



# Klamath Marsh National Wildlife Refuge

## Cooperative Agriculture Program

### Attention Livestock Operators

## Refuge Seeks Livestock Operators for Cooperative Agriculture Program

The U.S. Fish and Wildlife Service (Service) is seeking livestock operators for a Cooperative Agriculture Program at the Klamath Marsh National Wildlife Refuge (Refuge) in Klamath County, Oregon. One Grazing Unit is available. During years multiple Grazing Units are allowed, Grazing Units vary in size and may provide varying acreage amounts of sedge, wet meadow, and/or grassland for the cooperators to use for a period of up to 5 years. Cooperators may bid on single or multiple Grazing Units depending on how many units are offered based on habitat conditions and monitoring.

Tables 1 and 2 provide a summary of the Grazing Units available for bid. For the purpose of this document, a Grazing Unit refers to a collection of one or more associated Grazing Blocks (paddocks) that are located within a common Refuge property, or within a set of adjacent properties.

*Table 1. Summary of Grazing Units available for bid on Klamath Marsh National Wildlife Refuge, 2026.*

Grazing Unit	Acres (Approximate)	Required Livestock	Estimated Animal Unit Month (AUM)
Rail Unit	960	Cattle – yes Sheep - no	100 to 400

*Table 2. Estimated habitat acres within Grazing Units, Klamath Marsh NWR, 2026.*

Grazing Unit	Grassland	Sedge Wet Meadow	Short Emergent Marsh	Total Unit Acres
Rail Unit	20	800	140	960

If selected, the successful applicant will be issued a Special Use Permit (SUP) for the 2026 grazing season (August 10, 2026, through November 30, 2026), with the option of extending it for an additional four years.

## **Instructions for applying:**

- Review the Cooperative Agricultural Opportunity
- Complete and sign the Cooperative Agricultural Opportunity Application (pp. 18-25)
- Review and sign the Special Conditions of Use (pp. 26-30)
- Complete and sign the [Commercial Activities Special Use Permit Application](#), numbers 1b through 12, 20 through 23, 26b through 26d, and 31

To be considered, applicants must submit the grazing bid sheet application form available on the [USFWS Agriculture web page](#). Applications must be received by **11:59 PM June 26, 2026**. Applications may be submitted by email to [konner\\_larkin@fws.gov](mailto:konner_larkin@fws.gov) and [landon\\_eskridge@fws.gov](mailto:landon_eskridge@fws.gov) or by mail/drop off to Klamath Marsh NWR - Grazing Application, 21401 Silver Lake Road, Chiloquin, OR 97624-9616.

Successful applicants will be selected through an open and competitive process in early to mid-July after the environmental compliance process is completed.

For more information, interested applicants are encouraged to contact Refuge Biologists Konner Larkin at [konner\\_larkin@fws.gov](mailto:konner_larkin@fws.gov) (541) 891-4590 and Landon Eskridge at [landon\\_eskridge@fws.gov](mailto:landon_eskridge@fws.gov) (530) 708-7633.

## **Cooperative Agricultural Opportunity**

### **Background – Grazing on the refuge**

The Service has determined that grazing is an appropriate, compatible, and necessary use in Klamath Marsh NWR in order to meet habitat management objectives which have been identified in their Comprehensive Conservation Plans, as described below.

Klamath Marsh NWR was established in 1958 as sanctuary for migratory birds. The refuge primarily consists of wet meadows, open water wetlands, and a riparian river corridor. The refuge's CCP (USFWS 2010) identifies prescriptive grazing as a strategy to meet the goals of its sedge meadow and grasslands habitat objectives. Historically, special use permits have been used to authorize grazing on approximately 300 acres to 4,000 acres of Klamath Marsh Refuge land. These permits expired at the end of 2024.

## **The Proposed Cooperative Agriculture Agreement**

The selected operator will operate under a Cooperative Agriculture Agreement as a “cooperator” with the Service. Under this Agreement, the Service is proposing that the cooperator will be responsible for maintaining a comprehensive grazing program, with the primary objective of achieving vegetation targets (e.g., residual grass height) to benefit plant and wildlife species. Please see the Special Conditions of Use, pages 12-15, for details regarding the Service’s expectations of the cooperator.

### *Period of Performance*

The period of performance for the CAA will be 5 years, extending from August 10, 2026 through November 30, 2031, or until either party provides at least 30 days’ notice of intent to terminate the CAA. The period of performance cannot be extended beyond the 5-year period. Upon the conclusion of the 5-year period of performance, the Refuge will publish a new notice of cooperative agricultural opportunity and again issue a CAA using a competitive process based upon objective criteria.

### *Annual Grazing Period*

The proposed annual grazing period on Klamath Marsh NWR runs from August 10 to November 30. The length of the grazing period may be adjusted or decreased annually and is highly dependent upon rainfall, flood conditions, forage availability, vegetation target conditions, infrastructure needs, overlap with hunting zones/seasons, and/or other unforeseen circumstances.

### *Annual Billing Period*

The federal fiscal year (FY) runs annually from October 1 through September 30 of the following year. Billing of grazing fees and reconciliation of cost-sharing incentives will be administered in October of each year, following the end of each fiscal year.

### *Lease Pricing*

The initial rate that will be included within the CAA will be \$5/Animal Unit Month (AUM) for cattle. For the purposes of the CAA, one Animal Unit (AU) will be considered to be one mature cow, two years old and above, dry, or including a nursing calf less than 6 months of age. Initial AUE values are outlined in Table 3. The animal and class categories and associated animal unit equivalent (AUE) values are modified from [Grazing Handbook - A Guide for Resource Managers in Coastal California](#) (Sotoyome RCD, *nd*) and [Estimating Initial Stocking Rates](#) (Ogle and Brazee, 2009).

Table 3. Animal and class categories and associated animal unit equivalent (AUE) values.

Animal and Class	Animal Unit Equivalent (AUE)
cow, dry	1.00
cow, with calf	1.00
bull, mature	1.35
cattle, one year old	0.60
cattle, two-year old	0.80

## Klamath Marsh National Wildlife Refuge

### Refuge Environment

#### Ecosystem Setting:

##### Climate and Weather:

Klamath Marsh experiences a high-altitude, semi-arid climate characterized by long, cold, moist winters with significant snowfall and cool, dry, sunny summers. Because it sits in the rain shadow of the Cascade Mountains, average annual precipitation is relatively low, typically ranging between 13 and 24 inches, while regional temperatures have been progressively increasing (Kennedy et al. 2024).

