



**REQUEST FOR PROPOSALS**  
**FOR**  
**LEASE AND MANAGEMENT OF AGRICULTURAL OPERATIONS**  
**ON THE**  
**BRUSH CREEK VALLEY RANCH AND OPEN SPACE**

**ISSUED: FEBRUARY 2019**

**SEALED PROPOSALS TO BE RECEIVED BY:**

*5:00 P.M. FEBRUARY 27, 2019*

**PROPOSALS TO BE SENT TO:**

**Diane Mauriello, Eagle County Open Space Manager**  
**Eagle County Open Space**  
**500 Broadway**  
**Eagle, CO 81631**  
**Diane.mauriello@eaglecounty.us**



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CONSERVATION EASEMENT – Separately posted to [www.eaglecounty.us/rfp](http://www.eaglecounty.us/rfp)

MANAGEMENT PLAN – Separately posted to [www.eaglecounty.us/rfp](http://www.eaglecounty.us/rfp)

BASELINE DOCUMENTATION REPORT – Separately posted to [www.eaglecounty.us/rfp](http://www.eaglecounty.us/rfp)

LEASE AREA MAP – Separately posted to [www.eaglecounty.us/rfp](http://www.eaglecounty.us/rfp)

POTENTIAL FUTURE LEASE AREA MAP– Separately posted to [www.eaglecounty.us/rfp](http://www.eaglecounty.us/rfp)

BRUSH CREEK WATERSHED MANAGEMENT PLAN – Separately posted to [www.eaglecounty.us/rfp](http://www.eaglecounty.us/rfp)

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## NOTICE/ INVITATION

**ISSUED:** FEBRUARY 2019

**PROJECT:** Lease and Management of Agricultural Operations on the Brush Creek Valley Ranch and Open Space

**LOCATION:** Brush Creek Valley Ranch and Open Space is located just south of the Town of Eagle along Brush Creek Road in Eagle County, Colorado.

**SUMMARY:** Eagle County, Colorado is the owner (hereinafter “Owner” or “County”) of the 1540 acre Brush Creek Valley Ranch and Open Space property (“BCVROS”). The land was acquired by Owner in December 2017, and is protected by a conservation easement held by the Eagle Valley Land Trust (“Conservation Easement”). A public management planning process for the BCVROS spanned over seven months and included input from experts, stakeholders, user groups and the public. The Eagle County Commissioners adopted the Management Plan for the BCVROS on November 13, 2018 (“Management Plan”).

Owner is soliciting proposals to identify a qualified tenant to lease and operate the agricultural operations on those portions of the BCVROS property identified on the Lease Area Map in accordance with the terms of the Conservation Easement and consistent with the stewardship/management goals and objectives identified in the Management Plan.

**PROPOSALS:** Proposals must be sent to Diane Mauriello, Eagle County Open Space Manager via email to [diane.mauriello@eaglecounty.us](mailto:diane.mauriello@eaglecounty.us), via ground shipping (i.e. Fed Ex, UPS), or via hand delivery to the Eagle County Open Space Department, 500 Broadway, Eagle, Colorado 81631. Do not send Proposals by US Mail. Proposals submitted by ground shipping or hand delivery shall be submitted in a sealed envelope and both the sealed envelope and email proposals shall be clearly marked “PROPOSAL FOR LEASE AND MANAGEMENT OF AGRICULTURAL OPERATIONS ON THE BRUSH CREEK VALLEY RANCH AND OPEN SPACE” on the outside of the envelope/package or in the email subject line. The outside of the envelope must also contain the name and address of the Respondent. Proposals must be received by **5:00 p.m. (Mountain Time) on February 27, 2019**. No telephone or facsimile Proposals will be accepted.

No Proposals will be considered which are received after the date and time set forth above and any Proposals received after such date and time shall be returned to the Respondent and will not be considered under any circumstances. Sole responsibility rests with the Respondent to ensure that his/her Proposal is received on time at the stated location.

**MANDATORY MEETING AND PROPERTY VISIT:** All Respondents are required to attend a mandatory pre-proposal meeting and Property visit on **February 19, 2019 at 1:00 p.m. at 4381 Brush Creek Road, Eagle, Colorado 81631**. Please allow two (2) hours for the meeting. You or a representative from your organization must be in attendance at the meeting. **Failure to attend will result in disqualification of a Respondent’s Proposal.**

**REQUEST FOR PROPOSALS PACKAGE:** The Proposal Package is available electronically from Owner at: [www.eaglecounty.us/rfp/](http://www.eaglecounty.us/rfp/)

**QUESTIONS:** Any questions concerning this Proposal Package shall be directed in writing via e-mail to: [Diane.Mauriello@eaglecounty.us](mailto:Diane.Mauriello@eaglecounty.us)



[End of Section]



## INSTRUCTIONS

### 1. Defined Terms

Terms used in these Instructions which are defined elsewhere in this Request for Proposals Package have the same meanings.

