

Permit ID: #PERMIT_ID#
Expiration Date: #EXPIRATION_DATE#

FS-XXXX-X (XX/XXXX)
OMB XXXX-XXXX

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
GRAZING AGREEMENT**

This grazing agreement is between the U.S. Forest service, an agency of the United States Department of Agriculture (hereinafter “the Forest Service”) and the **<insert name>** Grazing Association/District **<delete one>** (hereinafter “the Association”), a grazing cooperative established under the laws of the state of **<insert name>**. This agreement is the Association’s term grazing permit and establishes the working relationship between the Forest Service and the Association.

This agreement is for the annual permitted use of **<number>** head months of grazing on that portion of the **<insert name>** National Grassland/Forest **<delete one>** located in **<names of all>** counties as set forth in exhibits A – C attached hereto and incorporated by reference.

A. Definitions

Part 1 – Parties:

1. “Forest Service (FS)” means the United States Department of Agriculture-Forest Service, represented by the Forest/Grasslands **<delete one>** Supervisor of the **<unit>**.
2. “Association” means the **<insert name>** Grazing Association, represented by the Board of Directors and its Officers ; "Grazing District" means the **<insert name>** Grazing District, represented by the Board of Directors and its Officers. **<delete one>**
3. “Authorized Officer” means the District Ranger or the Forest/Grassland Supervisor depending on who has been delegated the authority and responsibility to execute resource management and administration activities.

Part 2 – Lands:

1. "National Forest System" (NFS) a nationally significant system of federally owned units of forest, range, and related land consisting of national forests, purchase units, national grasslands, land utilization project areas, experimental forest areas, experimental range areas, designated experimental areas, other land areas, water areas, and interests in lands that are administered by the U.S. Department of Agriculture (USDA) Forest Service or designated for administration through the Forest Service as part of the system (16 U.S.C. §1609(a)).

<Variable Clause Wording Based on Proclaimed Unit Location for clause #2>

<This clause wording will be used when the grazing agreement is issued on a National Grassland> –

2. “National Grasslands” are a part of the NFS and administered by the Department of Agriculture under the provisions and purposes of title III of the Bankhead-Jones Farm Tenant Act.

<This clause wording will be used when the grazing agreement is issued on a National Forest> –

2. “National Forests” are a part of the NFS and a unit formally established and permanently set aside and reserved for national forest purposes.
3. “Association Administered Lands” mean all lands administered by the Association for livestock use and rangeland resources including, but not limited to, private, state, other agency, and NFS lands.

4. "Allotment" is a designated area of land available for livestock grazing.

Part 3 – Documents:

1. "Grazing Agreement" authorizes Grazing Associations, established under State law and recognized by the Forest Service, to administer the livestock grazing program on NFS lands, acting as agents of the Forest Service for a period of 10 years or less.
2. "Rules of Management" are developed by the Board of Directors of the Association and used in administering the grazing program, for its members, on all association administered lands.
3. "Forest Service Policies" mean those applicable policies established by the Chief of the Forest Service (and supplemented by the Regional Forester and Grasslands Supervisor) in the Forest Service Directives system for use, management, and protection of NFS lands.
4. "Land Management Plan" a document or set of documents that provide management direction for an administrative unit of the NFS developed under the requirements of 36 CFR Part 219 or a prior planning rule as required by the National Forest Management Act of 1976.

<Variable Clause Wording Based on Proclaimed Unit Location for clause #5>

<This clause wording will be used when the grazing agreement is issued on a National Grassland in Region 1> – 5. "Vegetation Management Projects" (as analyzed through the NEPA process) and "Allotment Management Plan (AMP)" Revisions are documents, prepared cooperatively with the Forest Service and the Association involved, using the procedures outlined in the 2006 Livestock Grazing Record of Decision and the DEMO Project 2017.

<This clause wording will be used when the grazing agreement is issued on a National Grassland in Regions 2 – 6 and on a National Forest> – 5. "Allotment Management Plan" means a document that specifies the program of action designated to reach a given set of objectives. It is prepared cooperatively with the Forest Service and the Association involved.

