



**Range Management Advisory Committee
*State Lands Grazing License and Land Management
subcommittee***

**STATE LANDS GRAZING PACKET:
Guidebook, including Instructions for Use of the Grazing
Agreement and Management Action Plan (MAP) Templates**



**California State Board of Forestry and Fire Protection ('Board')
Range Management Advisory Committee (RMAC)
State Lands Grazing License and Land Management Sub-Committee ('RMAC Subcommittee')
— Contributor-authors listed in Chapter IV —**

Approved March 27, 2025

The Board's mission is to lead California in developing policies and programs that serve the public interest in environmentally, economically, and socially sustainable management of forest and rangelands, and a fire protection system that protects and serves the people of the state.

Cover photo details and credit from left to right, top to bottom: Cattle grazing on annual grasslands with native wildflowers in Oroville, California (Credit: Tracy K. Schohr); Heifers grazing vernal pools in Lincoln, California (Credit: Bart Cremers); Targeted goat grazing in wildland urban interface project in Nevada County (Credit: Tracy K. Schohr); Bull grazing yellowstar thistle (*Centaurea solstitialis*) (Credit: Bart Cremers); Fenceline contrast after bulls grazed yellowstar thistle (Credit: Bart Cremers); Cattle grazing along riparian pasture in Oak woodlands in Placer County (Credits: Tracy K. Schohr).

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I. INTRODUCTION

California Rangelands

California's grasslands in Mediterranean climate zones are presently dominated by annual grasses and forbs and are represented across the majority of the State's low-elevation inland grasslands. These plants were first introduced to California shores as seed from ship-borne livestock feed transported from the European Mediterranean region during Spanish exploration and colonization beginning in the mid-1500s and peaking in the mid- through late-1700s. Mediterranean grasslands of Europe evolved plant communities characterized by a diversity of both annual and perennial grasses, together with annual and perennial herbs and various woody species. The introduction of non-native grasses into California's zones of Mediterranean-type climate resulted in their dominance of most of California's Mediterranean-type grasslands ([Bartolome et al. 2007](#)). In high-altitude meadows, the Transverse Ranges, Mojave Desert, and east of the Mediterranean climate zone, many of the introduced species occur in the grasslands with the original native grassland and shrubland species. Paradoxically, California's Mediterranean grasslands are recognized as a global "hotspot" of biodiversity, with high numbers of endangered and threatened native species ([Bartolome et al. 2014](#)). Many of these native species benefit from grazing by livestock that reduces the mass and height of the introduced annual grasses, which can have both positive and negative environmental impacts. When managed with clear ecological goals and practices to achieve those desired outcomes, livestock grazing and animal impact may confer a variety of environmental benefits, including positive effects to biodiversity, sensitive resources, and management of fine fuels ([Ratcliff et al. 2022](#)).

Grazing in California

California was historically grazed by a variety of ruminants ([Burcham 1982](#)). With increasing human populations and development of land, vast herds of elk were greatly diminished, and grazing became dominated by sheep, a trend driven by a high demand for wool. By the late 20th century demand for wool had fallen dramatically, and beef cattle became the primary grazers. In the 21st century, growing public interest in preservation of nature drove interest in reducing or even eliminating human influence on public lands, and grazing with domestic livestock was viewed by many as inappropriate and degraded ecosystems. More recently, a new and distinct shift is evident in public and professional focus on conservation and multi-use strategies on working landscapes to support and derive ecosystem services ([Buckley Biggs et al. 2021](#)).

Grazing may be more tenable in some circumstances than using herbicides or heavy machinery, particularly where those or other vegetation treatment methods are prohibited for a variety of reasons (e.g., air quality concerns or regulations prohibiting or severely limiting burn days, prohibited use of pesticides in certain areas or at certain times). In addition to reducing fine fuels, there is a growing body of evidence supporting the premise that properly planned and implemented grazing practices can aid in improving habitat conditions for key species of native plants and animals ([Marty 2005](#), [Bartolome et al. 2014](#)).

Livestock Grazing as a Management Tool

Livestock grazing can be an effective management tool in California grasslands when it is undertaken by service providers who themselves have the necessary knowledge and experience and utilize animals of the appropriate type and experience with the task. Agencies utilizing Grazing Operators must clearly

communicate what outcomes they expect and provide or negotiate measurable standards for attainment. Grazing Operators must clearly communicate what they require to accomplish such outcomes in the specified location under the expected environmental and infrastructure constraints. Both Parties will need to negotiate timelines and other details. Succeeding at this in California's diverse and dynamic grasslands requires flexible management aimed toward land use and conservation objectives by an ever-evolving body of science.

Grazing management practices become more complex as the resource management goals become more numerous and complex. "Prescribed" or "Targeted" grazing involves identifying goals and objectives, forming a strategy for accomplishing them, and manipulating grazing variables such as timing; livestock species, class, and density; or duration or season of grazing to meet them. This type of grazing is generally conducted by Grazing Operators who have the training and experience to do this and utilize animals which have been selected and/or prepared for this work. While keeping the animals healthy, Grazing Operators may be required to sacrifice reproductive and growth performance in their animals for periods of time to accomplish some desired Agency outcomes.

When grazing services are used to aid in land management, managers will need to recognize that management expectations must allow for an economically sustainable enterprise, the same as they would for any other management service (e.g., application of herbicides, burning, mowing, etc.). Understanding the annual schedule of the animals and the livestock industry are important in developing a grazing program on any site. A successful program will balance meeting the operational needs of Grazing Operator with site-specific habitat and conservation goals.

II. USING THIS GUIDEBOOK

The information contained in this Guidebook addresses a variety of factors and assists managers and potential graziers in developing a comprehensive Management Action Plan (MAP) that will help managers achieve their local goals and objectives, ensure a sustainable grazing operation, and support a mutually beneficial relationship for the Landlord and Grazing Operator. This Guidebook explains terminology and practical concerns, and includes detailed discussion of sources, goals, and useful components of a Grazing Agreement—which will be customized case-by-case in an agreement between Landlord and Grazing Operator, as the tenant whose grazing animals and management actions will complete the terms of the Agreement. This Guidebook is aimed foremost at users of California State lands, which are varied and many; but State lands cover less than 3% of the area of the State, while federal lands approach 50% of the State area. That said, the procedures laid out in this Guidebook would likely be useful for any arrangement with other landowners or managers, although they will include provisions specific to the agency or landowner in question. The arrangements here do not supersede the rules of other land ownerships and managers.

The **Agreement Template** ([APPENDIX C. GRAZING AGREEMENT TEMPLATE](#)) and **MAP Template** ([APPENDIX D. MANAGEMENT ACTION PLAN \(MAP\) TEMPLATE](#)) were developed with general language that could be applied to any property or project with the addition of site-specific details. The Agreement and MAP are separate documents because the **Agreement is a legally binding document**, while the **MAP is a management tool**. The MAP will need to be updated over time due to changing circumstances, lessons learned from monitoring results, and new technologies. Some of the items within the templates are relatively self-explanatory, such as the Parties involved (i.e., Landlord or Grazing Operator), property location, and assessor's parcel numbers. Other items, such as structuring grazing fees, may have several options with different implications which require more specific knowledge of grazing systems or livestock production. In most cases, the Landlord should work with a Certified Rangeland Manager (CRM) and the Grazing Operator to develop the Agreement and MAP and should be fully apprised of and understand the content within each.

Elements of this Guidebook

The **Grazing Agreement Guidance Chapter** ([Chapter VII. GUIDANCE FOR USE OF THE GRAZING AGREEMENT TEMPLATE](#)) contains a list of explanations and additional information for each section as they relate to specific items in the **Agreement Template** ([APPENDIX C. GRAZING AGREEMENT TEMPLATE](#)).

The **MAP Guidance Chapter** ([Chapter VIII. GUIDANCE FOR USE OF THE MANAGEMENT ACTION PLAN TEMPLATE](#)) contains explanations and additional information pertaining to specific sections and items in the **MAP Template** ([APPENDIX D. MANAGEMENT ACTION PLAN \(MAP\) TEMPLATE](#)). Items are referenced by their numeric identifier in the corresponding template document.

CHAPTERS of this Guidebook are as follows:

- [Chapter I. INTRODUCTION](#)
- [Chapter II. USING THIS GUIDEBOOK](#)
- [Chapter III. LITERATURE CITED](#)
- [Chapter IV. COMMITTEE MEMBERS AND AUTHORSHIP](#)
- [Chapter V. CERTIFIED RANGELAND MANAGERS](#)

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 - [Appendix A. ACRONYMS](#)
 - [Appendix B. DEFINITIONS](#)
 - [Appendix C. GRAZING AGREEMENT TEMPLATE \[BLANK FORM\]](#)
 - [Appendix D. MANAGEMENT ACTION PLAN \(MAP\) TEMPLATE \[BLANK FORM\]](#)

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IV. **COMMITTEE MEMBERS AND AUTHORSHIP**

The Range Management Advisory Committee (RMAC) is authorized by Public Resources Code (PRC) § 741¹ of the State of California to provide counsel for the California State Board of Forestry and Fire Protection (‘Board’) concerning the rangelands of California. The mission of RMAC is to consider issues related to California’s rangeland resources, provide recommendations on addressing them, facilitate strong relationships with local, state and federal agencies and develop solutions that are based on environmental, social, and economic information that is current, data-driven, and to consider diverse perspectives.

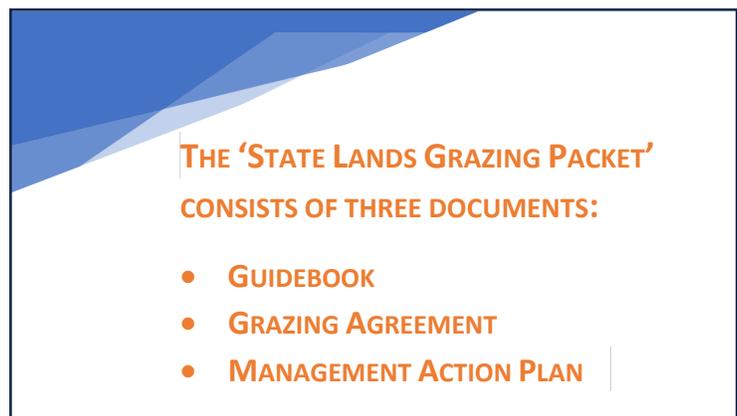
The State Lands Grazing License and Land Management (SLGLLM) subcommittee—a subcommittee of the RMAC (‘RMAC subcommittee’)—developed templates for a **Grazing Agreement Template** ([APPENDIX C. GRAZING AGREEMENT TEMPLATE](#)) and a **Management Action Plan (MAP) Template** ([APPENDIX D. MANAGEMENT ACTION PLAN \(MAP\) TEMPLATE](#)) to guide and support California government agencies and Grazing Operators in utilizing managed livestock grazing as a tool to enhance ecological and sustainability values.

This Guidebook was developed as a supplement to the Grazing Agreement (‘Agreement’) and MAP Templates to provide more in-depth information related to the development of specific items and to provide a directory of related resources.

Many historical sustainable grazing management programs exist on state lands that can serve as a model to those looking to utilize grazing as a land management tool on public lands. Collectively, the three documents developed by the RMAC

subcommittee—the Agreement template, MAP template, and Guidebook—are referred to as the ‘**State Lands Grazing Packet**’. Together, the three documents in the State Lands Grazing Packet provide tools to assist agency staff in streamlining the implementation of grazing management programs as well as providing resources to guide existing grazing programs. **In these documents, the RMAC subcommittee uses the term ‘Grazing Operator’ to refer to the tenant, and this is the individual(s) who enter(s) into the Agreement. The term ‘Landlord’ is used throughout to refer to the public agency that owns or is responsible for the management of the land for which the Agreement and MAP are being developed.**

While developed for use on California’s public state lands, the principles within these documents can be applied to other public and private lands. These efforts to develop the State Lands Grazing Packet contribute to meeting the objective in the RMAC’s Strategic Plan ([RMAC 2025](#)) to “Share information and education with Certified Rangeland Managers and government agency rangeland and forestry staff to grow professional knowledge in the field of rangeland health”. The RMAC will develop a plan for pilot implementation of the State Lands Grazing Packet as well as a review period for these templates over time for testing, adjustments, and updates.



¹ https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PRC§ionNum=741

State Lands Grazing License and Land Management (SLGLLM) sub-committee

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* **Certified Rangeland Manager (CRM)**, licensed by the Professional Forester's Licensing Committee under a specialty certificate within the California's Forest Practice Rules under the California Board of Forestry and Fire Protection (see [Chapter V. CERTIFIED RANGELAND MANAGERS](#)).

** Additional editing and contributions were incorporated from stakeholders across various public agencies and during the two public comment periods, which were opened during the development of the State Lands Grazing Packet: a 30-day review period beginning July 22, 2022 and a 21-day review period beginning November 01, 2024. Suggested edits were also provided by various state agencies, including the California Department of Fish and Wildlife, California Natural Resources Agency (CNRA), the Natural and Working Lands Science Team (affiliated with CNRA), and Department of General Services.

Disclaimer: *The State is not liable for the practices of any individual or organization in the use and application of these documents. Any revisions to the language or adaptations in the use of these documents is at the sole discretion and liability of the individual and/or organization utilizing these documents.*

V. CERTIFIED RANGELAND MANAGERS

MAP Preparation by a Certified Rangeland Manager

Preparation of Management Action Plans (MAPs) for grazing management should be overseen or prepared by a professional with expertise in both rangeland ecology and management and livestock management. Individuals holding a California Certified Rangeland Manager (CRM) license can provide this expertise [PRC § 762,² 766,³ and 772⁴; Title 14 California Code of Regulations (CCR) §1650 and 1651;⁵ 14 CCR §1651(a)⁶]. California CRMs are licensed by the Board of Forestry and Fire Protection for a certified specialty, rather than as a Registered Professional Forester.

The Board's Policy Number 12⁷ ('Policy') clarifies the management activities on rangelands that are most appropriately carried out by a CRM. The Policy states that a CRM license is required for professional practice of rangeland management on non-federal forested landscapes and lists the following tasks associated with the practice of rangeland management:

1. "Drafting rangeland management plans to meet specific natural resource objectives, including:
 - a. Vegetative fuel management on rangelands;
 - b. Control or management of invasive species;
 - c. Reintroduction or increase of desirable species;
 - d. Improvement of economic viability of rangeland; and,
 - e. Mitigation of potential environmental effects.
2. Developing and implementing means of improving or maintaining watershed function.
3. Conducting rangeland inventories and assessments.
4. Making recommendations regarding prescriptive grazing on rangelands.
5. Planning and implementation of rangeland monitoring programs.
6. Providing recommendations regarding conservation of, and regard for, rangeland as an expression of open space, watershed, watershed, and other public benefits."

² https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=762.&lawCode=PRC

³ https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=766.&lawCode=PRC

⁴ https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=772.&lawCode=PRC

⁵

[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I4C0359205B4D11EC976B000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I4C0359205B4D11EC976B000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default))

⁶

[https://govt.westlaw.com/calregs/Document/I4C0F40065B4D11EC976B000D3A7C4BC3?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Document/I4C0F40065B4D11EC976B000D3A7C4BC3?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default))

⁷ <https://bof.fire.ca.gov/media/pzhl4iqg/pfec-policy-statements-updated-march-8-2023.docx>

Policy Number 12 “... recognizes that performance of the following tasks does not constitute the practice of rangeland management, under the Professional Foresters Law, unless the tasks are principally directed toward the management and treatment of rangelands:

- Mapping, acreage/vegetative cover determination or other site evaluations through photogrammetry, Geographical Information Systems (GIS), and/or surveyed location.
- Mitigating or recommending mitigation of impacts from previous or proposed land use activities by other environmental experts within their field of expertise.
- Determinations of significance pursuant to the California Environmental Quality Act (CEQA).”

A useful assessment of these legal requirements was provided by the California Attorney General ([Bagley 2008](#)). This assessment also helps clarify differences between the requirement and the recommendation to involve CRMs in professional rangeland management.⁸ Those rangeland management activities performed personally property Landlord are exempt (PRC §§ 756⁹ and 757¹⁰). Other rangelands and other professional work in rangelands may also be exempt under these regulations. For example, 14 CCR § 1621.2¹¹ states that landscape gardening, horticulture, and agricultural pursuits not related to tree growing are exempt.

How to Become a Certified Rangeland Manager

The Independent Program for Certification of Rangeland Managers is supported by a Certification Panel of the California-Pacific Section of the Society for Range Management.¹² In all circumstances, the Certification Panel recommends involvement of a licensed CRM to provide the benefits of professional competency, to protect the public interest, and to ensure proper management of California’s rangeland resources. A CRM applies scientific principles to the art and science of managing rangelands in the context of the Professional Foresters Law definition of “forested landscapes.” The CRM Certification Panel certifies applicants based on their educational and experience qualifications, including experience with California rangelands. Following review of applications, the Panel may recommend individuals to the Board of Forestry and Fire Protection for the CRM exam, which is developed and graded by the Panel. The exam focuses on principles and skills as applied to California rangeland types. If passed, the examinee is recommended to the Board of Forestry and Fire Protection for licensing. CRMs are obliged to follow a Code of Ethics and are encouraged to maintain their proficiency through continuing education.