##### Proximity to Adjacent Conservation Lands:

Many of the properties of the Refuges/WMA's are located adjacent to other conservation lands administered and managed by the Oregon Department of Fish and Wildlife, USDA Forest Service, The Nature Conservancy and Bureau of Land Management. These agencies and private organizations manage habitats for diverse native plants and wildlife, including local endemic species; endangered, threatened, and special status species; and migratory birds. Habitat management in this area, including vegetation management, control of invasive plant species, and reduction of hazardous wildfire fuels, includes a multitude of activities that involve planning and partnerships to implement.

## **Refuge Descriptions**

### **Klamath Marsh National Wildlife Refuge (NWR):**

The approximately 44,000-acre Klamath Marsh NWR is located in Klamath County in south-central Oregon and is part of the Klamath Basin NWR Complex (Figure 1). Habitats include freshwater wetland, wet meadow, mixed riparian forest, mixed conifer forest, and grassland. The refuge encompasses the upper reaches of the Williamson River and provides important nesting, feeding, and staging habitat for waterfowl, secretive marsh birds, such as the yellow rail, and sandhill cranes.

Bird diversity is high given the mosaic of habitat types within and around Klamath Marsh. The refuge is also one of the last remaining strongholds of the Oregon spotted frog, a threatened species under the Endangered Species Act. This refuge includes part of the historic lands and former reservation used by the Klamath Tribes, who hunt, fish, and gather on the marsh and river today.

Figure 1. Map of Klamath Basin National Wildlife Refuges in Klamath County, OR and Siskiyou County, CA.

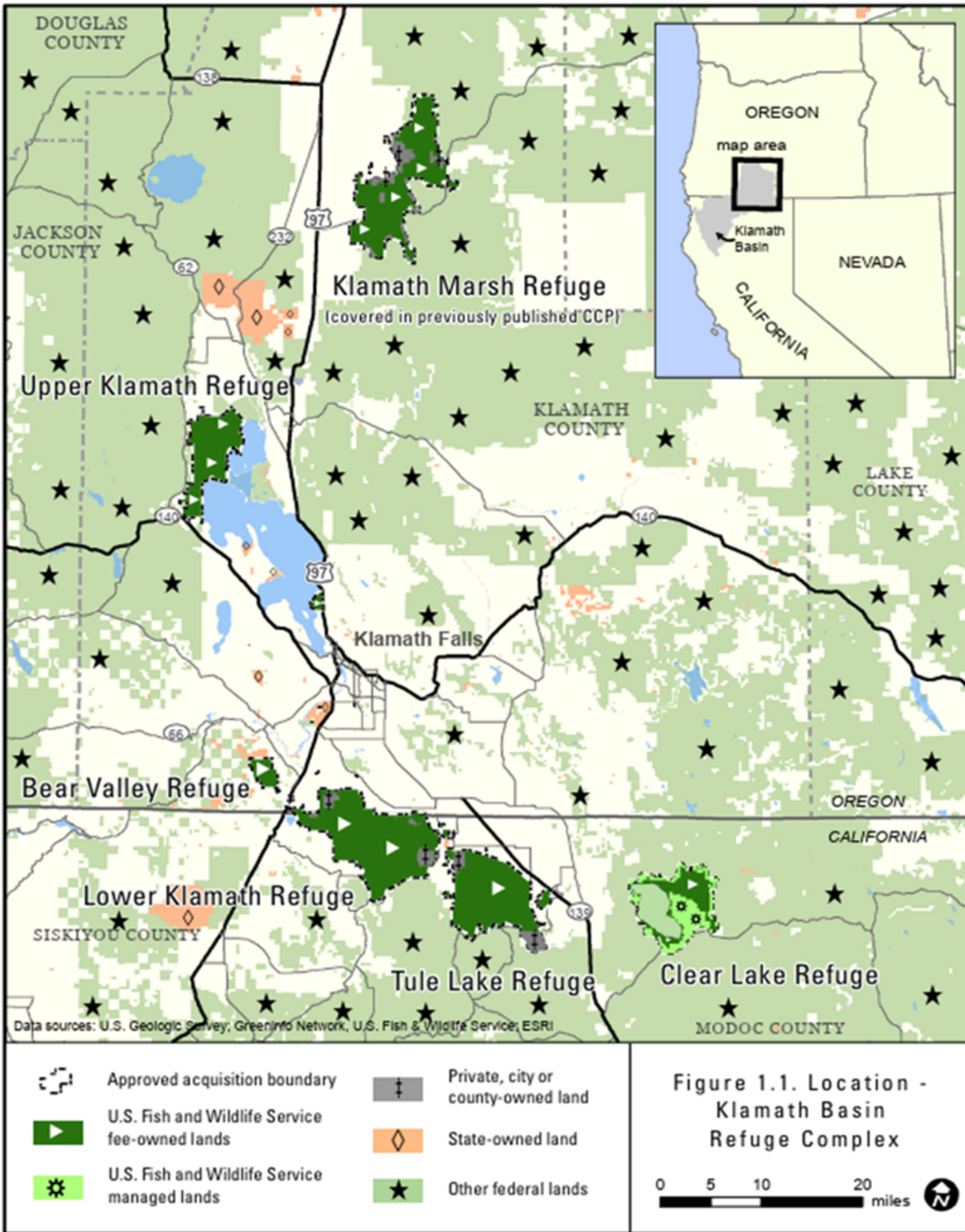
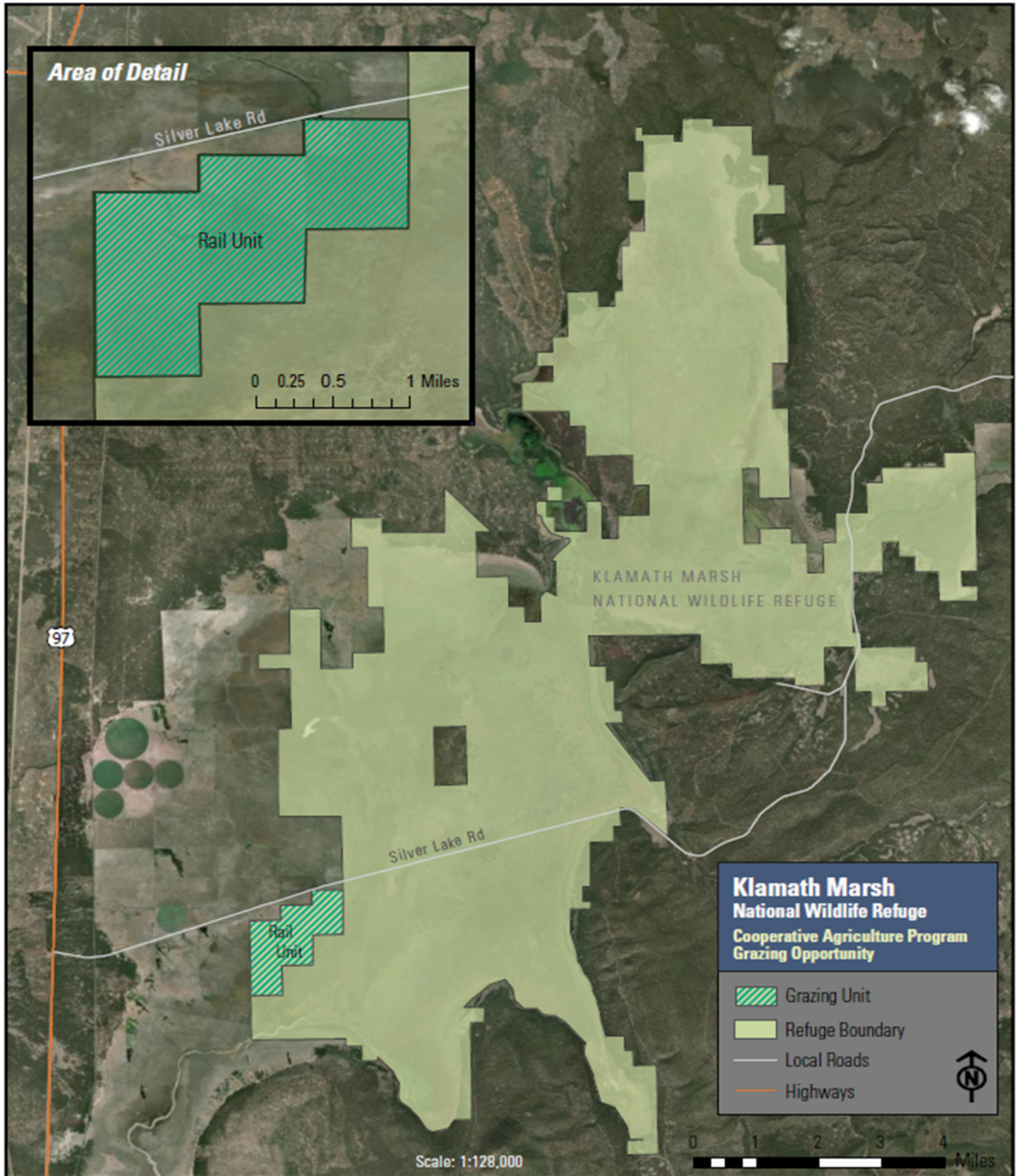