“County” or “Owner” means Eagle County, Colorado, a body corporate and politic.

“Lease Agreement” means the legally binding contract that is signed by Owner and the Successful Respondent to successfully lease and manage agricultural operations on the portions of the BCVROS property identified on the Lease Area Map and, if authorized, the land identified on the Potential Future Lease Area Map.

“Project” means the lease and management of agricultural operations on those portions of the BCVROS identified on the Lease Area Map and, if authorized, the land identified on the Potential Future Lease Area Map.

“Property” means that portion of the BCVROS identified on the Lease Area Map.

“Proposal” means the offer or proposal from a Respondent setting forth a Respondent’s proposal for the lease and agricultural management of BCVROS.

“Proposal Form” means the form included in the Proposal Package that must be submitted with any response.

“Proposal Package” means all documents provided to Respondent for proposal purposes consisting of: Notice/Invitation, Instructions, Submittal Checklist, Proposal Form, Acknowledgement of Addenda Form, Addenda, if any, Request for Proposal Form, Conservation Easement, Management Plan, Baseline Documentation Report, Lease Area Map, Potential Future Lease Area Map, Brush Creek Watershed Management Plan, Notable Lease Terms and Additional Information.

“Respondent” means any individual or legal entity submitting a Proposal for the Project, acting directly or through a duly authorized representative.

“Successful Respondent” means the most qualified, responsible Respondent to whom the Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.

### 2. Proposal Package

- a. The Proposal Package consists of the following:

Notice/Invitation  
Instructions



Submittal Checklist  
Proposal Form  
Acknowledgment of Addenda Form  
Addenda, if any  
Request for Proposals  
Conservation Easement [Note ditches and water rights to be used on the Property are identified in Exhibit D to the Conservation Easement]  
Management Plan  
Baseline Documentation Report  
Lease Area Map  
Potential Future Lease Area Map  
Brush Creek Watershed Management Plan  
Notable Lease Terms  
Additional Information

- b. The Proposal Package is available electronically at [www.eaglecounty.us/rfp/](http://www.eaglecounty.us/rfp/) Respondents are responsible for all printing costs.
- c. Complete sets of the Proposal Package shall be used in preparing Proposals. Neither Owner, nor Owner's Representative assume any responsibility for errors or misinterpretations resulting from the use of an incomplete Proposal Package.

### **3. Interpretations**

Any question, interpretation or clarification regarding this Proposal Package must be submitted to Owner on or before **February 21, 2019 at 5:00 p.m.** and shall be submitted to the Owner's Representative in writing, via e-mail, to [Diane.Mauriello@eaglecounty.us](mailto:Diane.Mauriello@eaglecounty.us) Responses, if any, will be issued by addenda posted to [www.eaglecounty.us/rfp/](http://www.eaglecounty.us/rfp/). All Addenda shall be issued by Owner's Representative no later than **5:00 p.m. on February 25, 2019**. The Respondent shall be responsible for obtaining any Addenda. Oral interpretations shall be of no force and effect. Only questions answered by formal written Addenda shall be binding. The Owner has not and will not authorize anyone to orally interpret the Proposal Package and any such oral or other interpretations or clarifications shall be without legal effect.

### **4. Examination of Proposal Package and Property**

Respondent(s) who submit a Proposal are responsible for becoming fully informed regarding all circumstances, information, laws and any other matters that might, in any way, affect the Respondent's role and responsibilities. Any failure to become fully knowledgeable shall be at the Respondent's sole risk. Eagle County assumes no responsibility for any interpretations made by Respondents on the basis of information provided in this Proposal Package or through any other source. Before submitting a Proposal, each Respondent shall (i) examine the Proposal Package thoroughly; (ii) attend the mandatory meeting and Property visit to become familiar with local conditions; (iii) become familiar with the Conservation Easement, Management Plan and Brush Creek Watershed Management Plan; and (iv) study and carefully correlate the Respondent's observations with the Proposal Package.



## 5. Mandatory Meeting and Property Visit

All Respondents are required to attend a mandatory pre-Proposal meeting and Property visit on **February 19, 2019 at 1:00 p.m. at 4381 Brush Creek Road, Eagle, Colorado 81631** Please allow two (2) hours for the meeting. You or a representative from your organization must be in attendance at the meeting. **Failure to attend will result in disqualification of Respondent's Proposal.**

## 6. Submission of Proposal

- a. One (1) email or five (5) hard copies of each Proposal shall be submitted at the time and place and manner indicated in the Notice/Invitation.
- b. To demonstrate qualifications to lease and manage agricultural operations at the BCVROS, each Respondent is required to submit a Proposal and submit responses to the questions set forth in the Request for Proposals.
- c. Respondent shall submit a completed, fully executed (i) Proposal Form with its Proposal; (ii) Acknowledgment of Addenda Form; (iii) Proposal and responses to questions in Request for Proposals.

## 7. Withdrawal of Proposals

No submittal may be withdrawn for a period of sixty (60) days from the date Proposals are due to County.