⁸ Conduct of such work is required to comply with state resources code. Refer to Professional Foresters Examining Committee (PFEC) Policy 12 “Guidance on the Certified Rangeland Manager Program” approved by the California Board of Forestry on July 14, 2021 (<https://bof.fire.ca.gov/media/pzhl4iqg/pfec-policy-statements-updated-march-8-2023.docx>) and California Deputy Attorney General Bagley’s 2008 analysis (<http://www.elkhornsloughctp.org/uploads/files/1223682249DAG%20Opinion%20on%20CRM.pdf>).

⁹ https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=756&lawCode=PRC

¹⁰

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=757.&nodeTreePath=2.3.3&lawCode=PRC

¹¹

[https://govt.westlaw.com/calregs/Document/I4B7F5C1A5B4D11EC976B000D3A7C4BC3?viewType=FullText&originContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Document/I4B7F5C1A5B4D11EC976B000D3A7C4BC3?viewType=FullText&originContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default))

¹² <https://calpacrm.org/certified-rangeland-managers/certified-rangeland-manager>

When is a Certified Rangeland Manager Required?

A person is required to be a CRM to practice professional rangeland management on non-federal lands when it involves activities undertaken on “forested landscapes.” California PRC § 754¹³ defines forested landscapes as “...tree dominated landscapes and their associated vegetation types on which there is growing a significant stand of tree species, or which are naturally capable of growing a significant stand of native trees in perpetuity, and is not otherwise devoted to non-forestry commercial, urban, or farming uses.”

California PRC § 756¹⁴ stipulates that a CRM must be in charge of any professional practice or the work of others who are not licensed; and that all professional work or documents must be produced by or under the supervision of the CRM for covered rangelands.

It is becoming an increasingly common practice to require CRM licenses for both employees and grant-recipients of public and private organizations that manage California rangelands (e.g. University of California Department of Agriculture and Natural Resources, California Department of Food and Agriculture’s Healthy Soils Program). The Certification Panel is currently working to improve the certification process to produce more CRMs to meet the increasing demand for their services. The Panel is working on new ways to:

1. Make more existing CRMs available.
2. Provide more opportunities for potentially interested students and applicants to fulfill educational deficiencies.
3. Support more non-conventional rangeland managers to go through the process to become a licensed CRM.

Thus, this RMAC Subcommittee endorses the practice of MAP development by a CRM.

¹³ https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PRC§ionNum=754

¹⁴

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=756.&nodeTreePath=2.3.3&lawCode=PRC

VI. SUPPLEMENTAL RESOURCES

NOTE: Debates continue in the rangeland practitioner and research communities regarding the validity and efficacy of some components of some grazing planning methods discussed in the supplemental resources provided here. Different practitioners may experience different results due to a variety of factors. Certified Rangeland Managers may be of particular assistance in developing a reasonable, feasible, and scientifically-sound grazing plan based on results-oriented goals. Managers should plan to monitor outcomes to assess if expectations for planned management activities are likely producing the desired results and adapt when and where possible to mitigate potentially negative outcomes at the earliest signs of outcomes not being realized. See previous [Chapter V. CERTIFIED RANGELAND MANAGERS](#) for a discussion of the merits of employing a CRM for rangeland management activities.

Grazing Agreements

- **Guide to Regenerative Grazing Leases:** Opportunities for Resilience – Published in 2022, this booklet provides dozens of resources and reference for land managers. This publication focuses on livestock grazing leases on private lands but can provide useful resources and case studies for public land managers.

Citation: California FarmLink and TomKat Ranch Educational Foundation. 2022. Guide to Regenerative Grazing Leases: Opportunities for Resilience. Available online: https://cdn.prod.website-files.com/63616c9201c634982d121dc7/63b7716b24c56db860a60fa4_Guide-to-Regenerative-Grazing-Leases-Final-03.24.2022-small.pdf. Verified 01 April 2025.

- **A Guide to Livestock Leases for Annual Rangelands:** This straight-forward article assists landowners and managers with little experience in livestock grazing some guidance on developing grazing leases, managing for objectives, and avoiding pitfalls.

Citation: Barry, S., S. Larson, L. Ford, and P. Brownsey. 2020. A guidebook to livestock leases for annual rangelands. University of California Division of Agriculture and Natural Resources Publ. No. 8679. Available online: <https://anrcatalog.ucanr.edu/pdf/8679.pdf>. Verified 01 April 2025.

Management Action Plans

- **Monitoring for Successful Grazing Management:** This peer-reviewed extension article discusses the development and implementation of monitoring programs for private and public land managers.

Citation: Johnson, D. 2019. How to monitor progress in grazing land management. Reviewed 2024. Oregon State University Extension Service, Corvallis. Available online: <https://extension.oregonstate.edu/animals-livestock/beef/monitoring-key-successful-grazing-management>. Verified 01 April 2025.

- **Carrying Capacity and Stocking Rates:** This NRCS and North Dakota State University Extension article provides information on establish the correct stocking rates to optimize forage production, maintain livestock performance, and ensure resource sustainability.

Citation: Meehan, M., K.K. Sedivec, J. Printz, and F. Brummer. Determining Carrying Capacity and Stocking Rates for Range and Pasture in North Dakota. Natural Resources

Conservation Service and North Dakota State University, Fargo. Available online:
https://www.nrcs.usda.gov/sites/default/files/2022-10/Determining%20Carry%20Capacity%20and%20Stocking%20Rates%20_ND.pdf.
Verified 01 April 2025.

Additional Resources

Expert Guidance, Consultation, and Industry Representation

- **University of California Cooperative Extension Livestock and Natural Resources Advisors:** A network of scientists and educators located across the state of California that can provide technical advice on the development of grazing programs, assist with solicitation of grazing opportunities to the livestock industry, and more. UC Cooperative Extension Advisors conduct science-based extension and outreach; along with scientific studies to advance sustainable livestock grazing management. Learn more at https://ucanr.edu/sites/UCCE_LR/Rangeland_-_Pasture/Livestock_-_Natural_Resources_Advisors_-_Specialists/. Verified 01 April 2025.
- **Certified Rangeland Managers:** There are over 100 individuals in California that are a "Certified Rangeland Manager" (CRM), licensed under the California Board of Forestry and Fire Protection. These professionals can serve as technical advisors to state agencies looking to implement grazing programs. Learn more about Cal-Pac SRM at <https://casrm.rangelands.org/index.html>, and the Certified Rangeland Managers program at <https://casrm.rangelands.org/HTML/certified.html>. Verified 01 April 2025.
- **California Rangeland Conservation Coalition (CRCC):** The CRCC brings together ranchers, environmentalists and government entities to conserve and enhance the ecological values and economic viability of California's working rangelands and provides an array of educational opportunities and resources at <https://carangeland.org/>. Verified 01 April 2025.
- **Central Coast Rangeland Coalition (CCRC):** The CCRC is a group of individuals and organizations that support rangelands and communities on California's Central Coast, with partners from rangeland owners and ranchers, conservation organizations, public landowners, and research and educational organizations. The website contains reference materials and information about the Central Coast Rangeland Coalition's meetings and the Coalition's rangeland conservation forum: <https://ucanr.edu/sites/CCRC/>. Verified 01 April 2025.

Plant Identification and Management

- **Encycloweediea Weed Ratings:** In California, biologists of the California Department of Food and Agriculture recommend plants for listing, after consultation with outside experts and the Agricultural Commissioners of California's counties (CACs). If a plant is found to probably be "troublesome, aggressive, intrusive, detrimental, or destructive to agriculture, silviculture, or important native species, and difficult to control or eradicate", the Department will designate the plant as a noxious weed. This website provides a list of the listed plants and ratings: https://www.cdffa.ca.gov/plant/IPC/encycloweediea/winfo_weedratings.html. Verified 01 April 2025.
- **California Invasive Plant Council (Cal-IPC):** Cal-IPC maintains an Inventory that categorizes plants that threaten California's natural areas. The Inventory includes plants that currently cause

damage in California (invasive plants) as well as "Watch" plants that are a high risk of becoming invasive in the future. The Inventory represents the best available knowledge of invasive plant experts in California. Categorization is based on an assessment of ecological impacts, conducted with transparent science-based criteria and expert review: <https://www.cal-ipc.org/plants/inventory/>. Verified 01 April 2025.

- **Plant Identification:** This Field Guide for Common California Rangeland and Pasture Plants provides photo aids for identification of the major pasture species and summarizes information about their characteristics and management.

Citation: Forero, L., J. Davy, S. Barry, J. Bartolome, and S. Larson. Field Guide for Common California Rangeland and Pasture Plants. University of California Division of Agriculture and Natural Resources. Available online: <https://ceshasta.ucanr.edu/files/235849.pdf>. Verified 01 April 2025.

- **Toxic plant guide:** This guide provides an overview of poisonous plant management, a list of common plants poisonous to livestock and toxic dosages, and signs of poisoning. Available online: <https://anrcatalog.ucanr.edu/pdf/8398.pdf>. Verified 25 March 2025.

Predator Management

- **Livestock protection:** This publication discusses tools for livestock production from predators.

Citation: Macon, D.K., R.A. Baldwin, D.F. Lile, J. Stackhouse, C.K. Rivers, T. Saitone, T.K. Schohr, L.K. Snell, J. Harper, R. Ingram, K. Rodrigues, L. Macaulay, and L.M. Roche. 2018 January. Livestock protection tools for California ranchers. University of California Division of Agriculture and Natural Resources Publication 8598. Available online: <https://escholarship.org/content/qt1dh2z0d5/qt1dh2z0d5.pdf>. Verified 01 April 2025.

Wildfire Management

- **Wildfire Planning:** CAL FIRE maintains a database of Fire Hazard Severity Zones that may be useful for prioritizing fuels and vegetation management: <https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones>. Verified 01 April 2025.

General Rangeland Management

- **Grazing for change:** This U.C. Cooperative Extension publication The Grazing for Change publication can help landowners and property managers take an active part in creating a more fire resilient landscape protecting homes, businesses, communities, and natural resources.

Citation: University of California Division of Agriculture and Natural Resources. 2021. Grazing for Change: Using Managed Livestock Grazing to Reduce Fire Fuel Loads. University of California Division of Agriculture and Natural Resources. Available online: <https://escholarship.org/content/qt1dh2z0d5/qt1dh2z0d5.pdf>. Verified 01 April 2025.

Other Inventory and Miscellaneous Resources

- **California Natural Diversity Database (CNDDDB):** The **CNDDDB** is an inventory of the status and locations of rare plants and animals in California. CNDDDB staff work with partners to maintain current lists of rare species, as well as to maintain an ever-growing database of GIS-mapped locations for these species. This web service is particularly helpful for identifying potential special-status species and resources of concern that may be present in California: <https://wildlife.ca.gov/Data/CNDDDB>. Verified 01 April 2025.

- **Ecological Site Descriptions:** Ecological Site Descriptions (ESD) provide a framework for classifying and describing rangeland and forestland soils and vegetation, thereby delineating land units that share similar capabilities to respond to management activities or disturbance. This is particularly useful for providing land managers the information needed for evaluating land as to suitability for various land-uses, capability to respond to different management activities or disturbance processes, and ability to sustain productivity over the long term. Information on ESDs is presented in four major sections:

- Site Characteristics - physiographic, climate, soil, and water features
- Plant Communities – plant species, vegetation states, and ecological dynamics
- Site Interpretations – management alternatives for the site and its related resources
- Supporting Information – relevant literature, information and data sources

View existing ESDs here: <https://www.nrcs.usda.gov/getting-assistance/technical-assistance/ecological-sciences/ecological-site-descriptions>. Verified 01 April 2025.

- **RangeDocs Searchable Science:** RangeDocs is a new and innovative tool that allows rangeland professionals and producers to search using common rangeland terminology and pinpoint information at the paragraph level from key national and regional rangeland resources. RangeDocs also allows users to browse curated reading lists (called collections) on critical issues as well as create personalized collections. These collections can be shared with others and saved to a mobile device to take offline into the field without an internet connection. RangeDocs is the result of a collaborative effort between the University of Idaho, University of Arizona, and The Rangelands Partnership (RP): <https://docs.rangelandsgateway.org/>. Verified 01 April 2025.

VII. **GUIDANCE FOR USE OF THE GRAZING AGREEMENT TEMPLATE**

When agencies or other Landlords are interested in having the lands they manage grazed by domestic livestock, there will be questions about the kinds of documentation necessary to establish a satisfactory agreement between a potential Grazing Operator and an entity seeking the services of a Grazing Operator (typically, the 'Landlord'). This section aims to provide some guidance, recognizing that there are a multitude of conditions that will vary by location, habitat type, and mission of the agency.

Grazing agreements can be simple or complex. When executing an Agreement with a public agency on public land, habitat goals and management constraints lend themselves to a more complex, detailed Agreement, combined with an associated site-specific management plan; in the State Lands Grazing Packet, this is the **MAP** (see **MAP [Chapter VIII. GUIDANCE FOR USE OF THE MAP TEMPLATE](#)** and **[APPENDIX D. MANAGEMENT ACTION PLAN \(MAP\) TEMPLATE](#)**).

In the State Lands Grazing Packet, any type of document that allows for any of the above forms of contracts, licenses, or leases are referred to as a Grazing Agreement. The template developed by the SLGLLM, in collaborating with the Department of General Services (DGS) for the purpose of establishing such a relationship is referred to as the 'Grazing Agreement', or 'Agreement' and takes the form of a 'License', also called the 'Agreement' in this Guidebook (see **Agreement Guidance [Item 2. Duration – Occupancy Rights](#)** and **[Item 8. Property Uses – Agreement Type](#)** for a discussion of this term).

Grazing Agreement Guidance

The Agreement should focus primarily on the legal aspects of the arrangement. When managing sensitive habitat areas, the Agreement also works in conjunction with the MAP, which focuses on the stewardship of the land.

The Agreement template (see **[APPENDIX C. GRAZING AGREEMENT TEMPLATE](#)**) contains two Sections:

- **[Section 1 – License Specific Provisions](#)**
- **[Section 2 – Standard Provisions](#)**

The following explanations pertain to the corresponding numbered items in **[Section 1](#)** of the **Agreement Template ([APPENDIX C. GRAZING AGREEMENT TEMPLATE](#))** and are meant to provide additional information to assist in the decision-making process when developing this Agreement.

Identification of the Parties

Prior to development of an Agreement and/or MAP, the Contracting Parties involved should be identified. Legal description of the "Licensor" (i.e., Landlord) and "Licensee" (i.e., Grazing Operator) should be established. If other than individuals are Parties to the Agreement, the legal status of the Party should be identified (e.g., corporation authorized to do business in CA, or registered partnership). Operations using unregistered fictitious names should not be contracted with. Public lands may require citation to authority to lease property. If the Agreement or associated documents will be made public, this should include language explaining these details. Also include a data management clause outlining expectations around sharing of data collected on site between the Parties involved. Also see associated **MAP Guidance [Item *1.3 Preparers](#)**.

Section 1 – License Specific Provisions

1. Property Description

Be as specific as possible when describing the property and features. Include legal descriptions, and any additional information to describe the features of the property, natural and otherwise. Include legal descriptions where possible, but if undefined, describe the feature as clearly as possible (e.g., “old, abandoned pipeline at the Foster property” is not a legal description, but provides more context when a legal description of the feature does not exist).

- **Legal description**

Provide a legal description of the property, such as county assessor’s parcel numbers, Public Land Survey System description, or legal description from the Title Report.

- **Grazing Units**

Identify the size and location of individual grazing units (i.e., management units).

- **Maps**

*Provide maps or aerial photographs of the property, where available. These should be included as part of Exhibit “A” in the **Agreement Template** ([APPENDIX C. GRAZING AGREEMENT TEMPLATE](#)).*

- **Infrastructure**

*Include the locations or a list of any pertinent infrastructure: wells and troughs, corrals and staging areas, fence lines, and important environmental features and sensitive resources of concern, such as safety concerns, riparian zones and waterways, hardened water crossings and developed stream crossings, other infrastructure that assists in improving water quality, degraded areas, invaded areas and invasive species, and known nests or occupied habitats (also see associated **MAP Guidance** [Section 5.0 Grazing Program](#)).*

- **Address**

Provide the property address if available, or a description of the nearest roads and county in which the property is located (list all counties, if multiple counties are included in the property). Provide GPS coordinates (latitude, longitude) for more specificity.

2. Duration

An Agreement can be structured to cover any duration depending on Agency policies. A typical Agreement would be one year minimum, and up to five years or more. In general, a longer-duration Agreement is more desirable to the Grazing Operator, allowing them to plan long-term. A Grazing Operator is also more likely to make improvements to the site if they know they can benefit from the improvements for several years. A longer-term Agreement also benefits the Agency by not having to seek a new Grazing Operator and conduct the bid process annually, and it also provides continuity of management. A potential downfall of a longer-term Agreement is that if a Grazing Operator has a multi-year Agreement, it can be more difficult to switch Grazing Operators if management is not performed to expectations. Grazing Operators are generally less likely to make any improvements on the property if they don’t know how much return they will get in the form of

continued use. Ideally a Grazing Operator would treat the land well no matter the duration of the Agreement, but a longer-term Agreement incentivizes taking care of the land because the Grazing Operator knows they are coming back the next year. One option to offer security and incentive to the Grazing Operator if Agency policies prohibit a multi-year Agreement is to offer an automatic renewal for a given number of years.