<Variable Clause Wording Based on Proclaimed Unit Location for clause #6>

<This clause wording will be used when the grazing agreement is issued on a National Grassland in Region 1> – 6. "Settlement Agreement" refers to docket number Civ. No. A1-00-020 Stipulation for Settlement (dated August 7, 2000).

Part 4 – Fees and Fee Computations:

1. "Animal Unit (AU)" is considered to be one mature cow of about 1,000 pounds, either dry or with calf up to 6 months of age, or their equivalent, consuming about 26 pounds of forage/day on an oven-dry basis. Five sheep or goats are the general equivalent of one cow.
2. "Animal-Unit-Month (AUM)" is the amount of oven-dry forage (forage demand) required by one animal unit for a standardized period of 30 animal-unit-days. The term AUM is commonly used in three ways: (a) stocking rate, as in "X acres per AUM"; (b) forage allocations, as in "X AUMs in Allotment A"; (c) utilization, as in "X AUMs taken from Unit B."
3. "Head-Month (HM)" is a month's use and occupancy of range by one animal. A full head month's fee is charged for a month of grazing by adult animals; if the grazing animal is weaned or 6 months of age or older at the time of entering NFS lands; or will become 12 months of age during the permitted period of use. For fee purposes 5 sheep or goats, weaned or adult, are equivalent to one cow, bull, steer, heifer, horse, or mule.

4. “Excess Livestock” means any livestock owned or controlled by the holder of a grazing permit issued by the Association but grazing on NFS lands in greater numbers, or at times or places other than authorized in the grazing permit, Grazing Agreement, or authorized on the Bill for Collection.
5. “Unauthorized Livestock” means any cattle, sheep, goat, hog, or equine not defined as a wild free-roaming horse or burro by § 222.60(b)(13), which is not authorized by permit to be upon the land on which the livestock is located and which is not related to use authorized by a grazing permit; provided, that noncommercial pack and saddle stock used by recreationists, travelers, other Forest visitors for occasional trips, as well as livestock to be trailed over an established driveway when there is no overnight stop on Forest Service administered land do not fall under this definition..

<Variable Clause Wording Based on Proclaimed Unit Location for clause #6>

<This clause wording will be used when the grazing agreement is issued on a National Grassland> –

6. “Grazing Value” is the annual value for grazing use of National Grasslands and from which credits may be allowed in deriving annual National Grasslands grazing fees.

<This clause wording will be used when the grazing agreement is issued on a National Forest> –

6. “Grazing Value” is the annual value for grazing use of National Forests.

<Variable Clause Wording Based on Proclaimed Unit Location for clause #7>

<This clause wording will be used when the grazing agreement is issued on a National Grassland> –

7. “Grazing Fee” is the annual charge for grazing use of National Grasslands. The grazing fee is determined by taking the grazing value and subtracting the expenses incurred by the Association in connection with land use practices approved by the Forest Service.

<This clause wording will be used when the grazing agreement is issued on a National Forest> –

7. “Grazing Fee” is the annual charge for grazing use of National Forests.

<Variable Clause Wording Based on Proclaimed Unit Location for clause #8>

<This clause wording will be used when the grazing agreement is issued on a National Grassland> –

8. “Land Use Practices (LUPs)” are those Forest Service-approved administrative costs and conservation practices (CPs) undertaken by the Association as part of its management of the livestock grazing program on the National Grasslands covered by the Agreement. Satisfactory completion of the approved LUPs will result in a reduction of the grazing fee owed by the Association to the US Treasury. Refer to the October 24, 1950, USDA, and November 8, 1950, Office of Comptroller General Opinion.

<This clause wording will be used when the grazing agreement is issued on a National Forest in the 16 Western States> – 8. “Range Betterment Fund” means the fund established by title IV, section 401(b) (1), of the Federal Land Policy and Management Act of 1976. This consists of 50 percent of all monies received by the United States as fees for grazing livestock on the National Forests in the 16 contiguous western States.

