



## **CITY OF ROCKLIN**

# **WEED ABATEMENT AND OPEN SPACE MANAGEMENT GRAZING PROGRAM REGULATIONS AND PERMIT CONDITIONS (GRAZING PERMIT)**

April 2018

# **GRAZING PROGRAM REGULATIONS AND PERMIT CONDITIONS**

## **1. Purpose; Permit Required**

A. The City Of Rocklin Weed Abatement and Open Space Management Grazing Program (“Grazing Program”) implements Ordinance No. 950 to allow Grazing Animals (limited to goats and sheep) to graze open space, wetlands, and other appropriate areas of natural vegetation on a short-term basis. For the purposes of this program and these regulations, any specific reference to grazing animals, goats or sheep shall be interpreted to include both goats and sheep.

B. Grazing Animals, as permitted by the Grazing Program, shall only be used for the purpose of removing potentially combustible vegetation and shall not be kept as pets within the City of Rocklin.

C. It shall be unlawful for any landowner, herdsman, contractor or any other person to engage in or carry on, or to permit to be engaged in or carried on, in or upon any land within the City, grazing activities utilizing any grazing animals unless the person first obtains and continues to maintain in full force and effect a Grazing Program permit issued by the City; except if the keeping of such animals is otherwise consistent with the City of Rocklin zoning requirements.

D. The Grazing Program permit shall be completed by both the grazing contractor and the landowner, and they shall submit the completed application to the issuing department. The issuing department’s director shall either grant or deny the permit application within 20 calendar days of the day the completed application is submitted.

E. Prior to issuance of the Grazing Program permit, pre-grazing photos of the grazing site shall be provided to the City. Within 10 days of the completion of the grazing activities, post-grazing photos shall be taken and submitted to the City. Failure to submit pre- and post-grazing photos shall be grounds for denial of any subsequent permit applications by the grazing contractor and/or landowner of record.

F. The issuing department or their designee shall schedule and conduct regular inspections of grazing sites to ensure that permit conditions are met. The contractor shall be responsible for attending scheduled inspections and failure to do so shall be grounds for revocation of the Grazing Program permit.

## **2. Care and Control of Animals**

A. The Contractor shall supply, utilize, and care for animals to graze the designated areas agreed to between the landowner and the Contractor.

B. The Contractor is completely responsible for, and shall pay all costs necessary to ensure the health and safety for the animals and to comply with any applicable federal and state animal health requirements.

C. All animals will be healthy, well-nourished and free of internal and external parasites, and current on vaccinations for disease prevention. Grazing contractors shall monitor livestock

on a daily basis. Any sick or injured animals should be treated and removed from the project if necessary. If veterinary care for any animal is required, the Contractor shall be responsible for costs incurred. Any animals that die during this project shall promptly be removed and disposed of off-site by the Contractor.

D. The contractor and landowner shall coordinate to ensure access to a supply of drinking water for all animals working on the project. This may include streams, creeks, ponds, or portable water tanks.

### **3. Nature of the Operation**

A. The Contractor shall provide all personnel, tools, equipment, materials, means of transportation, and support facilities necessary for the onset management of the animals and support of herdsman, including a clean and adequate water supply for the animals.

B Contractor shall conduct grazing activities in a manner which keeps all animals under herdsman's control and appropriately confined within paddocks using portable electric fencing except when moving between grazing locations. The City or land owner, reserves the right to have Contractor remove from the grazing site any animal which creates a noise nuisance or habitually escapes confinement or control of the herdsman.

### **4. Environmental Management and Indemnification**

A. Any species of plants or trees to be protected from animal grazing should be identified prior to the start of grazing. Soil erosion is to be avoided and animals shall be moved immediately if any evidence of erosion damage is visible.

B. Landowner shall be responsible for identifying environmentally sensitive areas within the grazing site. The Contractor shall ensure that no animal grazing occurs in identified environmentally sensitive areas.