At the State level, DGS limits Agreements to five years maximum. Any information that can clarify generally expected on-off dates will be helpful to the administrators of the Agreement, while allowing for flexibility to adjust the grazing program to best meet the objectives defined in the MAP. Details should include why the expected on-off dates are necessary for conservation or related purposes. Like weather, the conditions of forage and other resources at a site are hard to predict each year. Increasing limitations on grazing operations may not be necessary and often affect the working relationships of the Parties, thereby constraining the effectiveness of the grazing operation in meeting the objectives in the MAP. Fostering good communication and working relationships is critical to support the most favorable outcomes for all Parties.

Clauses within an Agreement should be customized to address potential issues, and should provide for additional fees, fee reductions, and options for alternative forage.

- **Effective and Termination Dates of the Agreement**

Identify the start and end dates of the Agreement.

- **Occupancy Rights**

A “lease” is generally viewed as conveying a right to possession of the property to the exclusion of others. Some leases may reserve certain structures or areas from the description of the property or may allow the Landlord to enter and inspect under certain circumstances or to use the property in certain ways (e.g. for storage, some limited use or perhaps a right of way). A “license” or “permit” is generally viewed as conveying a limited right of occupancy consistent with a licensed or permitted “use.” In this context, the Agreement is a ‘License’.

- *The U.S. Forest Service, especially since the [Multiple Use Sustained-Yield Act of 1960](#),^{15,16} has managed land for multiple uses. A grazing permittee (in this context, the Grazing Operator) is allowed to occupy an allotment, but not to the exclusion of other recognized uses (e.g., recreation). Therefore, the Grazing Operator has a temporary right to use and enjoyment of the property for a specific purpose but may not change the character of the property.*

- **Grazing Season and Pressure**

*Also see related items in **MAP Guidance [Section 5.0 Grazing Program](#)**.*

- *It is common for grazing to be seasonal on a site, based on the site’s habitat management needs, availability of forages and water, nutritional value of forages, and the livestock’s needs. These seasons generally correspond to a “winter” grazing season, October or November to May or June, and a “summer” grazing season from May or June to October or November. While there is often high inter- and intra-annual variability in weather and*

¹⁵ <https://www.govinfo.gov/app/details/COMPS-1125>

¹⁶ https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprd3795279.pdf

seasonal patterns, these seasonal timeframes are the typical grazing seasons and are referred to as described within the livestock industry. Such timeframes are a useful reference for planning purposes.

- *The Agreement may specify on/off dates with the ability to move these dates earlier or later in the season in any given year, based on annual conditions. For example, in a poor rain year, livestock may need to be removed from winter pasture earlier than normal due to lack of forages or water availability. Under the same circumstances summer pasture may become drier earlier, or may have less snow which melts earlier, allowing the Agreement to start earlier than normal. In a year with abundant rainfall, a winter Agreement may last longer to remove excess vegetation later in the season, to take advantage of high-quality forages later in the season, or water availability may extend the grazing season. A summer Agreement may start later due to excess snow that melts later in the season or a later thaw. These environmental factors affect not only the site that the livestock are currently grazing but could also affect the site that the livestock are moving to for the next season. For this reason, there should be a strong working relationship between the Landlord (or land manager) and the Grazing Operator so that decisions such as altering the duration of the grazing season can be made with input from both sides, with enough advance notice for planning.*
- *Stocking rates can be set, with flexibility to make adjustments if applicable.*
- *Provision waiving pre-occupancy inspection by Landlord if inspection was not performed in a timely manner – animals must eat and if they are scheduled to leave one location and move to the contracted land at a specific point in time they need to move to their new source of feed/water; the possibility of bureaucratic delay could discourage responsible Grazing Operators from participating.*

- **Extension/Renewal Terms and Conditions**

Up to three renewals may be allowed through a “Request for Proposals” process if the proposal winner is in good standing. This may vary depending on the authority of the agency and the jurisdiction they have on the property. The agency of jurisdiction should be contacted for more information regarding this structure. Any assurances of extension or renewal that can be given to a Grazing Operator in good standing provide incentive for the Grazing Operator to make improvements on site which benefit the Grazing Operator and can also benefit the property and future Grazing Operators.

3. Early Termination

- **Early Termination for Any Reason**

*Many different circumstances could trigger early termination of the Agreement from either Party in the Agreement. A catastrophic environmental occurrence such as drought, fire, or flooding could cause damage to infrastructure or loss of feed, rendering the site ungrazeable (also see related items in the **MAP Guidance [Item *6.2 Plan and Practice Adaptation](#)**). Other examples of why a Grazing Operator may want to terminate an Agreement early could be plant toxicity, water source contamination, disease, or unmanageable predation. Poor management such as not following the terms of the Agreement, not following the MAP, or failing to meet performance standards could cause early termination of the Agreement by the Landlord. In general, if the cause for early termination is environmental or vandalism and not the fault of the Grazing*

Operator, the Grazing Operator would be credited a prorated portion of the rent and may be credited the lost grazing seasons, once the site is grazeable again, rather than having to bid on the grazing again. If the cause of early termination is the fault of the Grazing Operator, such as not meeting performance standards or not following the Agreement terms, then the Grazing Operator generally does not receive any payment credit. It is important to note that performance standards must be clear and measurable to be enforceable in circumstances such as early termination of an Agreement. The Agreement should identify:

- *Rent refunds/payments in the event of early termination;*
- *Minimum required notice by either Party to terminate the Agreement (e.g., 30-days, 60-days, or 180 days if a large project that would take a long time to decommission); and,*
- *Reason(s) for early termination.*

4. Holdover and License Renewal

A Holdover Clause can address circumstances in which a Grazing Operator's animals remain on the property longer than expected, or conversely, when it becomes necessary for the animals to be removed (e.g., a wildfire destroys forage or infrastructure). Clearly define the rates, billing mechanisms, and/or process to terminate the Agreement, evict the Grazing Operator, or charge holdover rent, depending on the desired course of action in such circumstances.

5. Rent and Fee Credits

There is not one correct fee structure that fits all situations, and multiple options could work for one situation. The pros and cons should be weighed for each site and each situation and ultimately it will come down to the type of livestock used, site-specific parameters, and Agency preferences. A CRM could be consulted to help determine the most appropriate fee structure for the situation. If desired, penalties for late payments can be described here as well.

- **Rent or Payments**

The Agreement should specify the payment amount with due dates and the 'payable to' Party if payments are being made to the agency; outline the Party that is responsible for providing utilities. Rent payments can be structured around several parameters, each with their own benefits and drawbacks. Any of following typical methods can be used to calculate Agreement payments:

- **Per Acre Basis**

Per Acre options can be calculated on an annual basis—which would be the same regardless of how long the grazing season lasts—or monthly depending on how long the site is grazed each season.

- **Benefits**

- *Per Acre Per Year is easy for the land manager to track because they do not need to know the number of animals or the grazing duration. The fee is calculated annually and is the same each year.*
- *Could be structured on a Per Acre Per Month basis so that if the Grazing Operator removes their animals due to poor forage conditions, they are not still paying.*

- **Drawbacks**
 - *The Grazing Operator could be more likely to maximize the number of animals or length of season to recuperate their cost, as this does not result in increased costs to the Grazing Operator, which could lead to overutilization.*
 - *The Grazing Operator may be less likely to remove livestock in a poor forage year since they are paying for grazing regardless of use, which could also lead to overutilization.*
- **Considerations**
 - *To alleviate some of the potential drawbacks, a maximum stocking rate or on/off date can be included in the Agreement, as well as performance standards in an associated MAP.*
- **Per Head or Animal Unit Basis**
 - *Like the Per Acre fee structure discussed above, **Per Head** options can be based on an annual or monthly basis. This may also be priced based on **Animal Unit Months (AUM)** (see **Box 1. Animal Units**).*
 - **Benefits**
 - *May reduce the likelihood of overutilization because costs increase as the number of animals or length of time on site increases.*
 - *The Grazing Operator only pays for what they use, so they are not charged if they remove animals early, such as a drought year.*
 - **Drawbacks**
 - *Could lead to under-utilization as the Grazing Operator only pays for the animals that are there, so they could leave areas ungrazed or under-grazed which might not meet management goals.*
 - *Requires more accounting by the land manager to track the number of animals and on off dates, or a certain amount of trust that the Grazing Operator will accurately report this information.*
 - **Considerations**
 - *The screening that occurs during the bid process should help to select a trustworthy Grazing Operator. This would include interviews, references, and past performance reviews.*
- **Per Pound Weight Gain Basis**

Fee structures may also be based on pounds of weight gain.

 - **Benefits**
 - *Rent payments are directly related to performance (i.e., how well the cattle gain on that property).*
 - **Drawbacks**
 - *Requires the use of a certified scale to weigh livestock when they arrive at the beginning of the grazing season and when they are shipped out at the end.*

BOX 1. Animal Units

An **animal unit (AU)** is generally considered to be equivalent to one cow and her nursing calf, and an **animal unit month (AUM)** is the amount of forage required to support one animal unit for one month. More information on AUMs and AUM equivalencies across species can be found in [Chapter VI. SUPPLEMENTAL RESOURCES](#).

- *May be difficult for the Landlord to budget and predict payments in advance, as rent payments are linked to forage production. Income could be low in a drought year where the cattle do not gain well.*
- *Could incentivize removing cattle once feed quality starts to decrease which could reduce effectiveness in controlling late-growing vegetation.*
 - **Considerations**
 - *This fee structure is better geared toward a stocker grazing operation than a cow/calf operation.*

- **Fee Credits**

*Another payment option which can benefit both Parties is to offer **Fee Credits** for improvements. These improvements could include building fence, building corrals, or developing or expanding the water system. A per foot price for fence or an overall project cost would be agreed upon beforehand, and this value would be credited toward the rent payment after the work is completed. The same idea could be applied to management practices that go beyond the scope of normal grazing such as exotic weed treatment or an intensified grazing treatment on part of the property that requires more labor or temporary fencing (see **Box 2. Other Fee Structures**, sidebar). The payment amount and due dates if payments should be clearly identified if payments are being made **BY** the agency; any costs such as utilities that are not included in the fees paid to the Grazing Operator should be identified.*

- **Benefits**

- *The Grazing Operator benefits as it guarantees that rent payments go directly to the property in the form of infrastructure that can be used in future grazing seasons or potential increased forages in the case of vegetation treatments.*
- *The Landlord benefits from the installation of permanent infrastructure that they own and that will benefit the property for years, as well as potential habitat improvements.*

BOX 2. Other Fee Structures

Fee-for-service, or “**contract grazing**” is often conducted where a particular ecological outcome is desired (e.g., such as prescribed grazing). A Grazing Operator (or in this context, a ‘Grazing Service Provider’) is hired and financially compensated to perform this service using the tool of livestock grazing, alone or in combination with other methods. In California, it is not uncommon for contract graziers to perform vegetation management using the tool of grazing alone or in combination with other vegetation treatments to manage fuels that may accumulate due to build up of dry, dead vegetation that may present a high fire risk. This work may be performed with a variety of species.

Grazing service providers—which primarily are sheep and goat operations but can include some cattle operations—charge for grazing with prices calculated based on size of area to be treated, terrain, type of vegetation, season, need for and feasibility of temporary containments, access, and a variety of other potential factors.

This document focuses on Agreements in which the primary fee structures are those in which the Grazing Operator pays the Landlord for use of the property. Other types of fee structures, like those described above, are more appropriate for situations in which the grazer is primarily receiving payment, rather than the Landlord.

- **Drawbacks/Considerations**
 - *Agency policies may vary on whether they can offer credits for on-site improvements or if they require cash payments for rent.*

6. Utilities

List any utilities that are associated with the property, such as electricity to run a pump, and which Party will be responsible for paying the utility costs. State that fees to provide utilities (e.g., hookup to municipal or other power sources) for maintenance and ongoing support of essential grazing infrastructure are necessary. The hookup itself and future maintenance might require costs for labor, materials, and equipment. These fees and costs can be excessive and should be paid either by the Landlord or the Grazing Operator by explicit negotiation; describe if the utilities will be transferred to the Grazing Operator and paid directly, or if the Grazing Operator will pay the Landlord, as well as the payment schedule.

7. Taxes, Assessments, and Possessory Interest

- **Personal Property Taxes**

On-site improvements and infrastructure should be considered when determining implications for personal property taxes.

- **Real Property Taxes**

Real property taxes are typically paid by landlord.

- **Possessory Interest Taxes**

*Clarify whether there might be a Possessory Interest tax incurred. Those taxes are set by the local county to require a person in possession of otherwise tax-exempt property to pay what would otherwise be the property tax. 'Grazing Service Providers' may be exempt as service providers instead of Grazing Operators of land (also see **Box 2. Other Fee Structures**, previous page).*

8. Property Uses

Property uses should be described in the **MAP TEMPLATE** (see [Chapter VII. GUIDANCE FOR USE OF THE GRAZING AGREEMENT TEMPLATE](#) and [APPENDIX D. MANAGEMENT ACTION PLAN \(MAP TEMPLATE\)](#)), which is equivalent to Exhibit "C" in the **Agreement Template** ([APPENDIX C. GRAZING AGREEMENT TEMPLATE](#)).

- **Agreement Type**

Once a tentative decision has been made to develop an Agreement with a Grazing Operator, the type of Agreement needs to be chosen. Typically, a "lease" gives the Landlord the right of possession of the entire parcel. While a lease could provide such an arrangement, it does not adequately cover important aspects, like structures or locations and use by others. A type of Agreement that would address these more complex issues is properly defined as a 'license' or 'permit' (such as this Agreement). These licenses allow for limited uses—like grazing—on the property, while the property itself remains under the control of the Landlord agency. A license or permit to graze a parcel would normally entitle, not simply provide, the right to graze in accordance with the terms of the license, which may reference

a plan tailored to the specific property to guide grazing management activities (in this case, the [Chapter VIII. Guidance for Use of the MAP Template](#)). In some circumstances, it might be more appropriate to enter into a 'service contract' for vegetation removal, for instance with a contract grazing operation (see **Box 3. Grazing Operations – Who Pays?**, sidebar).

- **Allowable Uses**

Description of Parties allowed to enter or use the property, and a description of allowable uses by each Party. Include policies on other/associated aspects such as ATVs, horses, trucks, supplemental feeding, farming, and hunting. Off-road vehicles, such as ATVs and UTVs, are often essential tools stored on-site in a livestock operation for providing feed supplements like salt blocks and doing fence maintenance and are often allowed as 'implements of husbandry'.

- **Living Quarters Policies**

Policies should be defined for temporary living quarters for handlers, if any.

9. Permits and Approvals

Any permits or approvals from municipal or regulatory agencies for activities covered under the Agreement must be identified. The Party responsible for acquiring the permits or approvals and the Party responsible for any associated fees must be identified as well.

10. Grants or Credits

Any grants or credits must be identified in this Agreement, could involve high costs, and should be paid either by the Landlord or the Grazing Operator by explicit negotiation.

BOX 3. Grazing Operations – Who Pays?

Grazing agreements can be arranged in different ways depending on how the parties involved apportion out the *contributions to* and the *benefits from* the grazing operation. If the Grazing Operator receives good quality forage, reliable and adequate water, and an easily accessed, securely fenced area for their animals to stay long enough to earn a profit, then the Grazing Operator would pay for those benefits. If the Landlord is obtaining some significant benefit(s) from grazing that is specifically managed to remove/alter vegetation at particular times and in ways to produce benefits such as, but not limited to, reducing wildfire risk and/or invasive plant populations, or improving certain wildlife habitat characteristics, then the Landlord would typically pay the livestock manager for those benefits. Often *contributions from* and *benefits to* each party will exist. This is why coming to the table with clear purposes and outcomes in mind is key for successfully negotiating fair agreements.

For more details and examples, see University of California Agriculture and Natural Resources Publication 8679 ([Barry et al. 2020](#)).

11. Access to Premises

Access points should be identified in the text and reference maps (see also related **Agreement Guidance [Item 1. Property Description](#)** and **MAP Guidance [Item *2.1 General Description of Property](#)**).

- **Allowable Parties**
Designate the Parties (i.e., agencies, organizations, individuals, groups) that will be allowed access to the property.
- **Landlord's Access**
Details should be provided as they relate to the Landlord's access to the property.
- **Public Access**
Details should be provided as they relate to the Public's access to the property, if applicable.
- **Access Gate Location(s)**
Identify access gate locations (see also related **Agreement Guidance [Item 1. Property Description](#)** and **MAP Guidance [Item 2.1 General Description of Property](#)**).

12. Right to Enter

Rights to enter the property and any associated limitations must be identified in this Agreement.

13. Road Access and Fees

Any road access issues and fees required must be identified and could be expensive. Payment of any fees may be made by the Landlord or Grazing Operator and must be explicitly negotiated.

14. Repair and Maintenance

Generally, the Landlord is responsible for providing all infrastructure on site in good working order at the beginning of the grazing term. The Grazing Operator is typically responsible for general maintenance to keep the infrastructure in working order throughout the grazing term. The Agreement should clearly specify these details. A dollar threshold may be specified in the Agreement signifying when something goes beyond the responsibility of the Grazing Operator (e.g., maintenance) to the responsibility of the Landlord (e.g., repair). An example of this might be the Grazing Operator conducting routine maintenance on a pump, but when the pump fails, the Landlord repairs or replaces it.