## 8. Review of Proposals

Owner reserves the right, in its sole discretion, to accept or reject any and all Proposals submitted in response to this Proposal Package, to waive or not waive any informality or technicality in any Proposal or Proposal Package procedures, to negotiate lease terms including rent, fees, terms and conditions of any Proposal with a Respondent, to disregard all non-conforming, non-responsive or conditional Proposals and to postpone the award of the Lease Agreement. Owner also reserves the right to re-advertise, or to otherwise provide for the lease or agricultural management of the Property as determined by Owner to be in its best interests.

Owner may, at its sole discretion, modify or amend any and all provisions herein. If it becomes necessary to revise any part of the Proposal Package, addenda will be provided through posting at [www.eaglecounty.us/rfp/](http://www.eaglecounty.us/rfp/). Eagle County reserves the right to extend the submittal date or to postpone award of any agreement.

All proposals will be reviewed by a selection committee consisting of staff from the Eagle County, as well as a representative from ERO Resources and CSU Cooperative Extension. Owner reserves the right to conduct any other review as determined to be necessary. Respondents may be asked to supplement their initial proposals with additional written material. Eagle County may short-list respondents based upon an



evaluation of the written submittals. Eagle County may arrange for in-person interviews with the short-listed Respondents for a detailed presentation.

#### **9. Award of Lease Agreement/Evaluation Criteria**

- a. Owner reserves the right to award a Lease Agreement to the respondent that demonstrates the best ability to fulfill the requirements of this Request for Proposals based upon Owner's evaluation and the selection criteria (not necessarily to the Respondent offering the most money).
- b. This Request for Proposals is not intended to completely define the contractual relationship to be entered into with the Successful Respondent.
- c. Upon identification by County of the Successful Respondent, County will give the Successful Respondent the first right to negotiate a Lease Agreement acceptable to County. In the event that an agreement satisfactory to County cannot be reached, as determined by County, then County may enter into negotiations with one or more of the remaining Respondents. Eagle County may choose to discard all proposals and re-issue another Request for Proposals.
- d. The Successful Respondent shall perform and comply with the terms of the negotiated Lease Agreement.
- e. Discrepancies in Respondent's Proposal between words and figures will be resolved in favor of words.
- f. Evaluation Criteria:
  - i. Experience and qualifications of the Respondent(s);
  - ii. Proposed operation of the Property. Respondent(s) business plan for operating the Property and Respondent's ability and plan for protecting the conservation values identified in the Conservation Easement and achieving the management goals and objectives set forth in the Management Plan;
  - iii. Ability of Respondent(s) to partner with County and interact appropriately with the public;
  - iv. Proposed lease rate/financial proposal to County. Note County may select the Proposal that best fulfills the requirements of this Request for Proposals, even if not the best financial proposal;
  - v. Ability to meet equipment requirements of the proposed operation;
  - vi. Proposed organizational structure or partner(s), including level of staffing and roles and experience of any employees or other persons or organizations proposed to perform the agricultural management of the Property;
  - vii. Any outstanding legal, criminal (i.e. a conviction that would prohibit interaction with the public) or civil issues;
- g. Owner may conduct such investigations as deemed necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Respondents to lease and manage agricultural operations on the Property to Owner's satisfaction. Owner reserves





the right to reject the Proposal of any Respondent who does not pass any such evaluation to the Owner's satisfaction, in its sole discretion.

- h. By submitting a Proposal, Respondent acknowledges and agrees that the discretion of Owner in selection of the Successful Respondent shall be final, not subject to review or attack and acknowledge that the submittal is made with full knowledge of the foregoing and in full agreement thereto.

#### **10. Signing of Lease Agreement**

If the Lease Agreement is negotiated to the satisfaction of Owner and awarded to Successful Respondent, the Successful Respondent will have seven (7) days to execute the Lease Agreement and return the same to Owner.

#### **11. Confidentiality**

Respondents should clearly identify any proprietary or confidential commercial data or information submitted with a Proposal. Such identification may not preclude the release of such information pursuant to court order or under the Colorado Open Records Act. Notwithstanding the foregoing, Respondents submitting Proposals in response to this Proposal Package acknowledge and agree that if a Lease Agreement is awarded, Owner shall retain the right to disclose the information submitted by the Successful Respondent in response hereto. Confidential/proprietary information must be readily identified, marked and provided in a separate file or package from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor rent information will be considered confidential/proprietary. Any information that will be included in the resulting contract cannot be considered confidential.

#### **12. No Payment for Proposals**

Eagle County will not pay for any information requested herein, nor is it liable for any costs incurred by the Respondent in connection with its response.

#### **13. Undocumented Individuals**

As of August 7, 2006, state and local government agencies are prohibited from purchasing services from any contractor that knowingly employs undocumented individuals to help carry out publicly funded work. Pursuant to the provisions of Colorado Revised Statutes, 8-17.5-101, contractors must certify that they are using the E-Verify Program or Department Program to verify the employment eligibility of new employees. If a contractor awarded contract violates the provisions of Colorado Revised Statutes 8-17.5-101(2), the state or local government agency may terminate the contract and the contractor will be liable for damages to such agency.