Figure 2. Geographical context of the grazing unit (Rail Unit) within Klamath Marsh NWR.



## Refuge Grazing for Habitat Management

The general goal of using prescriptive grazing programs is to meet habitat management objectives by treating a certain amount of acreage within the refuge to maintain vigorous vegetative growth, maintain some cut areas for foraging migrating waterfowl, cranes, shorebirds, and other species; and maintain sufficient residual nesting cover for bird species dependent on that type of habitat, specifically nesting yellow rails and other migratory birds. Specific guidance on acreage suitable for treatment within the variety of habitat types found on the Refuge is discussed in Chapter 4 of the Refuge's Comprehensive Conservation Plan Refuge Goals, Objectives, and Strategies section. Goals for each habitat type are:

**Emergent Marsh:** The emergent marsh goal is to restore and maintain optimum interspersion and diversity of aquatic vegetation and open water within the emergent marsh community to support migrating and nesting water birds. Objective 1 of this goal is to create a vegetative cover ratio of 45 to 55 percent emergent vegetation to open water with a high degree of interspersion in the emergent marsh areas north of Military Crossing (5,700 acres) and a cover ratio of 55 to 65 percent emergent vegetation in the marsh south of Military Crossing (9,000 acres). Tools including prescribed burning and grazing can be used on a 2- to 5-year cycle to remove decadent vegetation and improve interspersion. The Refuge will attempt to burn and/or graze 2,500 to 3,500 acres per year of emergent marsh to achieve a desired 4- to 5-year burn rotation. Grazing can play an important role in meeting the emergent marsh habitat objectives.

**Sedge Meadows:** The sedge meadow goal is to maintain and enhance the natural structure, diversity, and productivity of the seasonally flooded sedge meadows with an emphasis on providing nesting and foraging habitat for rails and sandhill cranes. Objective 1 of this goal is to maintain the current 13,960 acres of sedge habitat as naturally hydrologically functioning sedge meadows dominated by sedge species, containing at least 2 years of senescent vegetation, and having less than 10 percent woody encroachment to benefit yellow rails, sandhill cranes, and other sedge-dependent species. The vegetative height ranges from 5 to over 60 cm (2 to over 24 inches). Prescribed fire, haying, grazing, and mowing are used to maintain a healthy sedge marsh community. Periodic disturbance to sedge communities is necessary to reduce willow encroachment and re-vitalize existing sedge plants by removing an over-accumulation of dead vegetation. No more than 25 percent (or up to 3,500 acres) of sedge marsh would be treated every 3 to 5 years to achieve desired vegetative conditions. The most appropriate method to achieve desired conditions would be utilized based on environmental conditions. The priority would be to use fire as it most closely mimics natural processes; however, other tools, such as haying and grazing, are needed when burning is not feasible due to logistical constraints, air quality restrictions, funding, staff availability, or climatic conditions. Late season (August-November) haying or grazing operations have been used successfully in the past when prescribed burning was not feasible. These treatments also provide spring migratory habitat (feeding and roosting areas) for a variety of water bird species via the creation of open water or short emergent type wetlands. In known yellow rail breeding areas, minimum blocks of 8 hectares (20

acres) of undisturbed sedge habitat will be maintained. The Refuge will provide complexes of sedge meadow in conjunction with associated emergent marsh/open water habitats where possible.