Typically, a Grazing Operator is responsible for maintenance and repairs of infrastructure (e.g., fences, roads, ditches, drains, and watering infrastructure) in compliance with applicable permits and laws. This could depend on the condition of infrastructure on entry and anticipated length of the contract period, and whether other Parties will have use of the infrastructure. A provision can be included to share costs (e.g., if a well for livestock watering becomes dysfunctional a Grazing Operator is responsible for a limited share of the repair costs involved).

15. Improvements and Modifications

The Agreement should state that current infrastructure requirements (including construction and maintenance costs) may change through the period of this Agreement. Such costs can be excessive and will likely have a useful life longer than the period of the Agreement. Normally such costs for permanent infrastructure are paid by the Landlord, but the Agreement should explicitly state who is responsible for the purchase and maintenance costs of such equipment. Also see related **MAP Guidance** [Item *5.14 Infrastructure](#).

- **Permanent Improvements**

The Grazing Operator is typically required to receive permission in writing from the Landlord prior to constructing any permanent improvements; such documentation includes who pays for projects, or at least parameters on how this might be decided on a case-by-case basis.

16. Equipment

This applies to any non-permanent tools or supplies that may be included with the Agreement or necessary to carry out the terms of the Agreement, such as electric fencing materials or electric fence charger. The Party responsible for providing any necessary equipment should be identified.

17. Fencing

An inventory of existing fence and condition of existing fence should be included, along with the Party responsible for maintaining and relacing fences. Generally, the Landlord will provide perimeter fencing in working condition and the Grazing Operator is responsible for checking and routine maintenance of the fences. When fencing needs move beyond maintenance to replacement, generally the Grazing Operator will cover replacement.

For example, the Grazing Operator maintains broken fence wire throughout the season but if a car crashes into the fence, knocking out gates and brace posts, the Landlord replaces that. If the Grazing Operator will be responsible for building or maintaining fencing, the Landlord should consider including fence specifications in the Agreement.

California Food and Agriculture Code (FAC) § 17121¹⁷ describes a ‘lawful fence’ as follows:

A lawful fence is any fence which is good, strong, substantial, and sufficient to prevent the ingress and egress of livestock. No wire fence is a good and substantial fence within the meaning of this article unless it has three tightly stretched barbed wires securely fastened to posts of reasonable strength, firmly set in the ground not more than one rod [16.5 feet] apart, one of which wires shall be at least four feet above the surface of the ground. Any kind of wire or other fence of height, strength and capacity equal to or greater than the wire fence herein described is a good and substantial fence within the meaning of this article. The term

¹⁷ https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=FAC§ionNum=17121

“lawful fence” includes cattle guards of such width, depth, rail spacing, and construction as will effectively turn livestock.

This definition of a lawful fence is a minimum standard. Some Landlords might consider specifying spacing between t-posts (12 feet is an accepted standard), weight of t-posts (1.33 pounds/foot is an accepted standard), and number of wires (four to five is an accepted standard) when the Grazing Operator will be repairing and replacing fence to maintain acceptable standards on site. Some agencies prefer to use “wildlife friendly” fences that may include smooth top and bottom wires at specific heights to allow for easier wildlife passage while still containing livestock. These fences can be compatible with cattle but are less compatible with sheep and goats. Any desired fence specifications should be detailed in the Agreement.

18. Maintaining Premises

This Item refers to any maintenance tasks directly related to the property but not included in Agreement Items 14–17, such as road maintenance, clearing downed trees, or repairing erosion. Identify the Party responsible for these tasks (see related items in the [Agreement Guidance Item 14. Repair and Maintenance](#), [Item 15. Improvements and Modifications](#), [Item 16. Equipment](#), and [Item 17. Fencing](#)).

Details regarding stewardship practices should be incorporated in the MAP, and the RMP if applicable (see related items in [MAP Guidance Section 4.0 Grazing Management Goals, Objectives, and Performance Standards](#)). The Agreement should have a clause incorporating the MAP (and RMP, if applicable) by reference to ensure the practices are part of the Agreement.

19. Custodial and Trash

Detail the Party responsible for removing any trash that accumulates on the site or is dumped on the site. This could also detail how the Grazing Operator should handle any trash that is generated through their normal use of the site. Specifically, this should cover whether there is garbage service on site, or if garbage should be removed. If the Grazing Operator is responsible for garbage removal, this should detail whether garbage can be temporarily stockpiled, in which location, and for how long.

20. Condition of Premises

Include a general description of the condition of the property at the beginning of the Agreement term, calling attention to anything that may be affected by use of the property through the terms of the Agreement (e.g., condition of sensitive areas that should be off-limits to livestock or vehicles). Detail the expected conditions of the property at the end of the Agreement term.

21. Debt Liability Disclaimer

Include a statement releasing the Landlord of any debt liability. Consider the following language: “The State will not be responsible for any debts or claims that arise from the Grazing Operator’s use of the Premises.”

- **Liens**

Liens are not typically allowed against the property or owner.

22. Water and Irrigation

Explain whether water rights are included as part of the Agreement and explain what those rights entail. This should also include which Party is responsible for paying any water costs or pumping costs, which Party is responsible for irrigating (if applicable), and in which season or specific dates irrigation may occur.

23. Aerial Applications

Detail any allowances or restrictions on aerial applications of chemicals such as herbicide, insecticide, or fertilizer.

24. Animal Husbandry

Detail any general expectations regarding the health and management of the livestock. It is common to require the Grazing Operator to provide copies of vaccine protocols, herd health program, or an animal welfare program

25. Livestock

Describe how to handle deceased livestock (i.e., location for burial) and timing of dealing with these animals.

26. Protection of Premises

Describes any management measures in place to protect or maintain the ecological qualities of the property, which could include the following:

- **Soil Altering Practices**

Describe soil altering practices (e.g., tillage) that are allowed or not allowed, if applicable.

- **Invasive Species Measures**

Describe the potential for introduction of invasive species from feed, vehicles, animals, or other equipment, and describe measures to reduce or eliminate introductions.

27. Property Restrictions

Describe any restrictions on activities, such as driving, recreational horseback riding, camping, hunting, trapping, use of herding dogs, and pest animal control. Often an Agreement will prohibit the use of offroad vehicles (e.g., all-terrain vehicles) or limiting vehicle travel to designated roads. All-terrain vehicles (ATVs) are an important management tool for many grazing operations used for everything from checking, treating, and gathering livestock to hauling nutrient supplements to checking and fixing fences. Most of these activities cannot be limited to designated roads. It is important in the Agreement to distinguish between recreation vehicle use and use of vehicles for management purposes. ATVs used for animal management and husbandry should be exempted from restrictions. There may be instances of sensitive areas that should be avoided with ATVs, in which case, these areas should be clearly mapped and described in the Agreement (also see related **MAP Guidance [Item *5.10 Restrictions](#)**).

28. Property Inspections

Describe when and why the Landlord and their agents are allowed to enter the property. This should also include whether the Grazing Operator will be notified, how, and how much notice will be provided by the Landlord.

29. Sub-contracting

○ **Landlord Consent**

Subcontracting or subletting is when the Party holding an Agreement (i.e., the 'Grazing Operator') then rents all or a portion of the property to another Party for their use. The Party initially selected for the lease may no longer be involved once they subcontract the grazing. Subcontracting is generally not accepted as it involves a potentially unknown third Party who was not part of the application or screening process. In addition, since the person grazing the property is not on the Agreement it can be difficult to enforce performance standards and can have legal ramifications if something goes wrong on site.

*This section should also address the policy on taking in "pasture cattle". This is a term used when the Grazing Operator grazes cattle they do not own. An example would be if the Grazing Operator brought in stocker cattle, owned by someone else who was paying the Grazing Operator on a per-pound-of-gain basis to feed and manage the cattle for the season. This is like subcontracting but has some distinct differences. The main difference is that the Grazing Operator is still managing the livestock and the grazing and is still the on-site presence. With subcontracting, the Grazing Operator would be hands-off while a third Party would bring in the livestock and conduct the management on site. Taking in "pasture cattle" is generally more accepted in Agreements than subcontracting but should be considered on a case-by-case basis, depending on the situation. This can also be addressed in related **Agreement Guidance [Item 11. Access to Premises](#)** that outlines who is allowed to enter/use the property.*

○ **Grazing Operator Responsibilities**

Generally, the Grazing Operator is still responsible for terms of Agreement unless otherwise agreed; for instance, by the Landlord accepting assignment of the contract.

30. Insurance

Specify policies for the livestock, payment credits, and future use of the property if the property is damaged by an act of nature vs. vandalism vs. the fault of the Grazing Operator vs. other reason(s). The same policies would apply as were described in **Agreement Guidance [Item 3. Early Termination](#)**, above. If loss to predators could occur, include details as to whether the livestock operator will be compensated or if they are assuming all the risk. Minimum coverage limits are identified in the Agreement.

○ **General Liability Insurance**

Grazing Operator should typically have comprehensive insurance to cover general liability, bodily injury and death liability, and broad form property damage liability insurance. The Landlord should be named as an 'other insured.'

- **Automobile Liability**

Proof of auto insurance should be provided if Grazing Operator will be using a motor vehicle for tasks within the property.

- **Workers Compensation Insurance**

Workers Compensation Insurance should be obtained if Grazing Operator has employees working on the property.

31. Hold Harmless Indemnification

Each Party shall indemnify and hold the other, its officers, employees, agents and volunteers harmless from and against any and all claims, demands, orders, decrees or judgments for injuries, death or damage to any person or property arising or resulting from any act or omission on the part of said Party or its agents.

- **Landlord Indemnification**

Some Agreements call for the Grazing Operator to indemnify Landlord and all affiliates except in the case of negligence or breach of the Agreement terms on Landlord's part.

- **Accessible Public Lands**

In the case of public access lands or lands where multiple Grazing Operators may access the same property, and where the Grazing Operator may have little role in any potential injuries incurred by the public, this requirement might be addressed by listing the Landlord agency as an 'other insured' on the Grazing Operator's liability insurance.

32. Americans with Disabilities Act; Unruh Civil Rights Act; Disabled Persons Act

This Item is included in any Agreement because it is the law, and while the Agreement does not restrict the Grazing Operator and does apply to pastures, this does point out that law prohibits discrimination based on disability and does stipulate that the Grazing Operator cannot discriminate against their employees.

33. Property Damage

Specify policies for the livestock, payment credits, and future use of the property if the property is damaged by an act of nature vs. vandalism vs. the fault of the Grazing Operator. The same policies would apply as were described in **Agreement Guidance [Item 3. Early Termination](#)**, above.

34. Fire and Casualty Damages

Specify policies for the livestock, payment credits, and future use of the property if the property is damaged by a fire. The same policies would apply as were described in **Agreement Guidance [Item 3. Early Termination](#)**, above.

35. Losses

Specify policies (if any) for handing loss of livestock or personal property from the property.

36. Disposition of Licensee's Personal Property

Dates should be specified for which Grazing Operator should remove personal property and temporary improvements and should generally occur prior to or upon termination of the Agreement. Generally, this is 30 days.

37. Recovery of Legal Fees

Include details of how disputes will be handled including attorney fees and potential appeals.

38. Notices and Communications

Describe how communication will be conducted between the Parties and include contact information for all involved Parties.

Section 2 – Standard Provisions

The Standard Provisions section of the Agreement outlines the general terms and conditions that apply to all contracts. The items in this section are not negotiable and are not tailored to individual situations, unlike the items in [Section 1 – License Specific Provisions](#), many of which may be tailored to individual Grazing Operators, Landlords, agencies, and contexts.

VIII. **GUIDANCE FOR USE OF THE MANAGEMENT ACTION PLAN TEMPLATE**

The MAP template includes elements to address grazing management that will guide the implementation of specific grazing-related activities developed in concert by the Landlord and the Grazing Operator and to accomplish goals and objectives stated in a more comprehensive, related Resource Management Plan (RMP) for a property or set of properties. Not all properties will have an RMP, but it is recommended that one be developed to provide an overarching document outlining the resources, goals, and needs of the property or properties. The MAP would then act as a supplement to the RMP on properties that are grazed by livestock.

The **MAP Template (APPENDIX D)** was designed to assist land managers in developing a proper grazing plan to achieve stated goals and objectives for use on a working landscape. The MAP Template details the critical items to be included in a comprehensive MAP. The items marked with a corresponding **asterisk (*)** are critical items that should be included in any MAP (e.g., a simplified version that does not include other items that do NOT have an asterisk). The MAP template does not include every possible detail or factor that must be addressed but provides the most common and important topics to include and develop, guiding managers in developing the MAP from resource assessment and management objectives through monitoring and adaptation.

Land managed by state agencies is often associated with specific management goals and objectives related to the property's acquisition and Landlord policies, often including uses such as recreation and wildlife habitat, and are usually defined in the comprehensive RMP. When grazing management is used as a tool there are generally additional goals and objectives that range from habitat enhancement to a reduction in fine fuels. The objectives should be clearly outlined in the MAP. These plans can range from simple to complex, but at the very least they should clearly outline the objectives of the management and how success of these objectives will be measured. The plan should define desired and expected grazing management results and the performance standards for each objective that can demonstrate compliance with and effectiveness of the plan.

The primary focus of the MAP is to guide all Parties to collaboratively develop a plan to best achieve stated conservation and sustainability goals. The RMAC subcommittee **strongly recommends** that MAPs be developed by or in concert with a Certified Rangeland Manager (CRM) and with input from an experienced livestock manager, who has the experience necessary to determine the best strategy to achieve the state goals and objectives of the MAP. Engagement of a Certified Rangeland Manager is not required in all circumstances but is legally mandated in certain forested landscapes. See [Chapter V. CERTIFIED RANGELAND MANAGERS](#) for more information on the importance of utilizing a CRM to develop MAPs and other grazing recommendations. Additionally, ensuring the Grazing Operator has some flexibility to decide how to graze the land to achieve the desired results—subject to the terms of the MAP and the Agreement—rather than requiring a specific grazing prescription, can be advantageous. Monitoring of a grazing prescription (such as on/off dates, numbers of livestock) is focused on compliance rather than on the desired results.

Purpose of the Management Action Plan (MAP)

Management Action Plans are written as implementation plans for specific actions and activities identified to accomplish specific goals-oriented objectives, which are often stated in associated RMPs. In many cases, the MAP may take the form of supplemental California Environmental Quality Act (CEQA)

documents which tier off existing RMPs, other types of land management plans, and documents with similar purposes. For the purposes of the State Lands Grazing Packet, the MAP will focus on the use of prescribed grazing but can include many other conservation or management activities based on the type of land and uses. Land use or environmental objectives can range from simple “vegetation reduction” for specific portions of the property to a more targeted reduction of specific plant canopies or species for the enhancement of wildlife habitat, minimization of fuels, trail maintenance, or other purposes. In the case of grazing, a state agency may need to establish an Agreement with a Grazing Operator for the work (in the State Lands Grazing Packet, this is the Grazing Agreement, or ‘Agreement’). Such an Agreement would be drafted to cover the legal aspects of the grazing arrangement and would reference the MAP to be implemented.

Some public agencies, conservation organizations, and private Landlords might not have sufficient time or funding to develop a MAP as described here prior to the application of grazing, especially where an immediate need exists. We recommend those in that position seek assistance in developing a **simplified plan**. For state agencies or conservation organizations, such plans might be developed by modifying existing plans already created for other similar properties managed by the agency/organization or derived from plans created by other state or federal land management agencies or allied organizations. Private Landlords can also receive planning assistance from staff at their local USDA Natural Resource Conservation Service office (see “Find your Local Service Center” at <https://www.nrcs.usda.gov/conservation-basics/conservation-by-state/california>) or the local University of California Cooperative Extension/UCANR office (<https://ucanr.edu/About/Locations/>).

Role of a Resource Management Plan (RMP)

As noted above, the MAP will be separate from the RMP, which should include a broader explanation of how management of the subject land is governed by any purposefully or legally mandated processes, objectives, or other guiding documents or constraints such as easements, Habitat Conservation Plans, or timber/forest management plans. The MAP is intended to complement the RMP as a means of accomplishing some of the RMP’s goals and objectives, where appropriate. Like any other management action undertaken with the purpose of producing specific outcomes, a practical evaluation of whether the grazing treatment(s) have produced these outcomes to the level intended must be a part of the MAP. The MAP need not reiterate the RMP, but rather, should build upon it.

Existing RMPs may already assess relevant resource vulnerabilities to, and benefits from, grazing activities. In such cases, the MAP need only *reference* the RMP. The monitoring component of the MAP should explain how the resources affected by grazing will be monitored and how the monitoring results relate back to the resource objectives. Documentation of how grazing and other land treatments were implemented and other site-specific environmental factors at the time of grazing are crucial to interpreting the monitoring results and outcomes of the implemented grazing activities. The current planning effort presented at the link below should cover all items in the template. The Multi-Agency Cooperative Forest Management Plan developed by CAL FIRE (<https://ucanr.edu/sites/forestry/files/318079.docx>) is one example of an RMP. Other divisions within the California Natural Resources Agency likely have their own requirements and examples of existing RMPs.

Livestock grazing has many interacting effects on rangeland resources and associated pastureland that should be included in a MAP that is intended to conserve ecosystems wholly, not just focus on the

management of targeted species or individual agricultural opportunities. The MAP should include realistic conservation objectives while maintaining feasibility and sustainability for grazing operators and the broader community. Management Action Plans for all significant actions, including grazing, must include measurable objectives and performance standards, and include monitoring of implementation and effects (i.e., results/outcomes). MAPs should include monitoring and adaptation plans, with clear detailed descriptions of methods and processes for making adjustments to the MAP.