[End of Section]



### **SUBMITTAL CHECKLIST**

The following items shall be included as part of the Respondent's Proposal. Proposals not containing these items shall be deemed incomplete and will be rejected.

1. Executed and fully completed Proposal Form
2. Executed and fully completed Acknowledgment of Addenda Form
3. Proposal including answers to questions in the Request for Proposals

[End of Section]



**PROPOSAL FORM**

**THIS PROPOSAL FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL**

TO: Eagle County, Colorado  
500 Broadway  
Post Office Box 850  
Eagle, CO 81631

Re: LEASE AND AGRICULTURAL MANAGEMENT OF BRUSH CREEK VALLEY RANCH AND  
OPEN SPACE

The undersigned, having examined the Instructions and any and all documents related to the above referenced Proposal Package:

- (a) Agrees to comply with all conditions, requirements, and instructions of the Proposal package as stated or implied therein;
- (b) Acknowledges the right of Eagle County, Colorado in its sole discretion to reject any or all Proposals submitted, and that an award may be made to a Respondent even though not the highest bidder;
- (c) Acknowledges and agrees that the discretion of Eagle County, Colorado in selection of the successful Respondent shall be final, not subject to review or attack; and
- (d) Acknowledges that this Proposal is made with full knowledge of the foregoing and full agreement thereto.

By submission of this Proposal, and signature below, the Respondent acknowledges that s/he has the authority to sign this Proposal Form and bind the individual or entity named below. The Respondent further acknowledges that Eagle County, Colorado has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal and related documents, and authorizes release to Eagle County of any and all information sought in such inquiry or investigation.

Individual Name Printed: \_\_\_\_\_

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

Title: \_\_\_\_\_

Signature of Respondent: \_\_\_\_\_

[End of Section]



**ACKNOWLEDGEMENT OF ADDENDA FORM**

**THIS FORM MUST BE COMPLETED SUBMITTED WITH YOUR PROPOSAL**

The undersigned acknowledges receipt of all Addenda that were issued by Owner as part of this Proposal Package.

Respondent is to insert the addendum number of each addendum, if any, issued by Owner and initial the blank acknowledging receipt of the same. If no addenda are issued, write "None".

Addendum # \_\_\_\_\_

Addendum# \_\_\_\_\_

Addendum # \_\_\_\_\_

Individual Name Printed: \_\_\_\_\_

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

Title: \_\_\_\_\_

Signature of Respondent: \_\_\_\_\_

[End of Section]



## REQUEST FOR PROPOSALS

### PROJECT DESCRIPTION

Eagle County is seeking proposals to identify a qualified tenant to lease and manage agricultural operations on those portions of the BCVROS property identified on the Lease Area Map and if authorized, the land identified on the Potential Future Lease Area Map.

BCVROS is a 1540-acre property located south of the Town of Eagle along Brush Creek Road and was acquired by Eagle County in December, 2017. The Property represents one of the most significant acquisitions by the Eagle County Open Space Department since the Open space Program started in 2002. The BCVROS is intended to serve multiple user groups with varied interests in a balanced manner. From preservation of wildlife, to conservation and enhancement of habitat, to recreation and education, to preservation of our agricultural heritage- all of these interests are important. To that end, the land is protected by a Conservation Easement held by Eagle Valley Land Trust. That Conservation Easement identifies the following conservation values (1) Open Space (Scenic enjoyment, agriculture, significant public benefit); (2) Public Recreation or Education; (3) Relatively Natural Habitat. The Successful Respondent will be required to comply with the Conservation Easement.

A public management planning process for the BCVROS spanned over seven months and included input from experts, stakeholders, user groups and the public. The vision for the Property is identified in the Management Plan and is set forth here:

“Brush Creek Valley Ranch and Open Space is a community asset that preserves our region’s ranching heritage, visual character, and landscapes of the Brush Creek Valley. The property protects wildlife habitat and provides opportunities for public access, recreation, and education for future generations. With restoration, diligent stewardship, and conservation-oriented management, the property provides resilient open space that is adaptable to changing conditions. Opportunities are plentiful for the property to serve as a model for successful agricultural practices, recreational access and habitat conservation on public open space.”