<This clause wording will be used when the grazing agreement is issued on a National Forest in the Regions 8 or 9> – 8. “Grazing Fee Credit” is a reduction in the annual grazing fee which the Forest Service requires to construct or develop a range improvement on a specific allotment. These improvements must involve costs which the permittee would not ordinarily incur.

<Variable Clause Wording Based on Proclaimed Unit Location for clause #9>

<This clause wording will be used when the grazing agreement is issued on a National Grassland> –

9. “Conservation Practices” are land treatment and improvement measures necessary in carrying out the provisions of the Grazing Agreement. They are structural and non-structural rangeland treatments and improvements on National Grasslands that are approved in advance by the authorized officer and are necessary to properly administer a grazing program.

<This clause wording will be used when the grazing agreement is issued on a National Forest> –

9. "Rangeland Improvement" means any activity or program designed to improve production of forage and includes facilities or treatments constructed or installed for the purpose of improving the rangeland resource or the management of livestock.

<Variable Clause Wording Based on Proclaimed Unit Location for clause #10>

<This clause wording will be used when the grazing agreement is issued on a National Grassland> –

10. “Administrative Costs” are allowable costs of general administration and program management incurred by the Association under this Agreement while carrying out activities that would otherwise be a cost to the Forest Service and must be approved by the Authorized Officer in advance. (FSH 2209.13, Ch. 80).

B. Statement of Purpose. The purpose of this Agreement is to:

1. Authorize the Association to administer the livestock grazing program on NFS lands covered by this Agreement which includes the provision for the Association to issue and administer grazing permits consistent with applicable federal law, regulation (CFRs), applicable Forest Service policies, and direction in the Land Management Plan. Such administration must conform to this Agreement and the Rules of Management developed by the Association and concurred with by the Forest Service.
2. Extend sound practices of land management to other lands through demonstration and by integrating other lands with NFS lands into a grazing program and exert a favorable influence for securing sound land conservation practices on associated private lands; to promote development of grassland agriculture to demonstrate sound and practical principles of land use for the areas in which they are located.

C. The Parties Jointly Agree:

1. Livestock grazing is one of the many recognized multiple uses that occurs on the NFS lands and the use covered by this Agreement.
2. Managing for sustainable rangelands provides for stability of family ranches and the communities of which they are a part. Supporting the presence of family ranches helps maintain open spaces and the resources that rely upon those spaces.
3. On the Rules of Management (ROM) developed by the Association to determine if they are consistent with the terms and conditions of this Grazing Agreement. The Association will develop Rules of Management (ROM) for use by the Board of Directors to facilitate administration of the livestock grazing program on all Association administered lands authorized under this Agreement.
4. The Association may request and seek clarification from the Forest Service at any level on applicable laws, regulations, and Forest Service Policies.

<Variable Clause Wording Based on Proclaimed Unit Location for clause #5>

<This clause wording will be used when the grazing agreement is issued on a National Grassland> –

5. Work cooperatively to implement Conservation Practices on National Grasslands that are necessary to properly administer the grazing program..

<This clause wording will be used when the grazing agreement is issued on a National Forest> – 5.

Work cooperatively to implement rangeland improvement projects on National Forests that are necessary to properly administer the grazing program.

<Variable Clause Wording Based on Proclaimed Unit Location for clause #6>

<This clause wording will be used when the grazing agreement is issued on a National Grassland in Region 1> – 6. To prepare Vegetation Management Projects (VMP) as analyzed through the NEPA process and Allotment Management Plan Revisions (AMPs) as prepared cooperatively with the Forest Service and the Association using the procedures outlined in the 2006 Livestock Grazing Record of Decision and the Demonstration Project 2017.

<This clause wording will be used when the grazing agreement is issued on a National Grassland in Regions 2 – 6 and on a National Forest> – 6. To prepare Allotment Management Plan Revisions (AMPs) cooperatively.

