



Boulder County Purchasing

1325 Pearl Street

Boulder, CO 80302

purchasing@bouldercounty.org

**SOLICITATION OF QUALIFICATIONS
COVER PAGE**

SOQ Number: **7055-19**

SOQ Title: **Boulder County Editing and/or Proofreading Services**

Mandatory Pre-Proposal Meeting: N/A

SOQ Questions Due: Monday, August 12, 2019 at 2:00 p.m.

County Response Due: Wednesday, August 14, 2019

Email Address: purchasing@bouldercounty.org

Documents included in this package:

- Proposal Instructions
- Terms and Conditions
- Specifications
- Insurance and W-9 Requirements
- Submittal Checklist
- Evaluation Criteria
- Signature Page
- Attachment A-D

SUBMITTAL DUE DATE: Monday, August 19, 2019 at 2:00 p.m.



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PROPOSAL INSTRUCTIONS

BACKGROUND:

The Boulder County Parks and Open Space Department (BCPOS) is seeking proposals from qualified and experienced editors and/or proofreaders to detect and correct errors in spelling, punctuation or syntax, refine or enhance county created materials, improve the overall quality of public relations and/or marketing collateral, management plans and annual reports containing non-legal copy. AP Stylebook knowledge and willingness to refer to the Boulder County Style Guide (see Attachment A) are key.

Services required are:

Editing and/or proofreading non-legal materials such as, but not limited to:

1. Print materials, including open space property management plans and annual reports.
2. External marketing such as signs, flyers and brochures.
3. Web content for informational and promotional websites.

It is preferred that editors and/or proofreaders have experience with the public sector and experience writing/editing science and environmental topics.

CONTRACT LANGUAGE:

The County is seeking qualified contractors to retain for future projects of the discipline as described above.

The successful proposer will be required to enter into a Contract for Services and meet all insurance requirements as required prior to any work beginning. The County retains the right to select more than one contractor. The selected contractor(s) will be required to enter into a Continuing Services Contract, for the current year with an option to renew, in writing, for four (4) additional years. The Contractor acknowledges that a Contract does not constitute a guarantee that Contractor will receive any Projects or Work of any kind under this Contract, if selected, and in such event, Contractor would not receive any payment from County. Projects will be awarded, on a Project-by-Project basis. Each Project will include a separate Scope of Work and bids/proposals will be solicited from the approved contractor vendor list compiled from this solicitation.

The evaluation of the qualifications shall be based on the requirements described in this SOQ. All properly submitted qualifications will be reviewed, evaluated, and selected by the Evaluation Committee.

Qualification submittal information must include information regarding company fees, in detail and including personnel hourly rates, equipment, meetings, reports, administrative costs, mileage, travel, and/or other cost information relevant to do business with the County.

Boulder County reserves the right to reject submittals that do not include evidence of prior experience and current capabilities, including manpower and equipment, necessary to provide the required services and to successfully complete this type of work.

All proposers are instructed to thoroughly review all the stated insurance requirements for this Project, the insurance requirements stated are the minimum and standard for Boulder County Government, for this Project. All hired contractors are required to meet the insurance requirements, as stated, for contracted services as part of the Boulder County contracting process. Owner/Sole Proprietors/Officer are not Exempt from the county's insurance requirements and coverage limits. Please refer to the Insurance Requirements in this SOQ.

Additionally, the Contractor is aware all insurance requirements, as stated, are required to be active for the duration of the contract, or as otherwise stated, whether Projects or Work are awarded from the County.

PRE-PROPOSAL MEETING:

A Pre-proposal meeting will NOT be held for this Project.

ATTACHMENTS:

The following documents are part of this SOQ:

1. Attachment A: Boulder County Style Guide
2. Attachment B: Sample management plan
3. Attachment C: Sample annual report
4. Attachment D: Sample Contract

WRITTEN INQUIRIES:

All inquiries regarding this SOQ will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before **Monday, August 12, 2019 at 2:00 p.m.** A response from the county to all inquiries will be posted and sent via email no later than **Wednesday, August 14, 2019.**

Please do not contact any other county department or personnel with questions or for information regarding this solicitation.

SUBMITTAL INSTRUCTIONS:

SOQs are due at the Administrative Services Information Desk or email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on Monday, August 19, 2019.**

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **SOQ # 7055-19** in the subject line.

-OR-

US Mail One (1) unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **SOQ # 7055-19**, to the Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

All SOQs must be received, and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their SOQ response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.



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TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Solicitation of Qualifications.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Solicitation of Qualifications, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the Administrative Services Information Desk prior to the time indicated in the "Solicitation of Qualifications."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the SOQ documents will be made by Addendum. Interpretations, corrections and changes of the SOQ documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: Proposals submitted in response to this "Solicitation of Qualifications" and any resulting contract are subject to the provisions of

the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract will be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**

The Boulder County Attorney's Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.



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SPECIFICATIONS

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reviewing older materials. Work will be done remotely by the selected Contractor(s). Communications and work product delivery will take place electronically using email and/or file sharing sites.

Services will include proofreading and/or editing documents from ten to several hundred pages in length. Documents will be provided by the Parks and Open Space Department. All changes to materials will be tracked in Microsoft Word or Adobe PDF. All documents are to follow the Boulder County Style Guide (see Attachment A) and AP Stylebook. The BCPOS website can also be used as a reference tool.

CONFLICT OF INTEREST:

Any party that has developed, designed or drafted specifications, requirements, statements of work and/or has participated in planning activities for this SOQ may be excluded from consideration for the award of this SOQ. Additionally, any party that has developed, designed or drafted specifications, requirements, statements of work and/or has participated in planning activities for future Projects may be excluded from consideration for the award of those Projects.

CHANGE ORDERS:

Any unplanned, change orders, modifications or additional services to this Project, shall be submitted by the Contractor, in a separate, written document, including a fee schedule and completion schedule and presented to the County for review. Approval from the County, in writing, must accompany all change order requests.

HOURS OF OPERATION:

County may designate the hours (on a daily or weekly basis) during which Contractor can perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with county operations. Contractor will otherwise set its own work schedule.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS:

Note that the insurance amounts listed below are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

***This type of coverage will be required to remain in place and be maintained by the selected contractor for the 3-year period as noted after completion of the Project.**

Worker's Compensation and Employer's Liability

Statutory limits

***Professional Liability or Errors and Omissions**

\$1,000,000 Per Loss

\$1,000,000 Aggregate

Coverage maintained or extended discovery period for 2 years

W-9 REQUIREMENT:

Please provide a copy of your business's W-9 with your proposal.



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SUBMITTAL SECTION

The proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Solicitation of Qualifications (SOQ) may be cause for rejection of the PROPOSAL.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE: Proposer will check each box indicating compliance:

INCLUDED	ITEM
	Name of your company / organization
	Type of organization (Sole Proprietary, Corporation, Partnership, etc.)
	Address
	Contact Person(s)
	Telephone and email
	Website and social media presence if applicable.
	Letter of interest indicating desire to be considered, area(s) to be considered for, strengths as an editor, any experience working in the public sector, and any other special considerations (such as other skills/services provided) regarding your capability to serve Boulder County Parks and Open Space. (Two-page maximum).
	Information on the relevant experience of key personnel.
	Provide three (3) samples of current work, preferably in the area you would like to be considered for. Please include both the original and edited versions if possible.
	Submit any current certifications or memberships your company holds in relation to the services requested.
	Fee schedule: Submit your hourly or per-word rates.
	Submit a copy of any contract you would require to be executed in this process.
	Submit three (3) references for similar projects your company has completed within the last three (3) years and their contact information.
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following:

- Quality of proposal: full list of qualifications and pricing, well written, good organization of information
- Qualifications/certifications, AP Stylebook knowledge, and experience of the proposer.
- Quality of samples
- Pricing
- Relevant experience (public sector, subject matter)
- Proposed turnaround times
- References
- Any other relevant and appropriate factors as determined by the County

A scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below:

Description	Points
Quality of proposal: full list of qualifications and pricing, well written, good organization of information.	20
Qualifications/certifications, AP Stylebook knowledge, and experience of the proposer.	20
Quality of samples	15
Pricing	15
Relevant experience (public sector, subject matter)	10
Proposed turnaround times	10
References	5
Any other relevant and appropriate factors as determined by the County	5
Total Possible	100



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SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

By signing below, I certify that:

- I am authorized to bid on my company's behalf.
- I am not currently an employee of Boulder County.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
 Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.

Boulder County Style Guide



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1. Writing Standards: Grammar, Punctuation and Usage

Boulder County follows Associated Press (AP) style in most instances.

A. FORMATTING

Spacing:

- Single-spaced, typed.
- Only ONE space after a period at the end of a sentence. (Note: the old standard for typewriters was to put two spaces between sentences; modern software programs calibrate the right spacing between sentences using only ONE space.)

Paragraphs:

- Paragraphs start flush left (not indented).
- Separate new paragraphs with two returns.

Text style:

The county prefers the following font options:

- Times New Roman or Minion Pro for long paragraphs, full content etc. (serif, for readable content)
- Arial or Calibri or Myriad Pro for headlines and sub-headers (sans serif, not for long content)
**If you do not have these fonts loaded on your computer, IT can upload them if you submit a work request.*

B. CAPITALIZATION

County:

- Always use **Boulder County** on first reference. Lowercase **county** on subsequent references. *Example: Boulder County is adding bike lines along major county roads wherever possible. The county continues to fund road maintenance and repair work on an annual basis.*
- Address and capitalize specific departments when necessary.
Example: The Transportation Department is responsible for maintaining roads and bridges within the unincorporated county limits.
- When referring to Boulder County programs, services, or employees in a descriptive sense, do not capitalize.
Example: RTD EcoPasses are made available to county employees at the start of every year.

**The only exception to these rules is for use within official legal documents.*

City:

As with the county description above, used caps for the formal name but lower case when referring to the city in general.

Examples:

Boulder County is working with the cities of Longmont and Boulder on the project.

Boulder County is working with the City of Longmont to fix the traffic light at the corner of N. 95th St. and Pike Rd.

Boulder County is working with the city to address the issue.

County Commissioners:

- On first reference, always say Boulder County Commissioners, then on following
- Capitalize when using the full name of the board (Board of County Commissioners or the Boulder County Commissioners). Do not capitalize when referring simply to “the board” or “the commissioners.”

Example: The Board of County Commissioners approved a new dog-off-leash ordinance for certain open space properties on Monday, July 15. The board voted unanimously...

- Capitalize when referring to a specific commissioner. Include the commissioner’s first and last name upon first reference, then use Commissioner [Last Name] after that.

Example: Commissioner Cindy Domenico has been appointed to the Governor’s Blue Ribbon Committee. Commissioner Domenico will begin her appointment on...

- Because there are three commissioners, use the plural possessive. (Plural Possessive – This is an instance when the word will be plural (commissioners) and will also receive the possessive apostrophe AFTER the plural “s” at the end of the word (commissioners’). This is different from the Singular Possessive which places the apostrophe BEFORE the “s” (commissioner’s).)

Example: We need to secure the commissioners’ permission before issuing a change to the policy.

Agency, Committee, Board, Commission:

- Capitalize agency, committee, board, etc. when it is part of the title of a specific group. Do not capitalize as a standalone.

Example: The Historic Preservation Advisory Board met on Monday, July 15. The board will meet again in August.

Buildings or Departments:

- Capitalize formal building names, departments, and meeting room names (as you would if you were writing an address): Downtown County Courthouse, North Broadway Complex, Sundquist Building, Criminal Justice Center, County Jail, Transportation Department, Land Use.

C. CONTACT INFORMATION

- Name, phone number, and email

Example: For more information, contact Jane Doe at 303-441-5555 or jdove@bouldercounty.org.

D. DATES & TIMES

- Order: Time, day, date, location.
YES: *The seminar will take place from 4-6 p.m., Monday, Aug. 10.*
NO: *The seminar will take place Monday, Aug. 10, 2013, from 4:00 pm to 6:00 pm.*
- Always include the day of the week for an event or deadline.
- Do not include the year unless the event has already happened or is happening next year.
- Do not include zeros when stating an “o’clock” time.
YES: *4 p.m.*
NO: *4:00 p.m.*
- Spell out the day: Monday, not Mon.
- Abbreviate months that are longer than five letters. Do not abbreviate March, April, May, June, or July.
- Use periods in a.m. and p.m.
- When including start/end time, use a.m. or p.m. only once. Separate with a dash. Use noon when referring to 12 p.m.
YES: *4-6 p.m.* *9 a.m.-2 p.m.* *9 a.m.-noon*
NO: *4 p.m. to 6 p.m.* *9 to 2* *9 a.m.-12 p.m.*
- Do NOT use ordinals (first, second, third, etc.) in dates.
YES: *The meeting will be held on Jan. 2.*
NO: *The meeting will be held on Jan. 2nd.*

E. NUMBERS

General:

- Spell out one through nine. Use numerals for all numbers from 10 to 999,999
Examples:
Boulder County won eight awards for its EnergySmart program.
There were 20 participants in the competition.
Boulder County has 1,346 registered American Constitution Party members.
Approximately 2.5 million people drive alone to work every day.
- Spell out numbers at the beginning of a sentence. (Note: Avoid starting a sentence with a number if possible).
Example: *Twenty counties participated in the competition.*
- Unless citing a very specific budget amount or quantity, round off numbers over one million.
- Use a dollar sign in front of the figure when stating a dollar amount.
Examples:
The project cost \$1.6 million.
Boulder County’s total budget for 2007 is \$30,346,958

Over/More, Fewer/Less:

- Always use “more than” unless you are describing a height. “Over” is only used to describe something physically above something else.

YES: *More than 300 employees participated in Bike to Work Day.*

NO: *Over 300 employees participated in Bike to Work Day.*

- Use “fewer” to describe individuals and “less than” to describe collective/bulk quantities.

Examples:

Fewer than five people applied.

Less than 10 gallons of gas can make a difference..

Ordinals: (First, second, third, etc.)

- Do NOT use ordinals in dates.

YES: *The meeting will be held on Jan. 2.*

NO: *The meeting will be held on Jan. 2nd.*

- Spell out first through ninth; use numerals thereafter.

Examples:

Boulder County won first place.

The museum will celebrate its 30th anniversary.

Ages:

- Always use numerals. Do not mix numerals and words.
- Use hyphens only when using age as an adjective before a noun, or in the place of a noun.

YES:

She is 2 years old.

The 1-year-old girl is safe.

The 1-year-old is safe. (“Girl” is implied as noun.)

Applicants must be 18 or older. (Years is implied.)

The program is for children ages 5-15. (Years is implied.)

NO:

She is 1-year-old.

Distances & Measurements

- When describing a distance or a measurement, use the numeral instead of the words.

YES: *Parks and Open Space staff just completed a new 4-mile trail.*

NO: *Parks and Open Space staff just completed a new four-mile trail.*

Decimals:

- Place a 0 before decimals less than 1. (Example: numbers like 0.1 through 0.9)
- In describing quantities in millions, use one decimal place at most.
- In describing billions (one billion being equal to one thousand million), use no more than two decimal places.