Relevant management goals, as documented in the Management Plan, are as follows:

- Manage the property to balance the conservation values of agriculture, relatively natural habitat, public education and recreation, and scenic enjoyment
- Actively monitor, restore and improve the condition, integrity, and long-term stability of natural and managed vegetation communities
- Manage agricultural use to emphasize restoration goals and conservation values over production and revenue
- Manage recreational access to minimize disturbance to agricultural operations and wildlife habitat
- Maintain flexibility to respond to unforeseen issues and adapt to changing conditions

Planning for recreational access and related improvements is underway and the Successful Respondent should expect to have interaction with the public. Communication with the public is expected to be courteous and educational. Specifically, trailheads and access for hiking, biking, running, horseback riding, fishing, dog walking and scenic enjoyment, as well as for certain programming and events, are contemplated. Development of trails, trailheads and other recreational amenities is expected to occur during the term of the Lease Agreement. Most of the existing or planned public recreational facilities are outside of the Lease Area, though some are adjacent to or cross through portions of the Lease Area. Please see the BCVROS Management Plan for additional details regarding recreation, programming and special events that might occur on the Property.



The BCVROS is also being managed for wildlife and successful habitat conservation. To that end, County staff will work closely with Colorado Parks and Wildlife (“CPW”) personnel to ensure that management of the Property occurs in a manner that supports wildlife and related habitat. County expects that the Successful Respondent will work cooperatively with CPW and County to balance and address impacts to both wildlife and agricultural operations by adapting and modifying operations as may be necessary. In addition, weed management is a key element of the overall management objective of restoring and improving the condition of the ranch in the first several years of implementation. As a result, County plans to spray weeds on an annual basis.

The BCVROS is comprised of approximately 1540 acres. The Lease Area that will be available to the Successful Respondent is approximately 775 acres and is identified on the Lease Area Map. The Potential Future Lease Area is an additional approximately 206 acres and may be made available (as determined by County in its sole discretion) to the Successful Respondent in the event the Lease Agreement is extended beyond the initial three (3) year term and only at such time as the land within the Potential Lease Area is in an appropriate condition to accommodate agricultural operations. The Potential Lease Area is not expected to be available during the initial three (3) year term to allow the condition of the land to improve.

Eagle County is now seeking a tenant to work cooperatively with County and to lease and manage agricultural operations on the portion of the Property identified on the Lease Area Map with the possibility of adding the Future Potential Lease Area to the Lease Agreement in the future.

## PROPOSALS

Respondents are asked to submit a written proposal, including proposed financial terms, and to answer each of the following questions that may be applicable to Respondent’s proposed operation, in writing. County is open to proposals for grazing, hay production, as well as proposals for other crops that a Respondent might propose or any combination thereof. New and beginning farmers are welcome to respond alone or alternatively may join with a more experienced Respondent when making a Proposal.

Please respond to each of the following questions:

1. **Contact Information:** Name, title, email address, mailing address and phone number. Include name of the individual and type of entity including any DBA, if any. Include name of person authorized to contract with Eagle County.
2. **Experience and Qualifications:** Please describe your agricultural background and experience. If you are currently involved in other agricultural enterprises, briefly describe the operation(s) and whether you own or lease other agricultural property (public or private) and their locations. How will the Brush Creek Valley Ranch and Open Space agricultural land you are proposing to lease fit with the rest of your operation?
3. **Proposed Operation:** Please describe your proposed operation and business plan for the Property with as much detail as possible covering the first three (3) years of its operation. For example, consider the following types of information when responding:
  - Describe your overall philosophy and approach for managing agricultural uses on the property.
  - Describe the proposed agricultural uses, such as hay production, cattle grazing, horse grazing, crop production, or combinations thereof.



- For grazing uses, describe proposed strategy including pasture areas, stocking rates, grazing periods/seasonality, and other relevant information. Please include information on carrying capacity. How will you estimate production?
  - Approach to managing water infrastructure and irrigation.
  - Describe your approach to conserve soil, water, and other resources in support of long-term restoration objectives set forth in the management plan.
  - Describe your approach (technique and frequency) to monitor range health conditions.
  - Describe how you would collaborate with the Owner to support vegetation and weed management objectives.
  - Approach and ability to maintain necessary fencing, corrals, gates, and water infrastructure, including ability to fund routine maintenance (see Additional Information with regards to infrastructure costs and grants).
  - Describe your approach or contingency plan in the event of a drought. How does your business plan adapt for production in different conditions, i.e. a very dry year, a very wet year?
4. **County and Public Interaction:** Describe your ability to work with Eagle County as the owner of the property and partner in its management. In addition, describe your view of working with the public or providing tours of agricultural operations from time to time.
5. **Lease Rate/Financial Proposal:** Please set forth your financial proposal in both words and numbers. Provide the amount of rent/fees that you are willing to pay to County and timing of such payments (i.e. monthly, quarterly or annual basis.) County is open to different rent/fee arrangements from Respondents. It is important for individuals or entities submitting proposals to demonstrate that they are financially sound and will remain so during the term of the Lease.
6. **Equipment Requirements:** A list of available equipment, buildings, and improvements on the property are provided below under Additional Information. Considering the equipment available, do you own or have access to the equipment necessary to manage your proposed operation? If you have additional equipment or improvement needs, describe how you proposed to meet those needs (e.g., purchase, lease, etc.).
7. **Organizational Structure:** Describe your organizational structure and how you will meet the labor demands for the proposed operation. Please include the following information:
- Will you manage the property as a sole operator, or in partnership with other individuals/entities?
  - Are you involved in your agricultural enterprises on a full-time basis? If not, what percentage of your time is dedicated to agricultural pursuits?
  - List all key personnel and employees involved in your operation that may include job title, job description, years of experience, and area(s) of expertise. Include relevant certifications, education and specialized training if applicable.
  - Individual who will be the main point of contact for day to day operations and best methods for contact.
  - Describe the need for site presence and how often you and/or employee(s) plan to be on the Property. Will you and/or an employee(s) occupy the Ranch House? Please note that the total number of occupants will be limited in the Lease Agreement.