**Grassland/Wet Meadow:** The grassland and wet meadow goal is to restore and maintain the composition and structure of existing and historic wet meadow and grassland to benefit a variety of migratory bird species including greater sandhill cranes. Objective 1 of this goal is to restore and maintain 11,015 acres of grass/herb/meadow habitat on the Refuge where less than 10% cover is comprised of invasive plant species. To meet this objective, late season (post August 10) haying, grazing, mowing or prescribed burns will be used on a 3- to 5-year minimum rotation treating no more than 20% (2,200 acres) of this habitat type annually. These treatments also provide spring migratory bird habitat (feeding and roosting areas) for a variety of water bird species.

*Table 4. A Potential Habitat Management Treatment Plan Based on CCP Habitat Strategies*

Habitat Type	CCP Goal	Management Tools	Estimated Annual Maximum Acres Potentially Treated
Emergent Marsh	4- to 5-year treatment rotation on all acres (approximately 14,700 acres available)	Burn Graze	2,500-3,000
Sedge/Wet Meadow	Treat < 25% of total acres annually (approximately 14,000 acres available)	Burn Hay Graze Mow	3,500-4,000
Grassland	3- to 5-year treatment rotation on <20% of all acres (approximately 11,000 acres)	Burn Hay Graze Mow	2,200
Combined Habitat Type Total			8,200-9,200

The total acres hayed, grazed, or treated through other methods are carefully evaluated on an annual basis to ensure habitat goals and objectives are met. Some annual flexibility will be necessary to determine which habitat treatment method is most suitable for that year given the limitations associated with each method. Limitations for prescriptive livestock grazing include availability of livestock, containment of livestock through standard or electric fencing, access to water and other factors. Limitations for haying include access, terrain (flat verses rough), presence of undesirable species such as goldenrod or weeds, soil moisture, wildfire fuel load levels and risk, condition and tonnage of vegetation, and other factors.

The grazing program at Klamath Marsh NWR is intended to modify vegetation structure for the benefit of endangered plant and vertebrate species and migratory birds, for management of habitat for fish and wildlife resources, and for fire fuels reduction. Based upon identified vegetation conditions and habitat conditions identified every year, not all areas of the Refuge will be available for grazing each year. Once vegetation targets have been achieved, a grazing block may be taken out of the rotation for a period of time specified by Refuge management. The cooperator will work with Refuge management to develop and prioritize annual grazing rotations and infrastructure projects.

Habitat Management Objectives:

The following management objectives have been developed based upon targets outlined within the Klamath Marsh NWR CCP habitat management objectives (USFWS 2016)

Grazing Objectives:

1. stimulate new grass growth (i.e., increase biomass) through standing dead biomass and ground thatch reduction
2. promote vertical structure for improved wildlife nesting and concealment cover
3. improve native perennial grass vigor
4. reduce non-native annual grasses and weeds
5. improve germination and growth conditions for native wildflowers for native plant and pollinator conservation
6. reduce hazardous fuels, including canopy ladder fuels

Prescribed Field Conditions:

1 to 4 inches of residual grass height for annual grasses (conditions that would promote early spring shallow, warm water for Oregon spotted frog oviposition)

Infrastructure:

As part of the grazing program, the cooperator is expected to maintain infrastructure that is tied to the program. Maintenance-related expenses will be deducted from annual grazing fees per Service guidelines. The cooperator may also propose maintenance or infrastructure projects on the Refuge, and following USFWS approval, the cost of such projects will also be deducted from annual grazing fees. Because up to 100% of grazing fees can be offset by annual maintenance projects on the Refuge, it is of great benefit to the cooperator to continuously contribute to these efforts.

Roads: internal gravel and dirt roads provide reliable access to extensive areas of the Refuges during the dry season. Refuge internal road maintenance, including repairs, mowing, and spraying, will be done by the Service. Entry to the different units of Klamath Marsh NWR is via public roads and occasionally via easement access through adjacent private property.

Water: livestock water resources vary by grazing unit, and even by grazing block. Some units have natural/delivered ponded water, some have wells that require tanks, pumps and troughs, while others have no water and require water to be trucked in. It is the responsibility of the cooperator to provide tanks, troughs and pumps for all units without ponded water.

Fencing: all grazing units require annual installation and removal of electric fence, and/or virtual fence, by the cooperator, both for perimeter fence and for internal paddocks. Electric fencing must be, at a minimum, 3-strand hotwire or electric mesh, and is to be provided, installed, maintained, and removed by the cooperator. Some units have existing hard wire fence, which requires annual maintenance by the cooperator.

*Table 5. Estimated infrastructure within grazing units, Klamath Marsh NWR, 2026.*

Grazing Unit	Electric fence (miles) – annual install	Wire fence (miles) – annual maintenance	Number of wells provided	Number of tanks provided	Estimated number of pumps needed	Estimated number of tanks needed	Ponded water provided
Rail Unit	2-5	2-5	0	0	TBD	TBD	Potentially

The cooperator must install/remove electric fence and maintain wire fence annually (fence length in Table 5 is estimated). Provision of electric fencing, troughs, tanks, and solar/electric pumps, where noted in Table 5, is the responsibility of cooperator.

## Special Conditions of Use

The cooperator will possess, at a minimum, the ability to meet the following qualifications, and must be willing to agree to these terms (Appendix C):

1. Grazing periods/objectives: The grazing period will coincide with the federal fiscal year (FY), which runs annually from October 1 through September 30 of the following year. The Service does not guarantee grazing opportunities during all or any specific portions of the grazing period.
  - a. Anticipated/planned stocking rates, periods of use, and turn-in and turn-out dates are subject to change by the Service in response to variable rainfall, flood conditions, forage conditions, infrastructure, wildlife, refuge management needs, or other unforeseen factors. Once grazing objectives are met for a grazing unit, the grazing cooperator will be required to remove all livestock from that unit of the Refuge until the following grazing period, unless specific conditions and arrangements have been made with the Service.
    - i. If flooding conditions occur, livestock removal may be required at the discretion of the Refuge Manager. It is the responsibility of the cooperator to locate alternative sites for livestock under flooding conditions. In the event of flooding, grazing fees will be re-calculated to reflect actual grazing days and costs.
    - ii. The Refuge will not guarantee a head count during, or at the end of, the grazing season as this is the responsibility of the cooperator. Each movement of livestock between grazing blocks will be conducted as a single event, not taking more than one day to complete. All wayward/missing livestock within previous grazing blocks will be located and moved within 2 days.
2. Grazing areas: Grazing will be restricted to designated areas of the Refuge. Stocking rates and grazing time periods are dependent upon availability of forage and habitat management objectives as determined by the Refuge Manager (see 1a above). The cooperator will be responsible at all times for containing livestock within the permitted areas on the Refuge. The cooperator is responsible for ensuring that livestock do not access areas closed to grazing. Livestock will not be allowed to freely roam between two adjacent management units, unless prior written approval is obtained from the Refuge Manager.
3. Reporting: The cooperator will notify the Refuge Manager within 5 days of changes in livestock numbers and/or their locations (including movements between grazing units on the Refuge and on or off the Refuge property). An accurate record of these movements will be provided within 24 hours of request to the Refuge Manager. An annual

report/summary of stocking rates, locations, and turn-in turn-out dates will be provided to the Refuge Manager at the end of each grazing period.