Examples:

0.27

\$2.7 million

- Use decimals instead of fractions except when you're describing an easily divisible part.

Example:

*The data showed that **three-quarters** of all residential homes increased in value over the two-year appraisal period.*

Percentages:

- Unless space is a consideration, use a numeral and spell out the word "percent."

Example:

Participation has increased by 10 percent. They estimate that between 5 and 12 percent of adults are alcoholics.

F. PUNCTUATION

General Guidelines:

- Avoid exclamation points (!)
- COMMAS. When used in a list, a comma should be included for the final item in the list.

YES:

The fair will include resources, consultations, and presentations.

He would nominate Tom, Dick, or Harry.

- ‘WHICH’ sets off a non-restrictive clause (not essential to identifying the noun) and is separated WITH COMMAS.
- ‘THAT’ is a restrictive clause that specifically identifies the noun and is NOT SET OFF BY COMMAS.

YES: *The organization that runs the clinic is a not-for-profit agency.*

NO: *The organization, that runs the clinic, is a not-for-profit agency.*

YES: *The law, which was adopted last year, enacted a fire ban.*

NO: *The law which was adopted last year enacted a fire ban.*

Quotation marks:

- Put punctuation *inside* the quote marks. Do not capitalize “he said” etc. when it follows the quote.

Example:

“This is a fabulous program,” he said.

“I’m so proud of our county employees,” County Commissioner Gardner said.

Bulleted lists:

- Put periods only at end of full sentences, not list items. Capitalize the start of each bullet point. List items in parallel construction:

Examples:

Tips to improve energy efficiency:

- *Turn off lights.*
- *Use Compact Florescent Light bulbs.*
- *Install EnergyStar appliances.*

Remember to bring:

- *Socks*
- *Jacket*
- *Flashlight*

Numbered lists:

- Use numbered lists for instructions.
- Numbered lists follow the rules for bulleted lists (outlined under bulleted lists).
- Bullet points are preferred unless the exact order or ranking of items is significant.

Parentheses:

- Use sparingly.

G. USAGE

Acronyms

- Limit use of acronyms, and always spell out an acronym first.
***YES:** Staff members from Boulder County Parks & Open Space (POS) will work with the Colorado Water Conservation Board (CWCB) on creek restoration.*
***NO:** Staff members from BCPOS will work with the CWCB on creek restoration.*
- Avoid using “BC” within our agency acronyms. Instead, preface the first reference with “Boulder County” and leave the BC off the acronym.
- To make an acronym plural: add a lower case ‘s’ at the end.
Example: The five Historic Preservation Advisory Boards (HPABs) will meet Friday.
- Only use an acronym when there has been a previous first-reference to the full name of the organization, project, department, etc.

Affect/Effect

- Affect is a verb; effect is a noun.
Example:
You can affect the lives of others.
The program has had an impressive effect on recidivism.

Among/Between

- Between is a relationship with *two* items/people. Among is a relationship with *more than two* items/people.
Examples:
The agreement between Boulder County and Louisville stipulates...
The agreement among all of Boulder County’s municipalities stipulates...

Possessive

- Add apostrophe and a small ‘s’ – but avoid making an acronym possessive; instead, use a noun that describes the organization or thing:
Examples:
 OK: HPAB’s meeting Better: the board’s meeting
 OK: EAR’s finding Better: the report’s findings

Titles

- Do not use Mr., Mrs., Ms., etc. unless addressing a letter.
- Do use political/status titles such as Dr., Commissioner, Senator, etc. Spell out titles except in photograph captions or bulleted lists of speakers/participants.
***YES:** Governor John Hickenlooper will speak at the forum tomorrow.*
State Senator Claire Levy will present her findings regarding homelessness.
***NO:** Mr. George Brown will speak at the forum tomorrow.*

Use of Web/Website/Email

- ‘Website’ is one word, and is **not** capitalized as part of a sentence. The word ‘internet’ should be lowercase.
The county’s website is updated every hour on the hour. We use the internet regularly.

- When using the word ‘web’ (the shortened proper name of the World Wide Web) either on its own or to emphasize a noun, it should not be capitalized.

Examples:

You can find information about the county’s history by searching the web.

Please update the webpage to include the most recent information about the meeting.

- The word **email** should not be hyphenated. Do **not** use e-mail.

While/Although

- ‘While’ should be used in sentences to mean “during the time that” or “as long as.”

Example: While the ordinance is in place, no open fires will be allowed anywhere in the county.

- ‘Although’ should be used in sentences to mean “regardless” or “even though.”

Example: Although most caregivers would never dream of hurting their loved ones, some abuse or financially exploit their elders.

Who/Whom

- ‘Who’ refers to a person doing the acting; ‘Whom’ refers to a person being acted upon or receiving the action. When in doubt, replace with a pronoun to see whether it would make sense.

Examples:

*The woman who helped found the program once lived on the streets herself. (**She** helped found the program.)*

*The woman, who moved here from Ireland, needed a helping hand. (**She** moved here from Ireland.)*

*The woman whom Social Services helped was nearly destitute. (**Social Services** helped her.)*

2. Style Guide for Webpages / Social Media

Website Style Guide & Usage

Policies, procedures, and proper style for both internal and external county websites are explained in the county's Personnel Manual and under the Web Governance Committee site on InBC.

Social Media

Policies, procedures, and proper style for Social Media are explained in the county's Personnel Manual, Section II: Conditions of Employment and Code of Conduct, Number 35: Social Media. Always check with your department communications staff if you have questions or concerns.

An abbreviation for Boulder County (e.g., "BoCo.") can be used in social media with a hashtag in uses where the number of characters is limited, as with Twitter. Use this abbreviation sparingly to condense wording. The abbreviation is not to be used for marketing county programs other than when space to spell out "Boulder County" is at a premium.

YES: *BoulderOEM is monitoring conditions associated with #BoCoFlood.*

Don't forget to sign up for this week's Boulder County events.

NO: *Please register by Wednesday to take part in BoCo events this weekend.*

Also, vanity URLs must spell out "BoulderCounty[Blank].org"

YES: *Please register for the event at www.BoulderCountyEvents.org.*

NO: *Please visit www.BoCoEvents.org for more information.*

**Check with your department communications staff with any questions about web or social media styles.

3. News Releases

When preparing a news release:

- Follow grammar, punctuation, and usage of Boulder County Style Guide.
- Refer to AP Stylebook for issues not addressed in the Boulder County Style Guide.
- Follow the format of the template provided (see appendix).

Content/tips for writing a news release:

- Put most important information UP FRONT (most people quickly scan only the first couple of sentences or paragraphs)
- Include Who, What, Where, When, Why, and How.
- Emphasize key messages.
- Catch attention in first paragraph.
- Use timely, newsworthy hook, tie to current issues.
- Be accurate! Double-check all dates/times, spelling of names, titles.
- Use active voice (subject, verb).
- Avoid jargon.
- Include contacts – for media and public.
- Avoid second person (e.g., don't use "You can help!!" or other sentences with "you")
- Be Clear. Use simple, direct sentences.
- Provide statistics, data, and studies that lend credence to your point.

Length:

- News Releases: Aim for one page in length. Do not exceed two pages.
- Shorter is better.

Voice:

Use third person rather than second person.

YES: *Volunteers can help improve lives of teens.*

NO: *You can help improve lives of teens!*

Use active voice. (Subject performs the action)

YES: *She won an award.*

NO: *She was given an award.*

Headlines:

- 14-pt. **Arial**, bold-faced
- Do not capitalize the first letter of each word unless the word is a proper noun. (proper name of a person, place, or organization)

YES: *Boulder County wins eight awards from National Association of Counties.*

NO: *Boulder County Wins Eight Awards From National Association of Counties.*

Contact Information

- The media contact that reporters should call for more information is listed at top of the release. Hyperlink the contact's email address and include their phone number. The title and department are optional:

Example: Contact: [Barb Halpin](#), Public Information Officer, 303-441-1622

- The subject matter expert should be listed as the contact for the public to call in the body of the message:

Examples:

For more information, call 303-441-1622.

For more information, contact Barb Halpin at 303-441-1622.

For more information, visit www.BoulderCounty.org.

To register, call 303-441-1622 or email bhalpin@bouldercounty.org.

When sending a release via email:

- Send news releases (calendar items exempted) through your department's Communications Specialist, who will coordinate with the Public Information Office for dissemination to the county's main news distribution listserv and for posting on the county website. If your department does not have a Communications Specialist, email both Barb Halpin (bhalpin@bouldercounty.org) and Gabi Boerkircher (gboerkircher@bouldercounty.org).
- Send a text-only version of the release in Microsoft Word or the body of an email.
- Separately attach a photo, logo, or other image to be used with the news release.

4. Publications

BROCHURES, BOOKLETS, NEWSLETTERS

- Always include year of publication or most recent update.
- Always include Boulder County logo (as governed by the Boulder County Logo Style Guide, see section on “Use of County Logo”) and name of publishing department.
- Follow County Style Guide for grammar, punctuation, and usage.
- Follow the AP Stylebook for issues not addressed in the County Style Guide.
- Brochures, booklets, and newsletters have more freedom to use different fonts, but:
 - Times New Roman, Calibri or Arial are preferred fonts (also, Myriad Pro and Minion Pro)
 - Use a serif font (Times New Roman, Minion Pro) for large blocks of text.
 - Avoid using more than two different fonts in any one publication.
- Translated versions of the publication should be provided when the target audience includes a significant number of non-English speakers.
- Publications should use the most sustainable practices possible:
 - Be concise and use the minimum number of pages possible to convey your message.
 - Print only the number of brochures that will be needed; reprints may be ordered later.
 - Talk to the Mailing & Printing Division about specifics for your print job.

5. Graphic Standards & Guidelines

A. BRANDING STANDARDS

Tone and image

Materials should reflect a casual, knowledgeable, and responsive presence. They should be professional, personal, and inviting - conveying a welcoming feel and encouraging community involvement.

Perception

- Reliable
- Modern/forward-thinking
- Professional
- Hardworking
- Responsive
- Meeting needs of the community
- Sustainability-focused
- Honoring the past, building the future

Feelings to invoke (not in any order)

- Collaborative
- Expert and Dependable
- Friendly
- Full of Life
- Hardworking
- Integrity
- Knowledgeable
- Meeting Needs of the Community
- Professional
- Progressive/Forward-Thinking
- Responsive
- Sustainability-Focused
- Wellness

B. USE OF THE COUNTY LOGO

Use only the official Boulder County logo for all printed and web-based applications. Acquire copies of the logo from the Logos Library (search “logos” on InBC) or through a member of the Public Information Group (PIG) (team list available on InBC, search “PIG”).

The logo is available in several formats: please take care to use the most appropriate type and resolution of logo for your intended purpose. Not all logo formats are available on InBC. If you need a specific logo format or would like help identifying which logo format best meets the needs of your intended use, please contact one of the following responsible parties:

- Your office, department, or division Public Information Group (PIG) liaison

- Print Shop Manager, Poppy Forbes – x3939
- Public Information Officer, Barb Halpin – x1622

The Boulder County logo must never be altered, redrawn, or reproduced from secondary copies. The logo must always be reproduced from authorized electronic files or authorized reproduction-quality originals. The logo must not be rearranged, rotated, animated, etc. (See bottom of section for examples of incorrect uses).

Do not use the county logo - or official paper or envelopes featuring the county logo - for non-county business.

Logo colors – Web or Print

In all printed or web representations, the required colors used for display of the Boulder County logo are black or white (reversed out of a color or acceptable background) or the **official green**:

PMS: 341 | **CMYK:** C=100 M=0 Y=67 K=29 | **RGB:** R=0 G=130 B=101 | **Hex:** 008265

Embroidery and engraving uses of the logo

For non-printed materials such as embroidery or engraving on t-shirts or award figurines, there may be instances where the official logo is difficult to reproduce or use for alternative applications. While this is becoming less and less true due to improvements in technology, in some cases vendors may prefer a less detailed version of the logo. For embroidery purposes (such as clothing apparel), or engraving or decaling of pencils, mugs, awards, etc., it is advised that you check with your vendor to see which version of the logo they would prefer to work with (usually an .eps version will work). Please contact Barb Halpin (x1622) or Poppy Forbes (x3939) for help in these cases.

Logo colors – embroidery or printing on durable goods

When working with vendors of non-printed items, such as clothing, floormats, decals, pens, accessory items, etc., please ask them to use black, white or a green that most closely matches the official green of the county logo. A gray that most closely matches PMS 403 is also an approved embroidery color.

Smallest sizes

Printed materials – the overall width of the logo shall be displayed no less than 5/8 inch on printed materials.

Logo placement

At this time, there are no restrictions on the placement of the logo relative to other words and uses in printed materials, with the exception of the official county letterhead and stationery package. The county letterhead and stationery package is a set style; the placement of the logo should not be altered on any element of the official county stationery package.

Use of icons or customization of the logo

At times, individual programs and projects may want to brand their own individual efforts in conjunction with using the county logo. The use of a customized logo or icon is subject to PIG approval, but in most cases, designs will be approved provided they meet the following criteria:

Department- or Division-Specific Logos

- Individual departments and divisions may personalize the logo by placing the name of their department or division to the right of the logo (for a horizontal orientation) or underneath the logo (for a vertical orientation) in the same color as the logo (i.e., black, green, or inversed to white).
- It is recommended that the word “Department” be dropped from any personalized

logo (i.e., Parks & Open Space vs. Parks & Open Space Department).

- Use one of these sans serif fonts: **Arial bold** or **Myriad Pro semi-bold**.
- The words should be displayed in a reasonable ratio to the size of the logo in order to show balance between the logo and the department or division name.
- Discontinue use of all logos that have been altered prior to the establishment of these guidelines (August 2008).

Program Logos and Themes

- Program icons (i.e. complementary symbols and graphics that highlight a particular program or project) may be developed to highlight an individual program or project.
- The icon should be designed using a pallet of colors that complement with the official county green, and is subject to review and final approval by the Public Information Group.
- A program icon should be accompanied by the county logo, with the county logo occupying a visible, primary location in a brochure or printed document. In all cases, the county logo must be used in its exact form with no alterations or changes.
- It is advised that when using an icon to identify a program, that the generic version of the county logo (i.e., not one that is customized to a county Department/Division) is used to accompany the icon.

INCORRECT USES OF THE BOULDER COUNTY LOGO



Do not alter the elements of the logo.



Do not use the image without the text.



Do not rotate or tilt the logo.



Do not distort or alter the shape of the logo.



Do not add a drop shadow to the logo.



Do not add effects to the logo.



Do not use any colors other than black or PMS 342.



Do not use screens over the logo. Screened logos are only permitted as watermarks.



Do not enclose the logo in another shape.



Do not place the logo on a distracting background pattern.



Do not use the logo as a pattern.



Do not place the logo on a background without sufficient contrast.