Management Action Plan Guidance

The following explanations pertain to the corresponding numbered items in the **MAP Template (APPENDIX D)** and are meant to highlight items to be taken into consideration and to provide additional information to land managers to assist in the decision-making process when developing the MAP.

Items identified with asterisks (*) in the MAP template are critical to address in any simplified MAP and are further detailed below; however, all items are recommended for inclusion in any MAP.

1.0 Introduction

*1.1 Relationship of this MAP to Other Documents

Differentiate various purposes of land management plans and tier any plan to existing planning documents. Cite all available documents: include applicable plans, federal or state code or legal agreements or legislation, environmental reviews, permits, easements, regulatory documents, and any other information salient to the property and to which the MAP applies. Provide a concise description of relevant management goals and requirements.

NOTE: Goals and requirements specifically related to the grazing aspects of the Agreement will be further delineated in **MAP Guidance Section 5.0 Grazing Program**.

*1.2 Purposes and Uses of this MAP

Describe intended benefits and expectations of the effects of grazing and associated activities on the grazed lands; describe how the MAP should be applied when making grazing and related management decisions and how it relates to associated documents. The related Grazing Agreement will refer to this MAP, and the MAP will reference the Agreement.

*1.3 Preparers

List the primary professionals with qualifications and affiliations who directly contributed to development of this MAP. Those authorizing such planning must identify who is to be responsible for developing these plans (usually the Landlord, not the Grazing Operator, if public lands). May be identified on title page; requires review of applicable state code, including but not limited to the following: California Deputy Attorney General Bagley's 2008 analysis ([Bagley 2008](#)). Include the supervising licensed California Certified Rangeland Manager, if any, particularly where required (see [Chapter V. CERTIFIED RANGELAND MANAGERS](#)). It is useful to include a process for making decisions, resolving conflict, and settling on details of the Agreement. See also related components

of **MAP Guidance** [Item *5.6 Conflict Mitigation Strategies](#), [Item *5.11 Communications](#), and [Item *6.2 Plan and Practice Adaptation](#).

2.0 Description of Current Site Conditions

NOTE: Impacts of grazing are discussed in **MAP Guidance** [Section 6.0 Monitoring, Reporting, and Plan Adaptation](#).

For all items below, include relevant map(s).

*2.1 General Description of Property

Physical location; history of land use(s), especially grazing and cultivation.

*2.2 Native/Naturalized Vegetation

Known and expected occurrence of special-status plants and natural communities; descriptions of suitable habitats; may be based on Manual of California Vegetation (MCV) Vegetation Types (Sawyer et al. 2008).

*2.3 Invasive Pest Plants

Table of priority pest plants with California Department of Food and Agriculture (CDFA)¹⁸ and California Invasive Plant Council (Cal-IPC) ratings.¹⁹

*2.4 Wildlife and Habitats

Known and expected occurrence of special-status animals; descriptions of suitable habitats; see California Natural Diversity Database (CNDDDB).²⁰

2.5 Aquatic and Hydrologic Resources

Description of watersheds, riparian zones, streams, ponds, lakes, and wetlands.

2.6 Soils and Topography - Ecological Site Descriptions, Productivity, Erosion, and Compaction

List soil types, Ecological Site Descriptions,²¹ herbaceous production, and hazards of erosion and compaction.

2.7 Fire Hazards and Risks

Descriptions of herbaceous and woody fuels; higher risk zones of ignition, route of spread; see Department of Forestry and Fire Protection (CAL FIRE) maps of Fire Hazard Severity Zones;²² requirements for emergency vehicle access.

¹⁸ https://www.cdfa.ca.gov/plant/IPC/encycloweedia/winfo_weedratings.html

¹⁹ <https://www.cal-ipc.org/plants/inventory/>

²⁰ <https://wildlife.ca.gov/Data/CNDDDB>

²¹ <https://www.nrcs.usda.gov/getting-assistance/technical-assistance/ecological-sciences/ecological-site-descriptions>

²² <https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones>

2.8 Woody Encroachment

Description of status of any current or expected woody plant community encroachment into grasslands affecting suitability for grazing and maintenance of special grassland habitats.

3.0 Impacts of Grazing on Resources of Concern***3.1 Grazing Context**

Describe type of grasslands/forage, grazable areas, grazing hazards, built structures, neighbors, access, and current grazing program.

***3.2 Summary of Expected Grazing Effects on Special Resources and Desired Management Outcomes**

*Describe how grazing is expected to affect special-status resources, including those listed in **MAP Guidance Items** [*2.2 Native/Naturalized Vegetation](#) through [2.8 Woody Encroachment](#), above, and general guidance on how to manage grazing to achieve the desired results including any Best Management Practices in use.*

***3.3 Potential Conflicts with Wildlife, Recreation, or Neighbors**

Describe any potential conflicts in grazing management objectives and practices with application of other plans to manage wildlife, pest plants, recreation, or neighbors' activities, including those in specified situations (e.g., protected wildlife require feed, which contributes to feed losses for the Grazing Operator) and offer of fee-credits or payments by the Landlord for in-lieu work performed by the Grazing Operator to fix or to compensate for damages or trade-offs.

3.4 Expected Effects of Climate Change

Describe current models of expected climate change on the fundamental conditions of the property, shifts of vegetation state, and habitat quality for special species and natural communities. Describe any management strategies that could be used to adapt to annual changes in environmental conditions.

3.5 Priorities for Ongoing Maintenance

*Describe any plans and activities currently or expected to be implemented by the Landlord as priorities to maintain or improve the property, including ranch roads and watering infrastructure, and to achieve special resource results, such as restoration of oak woodlands, minimizing erosion and pollution, controlling shrub encroachment, or carbon sequestration. Describe ongoing strategies that will be used and timing of these activities to maintain the vegetation at desired levels and conditions (see **MAP Guidance Item** [*5.4 Forage Utilization and Residue Standards](#)).*

4.0 Grazing Management Goals, Objectives, and Performance Standards***4.1 Identify Goals, Objectives, and Performance Standards to Meet RMP Objectives**

Distinguish the relationships of goals, objectives, and performance standards stated in this MAP, and to be utilized for monitoring of management results. Objectives need to be

practical and measurable. These should be feasible and ecologically significant to be worth the effort it takes to implement management activities and monitor outcomes and be measurable to allow for assessment of management success.

5.0 Grazing Program

***5.1 Glossary of Terms**

Define any industry-specific or site-specific terms that may need clarification. Examples of commonly defined terms may also be found at the beginning of this Guidebook, under [Appendix B: Definitions](#).

***5.2 General Prescription**

This prescription will be for initial implementation, as defined by the Landlord, but adjusted by the mutual consent with the Grazing Operator to achieve desired results in this MAP.

It is important to understand that any one parcel or site is often part of a larger grazing system or property, and livestock have seasonal requirements and limitations, as do other parcels within the grazing system. For instance, there are typical grazing seasons for any type of livestock, which a land manager needs to understand and consider when developing an Agreement and associated MAP. Starting or ending the contract period of an Agreement at a non-conventional time of year may make it difficult for Grazing Operators to accommodate or make it financially less viable for a Grazing Operator, and therefore make it more difficult to find an operation able and willing to graze. Often the timing that livestock go to one property may be dictated by when they have to leave another property, either based on environmental conditions such as feed or water availability or lease stipulations. Extensive planning goes into securing forages throughout the year that meet livestock requirements; moving livestock from one location to another is not generally done spontaneously but is planned well in advance and must consider forage and water availability.

Management goals and objectives should drive the actual grazing management. These may be derived from an RMP or developed separately and clearly stated in the MAP. Grazing management strategies should be chosen to best achieve the identified natural resource objectives. Grazing management strategies should detail specifically the desired outcomes of the grazing. Conventionally, specifics of the grazing operation include:

***5.2.1 Location(s) of treatment**

*Identify where grazing will occur, and where it cannot occur. Areas excluded from grazing should be included on a map, which may be developed for the MAP or Agreement (see **Agreement Guidance [Item 1. Property Description](#)**) or may exist as part of an RMP or other land management document.*

5.2.2 Period(s) of treatment

When grazing will occur. If parcels will be visited more than once in a year, indicate return intervals (see **MAP Guidance [Item 5.2.5 Frequency of grazing revisits to previously grazed units](#)**, below).

5.2.3 Types, approximate weights, and numbers of animals to be used

What kinds of animals will be used (e.g., species, class, approximate weight, stage of production).

5.2.4 Anticipated length of grazing periods

How long the animals will remain in the property, including the entire time they will be on the property, and the number of grazing days within each grazing unit or parcel during each grazing event and in total across the entire year or grazing season.

5.2.5 Frequency of grazing revisits to previously grazed units (if any)

Return Intervals (i.e., whether the grazing treatment is to be repeated within a season) for each grazing unit or parcel.

***5.3 Grazing Capacity and Recommended Initial Stocking Rates**

Based on available forage, management goals and objectives, and consistent with terms of the Agreement. Present calculations and results of a grazing capacity analysis, including expected forage production for the different soils, grazable acres, forage losses, and retention of residue; forage available by weather year; initial stocking rates; and how adjustments may be made.

***5.4 Forage Utilization and Residue Standards**

Describe the desired levels of forage utilization by grazing livestock, and residue standards at the end of the grazing period. Describe outcome-based standards that will be applied to grazing management and monitoring. For annual dominated rangelands this is usually managing for Residual Dry Matter (RDM) standards (Bartolome et al. 2006, Clawson et al. 1982). For perennial-dominated rangelands, meadows, and Great Basin range types, a percent utilization (or residual biomass) standard on desirable forage species is usually adopted. Generally, the method is site- and context-specific, although RDM in pounds per acre may still be utilized in some of these system types.

***5.5 Special Management Areas for Targeted and Deferred Grazing**

Describe any areas that will be targeted or avoided due to various resource needs. Identify clusters of special resources affected by grazing with strategy to target or defer grazing to achieve conservation objectives, while moving grazing as needed to flexible use fields.

***5.6 Conflict Mitigation Strategies**

Describe potential conflict mitigations (see **MAP Guidance [Item *3.3 Potential Conflicts with Wildlife, Recreation, or Neighbors](#)**), including requirements to minimize the conflicts in specified situations (e.g., protected wildlife require feed, which contributes to feed losses for the Grazing Operator) and offer of fee-credits or payments by the Landlord for in-lieu work performed by the Grazing Operator to fix or to compensate for damages or trade-offs.

***5.7 Fire Hazards and Risks Mitigation Strategies**

Describe any potential fire risks and strategies that may or will be used to minimize these risks. Describe any additional studies or results of planning with local and state emergency service agencies and resulting strategies for reduction of fuels noted in **MAP Guidance [Item 2.7 Fire Hazards and Risks](#)**.

***5.8 Supplemental Feeding and Feeding Areas**

Describe whether supplemental feeding may occur on site, type(s) of supplemental feeding, restrictions on supplemental feeding, and locations and timing of supplemental feeding.

***5.9 Animal Distribution Improvements**

Describe the existing and planned infrastructure and other strategic activities to improve distribution of grazing, as well as any restrictions or constraints.

***5.10 Restrictions**

Describe any restrictions to be imposed, such as restrictions on dogs, horses, building of structures, considerations around predators, supplementary enterprises, use for non-grazing purposes, private recreation or hunting access by the landowner and the Grazing Operator.

***5.11 Communications**

Describe plans for communications between the Landlord and Grazing Operator for general planning as well as emergency response. Include the following:

- Mutual expectations for communications between the Landlord and Grazing Operator for general planning as well as emergency response;
- Landlord expectation of response window (i.e., number of hours) for the Grazing Operator or representative to arrive at the property to respond to emergency calls; and,
- Content and timing of annual planning meetings and reports.

***5.12 Livestock Agreement Options and Recommendations**

Refer to the Agreement and describe any pertinent license details as they relate to timing and management of grazing; the Agreement should also refer to the MAP, which may be updated periodically. This could include outlining animal husbandry and welfare expectations such as herd health programs and how to handle deceased livestock.

***5.13 Grazing Fee Credit Options and Other Incentives for Stewardship Cooperation**

Describe payment options such as land improvements or specific management that could apply to grazing payments or discounted rates; such incentives will vary by Landlord and managing agency and should align with stipulations in the Agreement.

***5.14 Infrastructure**

Abide by applicable state codes regarding livestock fencing, and concise presentation of required compliance by the Grazing Operator (see FAC §§ 17121–17124²³ and FAC §§ 17150–17153²⁴ for electrified fences).

***5.14.1 Existing Grazing-related Infrastructure**

Describe all infrastructure such as corrals, fencing, water troughs, and pumps.

***5.14.2 “Wildlife-friendly” fencing**

“Wildlife-friendly fencing” should be used or required only at segments where specified wildlife may be directly harmed by regular fence; fence segments where no such conflict is expected should use regular fence; however, all fence should meet or exceed the CDFA “good and substantial fence” code.

***5.14.3 Required Improvements**

Describe any infrastructure improvements that will need to be made before grazing can be implemented or during Agreement term.

***5.14.4 Maintenance and Unexpected Repairs**

Describe which party is responsible for maintenance and repairs of infrastructure on the property.

***5.14.5 Estimated Costs and Responsibilities**

Costs of permanently installed infrastructure (with useful life expected to exceed the term of the Agreement) related to the desired grazing operation are typically covered by the Landlord; costs of maintenance of that infrastructure are typically covered by the Grazing Operator.

5.15 Extreme Weather (drought, flood, debris flows, infrastructure damage) Preparations, Special Monitoring, and Response Plan

*Describe potential extreme weather events, including those associated with climate change (see **MAP Guidance Item 3.4 Expected Effects of Climate Change**). Describe strategies for communications among management agency staff and Grazing Operator,*

²³

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=FAC&division=9.&title=&part=1.&chapter=7.&article=5

²⁴

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=FAC&division=9.&title=&part=1.&chapter=8.&article=

*priority responses (see [MAP Guidance Item *5.11 Communications](#)), and subsequent monitoring of emergency impacts. Describe indicators of likely conditions which would cause grazing to be suspended (e.g., saturated soils, public use, fire, floods, or drought). Describe management strategies to be used during extreme weather, such as when animals will be removed and when they can return to the property.*

6.0 Monitoring, Reporting, and Plan Adaptation

Monitoring is a common aspect of the MAP. Monitoring can be used to measure the effectiveness of management practices at meeting the objectives, or compliance with Agreement terms. When developing monitoring strategies, methods should be chosen that measure variables directly related to the resource goals. This provides feedback as to whether goals were met and provides a basis for management decisions. Many resources are available detailing various rangeland monitoring methods and their uses. A monitoring regime is project-specific and should be tailored toward specific sites and objectives. For these reasons, this document will NOT delve deeply get into specific monitoring methodology. However, many useful monitoring resources are provided below in [Chapter VI. SUPPLEMENTAL RESOURCES](#).

***6.1 Monitoring and Reporting**

Describe monitoring variables, methods of measurement, schedule, data analysis, and reporting requirement to determine compliance and effectiveness of management actions; describe the rationale for inclusion or exclusion of potential variables with reference to common professional practices and expected grazing effects. Describe any required methods and variables.

Define data management and sharing expectations and requirements of the landowner and other agencies. Define how the monitoring data will be collected and managed. Data sharing clauses are not common in grazing leases, but the agency might need to track management and outcomes.

***6.2 Plan and Practice Adaptation**

Describe how the monitoring plan may be adjusted to better measure existing conditions, adapt to changes, and meet the plan's objectives. Include the following:

- *Describe required changes to existing grazing plans at time of Agreement that must be negotiated (including responsibilities for any costs) with all parties before requiring those changes;*
- *Clarify timing and expectations for modifications to the grazing strategy, which may be required during extreme weather and other emergencies (see [MAP Guidance Item *5.11 Communications](#));*
- *Clarify how periodic monitoring will be conducted and by whom (e.g., Landlord, Grazing Operator, CRM), how the Grazing Operator will be expected to respond to updates to the MAP, and how any resulting added costs to the Grazing Operator be covered;*
- *Describe monitoring variables, locations, methods of measurement, schedule, data analysis, and reporting requirement to determine compliance and effectiveness of*

management actions;

- *Describe the rationale for inclusion or exclusion of potential variables with reference to common professional practices and expected grazing effects; and,*
- *Conduct an annual meeting with the Grazing Operator and CRM (if applicable) to discuss the previous year's management, monitoring results, and adaptation for the coming year.*

***6.3 Roles and Responsibilities of Landlords and Grazing Operators**

Those authorizing such planning must also identify who will be responsible for conducting the required monitoring (usually the Landlord, with supplementary monitoring by the Grazing Operator). Describe which staff members of the Landlord, managing agency, Grazing Operator, and consultants will be responsible for all steps in monitoring and adaptation of plans. The Subcommittee strongly recommends employing professional expertise to lead plan development and conduct the monitoring. Those authorizing such planning must identify who will pay for such services (usually the Landlord). See related discussion in [Chapter V. CERTIFIED RANGELAND MANAGERS](#).

7.0 Summary of Requirements and Recommendations

***7.1 Concise Summary of Key Management Requirements Described in this MAP**

***7.2 Supplementary Assessments and Planning**

Describe required and recommended supplementary assessments and planning, such as pest plan management plans, soil erosion and water pollution mitigation plans, and fire hazard management and emergency response plans.