7. The Forest Service and Grazing Associations will continue to work cooperatively on projects that relate to grassland management, including Grazing Agreements, using the processes outlined in the Demonstration Project.

D. Forest Service Responsibilities. The Forest Service will:

1. Make available to the Association the NFS lands shown in Exhibit A and the rangeland improvements described in Exhibit B for livestock grazing purposes.
2. The Forest Service will notify the Association of the grazing fee rate as soon as practical before the start of the grazing season.
3. Contact the Association, in writing, when situations are found and are unknown to the Association pertaining to livestock grazing on NFS lands that need administrative action. However, if the Association takes action and is unsuccessful in achieving compliance then the Forest Service reserves the right (but not the obligation) to take appropriate action to address violations pertaining to livestock grazing on NFS lands.

<Variable Clause Wording Based on Proclaimed Unit Location for clause #4>

<This clause wording will be used when the grazing agreement is issued on a National Grassland> –

4. Authorize reductions in the annual grazing value charged for grazing on National Grasslands described in Exhibit A by as much as 75% for approved conservation practices and administrative costs in accordance with agency procedure set forth in Chapter 80 of FSH 2209.13 in order to determine the grazing fee due the U.S. Treasury. In the case where the District Ranger decides to allow greater than the 75% of the value to be used that year for a combination of Conservation Practices and administrative costs, the approval and rationale for doing so should be documented in a letter to the Association from the Authorized Officer.

<This clause wording will be used when the grazing agreement is issued on a National Forest in the 16 Western States> – 4. Authorize the use of range betterment funds (when available) for approved rangeland improvement projects in accordance with agency procedure set forth in Chapter 80 of FSH 2209.13.

<This clause wording will be used when the grazing agreement is issued on a National Forest in the Regions 8 or 9> – 4. Authorized the use of grazing fee credits for approved rangeland improvement projects in accordance with agency procedure set forth in Chapter 80 of FSH 2209.13 and 36 CFR §§222.53 and 222.54.

<Variable Clause Wording Based on Proclaimed Unit Location for clause #5>

<This clause wording will be used when the grazing agreement is issued on a National Grassland> – 5. Furnish the Association with appropriate technical assistance, if requested, necessary for implementation of required Conservation Practices, and provide updated specifications as they become available.

<This clause wording will be used when the grazing agreement is issued on a National Forest> – 5. Furnish the Association with appropriate technical assistance, if requested, necessary for implementation of required rangeland improvements, and provide updated specifications as they become available.

<Variable Clause Wording Based on Proclaimed Unit Location for clause #6>

<This clause wording will be used when the grazing agreement is issued on a National Grassland in Region 1> – 6. Contact and coordinate with the Association when responding to Freedom of Information Act (FOIA) requests from the public for information pertaining to grazing administered by the Association on National Grasslands covered by this Agreement. Responses to FOIA requests will comply with the August 7, 2000, Settlement Agreement, when applicable.

<This clause wording will be used when the grazing agreement is issued on a National Grassland in Regions 2 – 6 and on a National Forest> – 6. Contact and coordinate with the Association when responding to Freedom of Information Act (FOIA) requests from the public for information pertaining to grazing administered by the Association on NFS lands covered by this Agreement.

<Variable Clause Wording Based on Proclaimed Unit Location for clause #7>

<This clause wording will be used when the grazing agreement is issued on a National Grassland in Region 1> – 7. Audit the Association's financial and accounting records (in compliance with the August 7, 2000, Settlement Agreement, when applicable) that are maintained for the Forest Service that pertain to the administration of livestock grazing on the National Grasslands included in this Agreement at least once every five years to assure the Association is in compliance with the terms and conditions of this Agreement and the ROM.

<This clause wording will be used when the grazing agreement is issued on a National Grassland in Regions 2 – 6 and on a National Forest> – 6. Contact and coordinate with the Association when responding to Freedom of Information Act (FOIA) requests from the public for information pertaining to grazing administered by the Association on NFS lands covered by this Agreement.