C. Landowner and Contractor hereby agree, jointly and severally, to defend, indemnify and hold harmless City and its officers, officials, employees, agents, consultants, subcontractors and volunteers from and against any and all claims, damages, losses and expenses including without limitation attorney fees, expert fees and related costs arising out of or relating to violations or alleged violations of any rule, regulation, or statute protecting environmentally sensitive areas or plant or animal species of any kind whatsoever in undertaking the grazing activities authorized by this permit.

### **5. Herdsman**

A person employed by the Contractor shall be on or near the work site during the entire time of this project. Living accommodations such as a portable self-contained living trailer (e.g., tent trailer, trailer, 5<sup>th</sup> wheel, camper shell or motor home) shall be provided by the Contractor for this person. The herdsman shall have a cell phone provided by the Contractor for communication. The herdsman shall not smoke or use open fires for cooking. The campsite shall be kept clean and near the current grazing paddock. Movement of the camp is the responsibility of the Contractor.

**6. Herd Control and Predator Deterrence**

The Contractor may use dogs, or upon approval by the City, other appropriate animals for herd control and predator deterrence. The Contractor's dogs may work off leash in order to accomplish this scope of work. All dogs used for this purpose shall be vaccinated for rabies and shall have a certificate of vaccination by a licensed veterinarian.

**7. Signage**

Signage identifying the contractor's business name and a 24 hour contact phone number shall be required every 165' on all sides of the paddock area where there is the potential of public accessibility. The intent is that citizens and neighbors first address their questions and concerns directly with the contractor.

**8. Contractor Insurance Requirements**

A. During the term of this permit and any extension thereof, the Contractor shall obtain and thereafter maintain at least the minimum insurance coverage as set forth below:

1. Worker's Compensation: Statutory Limits;
2. Commercial General Liability: \$2,000,000 combined single limit; and
3. Commercial Automobile Liability: \$1,000,000 combined single limit.

B. All insurance required hereunder shall:

1. Provide that it is primary to and not contributing with, any policy of insurance carried by City or Landowner covering the same loss;
2. Include an endorsement providing that written notice shall be given to Landowner at least thirty (30) days prior to termination, cancellation, or reduction of coverage in such policy. (10 day non-payment is OK)
3. Include an endorsement waiving all rights of subrogation against City and Landowner;
4. Include an endorsement in substance and form satisfactory to City, naming City and Landowner as an additional insured; and
5. Be procured from companies that are licensed in the State of California and that are reasonably acceptable to City.

C. Contractor shall provide City with a certificate of insurance evidencing that Contractor has obtained all insurance required under this permit prior to commencement of any work or activity at the Grazing Site.

D. The amount of coverage of insurance obtained by Contractor pursuant to these Permit requirements shall not limit Contractor's liability nor relieve Contractor of any obligation or liability resulting from activities related to this permit.

## **9. Indemnification Provisions**

A. Contractor understands the nature of the work to be performed under this permit, has inspected the site where the work is to be performed, and understands any potential dangers incidental to performing the work at the site. Contractor hereby voluntarily releases, discharges, waives, and relinquishes any and all actions and causes of action for personal injury (including death) or property damage occurring to himself/herself arising out of or as a result of performing the work under this permit. Contractor agrees to defend, indemnify and hold harmless the City of Rocklin, its officers, employees and volunteers, from any claims, demands, damages, costs, expenses or liability for personal injury (including death) or property damage, arising out of or connected with his/her work under this permit or issuance of this permit. Contractor agrees that under no circumstances will he/she, or his/her heirs, executors, administrators and assigns prosecute or present any claim against the City of Rocklin or any of its officers, employees or volunteers for person injury (including death) or property damage, including those which arise by the negligence of the City of Rocklin or any of said persons, whether passive or active. The indemnification provisions of this section shall not be construed to require Contractor to indemnify against liability for claims, damages, losses, or expenses arising out or relating to trespassers or other persons entering or using the grazing site for purposes unrelated to the grazing activities related to this permit.