IX. APPENDICES**APPENDIX A. ACRONYMS**

ATV	All-terrain vehicle
APN	Assessor Parcel Number
AU	Animal Unit
AUM	Animal Unit Month
BOF	Board of Forestry and Fire Protection ('Board')
CAL FIRE	Department of Forestry and Fire Protection
Cal-IPC	California Invasive Plant Council
CCR	California Code of Regulations
CDFA	California Department of Food and Agriculture
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CRM	Certified Rangeland Manager
DGS	Department of General Services
FAC	Food and Agriculture Code
GMP	Grazing Management Plan
MAP	Management Action Plan
MCV	Manual of California Vegetation
NRCS	Natural Resources Conservation Service
PFEC	Professional Foresters Examining Committee
RDM	Residual Dry Matter
RFP	Request for Proposal(s)
RMAC	Range Management Advisory Committee (RMAC)
RMP	Resource Management Plan
PRC	Public Resources Code
SLGLLM	State Lands Grazing License and Land Management ('Sub-committee')
UCANR	University of California Agriculture and Natural Resources
UCCE	University of California Cooperative Extension
USDA	United States Department of Agriculture
UTV	Utility Vehicle
WUI	Wildland Urban Interface

APPENDIX B. DEFINITIONS

Adaptive management	An approach to making decisions and adjustments to better meet goals based on changes, new information, and feedback.
Agency	Refers to a Government Organization within a state or national government that is responsible for the administration or oversight of a specific area of study, field, or sector, for example CDFA or CDFW.
Agreement	A negotiated and legally binding arrangement between parties.
Assessor Parcel Number	A number assigned to real property by the county assessor for identification and recordkeeping. Often notated as 'APN'.
Bagley	Ex-California Deputy Attorney General Shana Bagley of the Bagley-Keene Open Meeting Act, protecting the public's opportunity not only to observe, but also to participate in, the decision-making process of State bodies.
Condemnation	The legal process by which the government authorities take private property for public use, providing fair compensation to the owners. This is often associated with the exercise of eminent domain.
Class	Refers to the production model within a livestock species. For example, cattle operations may include stockers, feeders, and cow-calf operations, among others; goat operations are commonly split into meat and dairy operations; and sheep operations include feeder lambs, commercial operations, and/or wool-focused products. Note: this list is not exhaustive.
Continuous grazing	Allowing animals access to a single pasture or grazing unit for the entire growing season. Rest/escape of plants to complete their development is accomplished by limiting stocking rates to light to moderate levels.
Contract grazing	When a Grazing Operator is hired to provide a grazing treatment on a property, generally for the purpose of meeting a specific objective or outcome. Such services may be paid, or "payment" may be in the form of forage.
Contractee	A person or business that enters into a contract with another entity that provides services.
Contractor	A person or business that that enters into a contract to provide services.
Cow/Calf Operation	A method of raising cattle which maintains a breeding herd of cows to produce weaned calves to sell.

Damage	Harm caused to something in such a way as to impair its value, usefulness, or normal function.
Destruction	The process of causing so much damage to something that it no longer exists or cannot be repaired.
Eminent domain	The right of the government or its agent to expropriate private property for public use with payment of compensation.
Farming	In the context of this document, the practice of growing crops (excluding livestock).
Fee Credit	A credit toward rent, received by the Grazing Operator for improvements performed on the property beyond the requirements of the license. Some government agencies and/or policies may prohibit fee credits in lieu of rent payments.
Flexible use fields	Pastures without sensitive resources or that are held to lower resource standards to allow for staging areas, or areas to graze the livestock when certain resources located elsewhere need to be avoided.
Fine fuels	Small, lightweight, flammable materials that ignite easily and burn quickly, such as grasses.
Fire fuels	Any combustible material that can burn when exposed to heat and oxygen. In the context of this document, combustible wildland vegetative materials, living or dead.
Fuels	See “Fire fuels” above.
Grazer	Livestock or wildlife that consume mostly grasses.
Grazier	A human who manages grazing animals. Also see Grazing operator.
Grazing Agreement template	An outline used as guidance in developing a legal contract between Landlord and grazier. In the context of the State Lands Grazing Packet and this Guidebook, this is Appendix C. In this document, also called the ‘Agreement.’
Grazing operator	A human who manages grazing animals. This term is used throughout the State Lands Grazing Packet documents to refer to the livestock manager or owner who enters into the Grazing Agreement. Also see Grazier.
Grazing season	The time of year in which animals are given access to a property.
Grazing service providers	A livestock producer that can be hired to perform contract grazing.
Grazing unit	Area to be grazed within a designated boundary.

Guidebook	This document, developed as a supplement to the Grazing Agreement Template (Appendix C and MAP Template Appendix D) provides more in-depth information related to the development of specific items and provides a directory of related resources.
Infrastructure	Any improvements made on the land for management purposes (e.g., temporary or permanent improvements, including temporary or permanent fences, handling facilities, roads, corrals, portable or permanent water tanks, wells).
Landlord	The property owner who rents out the property to a tenant (in this context, the Grazing Operator). This term is used throughout the State Lands Grazing Packet documents to refer to the public agency that owns or manages the land for which the Grazing Agreement and MAP are developed.
Land manager	An individual or entity responsible for actively managing a particular property and implementing any associated resource management plans or land management plans associated with a particular property.
Lessor	An individual or entity that owns property or assets and enters into a lease agreement with a lessee to allow the lessee to use the property in exchange for regular rental payments. The lessor, also known as the Landlord or property owner, transfers possession and use of the property to the lessee for an agreed-upon period meeting terms outlined in the lease contract.
Licensee	An individual or entity that enters into a license agreement with a licensor to rent or use property. The licensee is also known as the renter or tenant; in this context, the 'Grazing Operator'.
Licensor	An individual or entity that owns property or assets and enters into a license agreement with a licensee to license the use of the property in exchange for regular rental payments. The licensor, also known as the Landlord or property owner, transfers possession and use of the property to the licensee for an agreed-upon period and terms outlined in the license contract. In this context, the 'Landlord'.
Lien	A legal right or claim against a property by a creditor, securing the payment of a debt or obligation with the property.
Managed grazing	A grazing technique in which variables (such as stock density, timing, duration) are manipulated to meet stated management goals.

MAP template	Management Action Plan Template (Appendix D) of the State Lands Grazing Packet. Intended to guide the management of lands, including grazing activities, and is generally referenced in a related grazing agreement.
Manager	An individual or entity responsible for oversight of a particular operation (i.e., land manager or livestock manager).
Managing agency	Government entity responsible for oversight of a particular operation.
Objectives	Statements of specific measurable conditions to be achieved (e.g., what, how, when). Also see Performance Standards.
Overgrazing	When a plant is eaten or trampled and re-eaten or trampled without an adequate recovery period (i.e., roots and aboveground foliage have fully recovered from the previous grazing event). A generalized and often over-used or mis-used term referring to damage due to excessive grazing impacts. Such impacts must be specified with verified quantities stated. Generally used in reference to perennial grasses.
Parcel	A part or portion of land.
Pasture	A grazing unit in which livestock are confined.
Party	Any individual, group, or organization participating in a contract or other legal proceeding who has an interest in the outcome.
Performance standards	Clear, measurable criteria used to evaluate management attainment of an objective (e.g., maintain average RDM levels between 1,000–3,000 pounds per acre from June through November ²⁵).
Permanent improvement	A fixed addition or change to land that is not temporary or portable.
Prescribed grazing	Lawful application of grazing by a specific kind of livestock at a determined season, duration, and intensity to accomplish defined vegetation or conservation goals, including reducing the risk of wildfire by reducing fuel loads, controlling undesirable or invasive plants, and promoting biodiversity and habitat for special status species. Prescribed grazing may involve any or multiple kinds of livestock (See also Launchbaugh and Walker 2006).

²⁵ [Bartolome et al. \(2006\)](#) defined RDM as the “old plant material (herbaceous residual biomass) left standing or on the ground at the beginning of a new fall growing season (that is, the “break of season,” defined by [George et al. \(2021\)](#), as “when rains start the germination of stored seed.” They explain that “break of season follows the first fall rains that exceed 0.5 to 1 inch during a 1-week period” (also see [Bentley and Talbot 1948](#), [Bentley and Talbot 1951](#)). RDM is not simply dry grass residue; it is the quantity of dry grass residues present shortly before or at the time of the first significant fall rains. In recent years, that might sometimes be in February.

Personal property	Movable items or belongings exclusive of land and buildings.
Property	Land and anything permanently attached to the land, plus the rights inherent in the ownership of the real estate.
Public lands	Areas of land and water that are owned and managed by some level of government (federal, state, county, municipal, other).
Ranching	A form of agriculture focused on the raising of livestock for meat, wool, milk, and other animal products, typically on large tracts of land.
Rangeland	Any expanse of land not fertilized, cultivated or irrigated that is suitable, and predominately used for grazing by domestic livestock and wildlife. These include the Conifer Woodland, Hardwood Woodland, Shrub, Grassland, Desert Woodland and Desert Shrub classes as well as some habitats within the Wetland and Hardwood Forest classes (FRAP 2017).
Rent	A tenant’s regular payment of a Landlord for the use of property or land.
Renter	One that rents, specifically the lessee, licensee, or tenant.
Request for Proposal	A Request for Proposals (RFP) is a formal request that potential livestock graziers may choose to respond to with specific proposals for how a site might be used, within RFP-specified terms. In the case of grazing state sites, language of the RFP is usually developed and/or approved by relevant state agencies and personnel.
Residual Dry Matter	The amount of old plant material left on the ground during the non-growing season, often measured at the start or end of the new growing season. Often called “RDM.”
Residue	The amount of vegetation left on the ground after grazing. Also see Residual Dry Matter.
Resource Management Plan	A document outlining strategies for managing a particular resource or multiple resources within a single management unit.
Rotational Grazing	A livestock management practice that involves moving animals through multiple pastures, of which, one pasture is grazed, while the other pastures rest, allowing plants to recover between grazing.
Sacrifice area	A portion of a property that is designated for heavy utilization, such as a feeding area during drought or a staging area for shipping, as a means of sparing the rest of the property from these activities. Also called ‘sacrifice zones’.
Seasonal grazing	When grazing is restricted to a portion of the year.

Site	The piece of land on which something is located; in this context, generally a defined location or area where grazing or other land management actions occur.
Special management area	Defined areas that support resources of concern, which are to be managed for the benefit specified resources of concern; these areas are sometimes unfenced within a pasture or overlapping among multiple pastures and may have a grazing prescription that is more complicated than for the rest of the pasture.
State Lands Grazing Packet	Collectively, the three documents developed by the RMAC subcommittee—the Grazing Agreement Template (APPENDIX C), MAP Template (APPENDIX D), and this Guidebook .
Stocker operation	Cattle operation in which young, weaned calves are fed on pasture for up to six months after weaning, after which they continue to a “finishing” phase, either remaining on pasture (i.e., grass-fed/finished) or shipped to a feedlot where they are finished on grain-based diets and then ready for processing. These calves are known as “stockers”, generally weigh between 500 and 650 pounds at weaning, and can gain between 200 and 350 pounds during a 6-month grazing period.
Sustainable	An operation that can remain viable in the long-term, by minimizing impacts on natural resources, while maintaining financial stability.
Targeted grazing	The application of livestock grazing at a specified season, duration and intensity to accomplish specific vegetation management goals. The term “targeted” refers to the specific plant or landscape that is the aim of controlled grazing practices (Launchbaugh and Walker 2006). Often, prescribed grazing, is a generalized equivalent.
Temporary	Portable or not permanent, when referring to infrastructure.
Tenant	An individual or company who occupies or possesses property rented from a Landlord (in this context, the Grazing Operator).
Under-utilization	Grazing (i.e., removal of vegetation) performed at a level resulting in leaving on-site quantities of residual vegetation that exceed resource management and sometimes contracted goals.
Wildland Urban Interface	The geographical intersection of two disparate systems: wildland and the built environment (i.e., structures, infrastructure). At this interface, structures and vegetation are close enough that a wildland fire could spread from vegetation to structures, or from structures to vegetation (FRAP 2017). Commonly, WUI or “the WUI.”

APPENDIX C. GRAZING AGREEMENT TEMPLATE [blank form]

See next page.

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

GRAZING LICENSE AGREEMENT

Location of Premises:
Agency: Real Property No: SPI Number:

File No.:
Project No.:

Licensee:

THIS SAMPLE LEASE IS PROVIDED FOR POTENTIAL LICENSE AGREEMENT CONSIDERATION AS PART OF THE DUE DILLIGENCE AND UNDERWRITING EFFORTS. THE STATE RESERVES THE RIGHT TO MAKE MODIFICATIONS DURING THE SUBMITTAL PROCESS, EVALUATION AND NEGOTIATING PHASES

This License Agreement, hereinafter referred to as "License", dated for reference purposes only, *[date]*, by and between the State of California at the direction of the Department of (Department), acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as "State", and , as Sole Proprietor, hereinafter referred to as "Licensee". State and Licensee may also be referred to as "Party" or "Parties".

RECITALS

WHEREAS, pursuant to Section 14670(a)(1) of the Government Code, the DGS with the consent of the State agency concerned, may let real property owned by the State for a period not to exceed five (5) years; and

WHEREAS, has under its jurisdiction certain real property located at , City of , County of , State of California commonly referred to as the; and

WHEREAS, it is in the best interests of the State that such a License be consummated between the State and Licensee on the terms and conditions herein contained;

WHEREAS, the California Board of Forestry and Fire Protection has provided a guidebook available on their website at <https://bof.fire.ca.gov/> for general guidance regarding grazing agreements and site management.

NOW THEREFORE, the Parties agree to the provisions of the License set forth herein as follows:

- Section 1: License Specific Provisions
- Section 2: Standard Provisions

[site name]

License No.:

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

SECTION 1 –LICENSE SPECIFIC PROVISIONS

WITNESSETH:

PROPERTY
DESCRIPTION

1. State does hereby license to Licensee and Licensee hereby hires from State, an area of approximately acres of land situated within the , County of , State of California, hereinafter referred to as "Premises", as outlined on the attached map, referenced as Exhibit "A" and more particularly described as follows:

State, at its option, may reduce the size of the licensed area at any time and for any reason by giving Licensee ninety (90) days written notice. Monthly rent due will be adjusted accordingly based on the ratio of the current monthly rate to total acres.

DURATION

2. The Term of this License shall be for five (5) years, commencing , and ending , with such rights of termination as are hereinafter expressly set forth.

The Licensee shall have *[number of renewal options]* renewal options for a period of years which shall renew automatically unless written notice is provided to the State thirty (30) days prior to the expiration of each renewal term. Should the Licensee exercise all available renewal options, the expiration date of this agreement shall be .

EARLY
TERMINATION

3. State and Licensee agree that either party may terminate this License at any time during the term hereof by giving written notice to the other party thirty (30) days prior to the date when such termination shall become effective. If Licensee fails to complete its move out within the notice period and remains on the Premises, additional rent shall be paid and prorated based on a thirty (30) day month, and on the actual number of days Licensee occupies the Premises following the effective date of termination. State reserves the right to terminate the License immediately if safety and security are at risk and mutual resolution cannot be agreed upon.

HOLDING OVER
AND LICENSE
RENEWAL

4. Any holding over after the expiration of the term of this License with the consent of the State, expressed or implied, shall be deemed to be a tenancy only from month-to-month. During hold over, Licensee's rental rate shall increase at a rate of five percent

[site name]

License No.:

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

SECTION 1 –LICENSE SPECIFIC PROVISIONS

(5%) annually but may be adjusted to the current market rent at the sole discretion of the State.

Said month-to-month tenancy shall be otherwise subject to all the terms and conditions of this License insofar as applicable.

State offers and Licensee accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to Licensee beyond the term stated above or as said term is reduced as provided herein.

RENT & FEE
CREDITS

- 5. State has determined the "Fair Market Rent" for the use of the Premises and is outlined in the table below. Rent shall be paid annually, in advance, by Licensee to State within ten (10) days of the month during the term of this License with annual increases as set forth below:

Begin Date	End Date	Payment/Year

Licensee's payments shall display State's File Number and shall be mailed to the following address:

Department of General Services
Attn: Accounts Receivable
P.O. Box 989053
West Sacramento, CA 95798-9053

Licensee acknowledges that rent and past due rent shall be due and payable to State whether or not an actual invoice is sent by State or received by Licensee.

State acknowledges that Licensee will make public benefit contributions, as outlined in the attached Exhibit "B", consisting of one (1) page and incorporated by this reference, to be accepted as "Fee Credits" toward the monthly rent due for said space. The total amount shown as contributions will be amortized over the initial term of the License.

Said contributions are offsets to the payment of rent and are considered to benefit the public by providing assistance to projects at the site utilizing the State's resources.

If at any time during the term of this License, State shall discover that Licensee has failed to provide their contribution as defined, said failure shall constitute a forfeiture by Licensee of said "Fee Credit". Upon written notice by State of forfeiture, Licensee shall pay a monthly rent equivalent to the monthly rental value identified above, or the profit made by Licensee during the term of the License, whichever amount is determined to be greater.

UTILITIES

- 6. Licensee agrees to separately meter the Premises for all utility costs such as electricity and in connection with Licensee's use of the Premises during the term of this License.