C. FONT/PAPER USAGE

Typefaces

Typefaces should match the tone of the message:

- Styles of bold, italics, reverse text, shadow, and all caps are difficult to read and should be used minimally
- Word Art and underlining should not be used

Serif typeface should be used:

- If there are more than 30 words of text (body text)
- If the document is more formal, serious

Sans serif typeface should be used:

- When the font will be large (PowerPoint, poster, flyer)
- If the document is informal, modern, bold
- If there are few words

The county prefers the following font options:

- Times New Roman, Calibri or Arial are preferred fonts (also, Myriad Pro and Minion Pro)
- Use a serif font (Times New Roman, Minion Pro) for large blocks of text.
- Avoid using more than two different fonts in any one publication.

Legibility

When designing your materials, consider the legibility of the document. Typographical factors that affect readability are: character of the typeface, size of type, leading, line length, kerning, paragraphing and the relationship between the color of the text and the background. Optimal speed and ease of reading with perfect comprehension of text is most often obtained by using:

- No more than four fonts (two is preferred)
- Size no smaller than 10 point for serif fonts and 9 point for sans serif
- Leading should be approximately 4 points in addition to the font point size
- Black print on white surfaces

Paper

Follow the county policy II.12 Purchasing Policies and Procedures, Office Supplies and Paper

- Neon, fluorescent, Astrobrite and dark-colored paper: These types of paper shall not be purchased except for public safety uses. Kraft/goldenrod (orange) colored interoffice mailing envelopes shall not be purchased.
- Paper for Copying & Printing: All purchases shall be white or pastel-colored and contain 100% post-consumer recycled content. If an office/department encounters printing or copying problems then, 50% post-consumer content may be used until printing or copying issues have been resolved.
- Other Office Paper Products: (legal pads, notebooks, calendars, file folders, envelopes) shall be purchased with the highest post-consumer recycled content available.
- This policy also applies to outside printing services with the exception of election ballot printing.

Postal Requirements

There are requirements for mailing under the Boulder County name. Please visit the printing and mailing website on InBC or call the mailroom at 303-441-3970.

D. STATIONERY AND LETTERHEAD GUIDELINES

The official Boulder County stationery is, in many cases, the initial contact between the public and Boulder County's identity. For this reason it is mandatory that everyone follow established guidelines for stationery printed by the print shop. No exceptions will be made as to font, graphics, point size, or included information. This policy will be enforced by the print shop.

The print shop will set up and keep artwork on file for your letterhead and envelopes.

The following style for the stationery package is as follows:

- Colors: PMS 341 (green) and PMS 403 (gray)
- Phone and Fax numbers: Numbers will be separated by periods, i.e., 303.441.3500
- Font: Myriad Pro family
- Paper: New Leaf (100% recycled)
- Logo: The official Boulder County logo
- Department Logo: If paired with the standard county logo, a separate department icon or logo may also be used (subject to PIG approval)

Department letterhead will be composed of:

Boulder County logo, horizontal, and vertical lines for design appeal, recycle paper tag line

Top of Page:

- Title of department (21 point Myriad Pro semibold) to appear exactly at 1.5" margin
- Physical address: (9 point Myriad Pro regular) This includes one phone number and one fax number. These elements are separated by bullets.
- Mailing address (9 point Myriad Pro regular) – if applicable
- Web address: [Follow mailing address, www.bouldercounty.org](http://www.bouldercounty.org) (no other web address can be used on letterhead)
- One *generic* email address may be used, as long as it includes the @bouldercounty.org extension, i.e., planner@bouldercounty.org.

Bottom of Page:

- The three County Commissioners' names at the bottom of the page (if the department falls under the Board of County Commissioners).

Division letterhead for administrative and community services

All should include Boulder County logo, horizontal, and vertical lines for design appeal, recycle paper tag line.

Top of Page:

- Boulder County logo, horizontal and vertical lines for design appeal, recycle paper tag line
- Title of division (21 point Myriad Pro semibold)
- Name of department (12 point Myriad Pro italic) to appear exactly at 1.5” margin
- Physical address: (9 point Myriad Pro regular) - This includes one phone number and one fax number. These elements are separated by bullets.
- Mailing address (9 point Myriad Pro regular) – if applicable
- Web address: Follow mailing address, www.bouldercounty.org (no other Web address can be used on letterhead)
- One generic email address may be used, as long as it includes the @bouldercounty.org extension, i.e., planner@bouldercounty.org.

Bottom of Page:

- The three County Commissioners’ names at the bottom of the page (if the department falls under the Board of County Commissioners).

Letterhead for elected officials wanting to use county letterhead

Boulder County logo, horizontal, and vertical lines for design appeal, recycle paper tag line

Top of Page:

- Name of Office (21 point Myriad Pro semi bold),
- Name(s) of officials: (14 point Myriad Pro regular)
- Physical address: (9 point Myriad Pro regular) - This includes one phone number and one fax number. These elements are separated by bullets.
- Mailing address: 9 point Myriad Pro regular
- Web address: Follow mailing address, www.bouldercounty.org (EO/Departments have the option of using a specific Web address provided that it includes the words Boulder County in the URL).


Letterhead envelopes

- Name of Office/Department/Division (10 point Myriad Pro semi bold)
- Either street address or post office box (8.5 point Myriad Pro regular)
- No other information on envelope

E. BUSINESS CARDS

Business cards are ordered online through InBC using the templates provided.

Standard Card Example:

<p>12 pt. type Myriad Pro Semi Bold; 35 characters max.</p>		<p>Your Name <i>Job Title</i> Name of Office or Department</p>	<p>Name: 8.5 pt. type Myriad Pro Semi Bold; 40 characters max.</p>
<p>8 pt. type / 11 pt. leading Myriad Pro Regular; 5 lines max.</p>		<p>First Information Line (could be your building) 1234 Pearl Street · Boulder, CO 80302 Mailing Address: P.O. Box 471 · Boulder, CO 80306 Tel: 303.441.3500 · Cell: 303.579.0773 (or Fax:) Email: aaaaaaa@bouldercounty.org</p>	<p>Title: 7.5 pt. type Myriad Pro Italic 50 characters max.</p>
<p>8 pt. type / 11 pt. leading Myriad Pro Bold; 45 characters max.</p>		<p>www.bouldercounty.org (can be an approved URL)</p>	<p>Use a small bullet between street address and city and phone numbers</p>

ADDITIONAL EXAMPLES


Social Media Card Example:

	<p>Your Name <i>Job Title</i> Name of Office or Department</p>
	<p>First Information Line (can be blank space) Second Information Line (can be blank space) Third Information Line (can be blank space) Facebook.com/BoulderCounty (facebook account) Twitter.com/BoulderCounty (twitter account) BoulderCounty.org (can be an approved URL)</p>

Large Type Card Example:

	<p>Your Name <i>Job Title</i></p>
	<p>Name of Office or Dept. Tel: 303.441.0000 Fax: 303.441.0000 1234 Broadway · Boulder, CO 80301 Email: aaaaaaa@bouldercounty.org www.bouldercounty.org</p>

Division Name Card Example:

	<p>Name (38 characters max) <i>Job Title (40 characters max)</i></p> <p>Department Name</p>
	<p>Division Name (38 characters max) First Address or Info Line (50 characters max) Second Address or Info Line (50 characters max) Tel: 000.000.0000 - Fax or Cell: 000.000.0000 Email: abcde@bouldercounty.org Web address (45 characters max)</p>

F. COPYRIGHT

To comply with copyright laws, give credit to authors as appropriate. Only re-publish content from other sources if one of the following criteria is met:

- Specific written permission to republish from the original content provider (author or publisher) has been obtained. This includes content from other government agencies.
- There is a clear written statement from the author or publisher that accompanies the work stating that it is permissible to republish or redistribute the work.
- The excerpt used is unequivocally permissible under the U.S. Copyright Office doctrine of “Fair Use.” See: www.copyright.gov/fls/fl102.html
- The content is unequivocally in the public domain and free of copyrights.

Photography

For large public events:

- In most cases, it isn’t necessary to get a consent form signed. If the subject matter is controversial, put something in the materials that indicates photos may be taken at the event.
- Always try to judge the comfort level of the audience. If someone expresses their discomfort about being photographed, respect their discomfort and avoid taking photos. Let people know their picture might appear in publications or on the website.

Photographing children:

- When children are present, a photo release must be signed by their parent or guardian if the face of the child will be shown. A signed consent is not necessary, if their face will not be shown.

Photographing small groups:

- Follow the guidelines on the photo consent forms.
- When appropriate, give credit to photographers.

G. BOULDER COUNTY WEBSITE ADDRESS

For printed (hard copy) documents:

- For stand-alone use, www.BoulderCounty.org (capitalize B & C). Use capital letters to differentiate words within the URL if it stands off by itself or if it helps to distinguish the project or program in descriptive URL.

Example: www.BoulderCounty.org

- When used in a sentence that includes an extension to the website address, use www.bouldercounty.org/bocc (all lower case).

Example: *A summary of annual budgets for Boulder County can be found online at www.bouldercounty.org/budget.*

- For email, use name@bouldercounty.org (all lower case) i.e., cjones@bouldercounty.org
- Do not include the http:// before the web address in print communications or in text on the web (however, if you directly link to a page in an electronic document or online, the link itself will need to include the full website address).
- Use the shortest URL possible – direct people to the main site and provide a link off of that site for a specific project, or make sure it shows up at or near the top of the search on a key word. ***A link shortener such as bit.ly may be available for your use. Check with a member of your department’s communication staff.*

Example: More information about vacation rentals in unincorporated Boulder County may be found online at: www.bouldercounty.org/lu. Search “vacation rentals” in the search box at the top righthand of the page.

- If a vanity URL will assist members of the public to locate the needed information more efficiently than directing them to the county homepage, then a vanity URL may be used. Before purchasing a vanity URL staff must present the recommended URL to the PIG for approval. All vanity URLs must begin with the words “Boulder County” (e.g., www.BoulderCountyHealth.org). In addition, vanity URLs should:
 - Be descriptive of the content (URLs get pasted, shared, emailed, written down, and recognized by engines)
 - Use words instead of numbers
 - Use the .org extension. Please consider a different URL if .org is not available. Choose .com or .net only as a last result.
 - Consider purchasing .com and .net, but the primary use should be .org
- Any vanity URL that does not begin with the words “Boulder County” and is currently printed on materials should be replaced with an appropriate URL. A redirect message should be added to intercept the previous URL to let visitors know the new URL.

Example:

This website address has changed. The new address is www.BoulderCountySample.org.

- When the previous URL is no longer printed on materials and it has been 12 months since materials with that URL were distributed, the URL should be cancelled (not renewed).
- If a department or office uses a vanity URL that does not begin with “BoulderCounty” and would like to continue to use the URL, a representative from the department or office must present the reasons for keeping the address to the PIG.

For digital documents and online communications:

Use same guidelines as above, but use hyperlinks when you don’t need a person to actually view the website address; i.e., The latest news and information from Boulder County can be found on the county’s homepage (hyperlinked to www.BoulderCounty.org).

H. STANDARDS FOR PHONE NUMBER, VOICEMAIL, & EMAIL STYLES

Phone number format

- Use dashes between numbers (303-441-3500) on anything that is electronic (i.e., webpages, emails, PDFs, etc.). This was adopted as the best universal method for mobile devices and web searches to recognize phone numbers.

Voicemail

- Include name, position and office, department, or division.
- Refrain from saying “I am away from my desk or on the phone at this time” (people know that).
- Provide information about how the caller can get assistance while you’re away.
- If you’re out of the office for more than a day, change your voicemail to include when you will be back, and how they can get help without you. You may want to start your recording, “This is an out-of-the-office outgoing message for…”
- Record your own greeting (it says a lot (or little) if someone else has to record your greeting for you).

Email Signature Block

Your signature block should include some or all of the following:

1. Your Name
2. Job Title
3. Office/Department/Division
4. Phone Number (use dashes, i.e., 303-441-1111)
5. Email address
6. Website address (optional)
7. Social media sites (Facebook.com/BoulderCounty, @BoulderCounty)
8. Address (mailing and physical)
9. Any logos used (departmental, social, etc.) should be separate from the rest of the signature block information and NOT part of a single graphic. It is important to retain the clickability of phone numbers and URLs.

Style on Email:

- Use accessible fonts and colors
- Consistency - standards in terms of fonts and font colors are important to maintaining a consistent image and meeting accessibility standards.
- No background colors, graphics or images (interferes with accessibility, shows as an attachment in plain text emails)
- Taglines must be consistent with the county’s or a department’s vision/mission statement and must be approved by a Department Head
- **No personal taglines or quotes**, as they may contradict Boulder County vision/mission

Basic email example:

Luis Hernandez | *Marketing & Recruitment Specialist*

BOULDER COUNTY HOUSING & HUMAN SERVICES
Office: 303-441-5555 | Cell: 303-445-5555
lhernandez@bouldercounty.org
www.BoulderCountyHHS.org

Email with social media links:

Paula Keyes | *Communications Specialist*

BOULDER COUNTY PARKS AND OPEN SPACE
Office: 303-678-5555
pkeyes@bouldercounty.org
www.BoulderCountyOpenSpace.org

Twitter @BoulderCountyOS
Facebook.com/BoulderCountyOpenSpace
YouTube.com/user/BoulderCounty

Email with address and multiple phone numbers:

Tim Meyers | *Planner*

BOULDER COUNTY LAND USE
Office: 303-441-5555 | Cell: 303-579-5555 | Fax: 303-441-5555
Mailing Address: P.O. Box 471, Boulder CO 80306
Physical Address: Courthouse Annex, 2045 13th St., Boulder CO 80302
tmeyers@bouldercounty.org | **www.BoulderCounty.org**

Signature block with added department logo:

Luis Hernandez | *Marketing & Recruitment Specialist*

BOULDER COUNTY HOUSING & HUMAN SERVICES
Office: 303-441-5555 | Cell: 303-445-5555
lhernandez@bouldercounty.org
www.BoulderCountyHHS.org



6. Appendices

I. NEWS RELEASE TEMPLATE

FOR IMMEDIATE RELEASE

Month day, year

Media Contact: Name, email, title, phone number

*(This contact should be the contact **for reporters** to call for more information. If there is a different person or phone number you would like to direct the public to, include that information in the press release text.)*

Headline – use active voice; include subject and verb

Subhead if needed, also in active voice

Boulder County, Colo. – Lead. This paragraph should be one to three sentences maximum and should contain Who, What, Where, When, Why, How. And can be broken into bullet form just below this first section. A catchy intro sentence can work well, but be careful not to be too “cutesy” or exaggerated.

Second paragraph. Include any of the five Ws and H that you couldn’t fit into the lead paragraph. Add additional key information about the issue or event and why it is important (RSVP, cost etc.). This is usually most useful when it can be formatted as an indented or bulleted list.

“Quote. Insert a colorful or interesting quote from someone with credibility – the program director, a Commissioner, a participant who has been deeply affected, etc.,” said name, title. “This should be more interesting and personal, or offer an opinion, rather than just data that could be inserted without quotes.”

Background. Provide any history or background that may be helpful to understanding the issue or event. Don’t go overboard; if a reporter wants more detail, he or she can call.