4. Authorized access: The cooperator is authorized to access only those areas open to grazing; all areas not open to grazing are strictly off limits. The unauthorized use of management units, for grazing or any human activity, may result in revocation of CAA.
  - a. Portions of the Refuge are open to the public, but public access routes are limited and restricted. The access routes for grazing cooperators are only authorized for individuals conducting activities related to grazing services and facilities maintenance.
5. Motor vehicles: Motor vehicle travel is restricted to mowed and maintained roads. The only exceptions are to access animals in need of medical attention or to address infrastructure repairs. Otherwise, walking and horseback are the only permissible modes of transportation off-road or on unmowed/unmaintained roads. If off-road driving is necessary, the Refuge Manager will be contacted, and written permission will be obtained prior to such activities. Due to year-round fire conditions, ATVs/UTVs may only be used on mowed and maintained roads.
6. Equipment: Any use of mechanized equipment on the Refuge by the cooperator must be approved by the Refuge Manager prior to commencement of work.
7. Facilities: The cooperator will be responsible for maintaining all existing facilities that are used for the grazing program, including fences, gates, corrals, watering systems, etc.
  - a. Temporary fencing: The cooperator will be responsible for the provision, installation, maintenance, and timely removal of temporary facilities including electric fencing, gates, water tanks, and troughs. No other temporary structures will be permitted without the prior written consent of the Refuge Manager. The Service will mow roads and fence lines to facilitate electric fence installation; mowing by the cooperator must be pre-approved by the Refuge manager.
  - b. Permanent fencing: The cooperator must maintain any permanent fencing used as part of the grazing program, making necessary repairs prior to the arrival of livestock.
  - c. Watering facilities: The cooperator must maintain the area around water troughs/tanks so they do not become excessively eroded and rutted and also control weed species in those areas with herbicide treatments (herbicides and their applications must have prior approval by the Refuge Manager).
    - i. Water systems and water courses may not be altered or changed without prior written consent from the Refuge Manager.

- d. Purchasing materials: With prior approval from the Refuge Manager, the cooperator may purchase materials and then deduct those costs from annual grazing fees. The provision of materials is contingent upon availability of funds. No repairs will be initiated without first obtaining approval from the Refuge Manager. The cooperator shall provide U.S. Fish and Wildlife Service with all receipts and other documentation regarding the costs of approved repairs, and the Refuge Manager will determine the amount to be deducted from the cooperator's grazing fees to compensate the cooperator for such repairs. Costs for unauthorized repairs or improvements are to be borne by the cooperator and will not be deducted from the grazing fees owed to the Service. All permanent structures constructed or placed on the Refuge become the property of the Service unless determined otherwise by the Refuge Manager in writing.
8. Pesticides: The cooperator must obtain written approval from the Refuge Manager prior to the use of pesticides or hormone treatments. This stipulation also applies to livestock that are scheduled to be moved to the Refuge in the future. After gaining approval, the name of the pesticide or hormone will be included within the annual "Record of Payments."
  - a. U.S. Fish and Wildlife Service policy prohibits the use of neonicotinoids, and all pesticides must be pre-approved under a pesticide use permit (PUP) for the Refuge.
9. Disease: The cooperator must comply with State of California health and sanitation requirements. If a disease is suspected or known to exist within the livestock on the Refuge, the cooperator must inform the Refuge Manager immediately.
10. Nutritional supplements: Supplemental feeding will not be permitted, except with written permission by the Refuge Manager due to extenuating circumstances. Use of minerals (salt or protein) will be allowed. Salt blocks and protein blocks/supplements (if used) must be at least 250 ft from the nearest water unless approved in writing by the Refuge Manager, must be moved at least every 30 days, and must be removed immediately from the grazing block after animals have been moved.
11. Domestic animals: Domestic animals on the Refuge, such as dogs used in guarding/moving livestock, must have current vaccinations and be in the owner's control at all times. Dogs are not allowed to roam freely outside of the active grazing blocks, or chase wildlife on the Refuge.
12. Ammunition and firearms: Approval will be obtained from the Refuge Manager prior to bringing firearms onto the grazing areas of the Refuge. The only permitted use of firearms by the cooperator within the grazing areas on the Refuge will be to euthanize sick or injured livestock, or those that pose a threat to human safety (e.g., escaped cattle

on roadways). The Refuge Manager will be contacted within 24 hours of euthanasia of an animal. The location and specifics of the euthanasia will be provided.

- a. The use of lead bullets to euthanize livestock is forbidden on the Refuge. Only the use of non-lead ammunition is allowed.
  - b. Some areas of the Refuge are open to the public for hunting of designated species during designated seasons, but use of a firearm by the cooperators within the grazing area for any reason other than euthanasia (including hunting, target shooting, and shooting of predators) is strictly prohibited. Any Refuge hunting activities undertaken by the cooperators must be done using the same access routes and under the same regulations available to the general public.
13. Trespass (private property): Under no circumstances is the cooperators to trespass onto neighboring properties of the Refuge. If there is a perceived need to enter a private property, the Refuge Manager will be contacted to address such needs.
  14. Trespass (Refuge property): The cooperators must immediately notify the Refuge Manager of suspected trespass events (e.g., cut fences, illegal hunting, driving on Refuge, etc.).
  15. The cooperators are not authorized to change, alter, or interfere with a contractor conducting business with or on behalf of the Service. Any concerns must be directed to the Refuge Manager.
  16. Billing: Billing of grazing fees and reconciliation of cost-sharing incentives will be administered in coordination with the federal fiscal year, and will be completed in October of each year, following the end of the previous fiscal year. Grazing fees will be reduced by cost of labor and cost of materials for fence building/maintenance; materials will become the property of U.S. Fish and Wildlife Service.
    - a. Labor will be credited at \$18.77 per hour based on the U.S. Bureau of Labor Statistics average rates for farm/ranch labor (\$16.54 mean hourly wage + 6% social security tax + 1.45% Medicare tax + 6% unemployment taxes).
  17. Any failure to comply fully with the above conditions may result in the revocation of the CAA. Failure to comply with the CAA may also result in denial of future grazing agreements.
  18. Prior notice to cancel the CAA must be provided, by either party, at least 30 days in advance.