- Describe availability and expected response time (min/max) of operator or employees in the event of emergency, such as livestock/human conflict, sick or injured livestock, cattle on roadway, etc.
8. **Legal Issues:** Are there any lawsuits, federal, state or local tax liens, or any potential claims or liabilities against you, your company or the officers of the company at this time or within the last three years? If so, please explain. Are there any pending criminal charges pending against you or members of your organization that may prevent you from interacting with the public? Any liens? Financial issues?
  9. **References:** Please provide three (3) references familiar with your agricultural expertise or history. Include name of entity, contact name and telephone number.
  10. **Proposer's Signature:** Please print your name, sign and date the Proposal and include a statement that you are authorized to submit the proposal.

[End of Section]





## NOTABLE LEASE TERMS

Below are summaries of selected lease terms that Respondents should note in considering Proposal submission. The following terms are not intended to be complete or to serve as a Lease Agreement.

1. Lease Term. The initial lease term will be three (3) years with an option for County to renew the agreement for one additional seven (7) year term. The factors that County will consider when determining whether to exercise the option include (i) compliance with the Lease Agreement; (ii) condition of and improvement to the Property while under Tenant's care (i.e. is progress being made to achieve management goals); (iii) positive or negative interactions with County and the public; (iv) reasonable escalation in lease rate; and (v) ease of working relationship with County. Note: The details of any lease rate escalation will be negotiated with the Successful Respondent.
2. Use of the Property. Tenant shall use the Property exclusively for agricultural operations and activities involved in a working ranch as approved by County as part of the Lease Agreement. Commercial hunting, fishing and guiding on the Property is prohibited. Weddings and similar events are prohibited. Programming/special events must be approved as set forth in the Management Plan.
3. Utilities. Tenant will be responsible for placing and maintaining separately metered or billed utilities in his/her name and shall timely pay all such utility bills. Utilities include electric, domestic water, septic system cleaning, and propane.
4. Improvements and Alterations. No alterations, additions or structural changes are permitted without prior written approval of County.
5. Capital Improvements. County will make capital repairs to the residence and other buildings as determined necessary by County in its sole discretion and subject to grants, budgeting and appropriation in accordance with Colorado law. Capital repairs are repairs to exterior walls, floors, ceilings, wiring, plumbing, fixtures, windows and appliances, new gates, except to the extent damaged by tenant.
6. Fencing. See Additional Information sheet for information on new fencing. Tenant to maintain existing fences and gates in good repair and working order. No locks are to be installed without County's consent. Modification of existing or installation of new fencing will satisfy wildlife friendly standards whenever possible.
7. Tenant is responsible for:
  - a. Lawn Mowing, pruning shrubbery and tree trimming in Ranch Headquarters.
  - b. Routine maintenance including maintaining the residence in a clean and sanitary condition
  - c. Maintenance and pumping of septic system at residence
  - d. Replacement light bulbs, fuses, filters
  - e. Maintenance of drains and toilets
  - f. Glass and screen breakage
  - g. Removing snow and ice from walks
  - h. Elimination of household pests
  - i. Maintenance of fencing
  - j. Maintenance of ditches