For more information, contact...*list the contact, phone number, email and/or web address that **the public should contact** to find out more.*

-BoulderCounty.org-

II. DEPARTMENT LETTERHEAD



Land Use Department

Courthouse Annex · 2045 13th Street · Boulder, Colorado 80302 · Tel: 303.441.3930 · Fax: 303.441.4856
Mailing Address: Post Office Box 471 · Boulder, Colorado 80306 · www.bouldercounty.org

Printed on 100% Chlorine-Free, Post-Consumer Recycled Paper

Cindy Domenico County Commissioner

Deb Gardner County Commissioner

Elsie Jones County Commissioner

III. DIVISION LETTERHEAD – For departments with individual division units



Area Agency on Aging

A Division of Community Services

Sundquist Building • 3482 N. Broadway • Boulder, Colorado 80304 • Tel: 303.441.3570 • Fax: 303.441.4550

Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.BoulderCountyAging.org

Cindy Domenico *County Commissioner*

Deb Gardner *County Commissioner*

Elise Jones *County Commissioner*



**PUBLIC RELATIONS AND
MEDIA RELEASE FORM**

I hereby give my permission and consent for Boulder County to use all photographs, digital media (including videotaping) and any written or verbal interviews of me, and/or a minor for which I am a guardian, obtained on _____ (date) for the following purposes:

- a) Publication on Boulder County Government’s intranet or extranet websites and/or social media outlets;
- b) Use in videos or digital media produced by or for the benefit of Boulder County Government;
- c) Publication and other displays for the purpose of illustrating, promoting, and/or advertising Boulder County Government programs and services.

I understand that no monetary consideration shall be paid for use of my images or comments.

While performing my work, I may also be photographed or interviewed by representatives of newspaper or television media. I release Boulder County from any claims or damages that may arise from such media exposure.

Print Name(s)

Signature (Required): (If under 18 years of age, parental/guardian signature is required.)

This release is for a minor under the age of 18

FOR INTERNAL USE ONLY (include notes/description of photo/event/project):

Heil Valley Ranch 2

Small Area Plan



**Parks &
Open Space**

**Boulder County Parks & Open Space
Heil Valley Ranch 2 Small Area Plan**

May 31, 2016

The Heil Valley Ranch 2 Small Area Plan provides guidance to Boulder County Parks & Open Space on management goals at Heil Valley Ranch 2 Open Space.

A public open house was held in April 2015 at the BCPOS building. Public comments on this draft management plan were accepted from February 3 – March 3, 2016. All public comments were analyzed and any necessary revisions to the draft plan were made. The draft plan was presented to the Parks & Open Space Advisory Committee on February 25, 2013, beginning at 6:30 p.m. After receiving additional public comment (from April 11-21), the plan was presented to the Boulder County Board of County Commissioners on April 28, 2016. The commissioners asked for revisions. Completed revisions were presented to the Parks & Open Space Advisory Committee on May 26, 2016 at 6:30 p.m. and to the County Commissioners on May 31, 2016 at 3:30 p.m.

For questions about this document or to provide comments, write Jesse Rounds, Resource Planner, Boulder County Parks & Open Space, 5201 St. Vrain Road, Longmont, CO 80503; call 303-678-6271; or e-mail: jrounds@bouldercouny.org.

Parks & Open Space Department • Boulder County

ADOPTED:



Elise Jones

Chair, Board of County Commissioners

5/31/16

Date

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Introduction

Heil Valley Ranch 2 (“Heil 2”) is a 210 acre property of grasslands and small timber stands, nestled between two steep hogbacks north of Lefthand Creek. From 1949 into the 21st Century, the property was part of the large ranch owned by the Heil family. In 1996 Boulder County purchased 1,214 acres from the family to create Heil Valley Ranch Open Space. What is now Heil 2 remained the center of the family’s ranching operation until it was purchased by the county in 2012. By 2014, the last ranch activities ceased on the property and the county began to gather baseline information that informs this Small Area Plan.

This Heil 2 Small Area Plan provides the residents of Boulder County with a guide to the various resources on the property. It describes the management goals set forth by Boulder County Parks and Open Space (BCPOS) and explains how specific management tasks will reach those goals. The plan describes the long-term vision for how the property will be managed. The department’s land management activities will be guided by this plan, the Boulder County Comprehensive Plan, BCPOS resource policies, and the BCPOS rules and regulations.

Purpose and Need

Boulder County Parks and Open Space seeks to manage county-owned property in a conscientious and comprehensive manner. This small area plan provides both the management direction for the property and the justification for that management direction. This more focused planning document will provide the details necessary to understand the management of this parcel of land.

The Boulder County Comprehensive Plan requires BCPOS to develop management plans for open space properties. These plans must be reviewed by the public and approved by the county commissioners, thereby ensuring that a property’s management reflects and responds to community interests and concerns. BCPOS develops management plans by bringing together an interdisciplinary team staff team to develop management guidance that is developed with public input, reviewed by the Parks and Open Space Advisory Committee (POSAC), and approved by the Boulder County Board of County Commissioners (BOCC). This small area plan has been written to allow this property to be included in the North Foothills Open Space Management Plan when that plan is revised.

Boulder County Parks and Open Space chose to develop this Small Area Plan as a result of the confluence of a number of events. This property would normally be considered part of Heil Valley Ranch and would be covered under the North Foothills Open Space Management Plan. However, the development of regional trail connections, flood damage, and trailhead crowding make opening and providing access through this property a priority for Boulder County. This plan will focus on the main purposes for the management and development of this property and attempt to reduce the amount of background information in the main document. The data used to support decisions will be available online and through appendices.

The landscape of the mountain front just west of the plains in Boulder County makes community connections possible. Long, narrow north-south oriented valleys link the City of Boulder with the Town of Lyons. The Boulder County Comprehensive Plan encourages these trail connections and with the City

of Boulder's interest in connecting to Heil Valley Ranch, BCPOS saw an opportunity to conscientiously plan a link between Lefthand Canyon Drive and Heil Valley Ranch through the Heil 2 property.

While the geography of the valleys in the foothills make connections possible, these areas are also important links to our historic and pre-historic past. BCPOS is responsible for the protection of cultural resources on Open Space properties in perpetuity. Public access on the property could impact these resources and a public planning process allows for the careful consideration of how to both protect and interpret these cultural resources to enrich the open space experience.

The foothills also comprise a zone that links the ecosystems of plains to the east with the mountains to the west. These transitional areas are both vital to adjacent ecosystems and often play host to unusual or vital communities. BCPOS must consider the impact of additional use for recreation and/or education on these ecosystems and communities of plants and wildlife.

The Small Area Plan will address these needs through considered management practices. The Heil 2 Small Area Plan provides both a management direction and an outline of the specific management tasks that will be carried out by Parks and Open Space throughout the life of the plan. These specific tasks are laid out in a table at the end of the Small Area Plan. While not all of these tasks can be tied to a specific project, many will appear on the Capital Improvement Plan (CIP) or in the Operation and Maintenance (O&M) budget. The CIP and O&M budget are the source of the work plans for the various divisions of Parks and Open Space each year. These plans help management and staff define yearly goals and should help the public understand the priorities of Parks and Open Space from year-to-year.

Management Goals

To establish a management direction for a property, BCPOS generally develops a set of. These are the overarching principles to which management decisions should be measured. Heil 2 Small will be managed as part of North Foothills Open Space and thus would fall under the management plan for those properties. Therefore, the existing management goals from the NFOS plan form the guidance for the Heil 2 Small Area Plan.

The Management Goals established for the North Foothills Open Space Management Plan were adopted by the Board of County Commissioners in April 1996:

1. Protect the scenic quality and undeveloped nature of the properties.
2. Protect the ecosystem functions of the properties relative to their values within the North St. Vrain and South St. Vrain/Foothills Environmental Conservation Areas.
3. Protect and properly manage significant plant and animal communities, and rare plants and animals.
4. Preserve the cultural, historical, geological and archaeological integrity of the area.
5. Manage for ecosystem integrity by encouraging and planning for naturally occurring process so they will remain vital components of the ecosystem.

6. Manage vegetative communities by maintaining and encouraging desirable native species, restoring degraded areas, and controlling undesirable exotic species.
7. Protect wildlife habitat by maintaining natural food, cover, nesting sites, resting areas and habitat effectiveness.
8. Provide passive outdoor recreation opportunities which do not adversely impact sensitive resources.
9. Provide opportunities for environmental and cultural interpretation to the public.
10. Provide a good neighbor policy to adjacent neighbors.

Planning Context

In order to implement the management goals effectively, it is important to establish the context within which Heil 2 exists. The property's location, existing infrastructure, and the proposals for use all influence how a property is managed. The following section should provide an overview of that context.

Location

Heil 2 is located in north central Boulder County (Figure 1) where Geer Canyon Creek flows into Left Hand Creek. The property is west of US Highway 36 and north of Left Hand Canyon Drive. Geer Canyon Drive follows Geer Canyon Creek along the north-south axis of the property. The property is bordered on the west and north by Heil Valley Ranch Open Space and to the east and south by private property.

Located between the Dakota Hogback on the east and the mountain front on the west (Figure 2), the property is located in the transition zone between the plains and the mountains of Colorado. These transition zones often contain species that are common in one of the larger ecological regions but would be rare or absent in the adjacent region. These ecotones also provide habitat for species that would be uncommon in both adjacent regions. Boulder County Parks and Open Space recognizes the vital importance of protecting these areas of transition.

September 2013 Flood Event

During a 48-hour period on September 12 and 13, 2013 a significant amount of rain fell in Boulder County. This event had various impacts across the county depending on the watershed and the location. Some creeks saw extremely high flows consistent with 100-year flood events. Most others saw flows consistent with a 50 to 25-year event. The impacts were felt across the county and damages on County Open Space alone are estimated to have been more than \$50 million.

Geer Canyon Creek which flows through the center of Heil 2 was significantly impacted by the heavy rain fall. The volume of water was extremely high for a small creek and as waters flowed south through the property floodwaters impacted Geer Canyon Drive, scouring the creek to bed rock and removing most riparian vegetation, destroying ditch infrastructure, and heavily damaging a small residence in the southeast corner of the property.

Visitor Surveys

Boulder County Parks and Open Space performs a system-wide visitor study every five years (<http://www.bouldercounty.org/os/culture/posresearch/visitor-study-2015.pdf>). These studies are intended to help managers understand how visitors are using the parks throughout the system. Since Heil 2 is not yet open, it was not included in the 2015 Visitor Study. However, the findings from Heil Valley Ranch provide a helpful example of visitor attitudes and usage trends in the area.

Visitor Activity

Primary Activity	2015	2010	2005	2000
Bike	50%	53%	60%	--
Hike	35%	29%	25%	64%
Run	9%	15%	7%	2%
Picnic	-	1%	1%	25%
Other	6%	2%	7%	--

During the surveys the information was gathered by volunteers and staff over both weekends and weekdays at times throughout each day. At Heil 160 users were surveyed in 2015. In 2015, Heil Valley Ranch had the highest percentage of users (35%) to indicate a desire for more trails. Heil Valley Ranch also had amongst the highest percentage of respondents reporting feeling at least, “somewhat crowded” (25%).

In 2006, BCPOS proposed permanently closed Heil Valley Ranch to dogs. This permanent closure followed a temporary closure and study period. The purpose of the closure is to protect wildlife on the property. The impact of the closure was studied and public opinion surveys at the time supported making the prohibition permanent. Surveys carried out in 2004 found that 63% of users at Heil Valley Ranch supported the closure while 44% supported it at Rabbit Mountain a nearby open space open to dogs. In 2005, the visitor use survey found that only 39% of dog owners visiting Heil Valley Ranch wanted to lift the provision.

Planning Guidance

The Heil 2 Small Area Plan is the culminating plan for land management on this specific property. The foundational document for open space planning in Boulder County is the Boulder County Comprehensive Plan. The Department’s subject area policies guide management plan development with respect to specific resources on the property. When taken together they can create the boundaries or “sideboards” of what the plan can and should propose for management of the property.