## **Selection Criteria**

The cooperators will be selected through an open, transparent, and competitive process where applications will be scored and ranked based upon objective criteria (Table 6).

Table 6. Criteria used to select grazing cooperator at Klamath Marsh NWR

Ranking Criteria	Eligibility/Ranking Score
Currently a ranching cooperator on private land or a grazing lease holder on public lands.	Yes (eligible) No (not eligible)
Ability to graze for the total length of time and recommended stocking rate or until target vegetation conditions are achieved.	Yes (eligible) No (not eligible)
Ability to move livestock between management units or remove them from the Refuge within two days' notice.	Yes (eligible) No (not eligible)
Ability to install, operate and maintain extensive infrastructure, including fencing, corrals, gates, and water systems.	Yes (eligible) No (not eligible)
Currently possess the equipment (e.g., trucks, trailers, fencing tools, water pumps, horses, etc.) and staff necessary to manage grazing operations and maintain and improve grazing infrastructure.	Yes (eligible) No (not eligible)
Ability to immediately respond to emergency situations such as escaped livestock, fencing breaches, water system failures, wildfires, or other circumstances affecting public or livestock health and safety.	Yes (eligible) No (not eligible)
Ability to inspect livestock and infrastructure on a daily basis.	Yes (eligible) No (not eligible)
Experience managing livestock for plant and wildlife habitat improvement on federal or state lands.	Less than 5 years (1 point) 5 to 10 years (2 points) More than 10 years (3 points)
Experience managing livestock to conserve special status species.	Less than 5 years (1 point) 5 to 10 years (2 points) More than 10 years (3 points)

Ranking Criteria	Eligibility/Ranking Score
Experience in a leadership role within a livestock grazing operation in Oregon grasslands, wet meadows, and/or riparian forest.	Less than 5 years (1 point) 5 to 10 years (2 points) More than 10 years (3 points)

All application materials must be completed, signed and submitted by **Friday, June 26, 2026**, via mail or email to:

Klamath Marsh NWR

Attn: Grazing Program

21401 Silver Lake Rd Chiloquin, OR 97624

Office: (541) 891-4590

Email to: Konner Larkin at [konner\\_larkin@fws.gov](mailto:konner_larkin@fws.gov) and Landon Eskridge at [landon\\_eskridge@fws.gov](mailto:landon_eskridge@fws.gov)

Materials include:

- Cooperative Agricultural Opportunity Application and Bid Sheet (pp. 18-25)
- Special Conditions of Use (pp. 26-30)
- [Commercial Activities Special Use Permit Application](#), (FWS Form 3-1383-C) numbers 1b through 12, 20 through 23, 26b through 26d, and 31

## Literature Cited

Kennedy, J.J., Johnson, H.M., and Gingerich, S.B., 2024, Assessment of long-term changes in surface-water extent within Klamath Marsh, south-central Oregon, 1985–2021: U.S. Geological Survey Scientific Investigations Report 2024–5033, 32 p., [USGS Publications Warehouse](#).

Ogle, D. and Brazee, B., 2009. Estimating Initial Stocking Rates. USDA Natural Resources Conservation Service

Sotoyome Resource Conservation District. *nd*. Grazing Handbook: A Guide for Resource Managers.

U.S. Fish and Wildlife Service. 2016. Klamath Marsh National Wildlife Refuge: Final Comprehensive Conservation Plan and Environmental Assessment. U.S. Fish and Wildlife Service, Pacific Southwest Region



# United States Department of the Interior



## FISH AND WILDLIFE SERVICE

### COOPERATIVE AGRICULTURAL OPPORTUNITY APPLICATION *and* BID SHEET

#### APPLICANT INFORMATION:

Name (Proposal Submitter): \_\_\_\_\_

Partner Name (if applicable): \_\_\_\_\_

Business or Farm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Tax ID #: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Work \_\_\_ Cell \_\_\_

Email Address: \_\_\_\_\_

#### BID INFORMATION:

Write your bid amount for the corresponding Unit(s) in the space(s) provided below (may add additional pages if needed):

**Grazing unit name:** \_\_\_\_\_

Number of Animal Units (AU) you intend to graze: \_\_\_\_\_

Amount bid per Animal Unit Month (AUM): \$ \_\_\_\_\_

Total annual grazing bid for the grazing unit: \$ \_\_\_\_\_

**Grazing unit name:** \_\_\_\_\_

Number of Animal Units (AU) you intend to graze: \_\_\_\_\_

Amount bid per Animal Unit Month (AUM): \$ \_\_\_\_\_

Total annual grazing bid for the grazing unit: \$ \_\_\_\_\_

## **ADDITIONAL INFORMATION:**

On the following pages, fill out these sections in order to describe how your background, knowledge and experience will meet the criteria as outlined in the Notice of Agricultural Opportunity:

Grazing Selection Criteria: 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 the opportunity (Notice). In addition, please identify how your proposed activity may be different from the description of the opportunity outlined in the Notice.

Livestock Operating Experience: Provide information on 1 to 3 properties that you currently graze.

Employee/Staffing Operation: List the key personnel/staff involved in your livestock operation.

References: Provide up to 3 references who have knowledge of your grazing experience, one of whom should be a representative of a local, state, or federal agency.

Certification: Sign the application.

## **GRAZING SELECTION CRITERIA:**

Please describe your ability to fulfill the criteria listed below. Attach additional pages if necessary.

1. Describe your current status as a ranching cooperator on private land or a grazing lease holder on public lands.
2. Describe your ability to graze for the total length of time and recommended stocking rate or until target vegetation conditions are achieved.
3. Describe your ability to move livestock between management units or remove them from the Refuge within two days' notice.
4. Describe your ability to install, operate, and maintain the necessary infrastructure to meet the needs of the grazing program, including fencing, corrals, gates, and water systems.