[site name]

License No.:

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

SECTION 1 –LICENSE SPECIFIC PROVISIONS

This expense excludes trash pick-up. Utility payments shall be made payable to and sent directly to the utility provider. State shall not provide such services and shall have no responsibility for the existence or lack of existence of utilities or any other services to the Premises.

Licensee shall, if the use of the land, as described herein, is contingent upon the need for utility services, provide for the separate metering of all utility services required by the Licensee. Licensee shall provide documented proof of the separately metered service, as often as may be reasonably requested by the State.

State shall not be liable to Licensee or third parties for failure to provide electricity due to rolling blackouts or other causes beyond State’s control.

Licensee shall comply with energy conservation measures, Governor’s Executive Orders, other orders required by law, or reasonably required by State as the result of a crisis of any kind. In the event any utility service to the building is interrupted, State shall use its best efforts to restore such utility service within twenty-four (24) hours.

TAXES,
ASSESSMENTS,
AND
POSSESSORY
INTEREST

7. Licensee agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this License.

It is understood that this License may create a possessory interest subject to property taxation and Licensee may be subject to the payment of property taxes levied on such interest.

PROPERTY USES

8. The Premises shall be used by Licensee during the Term hereof for the purpose of grazing livestock and the growing of hay and/or grain as indicated in the "Description Paragraph" and further described in the "Management Action Plan" attached and incorporated hereto as Exhibit "C" and shall be used for no other purposes whatsoever.

PERMITS AND
APPROVALS

9. State and Licensee agree that Licensee’s ability to use the Premises is dependent upon Licensee obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third party. State will cooperate with Licensee, at no expense to State, in Licensee’s effort to obtain such approvals in connection with said permits, licenses or other approvals.

GRANTS OR
CREDITS

10. Should Licensee apply for any grant or credit for the growing or non-growing of any crop, or the use or non-use of any water, or any other type of activity on the licensed area; Licensee shall notify State in writing prior to submitting any application for such grant or credit. Licensee is required to forward a copy of the submitted application to State for review prior to submittal to granting authority.

ACCESS TO
PREMISES

11. Only the Licensee, its properly qualified and authorized agents, employees, contractors, and Permitted Users shall have the right of ingress to and egress from said Premises. The Premises may only be accessed by the gates identified on Exhibit A.

RIGHT TO ENTER

12. During the term of this License, there shall be and is hereby expressly reserved to State and to any of its agencies, contractors, agents, employees, representatives or

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licensees, the right at all times, and all places, to temporarily enter upon said Premises for survey, inspection, or any other lawful State purposes.

ROAD ACCESS AND FEES

13. Licensee agrees to the following terms and conditions regarding the use of said access road:

(a) Licensee shall exercise its right personally or through its authorized agents, employees, contractors, and Permitted Users whenever it is necessary.

(b) Licensee shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, Licensee shall, at its expense, promptly repair any road damage caused by its use, including such road surface protective features as water drains, berms, or culverts

REPAIR AND MAINTENANCE

14. It is acknowledged that Licensee is the current occupant of the space and that at time of initial occupancy, the site was considered to be in good condition.

Licensee shall maintain said Premises in compliance with all health, safety, and sanitation laws, ordinances, and regulations of the State, Federal, and local authorities.

Licensee agrees to maintain the Premises at their sole cost and expense.

IMPROVEMENTS & MODIFICATIONS

15. Licensee at its sole cost and expense may, subject to the approval of State, from time to time during its tenancy of the Premises:

(a) Furnish, install and use at the Premises such improvements and property of whatsoever kind and nature as Licensee and State mutually deems necessary consistent with the purpose of this License as set forth in "Use" Section hereof.

(b) Improve the Premises in a manner consistent with the purposes of this License as set forth in "Use" Section hereof, and provided further that plans for the construction or enlargement of any improvement will be submitted to State in advance of such construction or enlargement and will be subject to written approval by State. Such approval by State shall not relieve Licensee of the obligation of complying with all terms and conditions of this License; Licensee shall provide a minimum of thirty (30) days prior written notice of the construction to State.

(c) In making any excavation and/or installation of equipment on the Premises and/or easement areas, Licensee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation and/or construction, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.

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| EQUIPMENT | <p>16. Licensee agrees, at his sole cost and expense, to repair and to maintain in good operating condition any existing fencing, watering facilities, water pumps, including waterlines, barns, roads, buildings, or other improvements on the Premises or constructed upon the Premises by Licensee.</p> <p>Licensee shall not interfere with State’s solar related transmission lines or cause shading of the solar facility located in the same general area as the grazing land. Licensee shall be responsible for any damages to the solar transmission lines or the fence surrounding the solar site caused by Licensee or its operation.</p> |
| FENCING | <p>17. Licensee shall at Licensee’s sole cost and expense, provide and maintain in good repair at all times, necessary boundary fences to prevent trespass of livestock to adjacent property. State does not warrant the existence of required fences in and around the Premises. Such fences, corrals, and cross fences that are now installed may not be the property of State, and State does not warrant their availability for Licensee’s use. Licensee may, with prior approval of State, and at Licensee’s sole cost and expense, provide other fencing not inconsistent with State’s use of adjoining lands. Such other fences so installed by Licensee shall remain the property of Licensee and shall be removed by Licensee upon termination of this license, or with prior approval of State, such fences may remain in place and shall become the property of State upon termination of this agreement.</p> |
| MAINTAINING PREMISES | <p>18. Licensee shall not cut or allow any other person to cut or carry off from said Premises any tree or wood; nor burn any stubble, grass, weeds or any substance growing upon said land, or any part thereof, without first having obtained the written consent of State; and Licensee expressly covenants and agrees to hold State free and harmless from all damage cause by fire resulting from the use or operation of said lands by Licensee or any of his or employees; and agrees that any damage done to any water pipe, water pumps, ditch, bridge or culvert, upon said lands by Licensee, or any of their agents or employees, shall be repaired at their own cost and expense. Any burning operations on the Premises will be carried on pursuant to local ordinances and at Licensee’s own cost and expense.</p> <p>Licensee agrees to utilize optimum weed and pest management practices on the Premises in order to prevent any adverse impact on the adjacent properties.</p> <p>All accessible ground included in the Premises is to be grazed, farmed or cultivated at a minimum of twice a year.</p> <p>State reserves the right to request additional cultivation of the Premises in the event there is an increase in fire danger or security concerns.</p> |
| CUSTODIAL AND TRASH | <p>19. Licensee shall have or hire custodial services sufficient to maintain the Premises in a clean and well-maintained condition.</p> <p>Licensee shall pick up trash and debris at Premises and deposit trash in trash bins provided by State. State shall, at its expense, arrange for trash disposal for the contents of Licensee as part of its regularly scheduled trash collection.</p> |
| CONDITION OF PREMISES | <p>20. It is acknowledged by all parties, that the Premises will be licensed “as-is” with no guarantees as to the condition or quality of soil, water or irrigation system in any form.</p> |

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There will be no allowance as credit for work performed during the Term without prior approval.

Licensee accepts the Premises as being in good order, condition and repair, and agrees that on the last day of the term, or sooner termination of this License, to surrender up to State the Premises with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of nature, or by the elements excepted.

Licensee has visited and inspected said Premises and it is agreed that the acreage stated herein and on the attached Exhibit "A" is only approximate and the State does not hereby warrant or guarantee the actual acreage included hereunder.

DEBT LIABILITY
DISCLAIMER

21. State, including but not limited to the State's General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of the Licensee or its heirs, successors or assigns.

State and its agencies, departments and divisions will not be liable for and will be held harmless by Licensee and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by the LICENSEE, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of Licensee. State has no obligation to defend or undertake the defense on behalf of Licensee or its heirs, successors or assigns.

WATER AND
IRRIGATION

22. It is understood and agreed between the Licensee and State hereto, that State does not guarantee the availability, quality, or quantity of water to the Premises. Licensee will be responsible to confirm available water if provided.

AERIAL
APPLICATIONS

23. Aerial applications of any pesticides on the Premises shall be in compliance with the California Food and Agriculture Code (FAC), Section 12972 and Title 3, California Code of Regulations (3 CCR), Section 6614.

Licensee shall notify the Department in writing within three (3) business days in advance, of any aerial application and a completed Safety Data Sheet (SDS) shall accompany the notice. Licensee shall ensure that there will be minimal to no drift over the sites adjacent to the subject Premises.

ANIMAL
HUSBANDRY

24. Licensee shall follow good grazing and animal husbandry management practices to preclude over-grazing. State may, at any time, make an analysis by an independent expert, as to whether an overgrazing condition exists. Such analysis will indicate over-grazed or under-grazed conditions and may include a determination of forage levels, at various times, during the yearly grazing period. State shall have the right to require Licensee to move cattle to or from any area within the premises, where an over-grazing or under-grazing situation may exist, for a period of time consistent with the analysis. At the commencement of the license term, information will be supplied to State, by Licensee, concerning the size and character of the herd. State may require the Licensee to report this data using the Animal Unit Month standard as specified by the State. Upon request by State, this information will be updated monthly and reported to the State, using the State's established written reporting format, no later than fifteen (15) days from the end of the preceding month. If

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authorized in writing by State, supplemental feeding may be implemented. If supplemental feeding is utilized, distribution of feed will be such that livestock are not concentrated so as to cause damage to vegetation and soil.

LIVESTOCK

25. All livestock brought or kept upon the Premises shall be free from disease. Licensee agrees immediately to bury or remove any livestock which may die or be killed on said Premises.

PROTECTION OF PREMISES

26. No removal of soil or dumping of refuse by Licensee is permitted in any area of the Premises, and Licensee shall not commit or suffer to be committed any waste or nuisance upon the Premises; and Licensee agrees not to cut or remove any trees or brush thereon except as approved in writing by State and Licensee further agrees that he shall at all times exercise due diligence in the protection of the Premises against damage or destruction by fire or other cause.

Licensee shall maintain the Premises, including all irrigation and drainage ditches, in weed free and pest free condition and in good repair, and otherwise operate the Premises during the term hereof in a businesslike manner in accordance with generally accepted and recommended farming and grazing practices.

PROPERTY RESTRICTIONS

27. The following activities are strictly prohibited on the Premises:

(a) No hunting is allowed on Premises.

(b) The grazing of livestock shall not be under the terms of any sub-license, as identified under Section 3, Clause 5, Subletting. Compliance to any and all local, State and Federal rules, laws and regulations of this practice must be strictly adhered to.

(c) Dumping of hazardous material or waste is strictly prohibited. No use or storage of any hazardous substance or chemical, as those terms are used in CERCLA (42 USC 9601.14) or SARA (42 USC 11021.e) or any similar State law, or use of any pesticide, oil, petroleum product or fuel; except only materials packaged and purchased for consumer use in containers not to exceed one (1) gallon, or fuel in a vehicle fuel tank.

(d) Use of pesticides should be minimized and will be applied only by authorized personnel and in accordance with all applicable laws, regulations and instructions. State does however reserve the right to disapprove the use of any pesticide.

(e) No accumulation, storage treatment or disposal of any waste material, excepting only temporary storage not to exceed 14 days, or non-hazardous solid refuse produced from activities on the property for pick up by a municipal or licensed commercial refuse service and lawful use of sanitary sewers (if any) for domestic sewage.

(f) No manufacturing or maintenance of equipment or vehicles, or use, installation or construction of vessels, tanks, dikes, sumps or ponds or any activity for which a license or permit is required from any government agency for (1) transportation, storage, treatment, or disposal of any waste (2) discharge of any pollutant including but not limited to discharge to air, water or a sewer system.

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(g) Any spill or release of a hazardous material to the air, soil, surface water or ground water will be immediately reported to the State as well as to the appropriate governmental agencies and shall be promptly and fully cleaned up and the property (including soils and surface water and ground water) restored to its original condition.

(h) Should Licensee desire to use pesticides on the area (either herbicides, rodenticides or insecticides) all applicable Environmental Protection Agency (EPA) both State and Federal, standards must be met and prior approval must be received from State as not all EPA approved pesticides will be permitted.

(i) No aerial applications will be permitted without prior approval.

(j) Licensee shall obtain any and all local, state or federal permits required including: restricted pesticide use permit and burning permits and comply with all conditions noted.

PROPERTY
INSPECTIONS

28. Licensee has visited and inspected the Premises, and it is agreed that the area described herein is only approximate in size and State does not hereby warrant or guarantee the actual area included hereunder.

SUB-
CONTRACTING

29. Licensee shall not assign this License in any event and shall not sublet the Premises or any part thereof and will not permit the use of the Premises by anyone other than the Licensee without prior written consent by State, which may be withheld for any reason.

INSURANCE

30. Prior to or at License execution Licensee shall furnish to State a certificate of insurance, along with all policy endorsements, with State's File Number indicated on the face of said certificate or endorsements, issued to State with evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY

Licensee shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000.

The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

The policy must include State of California, their officers, agents, and employees as additional insureds, but only insofar as the operations under the License are concerned. The additional insured endorsement must be provided with the certificate of insurance.

AUTOMOBILE LIABILITY

Licensee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insureds with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

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WORKERS' COMPENSATION

Licensee shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the License, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

GENERAL REQUIREMENTS

Licensee shall ensure that the following general requirements are met:

Insurance Companies must be acceptable to Department of General Services, Office of Risk and Insurance Management.

Coverage needs to be in-force for complete term of this License. If insurance expires during the term of the License, a new certificate must be received by State within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.

Licensee shall notify the State within five business days of Licensee's receipt of any notice of cancellation or non-renewal of any insurance required by this License.

Licensee is responsible for any deductible or self-insured retention contained within the insurance program.

In the event Licensee fails to keep in effect at all times the specified insurance coverage, State may, in addition to any other remedies it may have, terminate this License upon the occurrence of such event, subject to the provisions of this License.

Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by State.

If Licensee is self-insured in whole or in part as to any of the above described types and levels of coverage, Licensee shall provide State with written acknowledgment of this fact at the time of the execution of this License. The State may require financial information to justify Licensee's self-insured status. If, at any time after the execution of this License, Licensee abandons its self-insured status, Licensee shall immediately notify State of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that State shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

**HOLD HARMLESS
INDEMNIFICATION**

- 31. This License is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Licensee, or property of any kind whatsoever and to whomsoever belonging, including Licensee, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the Premises by

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Licensee, except those arising out of the sole negligence or willful misconduct of State, its employees, agents, and invitees.

Licensee agrees to defend, indemnify, and hold harmless State from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.

AMERICANS WITH
DISABILITIES ACT;
UNRUH CIVIL
RIGHTS ACT;
DISABLED
PERSONS ACT

- 32. Licensee shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, and with all California State requirements established under Civil Code section 51 et seq., Unruh Civil Rights Act and Civil Code section 54 et seq., Disabled Persons Act, in order to make programs accessible to all participants and to provide equally effective communications.

By signing this License, Licensee assures State it complies with the Federal and State statutes described above, prohibiting discrimination on the basis of disability. Licensee also assures State it complies with any applicable regulations and guidelines issued pursuant to the Federal and State statutes described above.

PROPERTY
DAMAGE

- 33. State, its agents or employees shall not be liable or responsible for any damage to crops, equipment, personal property, or persons on the licensed Premises pursuant to this license caused by acts of the Department or its employees while in the performance of their duties in respect to the Premises. The Department reserves the right to go on the Premises for search and to preserve law and order, or to perform any other act or acts necessary or advisable for the welfare of its property.

Farming activities will be conducted hereunder only in a manner which will not interfere with the Department's operations.

FIRE AND
CASUALTY
DAMAGES

- 34. State will not keep improvements which are constructed or installed by Licensee under the provisions of this License insured against fire or casualty, and Licensee shall make no claim of any nature against State by reason of any damage to the business or property of Licensee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State in the course of their employment.

LOSSES

- 35. State will not be responsible for losses or damage to personal property, equipment or materials of Licensee and all losses shall be reported to State immediately upon discovery.

DISPOSITION OF
LICENSEE'S
PERSONAL
PROPERTY

- 36. (a) During the term of this License, all personal property placed in, upon, or under the Premises by Licensee shall remain the property of Licensee and shall be removed by Licensee, at its sole cost and expense within thirty (30) days after expiration or termination of Licensee's tenancy.

(b) Should Licensee fail to remove said equipment and personal property within thirty (30) days after expiration or termination of the License, State may do so at the risk of Licensee. Upon written demand by State, Licensee shall immediately pay all costs and expenses of the removal of Licensee's personal property and equipment.

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(c) Licensee may, however, with written consent of State, abandon in place any and all of Licensee's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in State.

(d) Upon termination of this License for any cause, Licensee shall remove any and all of Licensee's equipment and personal property and restore the entire Premises to its condition prior to the execution of this License, except however, State may approve, in writing, any deviation from this requirement.

RECOVERY OF
LEGAL FEES

37. If action is brought by State for the recovery of any rent due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said Premises, or to protect any rights given to the State against Licensee, and if State will prevail in such action, Licensee shall pay to State such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

NOTICES

38. All notices or other communications required or permitted hereunder shall be in writing, with the File Number referenced, and sent by overnight courier, registered mail, certified mail or postage prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day.