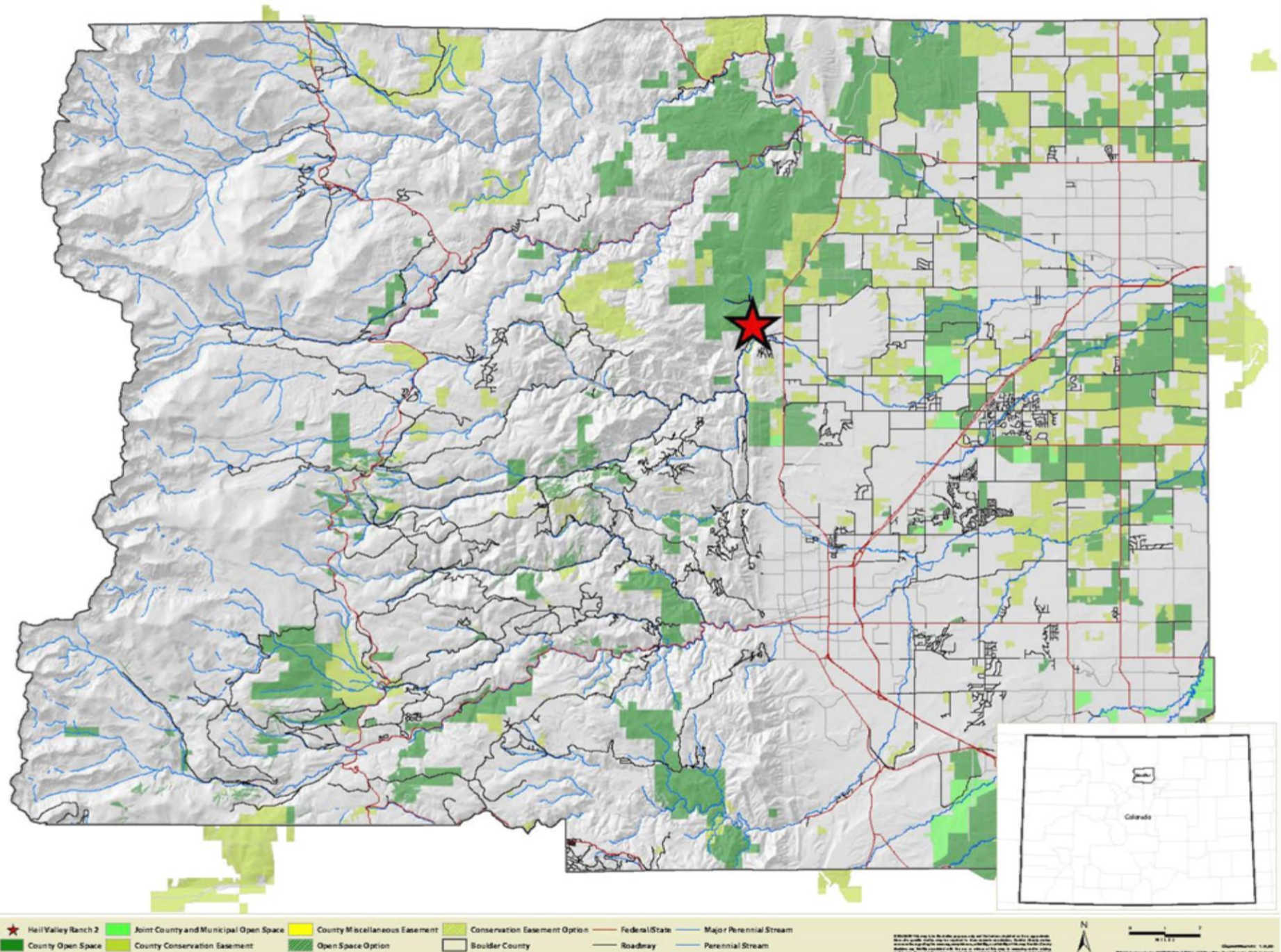


Figure 1: County Context

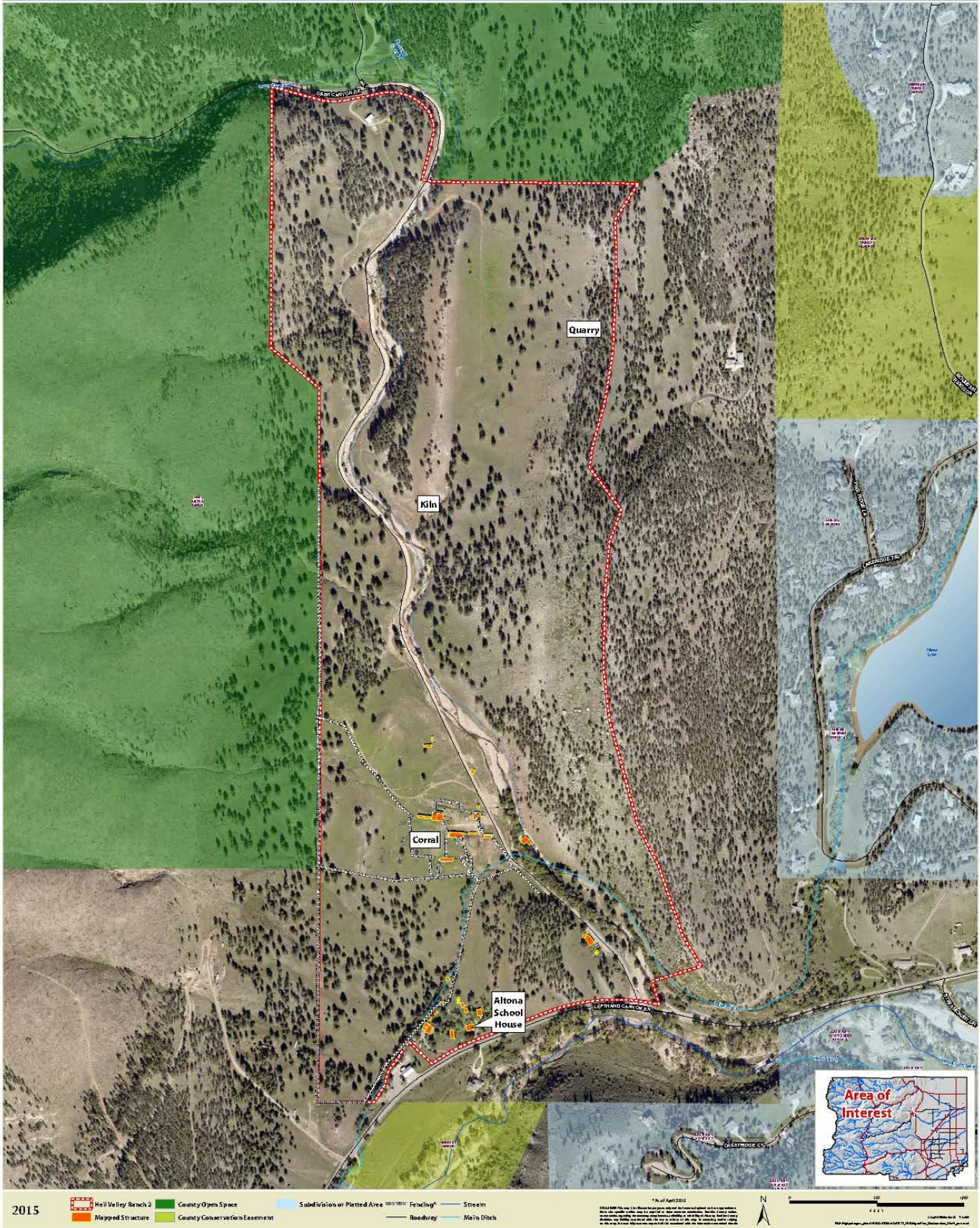


Figure 2: Property Overview

The Open Space Element of the Comprehensive Plan provides the goals and policies that guide the work of BCPOS. OS 8.03 states:

In developing management plans for open space areas, Parks and Open Space staff shall solicit public participation of interested individuals, community organizations, adjacent landowners and the Parks and Open Space Advisory Committee. Plans shall be reviewed by the Parks and Open Space Advisory Committee, including public comment, and recommended for adoption after public hearing by the Board of County Commissioners.

The Open Space Element provides additional guidance on a variety of subjects vital to the definition the management direction for Heil 2. These policies impact the core mission of Parks and Open Space and provide the grounding for decisions (<http://www.bouldercounty.org/doc/landuse/bococomplan.pdf>).

In an effort to clarify some of the overarching principles of open space management, BCPOS staff created a series of resource policies reviewed by POSAC and approved by the Board of County Commissioners. There are four approved resource policies (Forestry, Conservation Easement, Water, and Cropland) and the department anticipates developing an additional four policies (Cultural Resources, Grassland and Shrubland, Visitor Use, and Wildlife). These policies are developed through a public process and help the department by defining major themes of management. While this plan is not able to take advantage of the next round of policies, staff members that will be involved in their development were able to assess resources and propose opposes that apply to Heil 2 and that will likely become components of those documents.

On April 7, 2015 Boulder County Parks and Open Space hosted an open house for public comment on the development of a Small Area Plan for Heil 2. The comments provided are catalogued in Appendix A. Comments received at the meeting and in the subsequent 30-day comment period were distributed to the project team for review. The major themes of the comments included a desire for a diversity of user experiences, multiple bike trails, separation of uses, additional parking, and respect for the ecological importance of the property.

In July, the Parks and Open Space Advisory Committee (POSAC) and the public were invited to tour the property and see some of the opportunities and constraints. The site visit allowed the public and POSAC to hear directly from staff about on-going planning questions and to offer their own perspectives.

These efforts at public outreach tie together the research and data gathered by staff with the perceptive ideas of the public to help our staff develop a coherent management strategy for Heil 2. When combined with our rules and regulations and the guidance of the Comprehensive Plan and BCPOS Resource Policies, we are able to create a management direction.

Management Objectives

The Heil 2 Small Area Plan revolves around three objectives that were identified in the purpose and need section earlier in the plan and then reinforced by the Management Goals. These objectives address off-road access and recreation needs, the protection and conservation of plants and wildlife, and the

conservation and interpretation of cultural resources. These three objectives form the backbone of this plan. In the following section, the objectives are described, resources are identified, and the management direction is described.

Off-road Access & Recreation

The Boulder County Comprehensive Plan encourages the creation of off-road connections between communities. The County Trails Map of the BCCP identifies a Conceptual Trail Corridor through Heil 2 along Geer Canyon, from Lefthand Canyon up through Heil Valley Ranch where existing trails connect north to Lyons. At the same time, the City of Boulder has developed trails that reach from the City of Boulder to Olde Stage Road near the intersection with Left Hand Canyon Drive. An off-road trail at Heil 2 would provide over another mile of trail to bring the Lyons-to-Boulder connection closer to reality.

Geer Canyon Drive provides access to Heil Valley Ranch. However, an off-road trail provides a safer, more enjoyable and appropriate connection from Lefthand Canyon Drive to Heil Valley Ranch for cyclists and pedestrian traffic. Developing trails and facilities requires an understanding of our user community and of the natural and cultural resources on the property. Once planned, trail and facility construction will move forward with oversight from natural and cultural resource staff.

Trails

The facilities map shows the conceptual location for trails to be developed on Heil 2 (Figure 3). These trails are designed to capitalize on the location of Heil 2 while working within the very narrow topography of the property. Both east and west side trails will briefly enter the Heil Valley Ranch property for connectivity, sustainability, and user safety.

1. West Side

The trails on the west side of the property are designed to provide a multi-use connection between Lefthand Canyon Drive and the existing trails on Heil Valley Ranch. The trail will cross the Lake Ditch before separating to create a “beginner’s loop between the Lake Ditch and the proposed Heil 2 trailhead. North of the trailhead the trail will split to create a single-direction loop trail. The loop will be field-located by staff and will be designed to minimize crowding, trail impacts, and impacts to wildlife and vegetation.

2. East Side

The trail on the east side of the property is intended to connect the Corral Area with the Heil Valley Ranch trailhead. The trail will be open to pedestrians and equestrians only. The trail will use a “low water crossing” structure to cross Geer Canyon Creek without a bridge structure. The trail will provide opportunities to view historic sites as well as the two rare plant alliances located in the northern part of the property. A short spur trail to the Grindstone Quarry will allow pedestrians a closer look and, with signage, an interpretation of the unique site. There will be a pedestrian/equestrian only spur trail that will link the east and west side trails at the north end of Heil 2 utilizing an improved culvert crossing (to be constructed by Boulder County Transportation to connect Geer Canyon Drive with an existing access road).

Trailheads

At Heil 2, trailheads provide access to trails, cultural resources, and educational opportunities. Trailheads are located near adjacent roads where people will use them, and where they will have minimal impact on the important natural and cultural resources on a property. The proposed trailheads at Heil 2 are intended to add overall vehicle parking capacity and to enhance equestrian access to the North Foothills Open Space and provide direct access to the recreational opportunities within the Heil 2 property itself. Heil 2 trailhead improvements are listed and described below:

1. Develop Trailhead at Corral Area

Parks and Open Space will design and construct a trailhead adjacent to the existing corral area (Figure 3). The trailhead will include four horse-trailer parking spots and 20 passenger vehicle spots. The trailhead will be designed in the same fashion as the other Heil Valley Ranch trailheads and will include a restroom. The development of this trailhead will allow BCPOS to remove equestrian spaces from the Heil Valley Ranch trailhead, which will provide the opportunity to expand the number of passenger vehicle spaces at the Heil Valley Ranch Trailhead.

The corral trailhead serves multiple purposes which should help reduce conflict as well as expand access. The goal of this trailhead is to provide hikers access to the corral area, Altona Schoolhouse, and trails on Heil 2 along with equestrian parking, which means less parking conflict at the Heil Valley Ranch Trailhead. It will also be expandable, though any expansion will require consultation with neighbors and with the county Department of Transportation. The inclusion of additional parking will be accompanied by signing of Geer Canyon Drive for no parking on shoulders. This trailhead will improve visitor safety and reduce parking conflict on busy days.

2. Parking at Altona School

The Altona Schoolhouse is currently undergoing restoration and its future interpretation will involve the cooperation of multiple BCPOS divisions. Once the restoration is complete, the schoolhouse will provide an opportunity for the public to see a piece of Boulder County's early education history. The building will also be open to school groups to experience programs inside the schoolhouse. To accommodate future programming at the schoolhouse, the Recreation and Facilities Division will improve the existing driveway encircling the schoolhouse to allow groups to safely park there for the day separated from the public right-of-way. In order to accommodate the desire of members of the public to visit the site at other un-programmed times, Parks and Open Space will work with Boulder County Transportation to develop a small pull-off parking area along Left Hand Canyon Drive. The parking area will provide for two (2) short term parking spaces and will be signed to prohibit parking except for the purpose of visiting the schoolhouse. A design for the parking area will be created in concert with Boulder County Transportation.

3. Administration/Special Event Parking

At the north end of the Heil 2 property is the Dude Ranch Barn that was used by the previous owners. The Heil Family altered the original small garage building to serve as a food preparation and serving area for the dude ranch visitors. The building has suffered from long-term deferred maintenance and would require major repairs in order to be effectively used for BCPOS activities. At the same time, due to its close proximity to the existing Heil Valley Ranch trailhead, this area has been used for parking for participants in BCPOS-led projects on Heil Ranch as a way to reduce impacts to parking capacity at the main visitor lot. Staff feels this “program parking” is the most appropriate use for this site, helps minimize parking issues, and provides a contained parking area that helps organize groups of visitors participating in employee-led projects and programs.

To accommodate this change, the building will be deconstructed and the area will be graded to permit parking spots on a road base driveway. The parking area will be accessed via an existing access road from Geer Canyon Drive, which will be gated and locked to control use where existing developed areas are reverted to natural areas, staff will reestablish native plant.

Protect and maintain existing natural resources

Heil 2 is located in an ecologically important Foothills Ecotone a transition between major ecosystems. Plants and wildlife uncommon in both neighboring ecosystems as well as in either ecosystem come here. In addition, the location of this property between two hogbacks with an intermittent stream flowing through the property, adds to the ecological complexity and high diversity of plants and wildlife.

Plant Ecology

Vegetation at Heil 2 has been strongly influenced by human activity, whether from the history of settlement and ranching or the practice of suppressing the natural disturbance regime of fire. The process of human settlement brought in non-native pasture grasses and forbs and displaced native prairie grasses and forbs. These human activities contributed to the distribution of aggressive invasive weeds and other non-native species that will continue to impact this area for many years.

Although influenced by human occupation and use, the vegetation present at Heil 2 is representative of a Rocky Mountain Lower Montane-Foothill Shrubland Ecosystem (Figure 4). This ecosystem is dominated by shrub communities where poor or shallow soils limit tree growth and grass-dominated meadows where deeper soils are found. These communities are adapted to fire. Native Mountain mahogany (*Cercocarpus montanus*), and three leaf sumac (*Rhus trilobata*) are the dominant shrubs with native mixed grasses and forbs in the understory. These native plants have numerous threats, one of which is competition from the high incidence of non-native grasses such as cheatgrass, dominate meadows, reducing diversity and impacting ecosystems.

The Colorado Natural Heritage Program completed an inventory of Boulder County and determined that these Foothill Shrublands have a very limited distribution. These foothill shrublands have been found to have high levels of plant diversity and are important ecological systems for wildlife. CNHP suggested protection and careful management of these areas because of the quality, rarity and threat posed to these systems.