8. Personal Property. Residence is unfurnished. Tenant is responsible for furnishing it and for maintaining insurance on its personal property.
9. Conservation Easement. Tenant must comply with the Conservation Easement.
10. Water Rights.
  - a. Tenant is entitled to use the water rights identified for irrigation of the Property. Water Rights shall be used as set forth in the Conservation Easement and in accordance with the Brush Creek Watershed Management Plan and with Water Quality Monitoring and Management Plan, as applicable.
  - b. Tenant must maintain in reasonable repair and working order all ditches, laterals, tail runs and related infrastructure, pipes, flumes, splitter boxes and head gates. Irrigation activity may be temporarily suspended if a ditch, lateral, pipeline or other irrigation delivery system becomes inoperable or is damaged. No alteration or modification of irrigation infrastructure may occur without County's prior written consent. Maintenance means, burning (with permission), cleaning, dredging, clearing, maintaining the ditches in good working condition. All such existing irrigation infrastructure is and will remain property of County.
  - c. Record Keeping. Tenant shall be responsible for maintaining detailed records consistent with historical practices and as may be required by County's water engineer, water attorney or the Division Engineer for the State of Colorado. Tenant will deliver the records to County upon request.
11. Annual Operating Plan. An annual operating plan will be prepared by County with input from Tenant. The Annual Operating Plan will include a timeline, protocols, and procedures for monitoring and effective operation. The Lease Agreement and Annual Operating Plan will identify specific goals for restoration and thresholds to ensure that restoration goals are accomplished over time. Tenant will be required to comply with the Annual Operating Plan.
12. Weed Control. County will spray or otherwise manage weeds on the Property. Tenant may assist with this effort as agreed by the parties and the Annual Operating Plan will establish a clear plan for areas that will be treated each year.
13. Pest Control. Pest control may occur when exigent circumstances exist to protect livestock or property in accordance with applicable law. All other control of pests and predators requires approval from Landlord.
14. Fertilizers. Tenant shall be responsible for the expense and application of any fertilizers on the Property. Fertilization must be based upon recommendations from CSU Extension and in accordance with Water Quality and Management Plan and Brush Creek Watershed Management Plan.
15. Livestock. In the event the selected proposal includes a livestock component then Tenant's annual grazing plan shall be set forth in the Annual Operating Plan. The plan should include measures to avoid soil erosion and over-grazing. Eagle County or third parties will monitor grazed areas for overgrazing and resource damage and may require modifications in Tenant's operations as a result. Grazing may be restricted to designated areas. Stocking rates and grazing time periods are dependent upon availability of forage and management goals for the Property. Tenant will be responsible for containing livestock within the designated areas. Grazing, watering, and movement of livestock will not be allowed to occur in a manner that causes damage to riparian and other sensitive habitat on the Property as determined by County



in its sole discretion. If damage is occurring, County may require an additional grazing management plan to be developed by NRCS, CSU-Extension or other qualified contractors chosen by County. A grazing plan that is more prescriptive may be necessary.

16. Assignment. Assignment of Lease Agreement is not permitted.
17. Subleasing. Subleasing is not permitted without advance written approval of County. If allowed, any sublease agreement shall be subject to review and approval by County in advance.
18. Vegetation. Existing willows, trees and brush are not to be disturbed or cut except as specially allowed in writing or agreed to in the Lease Agreement. County may fence portions of Brush Creek to protect streambanks and other sensitive habitats. Notwithstanding the foregoing, Tenant will be allowed to cut, clear, or burn vegetation within ditches as part of annual ditch maintenance.
19. Taxes. County is tax exempt. Tenant is responsible for all taxes attributable to the Lease Agreement and its agricultural operations, production and sales.
20. Entry and Inspection. County reserves the right for any reasonable purpose and at all reasonable times to enter the Property. Likewise, Eagle Valley Land Trust has the right to enter the Property for monitoring and enforcement of the Conservation Easement.
21. Existing and Future Easement. Tenant shall not interfere with the use of existing or future easements or encumbrances that may affect the Property.
22. Insurance.

The Successful Respondent shall provide the following insurance at the time of executing the Lease Agreement unless otherwise agreed to in writing by Eagle County:

Tenant shall procure and maintain for the entire term of this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with his occupancy, use and management of the Property and equipment identified in Exhibit \_\_\_\_\_. The insurance requirements herein are minimum requirements for this Agreement and do not limit the indemnity covenants contained in this Agreement.

- i. Types of Insurance. Tenant shall provide coverage with limits of liability not less than those stated below. An umbrella and/or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.
  1. Worker’s Compensation insurance as required by law and employer’s liability insurance covering any employees acting within the scope and course of their employment, if any.
  2. Auto coverage with limits of liability not less than \$1,000,000 each accident combined bodily injury and property damage liability insurance, including coverage for owned, hired and non-owned vehicles.



3. Property coverage for mobile equipment for Tenant's owned, leased or borrowed equipment in an amount determined by Tenant to be sufficient.
  4. General Liability coverage to include premises and operations, personal/advertising injury, products/completed operations, broad form property damage with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 aggregate limits.
  5. Renter's Insurance with coverage sufficient to cover Tenant's personal property located in the House or on the Property.
- ii. Other Requirements.
1. The commercial general liability coverage shall be endorsed to include Eagle County and The Eagle Valley Land Trust, their officials, directors, officers, employees, agents and volunteers as additional insureds.
  2. Tenant's insurance coverage shall be primary and non-contributory with respect to all other available sources. Tenant's policy shall contain a waiver of subrogation against Eagle County, Eagle Valley Land Trust, and their officials, directors, officers, agents, employees and volunteers.
  3. All policies must contain an endorsement affording an unqualified thirty (30) days' notice of cancellation to County in the event of cancellation of coverage. If the insurance company is not able to provide such endorsement then Tenant shall supply such notice to County.
  4. Tenant's certificate(s) of insurance evidencing all required coverage is attached hereto as Exhibit \_\_\_\_\_. Upon request, Tenant shall provide a copy of the actual insurance policy and/or required endorsements required under this Agreement within five (5) business days of a written request from County, and hereby authorizes Tenant's broker, without further notice or authorization by Tenant, to immediately comply with any written requires of County for a complete copy of the policy.
  5. If Tenant fails to secure and maintain the insurance required by this Agreement and provide satisfactory evidence thereof to County, County shall be entitled to immediately terminate this Agreement.
  6. The insurance provisions of this Agreement shall survive expiration or termination hereof.
  7. The Parties hereto understand and agree that the County is relying on, and does not waive or intend to waive by and provision this Agreement, the monetary limitations or rights, immunities and protections provided by the Colorado Governmental Immunity Act, as from time to time amended, or otherwise available to County, its affiliated entities, successors or assigns, its elected officials, employees, agents and volunteers.