Licensee:

Attn:

[city, state zip]

Phone:

Email:

State:

Department of General Services

Real Estate Services Division

License Management,

707 3rd Street, 5th Floor

West Sacramento, CA 95605

Phone: (916) 375-4172

Email: Licensemanagement@dgs.ca.gov

With Copies to:

Phone:

Email:

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. Licensee is obligated to notice all State offices listed above and the failure to provide notice to all State offices shall constitute a lack

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of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

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| REGULATION BY STATE | <p>39. State shall have the full power and right to determine and regulate the operations of the Licensee insofar as they affect the operations, safety, and effective use of State activities conducted at the same location.</p> <p>(a) All contractors, agents, employees, representatives, or licensees of the Licensee shall be subject to the rules and regulations of the State as they relate to conduct on the grounds, security, and general use of facilities. Licensee will conduct its operations in such a manner so as to minimize any interference with the activities associated with the site.</p> <p>(b) Licensee will comply with all building rules and regulations adopted by said authorities in charge. No article or material deemed by said authorities in charge to be considered as contraband shall be brought on said real property. Contraband includes, but is not limited to, alcoholic beverages, possession or use of firearms, explosives or edged weapons, and restricted controlled substances.</p> <p>Any willful violation of said rules and regulations are grounds for immediate termination of the License.</p> |
| LICENSE MODIFICATION FEES | <p>40. An administration fee may be assessed for any action originated by Licensee requiring license administration or technical review staff work by State which result in an amendment to, or assignment of this License. To initiate such services, Licensee must submit a written request to State. The administration fee will be assessed at the prevailing rate in effect at the time the request is received.</p> |
| LICENSEE'S SECURITY | <p>41. Licensee shall be responsible for the security of the Premises and all persons in its program while such persons are in, on or about the Premises. In the event of a serious security emergency the State shall cooperate with the staff of Licensee, but such assistance shall not interfere with the State's normal treatment program. Rules and regulations governing employees and customers of the State which are applicable to Licensee shall be strictly adhered to by Licensee's staff.</p> |
| MEDICAL | <p>42. Medical support shall not be provided by State. Necessary emergency medical or surgical care of Licensee's clients and employees will be Licensee's responsibility.</p> <p>As used herein, this is intended to mean that Licensee shall be liable for any and all medical and/or surgical care costs for Licensee's employees served by Licensee's program.</p> |
| EMERGENCY PREPAREDNESS | <p>43. Licensee agrees to be responsible for maintaining an emergency preparedness program for Licensee. Licensee shall not rely on State to provide food or supplies during a local or area wide disaster. State will, if time and material allow, assist Licensee during a disaster.</p> |
| FIRE/POLICE PROTECTION | <p>44. Licensee is a separate and distinct entity from the State and shall so inform the local Fire and Police Agencies. State shall in no way be responsible or liable for such protection to Licensee.</p> |

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| LICENSEE
GUARANTEES | 45. Licensee hereby guarantees any and all work or services performed by Licensee or Licensee's properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment at State's facilities. Should the interruption or failure of State's existing computer or building support systems occur due to, or in any way be connected with Licensee's installation and/or maintenance of Licensee's equipment, all costs to repair or replace State's existing systems will be the sole responsibility of Licensee. |
| DEFAULT | 46. Licensee shall make all payments to the State without deduction (except for offsets explicitly allowed hereunder), default or delay. In the event of the failure of Licensee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Licensee or State to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this License may, at the non-defaulting party's sole discretion, be terminated.

Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, the time to cure may be extended through a writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this License may not be terminated under this Clause. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

In the event of termination of this License due to a Licensee default, it shall be lawful for State to reenter into and upon the License Area and every part thereof and to remove and store at Licensee 's expense all property there from and to repossess and occupy the License Area. In the event State terminates this License pursuant to this Clause, State shall not be required to pay Licensee any sum or sums whatsoever. |
| COMPLIANCE
WITH LAWS | 47. Licensee shall at its sole cost and expense comply with all the statutes, laws, ordinances and regulations of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this License. |
| FAILURE TO
PERFORM | 48. In the event of the failure, neglect, or refusal of Licensee to do, or perform work, or any part thereof, or any act or thing in this License provided to be done and performed by Licensee, State will, at its option, have the right to do and perform the same, and Licensee hereby covenants and agrees to pay State the cost thereof on demand. |
| RIGHTS
RESERVED BY
STATE | 49. (a) State reserves the right to use the real property involved (not including real property installed, erected or constructed by Licensee) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, |

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replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to Licensee.

(b) Any grant herein contained is subject to all valid and existing contracts, Licenses, licenses, easements, encumbrances and claims of title which may affect said facility.

(c) No priority or other rights will attach to the use of any space in State's building or on said facility.

ACTS OF NATURE 50. If any of Licensee's improvements or equipment is destroyed by acts of nature, Licensee may replace them with improvements or equipment of the same general type that meet or exceed the technical specifications of the original equipment, which occupies no more physical space, and consumes no more electrical power.

Licensee shall immediately notify State of such items and the date the replacement is completed.

HAZARDOUS SUBSTANCE 51. Licensee agrees that it shall comply with all laws, federal, state, or local, existing during the term of this License pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

(a) In the event State or any of its affiliates, successors, principals, employees, or agents incur any liability, cost, or expense, including attorney's fees and costs, as a result of Licensee's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, Licensee shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where Licensee is found to be in breach of this Paragraph due to the issuance of a government order directing Licensee to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by Licensee or any person acting under Licensee's direct control and authority, Licensee shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by State in connection with or in response to such government order.

VACATING THE PREMISES 52. Licensee shall, on the last day of said term or sooner termination of this License, peaceably and quietly leave, surrender, and yield up to State, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

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Licensee will coordinate its move-out with the Building Manager's office to complete a walkthrough and return keys, key cards, or any other State provided items.

AUDIT

53. Licensee agrees that the Department of General Services, California State Auditor, or their designated representative shall have the right to review and to copy any of Licensee's non-redacted records and supporting documentation pertaining to the performance of this License. In the event State discovers any irregularities in Licensee's revenue statements Licensee shall bear all costs associated with said audit.

Licensee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. Licensee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Further, Licensee agrees to include in any sublicense a similar right of the State to audit records and interview Sublicensee related to any performance of this License.

State may audit Licensee's accounting books at any time upon reasonable request. Further to the extent Licensee provides the State with proprietary information, the State will hold it in the strictest confidence, and will return it when it is no longer necessary to support any audit exceptions.

Licensee understands the State is subject to the Public Records Act.

NON-DISCRIMINATION

54. In the performance of this License, Licensee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws.

Licensee shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Licensee shall comply with provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.).

The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this License by reference and made a part thereof as if set forth in full.

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Licensee shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement.

Further, Licensee shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices Section. (GC Section 12920-12994).

Remedies for Willful Violations:

(1) State may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which Licensee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Licensee has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) State will have the right to terminate this License and any loss or damage sustained by State by reason thereof will be borne and paid for by Licensee.

RELOCATION

55. (a) In the event that State terminates this License pursuant to its terms, Licensee acknowledges and agrees that it has no claim against the State for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. Licensee further agrees that it has no claim in either law or equity against the State for damages or other relief should the License be terminated, and waives any such claims it may have.

(b) In the event subleasing, under the terms of this License, is permitted, Licensee shall incorporate this Paragraph into the sublicense. Failure to do so may obligate Licensee for damages and costs resulting from claims for relocation payments by sublicensee.

(c) The location of the Premises to be used by Licensee for the purpose of this License may be changed as required by State in the event of circumstances arising to warrant such a change. Licensee agrees to accept another functionally equivalent location within the facility grounds within which to operate under the same general provisions of this License.

In the event the new quarters are different in size from present quarters, there shall be an adjustment in rental rate on a proportionate square footage basis at the discretion of the State, either greater or smaller, as the case may be.

In the event State is unable to relocate the Licensee within the facility grounds, State, upon reasonable notice, may require Licensee to leave State premises. Reasonable notice is defined herein as to be at least thirty (30) days.

SMOKING
RESTRICTIONS

56. Per Government Code 7597, Smoking shall not be allowed inside any building, or within 20 feet of any entrance or operable window of any building.

Licensee, its employees, invitees, or patrons shall compensate and reimburse State the cost of damage and destruction of any such fire caused by Licensee,

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its employees, invitees, contractors, or patrons, including State's out-of-pocket expenses for same.

- RECORDING

57. Licensee shall not record this License or a short form memorandum thereof. Any such recordation will, at the option of State, constitute a non-curable default by Licensee hereunder.
- AUTHORITY TO CONTRACT

58. If Licensee is a public, private or non-profit corporation, each individual executing this License on behalf of said Licensee shall provide evidence, which is acceptable to State, that he/she is duly authorized to execute and deliver this License on behalf of said Licensee in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this License is binding upon said Board of Directors in accordance with its terms.
- PARTNERSHIP DISCLAIMER

59. Licensee its agents and employees shall act in an independent capacity and not as officers or employees of State. Nothing herein contained will be construed as constituting the parties herein as partners.
- MINERAL RIGHTS

60. Licensee agrees not to interfere, in any way, with the interests of any person or persons that may hold presently, or in the future, oil, gas, or other mineral interests upon or under said Premises; nor shall Licensee, in any way, interfere with the rights of ingress and egress of said interest holders.
- CEQA

61. Any physical changes made to the improvements by Licensee or its agents shall comply with the California Environmental Quality Act (CEQA).
- BANKRUPTCY

62. In no event shall this License become an asset of Licensee in bankruptcy, receivership or other judicial proceedings. Licensee shall be in default under this License in the event of any of the following: (a) Licensee becomes insolvent or makes an assignment for the benefit of creditors, (b) a petition in bankruptcy is filed by or against Licensee, (c) a writ of execution is levied against this License or the estate, (d) Licensee abandons or vacates or does not continuously occupy or safeguard the Premises.
- AMENDMENTS AND MODIFICATIONS

63. No amendment, modification, or supplement to this License shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.
- MUTUAL CONSENT

64. Notwithstanding anything herein contained to the contrary, this License may be terminated and the provisions of the License may be altered, changed, or amended by mutual consent of the parties hereto in writing.
- FORCE MAJEURE

65. If either Licensee or State will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this License) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse Licensee from prompt payment of any rent, taxes, insurance or any other

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- charge required of Licensee, except as may be expressly provided in this License.
- WAIVER**

66. If State waives the performance of any term, covenant or condition contained in this License, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition.

Failure by State to enforce any of the terms, covenants or conditions of this License for any length of time shall not be deemed to waive or decrease State's right to insist thereafter upon strict performance by Licensee.

Waiver by State of any term, covenant, or condition contained in this License may only be made by a written document properly signed by an authorized State representative.
 - ENTIRE AGREEMENT**

67. This License and its exhibits constitute the entire agreement between State and Licensee. No prior written concurrent or subsequent oral promises or representations shall be binding.
 - PARAGRAPH HEADINGS**

68. All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this License.
 - SEVERABILITY**

69. If any term, covenant, condition, or provision of this License or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this License will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.
 - SEPARATE COUNTERPARTS**

70. This License may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this License and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this License. In the event the License is executed by wet ink signatures, the original signatures shall also be exchanged between the parties via mail, in addition to any exchange via electronic means.
 - SUPERSEDURE**

71. This License supersedes and voids any prior license or agreement of any kind between State and Licensee identified in this License with regards to the Premises.
 - BINDING**

72. The terms of this License and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.
 - ESSENCE OF TIME**

73. Time is of the essence for each and all of the provisions, covenants and conditions of this License.
 - EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

74. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities

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that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

[site name]

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IN WITNESS WHEREOF, this License has been executed by the parties hereto as of the date written below.

STATE OF CALIFORNIA

APPROVED:

LICENSEE:

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

By: _____
_____, Manager
State Owned Leasing and Development

By: _____

APPROVAL RECOMMENDED:

CONSENT:

STATE OWNED LEASING AND
DEVELOPMENT

By: _____
By: _____

By: _____
_____,
Associate Real Estate Officer

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

Exhibit "A"
Site Map

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Exhibit "B"
"Public Benefit Contributions"

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Exhibit "C"
"Management Action Plan"

APPENDIX D. MANAGEMENT ACTION PLAN (MAP) TEMPLATE [blank form]

1.0 Introduction

The Board of Forestry’s Range Management Advisory Committee (RMAC) and State Lands Grazing License and Land Management (SLGLLM) sub-committee recommends the template below for the development of Management Action Plans (MAP) (this template, [Appendix D](#) in the Guidebook), including sections specifically devoted to grazing management on state lands. The MAP is attached to and referenced in the Grazing Agreement (‘Agreement’ template, [Appendix C](#) in the Guidebook). Brief explanations of the information intended to be included in each section below are provided in the Guidebook²⁶).

Note: If a simplified version of a MAP is desired or necessitated, items identified with **asterisks (*)** in the outline are essential to address, although all items are still recommended to include in a MAP.

A standalone version of this template is available on the [RMAC’s webpage](#).²⁷

*1.1 Relationship of this MAP to Other Documents

Click or tap here to enter text.

*1.2 Purposes and Uses of this MAP

Click or tap here to enter text.

*1.3 Preparers

Click or tap here to enter text.

2.0 Description of Current Site Conditions

For all items below, include relevant map(s).

*2.1 General Description of Property

Click or tap here to enter text.

*2.2 Native/Naturalized Vegetation

Click or tap here to enter text.

*2.3 Invasive Pest Plants

Click or tap here to enter text.

*2.4 Wildlife and Habitats

Click or tap here to enter text.

²⁶ RMAC. 2025. State Lands Grazing Packet Guidebook, including Instructions for Use of the Grazing Agreement and Management Action Plan (MAP) Templates. Range Management Advisory Committee, Board of Forestry and Fire Protection, California Natural Resources Agency. Sacramento, CA.

²⁷ <https://calfire-umb05.azurewebsites.net/board-committees/range-management-advisory-committee/>

2.5 Aquatic and Hydrologic Resources

Click or tap here to enter text.

2.6 Soils and Topography - Ecological Site Descriptions, Productivity, Erosion, and Compaction

Click or tap here to enter text.

2.7 Fire Hazards and Risks

Click or tap here to enter text.

2.8 Woody Encroachment

Click or tap here to enter text.

3.0 Impacts of Grazing on Resources of Concern

***3.1 Grazing Context**

Click or tap here to enter text.

***3.2 Summary of Expected Grazing Effects on Special Resources and Desired Management Outcomes**

Click or tap here to enter text.

***3.3 Potential Conflicts with Wildlife, Recreation, or Neighbors**

Click or tap here to enter text.

3.4 Expected Effects of Climate Change

Click or tap here to enter text.

3.5 Priorities for Ongoing Maintenance

Click or tap here to enter text.

4.0 Grazing Management Goals, Objectives, and Performance Standards

***4.1 Identify Goals, Objectives, and Performance Standards to Meet Resource Management Plan (RMP) Objectives**

Click or tap here to enter text.

5.0 Grazing Program

***5.1 Glossary of Terms**

Click or tap here to enter text.

***5.2 General Prescription**

Click or tap here to enter text.

***5.2.1 Location(s) of treatment**

Click or tap here to enter text.

5.2.2 Period(s) of treatment

Click or tap here to enter text.

5.2.3 Types, approximate weights, and numbers of animals to be used

Click or tap here to enter text.

5.2.4 Anticipated length of grazing periods

Click or tap here to enter text.

5.2.5 Frequency of grazing revisits to previously grazed units (if any)

Click or tap here to enter text.

***5.3 Grazing Capacity and Recommended Initial Stocking Rates**

Click or tap here to enter text.

***5.4 Forage Utilization and Residue Standards**

Click or tap here to enter text.

***5.5 Special Management Areas for Targeted and Deferred Grazing**

Click or tap here to enter text.

***5.6 Conflict Mitigation Strategies**

Click or tap here to enter text.

***5.7 Fire Hazards and Risks Mitigation Strategies**

Click or tap here to enter text.

***5.8 Supplemental Feeding and Feeding Areas**

Click or tap here to enter text.

***5.9 Animal Distribution Improvements**

Click or tap here to enter text.

***5.10 Restrictions**

Click or tap here to enter text.

***5.11 Communications**

Click or tap here to enter text.

***5.12 Livestock Agreement Options and Recommendations**

Click or tap here to enter text.

***5.13 Grazing Fee Credit Options and Other Incentives for Stewardship Cooperation**

Click or tap here to enter text.

***5.14 Infrastructure**

Click or tap here to enter text.

***5.14.1 Existing Grazing-related Infrastructure**

Click or tap here to enter text.

***5.14.2 “Wildlife-friendly” fencing**

Click or tap here to enter text.

***5.14.3 Required Improvements**

Click or tap here to enter text.

***5.14.4 Maintenance and Unexpected Repairs**

Click or tap here to enter text.

***5.14.5 Estimated Costs and Responsibilities**

Click or tap here to enter text.

5.15 Extreme Weather (drought, flood, debris flows, infrastructure damage) Preparations, Special Monitoring, and Response Plan

Click or tap here to enter text.

6.0 Monitoring, Reporting, and Plan Adaptation

***6.1 Monitoring and Reporting**

Click or tap here to enter text.

***6.2 Plan and Practice Adaptation**

Click or tap here to enter text.

***6.3 Roles and Responsibilities of Landlords and Grazing Operators**

Click or tap here to enter text.

7.0 Summary of Requirements and Recommendations

***7.1 Concise Summary of Key Management Requirements Described in this MAP**

Click or tap here to enter text.

***7.2 Supplementary Assessments and Planning**

Click or tap here to enter text.