Heil Valley Ranch 2 Management Plan: Vegetation Alliances

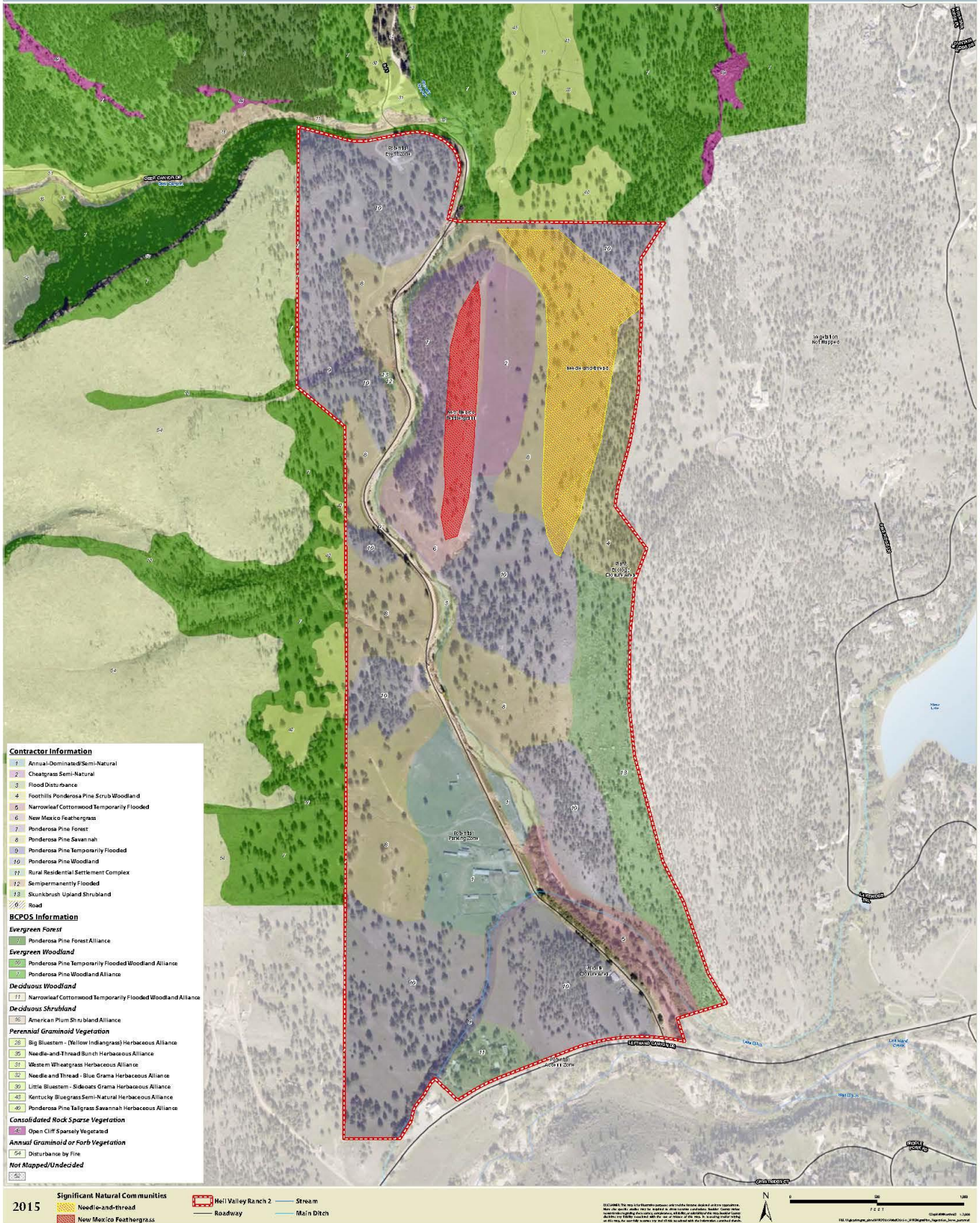


Figure 4: Vegetation

Vegetation Community	Size in Acres	Location
Ponderosa Pine Woodland Alliance	59.7	Throughout property
Ponderosa Pine Tallgrass Savannah Herbaceous Alliance	63.2	West, central, and northeast portions of the property
New Mexico Feathergrass Herbaceous Alliance	8.1	North-central portion of the property
Ponderosa Pine Temporarily Flooded Woodland Alliance	3.6	Along Lake Ditch and small drainage in northwest portion of property
Ponderosa Pine Forest Alliance	7.6	North-central portion of property on east side of Geer Canyon Drive
Narrowleaf Cottonwood Temporarily Flooded Woodland Alliance	5.6	Along southern one-quarter of Geer Canyon Creek
Foothills Ponderosa Pine Scrub Woodland Alliance	8.4	On backside of first hogback in northeast portion of property
Skunkbrush Upland Shrubland Alliance	16.6	On backside of southern two-thirds of first hogback along east property line
Flood Disturbance, Temporarily Flooded	4.6	Along northern three-quarters of Geer Canyon Creek
Annual-Dominated Upland Disturbance Alliance/Semi-natural Herbaceous Alliance	11.9	Around site of old ranch buildings
Rural Residential Settlement Complex	3.2	Around two houses and other buildings north of Lefthand Canyon Drive
Cheatgrass Semi-Natural Herbaceous Alliance	7.2	Small valley in north-central portion of property
Semipermanently Flooded Herbaceous Alliance	0.2	Around Frog Pond in northwest portion of property

Table 1. Vegetation Communities present at Heil 2

Two significant natural communities found on Heil 2 during the Biological Resource Evaluation in 2014 (Appendix B), which occur in sandstones and limestones associated with hogbacks are:

1. New Mexico Feathergrass (*Hesperostipa neomexicana*) Herbaceous Vegetation Community is globally vulnerable and rare within the state.

2. Needle-and-Thread (*Hesperostipa comata*) Colorado Front Range Herbaceous Vegetation Community is globally critically imperiled and state critically imperiled (This community is part of the Ponderosa Pine Tallgrass Savannah Alliance).

. The communities present should be protected for the long-term, rare communities should be sustained and where possible expanded, and threats to native communities should be aggressively managed.

Alliance Management

The New Mexico feathergrass alliance (*Hesperostipa neomexicana*) seems to be directly associated with and dependent upon the geologic substrate underlying the alliance The Needle and thread alliance (*Hesperostipa comata*) may respond positively to management.

The first step will be to accurately survey and delineate the two alliances on the ground. At that point, plant ecology staff will protect these alliances as trail development occurs by having the routes avoid or minimize their impacts. Once the trail is built plant ecology staff will work with Education and Outreach and Agricultural Resources staff. In the first case, to interpret these rare plant alliances and in the second to manage grazing, if it becomes possible, to protect these plant alliances. Protection can be further advanced by encouraging visitors to stay on trails to reduce weed spread.

Geer Canyon Creek Restoration

Geer Canyon riparian vegetation was severely damaged by the 2013 flood event. At the point where the creek enters Heil 2, flood waters severely damaged Geer Canyon Drive and destroyed the riparian habitat by washing away much of the soil and plant communities that stabilized the creek. Along with Heil Valley Ranch, the purchase of Heil 2 placed the entirety of the damaged creek within Boulder County Parks and Open Space management. This single ownership will allow stream restoration to be carried out comprehensively. Parks and Open Space will work with the Department of Transportation, the Left Hand Watershed Oversight Group, and the Comprehensive Creek Recovery Program to develop, design, and secure funding where possible for a creek recovery program. This process can be slow, but with the flood recovery knowledge gained in recent years, the help of our volunteer community, and the expertise of our staff, and the resiliency of natural systems restoration is possible. As of December 2015, it is anticipated that Transportation will be repairing Geer Canyon Drive in 2016. Funding is in place to prepare preliminary creek restoration plans in 2016 as well.

Forestry

Heil 2 has 123 acres of tree-dominated alliances. Most of these are on steep slopes or in areas that were not desirable for grazing livestock. The forest stands to the west of Heil 2 were severely damaged by the 2004 Overland Fire. Forest stands are generally in a stable state and need for management limited.

While the Forestry Workgroup feels that the forests on Heil 2 are in a “stable state” management will continue on a small scale. Some of the first forestry activities at Heil 2 will include some infrastructure work such as working with Transportation to restore a culvert and crossing of Geer Creek to allow easy vehicular access to the east side of Heil 2 and Heil Valley Ranch. This will allow for management of the southeastern corner of Heil Valley Ranch. The management in this area will consist of thinning the tree

stands. With thinning adjacent to the “stable” stands on Heil 2, pressure to manage the Heil 2 stands will not be as great.

Forests in this area of Colorado are generally understood to exist within a cycle of disturbance. Natural disturbances include pests, fire, wind, and other forces that impact the number and density of trees in an area. Boulder County attempts to manage in a way that mimics this disturbance pattern or regime. Man-made disturbance regimes can include thinning, prescribed fire, and small clearing operations. Heil 2 management will focus on these practices and depend on regular analysis by the Forestry workgroup.

Weeds

Weeds are a significant problem throughout the Front Range of Colorado and Heil 2 is no exception (Figure 5). In order to promote the protection and continuity of native ecosystems, Boulder County seeks to aggressively manage weeds on Boulder County property. Boulder County Parks and Open Space uses the County Weed Management Plan to provide the general outlines of how weeds are managed across the county. Heil 2 has a number of heavily impacted areas that will be a focus of management efforts including the development of a property-specific plan.

Colorado classifies the most problematic weeds. By law, occurrences of ‘List A’ species must be eradicated. The state encourages the management of List B and C species and, in some parts of the state, these may be identified by counties as being of particular concern and while there is no legal requirement to treat them, Boulder County Parks and Open Space targets selected species and strives to reduce the occurrence and prevalence of weeds throughout its properties.

At Heil 2 the most serious weed occurrences occur in the corral area, the northeastern pasture, and the southwestern pasture. The most common weeds in these areas include List B species such as Diffuse knapweed (*Centaurea diffusa*), Mullein (*Verbascum var.*), various species of Thistle, and cheat grass (List C). List A species have not been regularly seen on the property. However, a Myrtle spurge (*Euphorbia myrsinites*) infestation was treated this year and Mediterranean sage (*Salvia aethiopsis*) is being treated on Heil Valley Ranch and may be at the north end of the Heil 2 property.

Since the property was purchased in 2012, BCPOS Weed Management staff have been working to identify ways to address these infestations. This work is on-going and involves both identification and eradication efforts. Weeds can thrive on disturbance and many may have received a big boost in the areas damaged by flood.

Figure 5 shows the distribution of noxious weeds mapped on the property and their removal priority. List A weed species will be eradicated as required by state law. Weed species will be mapped and Weeds Management Staff will work with Plant Ecology staff and Agricultural Resources staff to use Integrated Pest Management (IPM) strategies to address problem areas. Strategies might include hand removal, mechanical removal, pesticides, grazing, and prescribed fire.

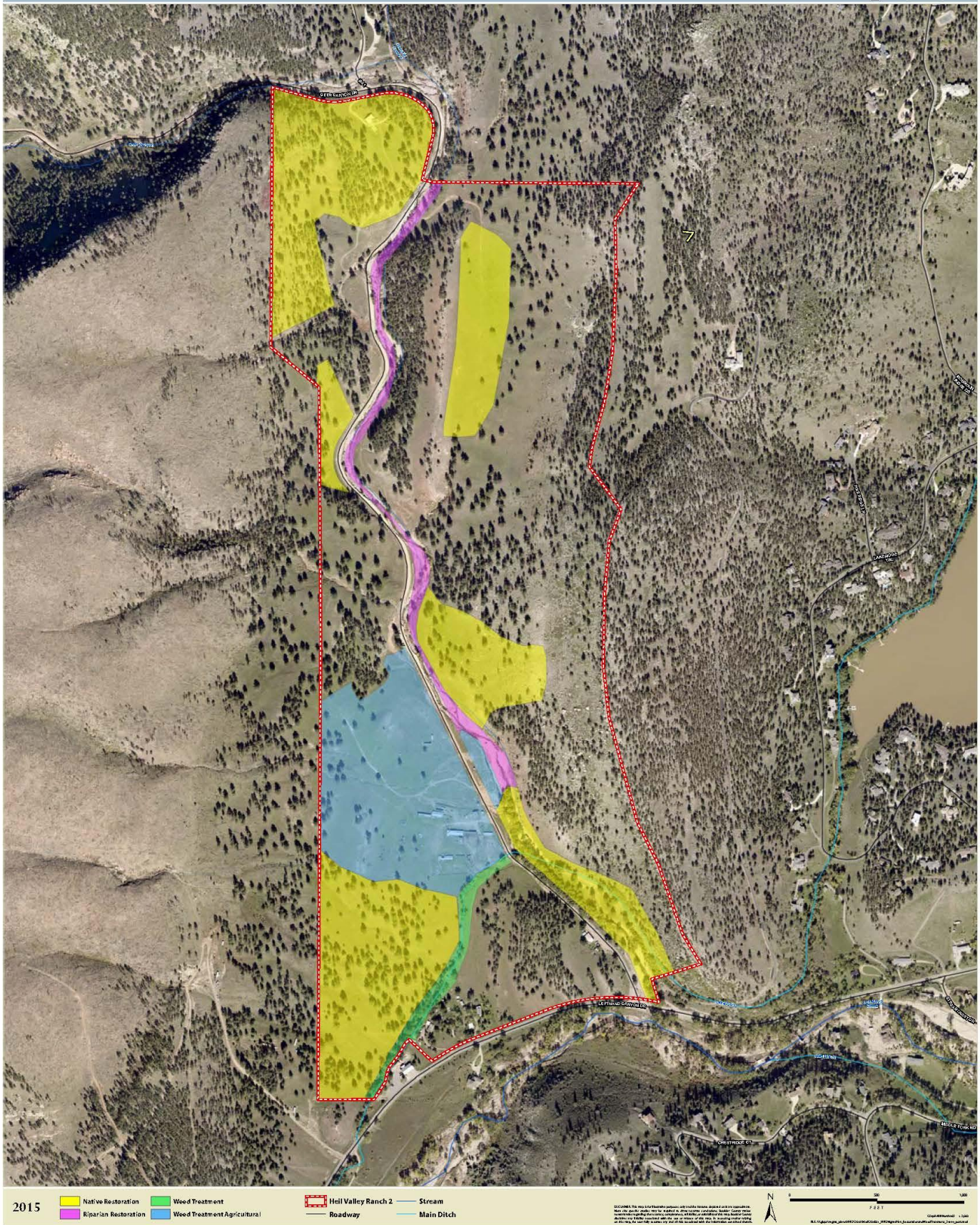


Figure 5: Weeds and Weed Management

Wildlife

Using records and data for Heil Valley Ranch, BCPOS staff can predict the wildlife that likely reside in or use Heil 2 based on the ecosystems present. In addition, it is possible to identify the areas most valuable to those wildlife species. With this information we can develop management strategies that will reduce negative impacts to wildlife using the property or improve habitat where necessary to benefit wildlife.

Given the habitat on Heil 2, staff estimates that species diversity on the property tops 71 mammals, 167 birds, and 15 amphibians and reptiles (Appendix B).

Figure 6 shows the important corridors and sites for wildlife. These areas are of particular importance and may inform management decisions and are described in more detail below.