8. Agree to assist with disputes between an Association Member and the Association if requested by the Association.

E. Association Responsibilities. The Association will:

1. Issue annual Association grazing permits to its members for the lands covered by this Agreement and administer Association grazing permits in conformance with the terms and conditions of this Grazing Agreement and the Rules of Management.
2. Monitor the livestock grazing program authorized under this Agreement to assure they are consistent with direction in the applicable Land Management Plan.
3. Integrate Association Administered Lands in order to create natural management units and demonstrate sound land management programs and practices.
4. Pay all fees billed for livestock grazing or livestock use of NFS lands. Grazing fees may be paid in two installments if provided for in the ROM.

<Variable Clause Wording Based on Proclaimed Unit Location for clause #5>

<This clause wording will be used when the grazing agreement is issued on a National Grassland> –

5. Identify potential conservation practices and administrative costs and submit a list of such land use practices to the Forest Service for review and approval. Implement and construct the conservation practices approved by the Forest Service.

<This clause wording will be used when the grazing agreement is issued on a National Forest> – 5. Identify potential rangeland improvements and submit a list of such rangeland improvements to the Forest Service for review and approval. Implement and construct the rangeland improvements approved by the Forest Service.

6. Maintain rangeland improvements (as described in Exhibit B) for livestock grazing on NFS lands until such time that it is determined that reconstruction or removal is necessary.

<Variable Clause Wording Based on Proclaimed Unit Location for clause #7>

<This clause wording will be used when the grazing agreement is issued on a National Grassland> –

7. In order to qualify for a reduction in the grazing fee owed based on approved land use practices, expenditures incurred for those practices shall be documented in writing and verified by the authorized officer.

<This clause wording will be used when the grazing agreement is issued on a National Forest in the Regions 8 or 9> – 7. In order for grazing fee credits to be allowed to be put toward the annual grazing fee, the rangeland improvements associated with the desired credits must be approved by the Forest Service and must involve costs which the permittee would not ordinarily incur under the grazing permit.

8. Investigate and report to the Forest Service all alleged claims of member's permit violations and the Association's handling of those claims, including but not limited to those of excess livestock use. Inform the Forest Service in writing the action taken.

<Variable Clause Wording Based on Proclaimed Unit Location for clause #9>

<This clause wording will be used when the grazing agreement is issued on a National Grassland in Region 1> – 9. Maintain records related to the administration of livestock grazing activities authorized by this Agreement that would otherwise be retained by the Forest Service if it were directly administering livestock grazing through Forest Service term grazing permits. Said records must include, but are not limited to: Association Member eligibility and qualification requirements; base property; Association grazing permits; documents pertaining to the investigation and enforcement of Association grazing permit terms and conditions; bills for collection; actual use records; lease agreements; and land use practice costs to include detailed conservation practices, and administrative costs.

<This clause wording will be used when the grazing agreement is issued on a National Grassland in Regions 2 – 6 and on a National Forest> – 9. Maintain records related to the administration of livestock grazing activities authorized by this Agreement that would otherwise be retained by the Forest Service if it were directly administering livestock grazing through Forest Service term grazing permits. Said records must include, but are not limited to: Association Member eligibility and qualification requirements; base property; Association grazing permits; documents pertaining to the investigation and enforcement of Association grazing permit terms and conditions; bills for collection; actual use records; lease agreements; and land use practice costs to include detailed conservation practices, and administrative costs. Records will comply with the August 7, 2000, Settlement Agreement where applicable.

<Variable Clause Wording Based on Proclaimed Unit Location for clause #10>

<This clause wording will be used when the grazing agreement is issued on a National Grassland in Region 1> – 10. Make available to the Forest Service upon request the records identified in E-9 above for inspection. The Association will handle the inspection, copying and deletion and/or redactions in the records and will provide those records to the Forest Service in a manner consistent with the August 7, 2000, Settlement Agreement where applicable.