B. Landowner shall indemnify, defend and hold harmless City and its officers, officials, employees, agents, consultants, subcontractors and volunteers from and against any and all claims, damages, losses and expenses including without limitation attorney fees, expert fees and related costs arising out of or relating to the activities authorized by this permit. Landowner agrees that under no circumstances will he/she, or his/her heirs, executors, administrators and assigns prosecute or present any claim against the City of Rocklin or any of its officers, employees or volunteers for person injury (including death) or property damage, including those which arise by the negligence of the City of Rocklin or any of said persons, whether passive or active.

## **10. Denial or Revocation; Appeal Process**

- A. The requirements, regulations and provisions set forth above shall be deemed conditions imposed upon every grazing management permit approved, and failure to comply with every such requirement shall be grounds for suspension, revocation or other action on the permit issued pursuant to these regulations.
- B. Failure to comply with any and all requirements will result in escalating enforcement including a verbal warning followed by a written warning and finally revocation of the permit. Contractors who have had a permit revoked in the previous year shall not receive a warning prior to revocation or suspension. Revocation of a grazing permit in a previous year shall be grounds for denial of future permit applications.
- C. The denial or revocation of a grazing permit by the issuing department's director (or his or her designee) may be appealed by the applicant or permit holder to the city manager. The appeal must be filed in writing with the city clerk not later than the fifteenth day after the date notice of the director's decision is mailed to the applicant or permit holder. On receipt of an appeal, the city clerk shall set the matter for hearing occurring

within fifteen days after receipt of the appeal. Notice of the hearing shall be mailed to the applicant or permit holder, at least three days before the hearing. On appeal, the city manager may hear and determine the matter as if it were an original application. The city manager shall issue a decision in writing within 20 calendar days from the date of the appeal hearing. The City Manager's determination of the matter shall be final.

## CITY OF ROCKLIN Grazing Permit Application

LANDOWNER INFORMATION		
Landowner Name:		
Street Address:		
City, State, Zip Code:		
Telephone Number:	(      )	
Email Address:		
Emergency Contact Name and Phone Number:		(      )

By signing below, the Landowner agrees that all work to be performed shall comply with the **City's Weed Abatement and Open Space Management Grazing Program** requirements, including requirement to indemnify and hold the City harmless from claims arising from the Landowner's grazing activities and any other applicable City, State or Federal regulations, including, but not limited to, specific conditions incorporated into applicable conservation easement provisions.

\_\_\_\_\_

Landowner's Signature

\_\_\_\_\_

Date

CONTRACTOR INFORMATION		
Contractor Name:		
Street Address:		
City, State, Zip Code:		
Telephone Number:	(      )	
Email Address:		
Veterinarian Contact Name and Phone Number		(      )
Emergency Contact Name and Phone Number:		(      )

By signing below, the Contractor agrees that all work to be performed shall comply with the **City's Weed Abatement and Open Space Management Grazing Program** requirements, including requirement to indemnify and hold the City harmless from claims arising from the Contractor's activities authorized by this permit and any other applicable City, State or Federal regulations, including, but not limited to, specific conditions incorporated into applicable conservation easement provisions.

\_\_\_\_\_

Contractor's Signature

\_\_\_\_\_

Date

FIRE DEPARTMENT USE ONLY	<i>Permit Issued by:</i>
Print Name and Title: _____	
Signature: _____	Date: _____
<input type="checkbox"/> Proof of Insurance Received	Date: _____
<input type="checkbox"/> Pre-Grazing Photos Received	Date: _____
<input type="checkbox"/> Rocklin Business License No: _____	

Applicant copy

Animal Control copy

Public Works copy

PLEASE PROVIDE THIS INFORMATION FOR EACH GRAZING SITE. ATTACH MULTIPLE COPIES OF THIS PAGE IF NECESSARY.

GRAZING SITE INFORMATION	
Location:	
Area/Acres to be Grazed:	
Map Attached:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Description of the vegetation and/or fuels abated:	
Expected Start Date:	
Expected End Date:	
Number of Animals:	
If animals will be moved across a public street, list street name(s):	

Conditions of Approval

FIRE DEPARTMENT USE ONLY	Permit Terminated by:
Print Name and Title: _____	
Signature: _____	Date: _____
<input type="checkbox"/> Post Grazing Photos Received	Date: _____