1. American elk use the property as winter range, but also as one of a few movement corridors between important habitat areas on either side of Heil 2 (Hoerath 2007). They also use the property as part of their winter range.
2. Several bat species of special concern use the property. Upper Geer Canyon, located northwest of the property, has high bat use and maternity roosts for several bat species of special concern. Species located in Geer Canyon include fringed myotis, big brown bat, western small-footed myotis, and silver-haired bat. A maternity colony is present in Geer Canyon for fringed myotis. Mist-netting on Heil Valley Ranch 2 found fringed myotis and big brown bat. The mist netting was conducted near Frog Pond (Adams 2003). Fringed myotis is a "clutter specialist," favoring denser forests for feeding. Water sources are one of the most important ecological limiting factors for bats (Adams 2003). Further studies may find different bat species using the cliff faces in the southeast of Heil 2.
3. A wildlife movement corridor is present along the southern boundary of the property adjacent to Lefthand Canyon Drive. This includes a highway crossing that links Heil Valley Ranch 2 to lands to the south and Lefthand Creek. Animals documented using this route include bobcat, mule deer, and wild turkey.
4. One of the most likely small-mammal species of special concern to be present on the property is northern rock mouse. It would most likely be found in the exposed rock ledges and shrublands on the backside of the first hogback.
5. The woodlands, shrublands, and rock outcrops of the backside of the first hogback compromise significant avian habitat. Three Boulder County Species of Special Concern were located in this area, including multiple Virginia's warblers and rock wrens, and a lazuli bunting. This is also the most likely habitat for western scrub-jays and bushtits, also species of concern.
6. Heil Valley Ranch 2 is the eastern buffer to the Overland Burn area, located west of the property on the second hogback. Lewis's woodpeckers and red-headed woodpeckers have been documented nesting in the burn area. Rock wrens are also present. Burn areas are unique

habitats, providing an abundance of standing dead trees for primary and secondary cavity nesters during the several decades the trees remain standing.

7. Western chorus frogs and tiger salamanders have been present in Frog Pond, while western chorus frogs have also been observed along Geer Canyon Creek.

Wildlife access and movement within and through Heil 2 should be protected by limiting impacts to identified sites and corridors (Figure 6). By limiting crossings of trail

The wildlife biology work-group will work with the other work-groups at Heil 2 in order to maintain these important areas. Much of the work will consist of monitoring and collaboration between BCPOS staff and dedicated volunteers. Boulder County Parks and Open Space works with the state wildlife management agency, Colorado Parks and Wildlife, for management of individual animals. One of the primary roles of BCPOS is to manage lands to allow wildlife species to flourish in their native habitats. On Heil 2, wildlife staff will work with seasonal staff and volunteers to monitor both populations and corridors

Agricultural Resources

Agriculture was the principal activity at Heil Valley Ranch for decades. agriculture can still play a role at Heil 2 as a land management tool. The manner in which the Heil family ran their cattle operation on the property had an impact on many of the plant communities. With specific types of grazing management, livestock could return to have a positive impact on managing weed species on the property and on maintaining the open shrubland ecosystem that dominates the property.

The Agricultural Resources team will work closely with Resource Management to identify opportunities for grazing where and where possible. Grazing livestock can be used to reduce weed pressures and to maintain open areas on the property. Using temporary fencing on existing fence posts, livestock can graze small areas for short periods of time. This practice can avoid impacts to visitor use and augment forest and grassland management employed by the Resource Management group.

Fencing is a remnant of the property's ranching heritage. There are both boundary and interior fence systems of varying ages and in varying states of repair. Some fencing, such as the boundary fencing and wood fencing around the corrals will remain in place for the long term. Fences delineate the boundary and provide infrastructure to properly manage the property and protect our neighbors from public trespass. Fencing around the corral is an important part of the historic context of this area and helps interpret the site for visitors.

Fencing can have a negative impact on wildlife and it can be a safety hazard for visitors. Staff will remove fencing that is not part of the corral area. Outside the corral area fence strands will be removed, but fence posts will remain. In some small areas, southwest of the corrals, fencing may remain, but be altered to a smooth-wire fence to protect wildlife but enable grazing by livestock to take place in the future if prescribed. Keeping other fence-posts up on the property helps maintain the context of ranching on the property and in cases where grazing is seen as appropriate, fence-posts can hold temporary fencing.

Protect and interpret cultural resources

Heil 2 contains a diverse range of cultural resources from the prehistoric era to its long ranching history. The protection and interpretation of some of these cultural resources will involve the cooperation of multiple BCPOS divisions. The following section identifies the resources, describes how they will be managed, and how visitors will access them.

Corral Area

The corral area served as the center of the Heil family's ranching operation. Located west of Geer Canyon Creek and Geer Canyon Drive the corrals include a ranch office, railroad cars, camper, pole barns, and a number of fenced paddocks for livestock. The corral area is about one acre in size. There are 15 permanent and temporary buildings.

The Heil's corral area is an example of ranching that continues to be an important part of Colorado's economy. The area will be managed to allow public access and interpretation of the ranch facilities. Figure 3 indicates the buildings and structures that will be removed for public safety. The figure also represents trails that will be built to allow for access to the ranch complex for Heil 2 visitors. Fencing that defines the central corral area and is important for the context of the ranching operation will remain in place. Where fencing is removed to promote wildlife movement, fence posts will remain in place to provide historic context of the extensive fence history of the property.

Altona Schoolhouse

The Altona Schoolhouse is a one room school house in the southwest corner of the property. Constructed in 1880, the schoolhouse served children in the Altona community and families living in the the Lefthand Canyon area. It is one of only a few examples of schoolhouses from that time period remaining in Boulder County and in public ownership.

The Altona Schoolhouse restoration and its future interpretation will involve the cooperation of multiple BCPOS divisions. Once restoration of the building is complete, it will provide an opportunity for the public to see a restored one room schoolhouse and experience programs highlighting the county's rural education system. The area around the building will also be managed to promote visitation outside of special programs. Interpretation may include signage and interpretive panels.

Heil Family Houses

There are four houses in the southern part of Heil 2. These houses, three of which are recorded as having been relocated from Boulder, belonged to the various members of the Heil family who lived at Heil Valley Ranch.

East of Geer Canyon Creek is a sandstone sided house. This house was damaged in the 2013 flood. Adjacent to Geer Canyon Drive is the house that was owned and occupied by Bud and Velma Heil. This house is reportedly in good condition. North of Lefthand Canyon Drive, south of the Lake Ditch are two houses. These houses belonged to members of the family at different times.



Figure 6: Wildlife

Grindstone Quarry

The quarries of Heil Valley Ranch are well known. However, Heil 2 has its own quarrying history. On the west aspect of the eastern hogback that forms the eastern boundary of the property is a grindstone quarry. Grindstone quarries provided the sharpening/grinding wheels necessary for sharpening ferrous tools. This quarry was established by the Town of Altona's early resident and postmaster Peter Haldi. The Haldi Ditch, owned by Lefthand Water District, is named after Peter Haldi. The grindstone quarry on Heil 2 is the only remaining example of this type of quarry known to exist in Boulder County.

Peter Haldi's grindstone quarry shall be managed to limit long-term impacts to the site. Access into the site will be restricted. However, trails near the site will include opportunities to interpret the quarry, the stone wall features, and building foundation. Management will not extend to any restoration of the quarry features and impacts to the site access will be closely monitored.

Lime Kiln

Lime kilns turn limestone into lime. Lime continues to be an important material in the construction and agricultural industries. Early settlers used lime as a constituent of mortar for building structures and for fertilizer. The lime kilns are a rare resource in Boulder County and the former Heil Valley Ranch has two (2), the other lime kiln is located along the Lichen Loop near the Geer Canyon Trailhead.

The pedestrian/equestrian trail on the east side of the property offers amazing views and a quiet trail experience, but it will also take visitors close to the lime kiln on Heil 2. Along with various work-groups, Education and Outreach plans to develop materials to interpret the kiln while protecting it from direct access in order to manage the long-term impacts to the structure.

Cultural resources like the lime kiln and the grindstone quarry are extremely fragile. Management will not extend to any restoration of the structure and access to the lime kiln will be prohibited. The value of these resources are in their connection to European settlement, the features themselves are intact and don't require restoration, but extensive visitor contact can both reduce their value and quickly destroy them.

Management Tasks

Below is a table that presents the above text in a set of management tasks to be performed by the various divisions of BCPOS. While each task is discrete, the various roles and responsibilities of the work-groups and divisions responsible may change. Furthermore, completion times may vary based on funding, staff time, and the priorities of the county and its residents.

Project	Objective	Lead Work-group	Support	Timeline	Comments (This won't appear in the plan, it's a place to add thoughts for everyone on the planning team)
Cultural Resources					
	Complete a Class III archaeology survey	Cultural Resources		Short	
	Complete historical and architectural inventory site forms for all buildings and structures	Cultural Resources		Short	
	Develop work plan for cultural resources, buildings, and structures that will remain	Cultural Resources	Recreation and Facilities	Short	
	Deconstruct buildings and structures identified in work-plan	Recreation and Facilities	Cultural Resources & Education and Outreach	Medium	
	Monitor post-deconstruction restoration	Weed Management	Plant Ecology	Medium	
	Stabilize and protect retained buildings and structures	Recreation and Facilities	Cultural Resources & Education and Outreach	Medium	
	Catalogue ranching artifacts	Education and Outreach	Cultural Resources	Long	
	Remove identified ranch implements from property	Recreation and Facilities	Cultural Resources & Education and Outreach	Medium	
	Create plan for school programs at Altona school house	Education and Outreach	Cultural Resources & Recreation and Facilities	Medium	
Recreation and Facilities					
	Work with associated work groups to develop interpretive program for the corral area	Education and Outreach	Recreation and Facilities & Cultural Resources	Medium	
	Complete interpretive trail through corral area	Recreation and Facilities	Cultural Resources & Education and Outreach	Medium	
	Develop educational signage on trails	Education and Outreach	Recreation and Facilities & Cultural Resources	Medium	
	Develop site plan for the Grindstone Quarry	Cultural Resources	Recreation and Facilities	Medium	
	Monitor trail development near the Grindstone Quarry	Resource Protection	Recreation and Facilities, Cultural Resources, Resource Management	Short	
	Establish trails as outlined in Heil 2 Small Area Plan	Recreation and Facilities	Resource Management & Cultural Resources	Short	
	Establish link trails if necessary	Recreation and Facilities	Resource Management & Cultural Resources	Long	
	Work with Education and Outreach to interpret resource protection efforts	Education and Outreach	Resource Management	Medium	
	Work with Cultural Resources and Trails to develop signage to protect cultural resources	Education and Outreach	Cultural Resources	Medium	
	Establish signage to maintain trail use divisions as established in Heil 2 Small Area Plan	Recreation and Facilities	Education and Outreach	Short	

	Work with Land Use and Transportation to develop trailhead and parking areas	Recreation and Facilities	Education and Outreach	Medium	
	Establish special event accommodation at Dude Ranch building area	Recreation and Facilities	Education and Outreach	Medium	
	Perform regular maintenance checks on Geer Creek crossings, as trails are built.	Recreation and Facilities		Short	
	Work with Transportation and Land Use to establish safe access point to Heil 2 as defined in plan, as trails are built	Recreation and Facilities	Resource Planning	Short	
<i>Resource Management</i>					
	Develop addendum that folds Heil 2 into the larger Heil forest management plans	Forestry		Short/Long	
	Confirm location and extent of plant alliances requiring management oversight	Plant Ecology	Recreation and Facilities	Short	
	Develop plans to protect or propagate alliances	Plant Ecology	Recreation and Facilities	Medium/Long	
	Work with Education and Outreach to interpret work	Education and Outreach	Plant Ecology & Recreation and Facilities	Long	
	Advocate for funding for Geer Canyon Creek Recovery Planning, Design, and Construction	Resource Planning	Resource Management & Recreation and Facilities	Short/Long	
	Manage impacts from facilities development	Resource Management	Recreation and Facilities	Medium	
	Represent Parks and Open Space interests during redevelopment of Geer Canyon Drive	Resource Planning	Resource Management	Short	
	Work with Resource Management to identify best places for trail crossings on creek, as trails are built	Recreation and Facilities	Resource Management, Resource Planning, Resource Protection	Short	
	Develop weed eradication and management plan	Weed Management	Resource Management	Medium	
	Establish monitoring program for wildlife corridors and monitor for changes in use patterns	Wildlife	Education and Outreach	Short	
	Restoration design for creeks and uplands	Resource Management	Resource Planning	Long	



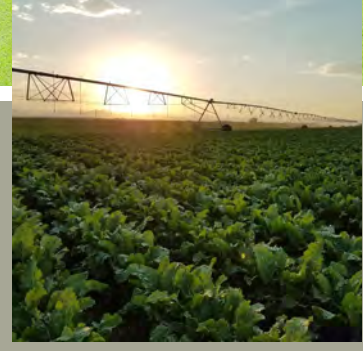
Parks &
Open Space

Agricultural Resources



2018 Annual Report

Ag on Open Space



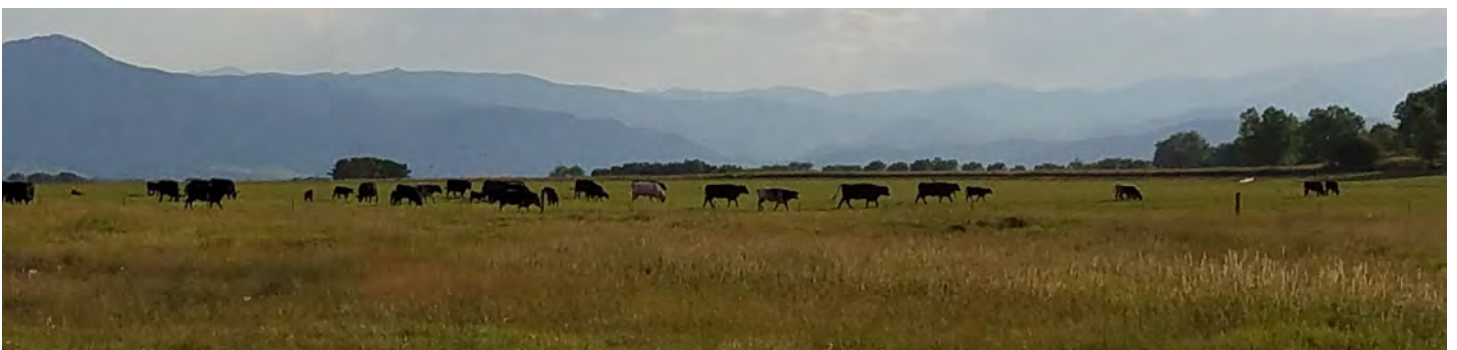
Boulder County owns approximately 25,000 acres of productive agricultural land. A diversity of operations are found throughout the county—from small-scale diversified vegetable farms to medium sized cattle operations to large-scale commodity crop producers. Land is leased to local farmers and ranchers who are Boulder County's valued partners in conservation.