<This clause wording will be used when the grazing agreement is issued on a National Grassland in Regions 2 – 6 and on a National Forest> – 10. Make available to the Forest Service upon request the records identified in E-9 above for inspection. The Association will handle the inspection, copying and deletion and/or redactions in the records and will provide those records to the Forest Service.

11. Separate the Association records unrelated to the administration of livestock grazing authorized by this Agreement from those records described in E-10 above.
12. Promptly forward to the Forest Service any Freedom of Information Act (FOIA) requests received by the Association.

<Variable Clause Wording Based on Proclaimed Unit Location for clause #13>

<This clause wording will be used when the grazing agreement is issued on a National Grassland in Region 1> – 13. Ensure all Association members are in compliance with qualifying base property and livestock ownership requirements as set forth in the ROM, subject to applicable Forest Service regulations and policies, and Federal laws including Section 425, Pub. L. 110-161, which requires that “In fiscal year 2008 and thereafter, the Forest Service shall not change the eligibility requirements for base property, and livestock ownership as they relate to leasing of base property and shared livestock agreements for grazing permits on the Dakota Prairie Grasslands that were in effect as of July 18, 2005”.

<This clause wording will be used when the grazing agreement is issued on a National Grassland in Regions 2 – 6 and on a National Forest> – 13. Ensure all Association members are in compliance with qualifying base property and livestock ownership requirements as set forth in the ROM, subject to applicable Federal law, Forest Service regulations and applicable policies.

14. Request assistance from the Forest Service to resolve disputes between an Association member and the Association if needed.

F. It is Further Understood:

1. This Agreement shall be issued for ten years unless the NFS lands shown in Exhibit A is pending disposal or will be devoted to another public purpose that precludes livestock grazing prior to the end of ten years.
2. Since Association Members do not hold a Forest Service grazing permit, they cannot appeal Forest Service decisions related to the grazing use authorized by the Agreement pursuant to 36 CFR 214.
3. This Agreement is subject to all applicable laws and regulations of the Secretary of Agriculture.
4. The Forest Service may suspend, or cancel this Agreement in full, or in part for non-compliance with the Agreement. Any such decision is subject to the due process principles embodied in the Administrative Procedure Act and the procedures mandated in the Agriculture Credit Act, 7 U.S.C. 5101(c)(2)(B)(v). The Forest Service and the Association will use these procedures including the applicable States Department of Agriculture Mediation program to work together to resolve the issue.
5. Title to permanent structural improvements on NFS lands identified in Exhibit B shall rest in the United States. Title to temporary structural range improvements may be retained by the Association where no part of the cost for the improvement is borne by the United States. This does not cover improvements authorized under cooperative agreement.
6. During the term and performance of the Agreement:
 - a. Any party subject to this Agreement shall not discriminate against any persons or organizations on the basis of race, color, national origin, sex (in educational or training programs or activities), age, or disability and shall comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments Act of 1972, and the Age Discrimination Act of 1975. Civil Rights violations may be reported to the USDA Office of Civil Rights at <https://www.ascr.usda.gov/node/119>. The parties jointly agree that they will cooperate with each other and assist individuals in reporting any such violations to the USDA Office of Civil Rights.
 - b. The Association shall include and require compliance with the above nondiscrimination provisions in any written third-party agreement made with respect to performance of this Grazing Agreement.
 - c. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by requesting voluntary compliance, suit for specific performance, any other remedy available under the laws of the United States or the State in which the determination of a breach or violation has been made, or, finally, by cancellation of the Agreement under 36 C.F.R. 222.4(b).
7. Exhibits to this Agreement include:

Exhibit A. List of National Grassland/Forest **<delete one>** covered by this Agreement (Map will be mutually maintained by the Association and the Forest Service for reference purposes)

Exhibit B. List of Improvements Owned by the Forest Service

Exhibit C. List of permitted head months for National Grassland Allotments covered by this Agreement

Signed this the ____ day of _____, _____

President

<insert name> Grazing Association/District <delete one>
<insert address>

Signed this the ____ day of _____, _____

District Ranger

<insert name> Ranger District
<insert address>