### 23. Indemnification.

The Successful Respondent shall comply with the following indemnification language which shall be included in the agreement to be awarded:



- iii. At all times after the Effective Date of this Agreement, the Tenant shall indemnify the County, Eagle Valley Land Trust, and any of their associated and/or affiliated entities, successors, assigns, elected officials, officers, directors, employees, agents, volunteers, hereinafter collectively referred to as the “Indemnified Parties”, from all damages, liabilities, expenses, claims, or judgments (including interest, penalties, reasonable attorneys’ fees, accounting fees, and expert witness fees)(collectively, the “Claims”) that any Indemnified Parties may incur and that arise from:
  1. The Tenant’s negligence or misconduct arising from the Tenant’s carrying out of his obligations under this Agreement; or
  2. The Tenant’s breach of any of his obligations or representations under this Agreement.
- iv. This indemnification shall not apply to Claims by third parties against the County to the extent that County is liable to such third party for such Claims without regard to involvement of Tenant. This paragraph shall survive expiration or termination hereof.

24. Liens. Tenant may not cause any liens to be placed against the Property.

25. Domestic animals. Domestic animals such as dogs used in moving cattle, must have current vaccinations and be in control of the Tenant at all times. The total number of dogs will be limited in the Lease Agreement.

[End of Section]



## ADDITIONAL INFORMATION

The following information is provided to assist in the preparation of proposals.

### Equipment Available

A list of equipment that is available as part of the Lease Agreement is set forth below.

1. 1987 Ford Backhoe 555-B
2. 1988 24' Circle D Trailer, Tandem Axle
3. John Deere- Round Bailer
4. Lincoln Arc Welder Trailer
5. 1037 New Hauling' Stackline, 104 bale capacity
6. 300 GM Kuhn rake
7. 2011 John Deere 956 Mower
8. 2011 John Deere 348 Square Bailer
9. Hesston 4570 Square Bailer
10. Herbicide Tank, mounts on tractor
11. Enorossi Double Hay Rake
12. V-Ditcher
13. John Deere 2640 tractor plus mower deck attachment
14. Tiger Line Call Hauler Trailer
15. John Deere 4255 Tractor and Rhino
16. John Deere 7600
17. John Deere 4320
18. John Deer mower
19. Two (2) 2004 John Deere All-Terrain Vehicles (ATVs)

### Buildings and Improvements

A list of buildings and improvements that is available as part of the Lease Agreement is listed below.

1. Residence (Ranch House) - See photo points 38, 42, 43 of Baseline Documentation Report ("Baseline")
2. Shop- See photo points 38, 39, 41of Baseline
3. Tack shed- See photo point 42 of Baseline
4. Loafing shed- See photo point 44 of Baseline
5. Fencing shed- See photo points 38 and 39 of Baseline
6. Fuel tanks- See photo point 38 of Baseline
7. Two (2) Granaries- See photo point 35, 37of Baseline
8. Horse Barn- See photo points 33,34, 35, 36, 37 of Baseline
9. Calving shed- See photo points 33, 34 and 35 of Baseline
10. Equipment shed- See photo point 34, 35 and 37, 38 of Baseline
11. Chute shed- See photo point 27 of Baseline

### Infrastructure Improvements

**Fencing:** Owner is willing to work with the Successful Respondent on the cost and installation of new permanent fencing subject to available grants, appropriation and budgeting in accordance with Colorado law. It is therefore important that Respondents identify future permanent fencing needs and their willingness to assist financially or in-kind through labor for installation. Permanent fencing will remain the property of the Owner at the expiration of the



Lease Agreement. Tenant will be responsible for temporary fencing used during agricultural operations. New Permanent and temporary fencing must be approved by Owner prior to installation (approval not to be unreasonably withheld) and to the extent possible should be wildlife friendly. New permanent and temporary fencing will be discussed on an annual basis as part of the Annual Operating Plan that will be part of the Lease Agreement.

**Ditches:** Owner is willing, subject to grants, budgeting and appropriation in accordance with Colorado law, to make major ditch repairs (i.e. replacement of failing pipes, flumes and head-gates). Ongoing maintenance of existing fencing, corrals, gates and ditch infrastructure will be the responsibility of the Successful Respondent.

[End of Section]