5. Describe your ownership of the equipment (e.g., trucks, trailers, fencing tools, water pumps, horses, etc.) and staff necessary to manage grazing operations and maintain and improve grazing infrastructure.
  
6. Describe your ability to immediately respond to emergency situations such as escaped livestock, fencing breaches, water system failures, wildfires, or other circumstances affecting public or livestock health and safety.
  
7. Describe your ability to inspect livestock and infrastructure on a daily basis.
  
8. Describe how you have managed livestock for plant and wildlife habitat improvement on federal or state lands. How many years of experience do you have doing this?
  
9. Describe how you have managed livestock to conserve special status species, such as grazing habitat to benefit Oregon spotted frog, sandhill crane, and yellow rail. How many years of experience do you have doing this?
  
10. Are you or have you been delinquent on any prior stipulations on public lands? If so, please explain.
  
11. Are you able to maintain liability insurance as stated above?
  
12. Do you have access to a reliable water source for these grazing units, or have the ability to truck or pump in water on a regular basis?





## Employee Staffing and Operation

List all key personnel/employees involved in your livestock operation (add pages as needed):

**Name:** \_\_\_\_\_ **Contact Phone Number:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Years of Experience:** \_\_\_\_\_

**Area of Expertise:** \_\_\_\_\_ **Main Point of Contact?** Yes \_\_\_ No \_\_\_

**Position Description:**

**Name:** \_\_\_\_\_ **Contact Phone Number:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Years of Experience:** \_\_\_\_\_

**Area of Expertise:** \_\_\_\_\_ **Main Point of Contact?** Yes \_\_\_ No \_\_\_

**Position Description:**

**Name:** \_\_\_\_\_ **Contact Phone Number:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Years of Experience:** \_\_\_\_\_

**Area of Expertise:** \_\_\_\_\_ **Main Point of Contact?** Yes \_\_\_ No \_\_\_

**Position Description:**

**Name:** \_\_\_\_\_ **Contact Phone Number:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Years of Experience:** \_\_\_\_\_

**Area of Expertise:** \_\_\_\_\_ **Main Point of Contact?** Yes \_\_\_ No \_\_\_

**Position Description:**

**Name:** \_\_\_\_\_ **Contact Phone Number:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Years of Experience:** \_\_\_\_\_

**Area of Expertise:** \_\_\_\_\_ **Main Point of Contact?** Yes \_\_\_ No \_\_\_

**Position Description:**

## References

Please provide information for three professional references from three different external agencies, clients, or landlords who have extensive knowledge of your grazing operation. At least one reference should come from a representative from a local, state, or federal government agency. All references should be available to be contacted and willing to discuss proposer's qualifications:

**1. Reference:**

a. Name: \_\_\_\_\_

b. Affiliation: \_\_\_\_\_

c. Address:

d. Phone/email: \_\_\_\_\_

e. Description and location of property grazed:

f. Length of time or dates the property was grazed: \_\_\_\_\_

g. Overall summary of working relationship:

**2. Reference:**

a. Name: \_\_\_\_\_

b. Affiliation: \_\_\_\_\_

c. Address:

d. Phone/email: \_\_\_\_\_

e. Description and location of property grazed:

f. Length of time or dates the property was grazed: \_\_\_\_\_

g. Overall summary of working relationship:

**3. Reference:**

- a. Name: \_\_\_\_\_
- b. Affiliation: \_\_\_\_\_
- c. Address: \_\_\_\_\_
- d. Phone/email: \_\_\_\_\_
- e. Description and location of property grazed: \_\_\_\_\_
- f. Length of time or dates the property was grazed: \_\_\_\_\_
- g. Overall summary of working relationship: \_\_\_\_\_

**Certification:** I hereby certify that I have read and, if selected, agree to the permit conditions listed in the bid package. The U.S. Fish and Wildlife Service reserves the right to reject any or all bids. I further certify that the information submitted in this bid sheet is complete and accurate to the best of my knowledge and belief. I understand that any false statement herein may subject me to the criminal penalties of 18 U.S.C. 1001.

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

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

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



## United States Department of the Interior

### FISH AND WILDLIFE SERVICE

Klamath National Wildlife Refuge Complex

21401 Silver Lake Road, Chiloquin, OR 97624

#### **SPECIAL USE CONDITIONS FOR COOPERATIVE AGRICULTURAL OPPORTUNITY**

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

1. Grazing periods/objectives: The grazing period will coincide with the federal fiscal year (FY), which runs annually from October 1 through September 30 of the following year. The Service does not guarantee grazing opportunities during all or any specific portions of the grazing period.
  - a. Anticipated/planned stocking rates, periods of use, and turn-in and turn-out dates are subject to change by the Service in response to variable rainfall, flood conditions, forage conditions, infrastructure, wildlife, refuge management needs, or other unforeseen factors. Once grazing objectives are met for a grazing unit, the grazing cooperator will be required to remove all livestock from that unit of the Refuge until the following grazing period, unless specific conditions and arrangements have been made with the Service.
    - i. If flooding conditions occur, livestock removal may be required at the discretion of the Refuge Manager. It is the responsibility of the cooperator to locate alternative sites for livestock under flooding conditions. In the event of flooding, grazing fees will be recalculated to reflect actual grazing days and costs.

- ii. The Refuge will not guarantee a head count during, or at the end of, the grazing season as this is the responsibility of the cooperator. Each movement of livestock between grazing blocks will be conducted as a single event, not taking more than one day to complete. All wayward/missing livestock within previous grazing blocks will be located and moved within 2 days.
  - b. The refuge will annually analyze vegetation to determine the recommended initial stocking rates that cooperators are expected to implement to the best of their ability.
  - c. If the grazing objectives are not being met, the Refuge reserves the right to utilize another grazing cooperator for that year to ensure that habitat goals and the intended purpose of grazing are achieved.
2. Grazing areas: Grazing will be restricted to designated areas of the Refuge as indicated on the Special Use Permit. Stocking rates and grazing time periods are dependent upon availability of forage and habitat management objectives as determined by the Refuge Manager. The cooperator will be responsible at all times for containing livestock within the permitted areas on the Refuge. The cooperator is responsible for ensuring that livestock do not access areas closed to grazing. Livestock will not be allowed to freely roam between two adjacent management units, unless prior written approval is obtained from the Refuge Manager.
3. Reporting: The cooperator will notify the Refuge Manager within 5 days of changes in livestock numbers and/or their locations (including movements between grazing units on the Refuge and on or off the Refuge property). An accurate record of these movements will be provided within 24 hours of request to the Refuge Manager. An annual report/summary of stocking rates, locations, and turn-in turn-out dates will be provided to the Refuge Manager at the end of each grazing period. Refuge Manager will provide a blank summary form to the cooperator.
4. Authorized access: The cooperator is authorized to access only those areas open to grazing; all areas not open to grazing are strictly off limits. The unauthorized use of management units, for grazing or any human activity, may result in revocation of CAA.
- a. Portions of the Refuge are open to the public, but public access routes are limited and restricted. The access routes for grazing cooperators are only authorized for individuals conducting activities related to grazing services and facilities maintenance.
5. Motor vehicles: Motor vehicle travel is restricted to mowed, maintained roads, and existing two-track roads. The only exceptions are to access animals in need of medical attention or to address infrastructure repairs. Otherwise, walking and horseback are the only permissible modes of transportation off-road or on unmowed/unmaintained roads. If off-road driving is necessary, the Refuge Manager will be contacted, and written permission will be obtained prior to such activities. Due to year-round fire conditions, ATVs/UTVs may only be used on mowed and maintained roads.