BY THE NUMBERS

- 13,000 irrigated acres
- 3,000 dryland acres
- 7,000 rangeland acres
- 2,000 acres out-of-production
- 213 properties
- 130 leases
- 65 tenants

WATER RIGHTS

- 61 incorporated ditches
- 31 unincorporated ditches
- 13 reservoirs
- More than 57 directly held water rights
- Representation on 20 irrigation company Board of Directors



Agricultural Administration



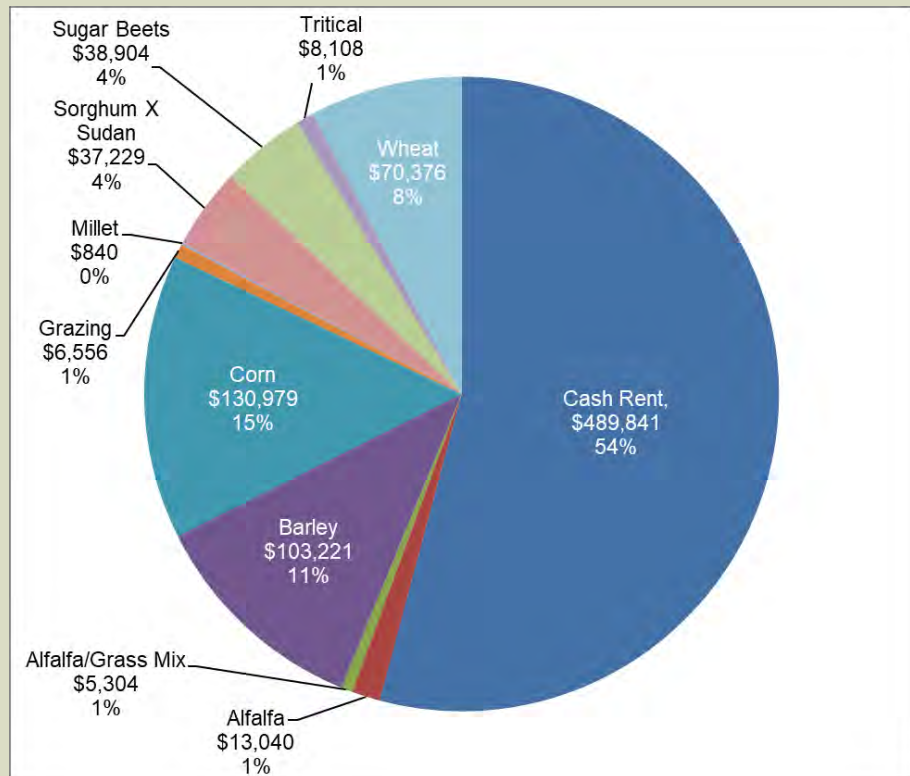
ATTACHMENT C



Boulder County agriculture experienced catastrophic weather events in 2018. The crop year started out dry, but with good snowpack. In April, a major wind event caused significant loss of top soil on many properties, and supports the need for cover crops. In June, a severe hail storm devastated thousands of acres of crops in the county. Many farmers replanted where they had lost crops in June, only to have two more hail storms hit in July. Several farmers lost not one, but two crops in 2018. Losses across the board were significant, and impacted our crop share revenue as well.

Gross revenue from ag leases totaled \$904,396. Boulder County processed 94 cash leases and 37 crop-share and grazing leases. Cash leases totaled 54% of income, with crop-share leases making up the balance. Revenue has been declining due to historically low commodity prices, high input costs, subsidized organic rent rates, prairie dog/wildlife damages, severe weather events, and increased water assessments. Water assessments in 2018 were similar to the prior year. The division renewed 27 leases and two leases went out to bid.

2018 Gross Revenue by Category



Net Revenue in Dollars

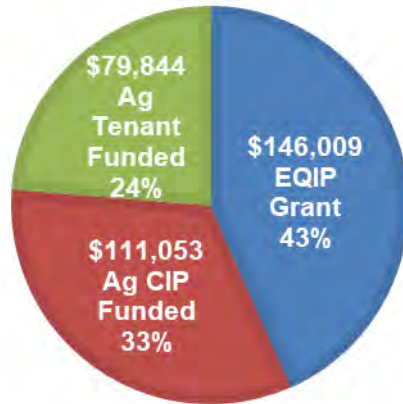
	2013	2014	2015	2016	2017	2018
Gross Revenue	1,465,826	1,428,012	1,217,689	1,291,989	1,128,419	904,396
Crop Share Expenses	522,057	479,903	350,236	414,866	404,724	322,870
Water Assessments	345,250	430,904	366,620	397,316	453,156	455,134
Net Revenue	598,519	517,204	500,833	479,808	270,539	126,393

Project Management



In 2018, Ag Resources installed three new center pivot irrigation systems and completed 74 other projects. Large irrigation projects are typically funded by three sources—Parks & Open Space (both O & M and CIP), ag tenant cost share, and the Environmental Quality Incentive Program (EQIP) grants from the Natural Resources Conservation Service. Leveraging EQIP funds has allowed the Ag Division to install three times more irrigation systems than would have been with the Ag Division budget alone. The breakdown of these expenses for 2018 is found in the chart below.

2018 SPRINKLER FUNDING SOURCES



Total 2018 Project Funding by Category in Dollars

	Number of Projects	Ag O & M	Ag CIP	Other (NRCS EQIP)	Total	%
Irrigation	32	77,514	42,685	161,037	281,237	56%
Livestock	15	27,892	0	0	27,892	6%
Organic/Market Farms	20	88,880	32,279	64,815	185,973	37%
Land Maintenance	10	11,007	0	0	11,007	2%
Totals	77	205,293	74,964	225,852	506,109	100%



Cropland Policy

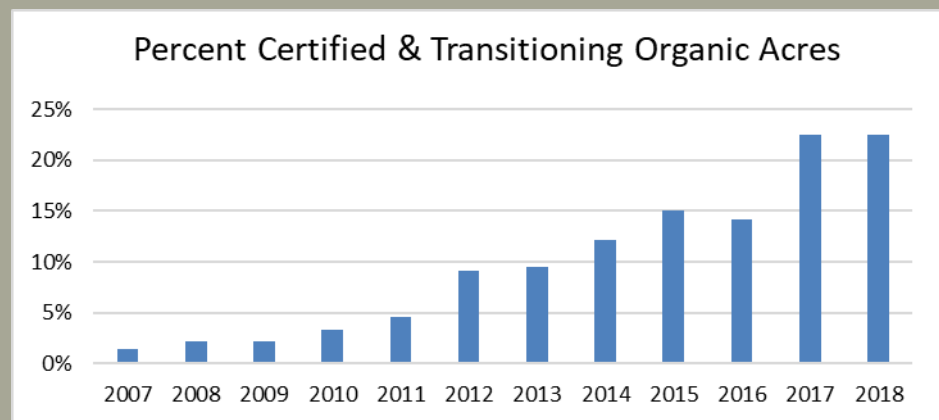


The Cropland Policy, originally adopted in 2011, links the goals of the Boulder County Comprehensive Plan with the operational activities of Parks & Open Space on agricultural properties. The policy addresses a number of elements including administration of ag leases, development of market and small acreage farms, management of the department's extensive water portfolio, livestock management, insuring the economic vitality of operations, and monitoring of soil health, agricultural inputs, and water quality.

Organic Transition

Included in Cropland Policy was a goal to transition 20% of county-owned ag properties to certified organic by 2020. That goal was later increased to 25% by 2020 in the department's 2020 Vision.

Approximately 3,597 acres, or 22% of the 16,000 acres of BCPOS cropland, were certified or transitioning to organic by the end of 2018. Of these acres, 1,181 were certified organic and 2,416 were in the transition process.



Monitoring Programs

Ag staff monitors various natural resources as outlined in the Cropland Policy. In 2018, monitoring programs included:

Soil Health

- Staff and volunteers assessed six properties using the soil health card known as the NRCS Cropland Resource Concern Assessment.
- Ward Labs performed the Haney Test on soil from all six properties .

Pollinators and Pesticides

- Integrated Pest Management (IPM) is required by all tenants.

Rangeland

- Photo Monitoring — Staff and volunteers monitored 75 locations on 22 properties
- Vegetation Monitoring — Contractor monitored five properties

Water Resources



Accomplishments

- Completed the first filling of Swede Reservoir following its reconstruction after a five year storage hold order.
- Successful state inspections occurred at the newly reconstructed Swede Reservoir and Gaynor Lake.
- Initiated new dam inspection protocols for tighter oversight and closer integration with State Office of Dam Safety.
- Delivery efficiencies installed on Kenosha Open Space to improve conveyance and increase accuracy of accounting.
- 3.3 cfs and 90 acre feet of the conditional water right at Walden Ponds was made absolute.
- Staff collaborated in an active roll on the design and implementation of five flood restoration projects and one diversion reconstruction project.
- Litigation of Kenosha Ponds change of use case continued with a decree issuance likely in 2019.
- Additional agricultural water rights acquired in nine ditches associated with open space purchases totaling roughly \$1.75 million dollars.
- Expanded Water Resources staffing to include a full-time technician.



Community Engagement



The Ag Division engages in a number of outreach avenues, including hosting tours, presenting at conferences, hosting a booth at STEAMFest, participating in From Our Lands to Your Hands, publishing articles, posting on social media, and sponsoring the Boulder County Youth Corps.

Boulder County Youth Corps

The agriculture and water resources Youth Corps teams:

- Built 610 feet, removed 1,841 feet, and maintained 1,824 feet of fence
- Weeded and removed willows from 87,131 sq feet
- Removed 377 feet of material, 100 t-posts and 22 bags of debris
- Planted 1,800 sq feet of cabbage
- Weeded 1.5 acres
- Removed 7,120 pounds of woody debris
- Installed/removed 405 feet of material



Soil Revolution Conference

Boulder County Agricultural Resources co-hosted the third annual Soil Revolution conference on December 12, 2018, at the Boulder JCC. Featured speakers included Dr. David Montgomery, John Kempf, Darrin Unruh, Dr. Dannele Peck, and local farmers. Learn more at www.SoilRev.org



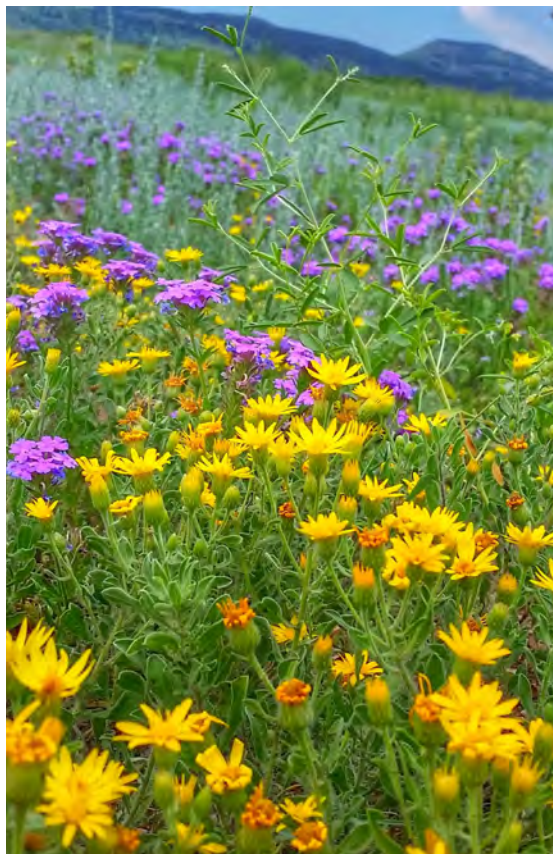
2018 End of Year Summary

- **Multiple hailstorms devastated Boulder County crops.**
- **Gross rental income totaled \$904,396, with a net revenue of \$126,393.**
- **Approximately 3,597 acres, or 22% of county-owned cropland is certified or transitioning to organic.**
- **The Ag Division co-hosted the third annual Soil Revolution conference.**
- **Expanded water resources staff to better manage the water portfolio.**
- **Carbon Sequestration project with Colorado State University studying effects of compost and cover crops on irrigated cropland and rangeland.**



AGRICULTURAL RESOURCES STAFF

Blake Cooper
Division Manager
Rob Alexander
Senior Resource Specialist
Barbara Brooks
Administrative Technician
Chase Dryden
Resource Specialist
Jennifer Kemp
Local Food & Public
Outreach Specialist
Phill Leffler
Resource Specialist
Vanessa McCracken
Resource Specialist
Jim Michal
Project Manager
Justin Odle
Resource Specialist
Levi Priest
Technician
Jason Sauer
Technician II
Amy Schwartz
Wildlife Technician
Karen Martinez
Senior Water Specialist
Audrey Butler
Water Resources Specialist
Chris Williams
Water Resources Technician



Photos (clockwise):
Horses on winter pasture at Toteve; organic squash on Darby; rangeland in full bloom at Centennial Ranch; corn planted using strip-tillage on Macy.



ATTACHMENT D
Sample Contract

DETAILS SUMMARY	
Document Type	
OFS Number-Version	
County Contact Information	
Boulder County Legal Entity	
Department	
Division/Program	
Mailing Address	
Contract Contact – <i>Name, email</i>	
Invoice Contact – <i>Name, email</i>	
Contractor Contact Information	
Contractor Name	
Contractor Mailing Address	
Contact 1- <i>Name, title</i>	
Contact 1- <i>email</i>	
Contact 2	
Contract Term	
Start Date	NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor.
Expiration Date	
Final End Date	
Contract Amount	
Contract Amount	
Fixed Price or Not-to-Exceed?	
Brief Description of Work	
Contract Documents	
a. Formal Procurement (RFP/Bid/SOQ) No. Bid Variable (the "Bid Documents") b. Contractor's proposal in response to the Bid Documents (the "Proposal") c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work") d. Fee Schedule, attached as Exhibit B (the "Fee Schedule")	
Purchasing Details – <i>County Internal Use Only</i>	
Bid Number	
Award Date	
If no Bid No., bid process used	
Purchasing Notes <i>(optional)</i>	
Contract Notes	
<i>Additional information not included above</i>	

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the [Department] ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.

2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract. **Work shall not commence until the County has provided a NOTICE TO PROCEED to Contractor, which shall set forth the date that Contractor may begin the Work.**

3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.

4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.

5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month following completion of the Work. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. Email delivery is preferred by the County; County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

6. Extra Time to Complete the Work: If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work and, if so, will provide Contractor with written notice of the amount of extra time granted. County granting extra time to complete the Work will not entitle Contractor to additional compensation from County. This Contract will remain in full force and effect during any time period that Contractor is permitted to finish completing the Work.

7. Extension of Contract Term (Additional Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor can perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. Nondiscrimination: Contractor will comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.

12. Independent Contractor: Contractor is an independent contractor for all purposes in performing the Work. Contractor is not an employee of the County for any purpose, including the

Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination for Non-Appropriation: The other provisions of this Contract notwithstanding, the County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

14. Termination for Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

15. Termination for Convenience: County may terminate this Contract, in whole or in part, for any reason, upon seven (7) days' advance written notice to Contractor.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies, which shall survive expiration or termination of this Contract:

- a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.
- b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon completion of the corrections satisfactory to the County, County will remit payment to Contractor.
- c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or complete, as determined by the County in its sole discretion. Upon County

request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

- d. Removal: Upon County 's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor must not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (ii) shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor's violation of this provision will constitute

a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.

30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

31. Representations and Warranties: Contractor represents and warrants the following:

- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
- b. The individual executing this Contract is authorized to do so by Contractor;

- c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
 - d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.
32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor's performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.
33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.
34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.
35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.
36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.
37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.
38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.
39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or

confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Insurance Requirements: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

- a. For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

- i. **Workers' Compensation and Employer's Liability**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each

Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

ii. **Professional Liability (Errors and Omissions)**

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- b. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for Professional Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

- c. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.
- d. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.
- e. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.
- f. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.
- g. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County	SIGNED for and on behalf of Contractor
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
↓↓ <i>For Board-signed documents only</i> ↓↓	
Attest:	<i>Initials</i>
Attestor Name:	
Attestor Title:	