6. Equipment: Any use of mechanized equipment on the Refuge by the cooperators must be approved by the Refuge Manager prior to commencement of work.
7. Facilities: The cooperators will be responsible for maintaining all existing facilities that are used for the grazing program, including fences, gates, corrals, watering systems, etc.
  - a. Temporary fencing: The cooperators will be responsible for the provision, installation, maintenance, and timely removal of temporary facilities including electric fencing, gates, water tanks, and troughs. No other temporary structures will be permitted without the prior written consent of the Refuge Manager.
  - b. Permanent fencing: The cooperators must maintain any permanent fencing used as part of the grazing program, making necessary repairs prior to the arrival of livestock.
  - c. Watering facilities: The cooperators must maintain the area around water troughs/tanks so they do not become excessively eroded and rutted and also control weed species in those areas with herbicide treatments (herbicides and their applications must have prior approval by the Refuge Manager).
    - i. Water systems and water courses may not be altered or changed without the prior written consent of the Refuge Manager.
    - ii. If water system repairs must be made and digging to access an existing waterline/valve is involved, the Refuge Manager must be notified prior to repairs.
  - d. Purchasing materials: With prior approval from the Refuge Manager, the cooperators may purchase materials and then deduct those costs from annual grazing fees. No repairs will be initiated without first obtaining approval from the Refuge Manager except fencing repairs. The cooperators shall provide U.S. Fish and Wildlife Service with all receipts and other documentation regarding the costs of approved repairs, and the Refuge Manager will determine the amount to be deducted from the cooperators's grazing fees to compensate the cooperators for such repairs. Costs for unauthorized repairs or improvements are to be borne by the cooperators and will not be deducted from the grazing fees owed to the Service. All permanent structures constructed or placed on the Refuge become the property of the Service unless determined otherwise by the Refuge Manager in writing.
8. Pesticides: The cooperators must obtain written approval from the Refuge Manager prior to the use of pesticides or hormone treatments. This stipulation also applies to livestock that are scheduled to be moved to the Refuge in the future. After gaining approval, the name of the pesticide or hormone will be included within the annual "Record of Payments."
  - a. U.S. Fish and Wildlife Service policy prohibits the use of neonicotinoids, and all pesticides must be pre-approved under a pesticide use permit (PUP) for the Refuge/WMA.

9. Disease: The cooperator must comply with State of California health and sanitation requirements. If a disease is suspected or known to exist within the livestock on the Refuge, the cooperator must inform the Refuge Manager immediately.
10. Nutritional supplements: Supplemental feeding will not be permitted, except with written permission by the Refuge Manager due to extenuating circumstances. Use of minerals (salt or protein) will be allowed. Salt blocks and protein blocks/supplements (if used) must be at least 250 feet from the nearest water unless approved in writing by the Refuge Manager, must be moved at least every 30 days, and must be removed immediately from the grazing block after animals have been moved.
11. Domestic animals: Domestic animals on the Refuge, such as dogs used in guarding/moving livestock, must have current vaccinations and be in the owner's control at all times. Dogs are not allowed to roam freely outside of the active grazing blocks, or chase wildlife on the Refuge.
12. Ammunition and firearms: Approval will be obtained from the Refuge Manager prior to bringing firearms onto the grazing areas of the Refuge. The only permitted use of firearms by the cooperator within the grazing areas on the Refuge will be to euthanize sick or injured livestock, or those that pose a threat to human safety (e.g., escaped cattle on roadways). The Refuge Manager will be contacted within 24 hours of euthanasia of an animal. The location and specifics of the euthanasia will be provided.
  - a. The use of lead bullets to euthanize livestock is forbidden on the Refuge. Only the use of non-lead ammunition is allowed.
13. Trespass (private property): Under no circumstances is the cooperator to trespass onto neighboring properties of the Refuge. If there is a perceived need to enter a private property, the Refuge Manager will be contacted to address such needs.
14. Trespass (Refuge property): The cooperator must immediately notify the Refuge Manager of suspected trespass events (e.g., cut fences, illegal hunting, driving on Refuge, etc.).
15. The cooperator is not authorized to change, alter, or interfere with a contractor conducting business with or on behalf of the Service. Any concerns must be directed to the Refuge Manager.
16. Damages: The Fish and Wildlife Service shall not be held responsible for any loss or damage of property on or off the Refuge, or injury to the cooperator or their representatives, or for any damages caused by wildlife or employees/representatives of the federal government carrying out their official responsibilities.
  - a. Any damages occurring to the Refuge or adjacent private properties resulting from the cooperator, their representatives, and/or equipment shall be the sole responsibility of the

cooperator. In such cases, the cooperator shall be responsible for expenses, repairs, or other agreed upon forms of compensation.

17. Billing: Billing of grazing fees and reconciliation of cost-sharing incentives will be administered in coordination with the federal fiscal year, and will be completed in October of each year, following the end of the previous fiscal year. Grazing fees will be reduced by cost of labor and cost of materials for fence building/maintenance; materials will become the property of U.S. Fish and Wildlife Service. Labor will be credited at \$18.77 per hour.
18. Any failure to comply fully with the above conditions may result in the revocation of the CAA. Failure to comply with the CAA may also result in denial of future grazing agreements.
19. Prior notice to cancel the CAA must be provided, by either party, at least 30 days in advance.

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

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

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

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