



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: **7222-21**

RFP Title: **Madison Agricultural Open Space**

Optional Pre-Bid Meeting: See included instructions for Pre-Bid

RFP Questions Due: **Monday, April 5, 2021 – 2:00 p.m.**

Submittal Due Date: **Wednesday, April 14, 2021 – 2:00 p.m.**

Email Address: purchasing@bouldercounty.org

Documents included in this package:

- Proposal Instructions
- Terms and Conditions
- Property Information
- Insurance and W-9 Requirements
- Submittal Checklist
- Evaluation Criteria
- Sustainability Questionnaire
- Proposal Section
- Signature Page
- Attachments A-F



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PROPOSAL INSTRUCTIONS

BACKGROUND:

The Boulder County Parks and Open Space Department, Agricultural Resource Management Division, is seeking proposals from qualified parties to lease the Madison Agricultural Open Space property. This property is recommended for growing crops; however, this property has weed pressure and has been overgrazed. The property will need to be reseeded, weeded and irrigated in order to bring it back to productive outputs.

LEASE LANGUAGE:

The successful proposer will be required to enter into a Lease Agreement and meet all insurance requirements prior to any activity on the Leased Premises beginning.

All proposers are instructed to thoroughly review all the stated insurance requirements for this Lease, the insurance requirements stated are the minimum and standard for Boulder County Government, for this Lease. All tenants are required to meet the insurance requirements, as stated, for the leasing of county property as part of the Boulder County process. Owner/Sole Proprietors/Officers are not exempt from the county's insurance requirements and/or coverage limits. Please refer to the Insurance Requirements in this RFP.

In the event the selected proposer is unable to commence work as agreed to, the Boulder County Commissioners may rescind the Lease award and proceed to award the Lease to another proposer based on RFP # 7222-21, re-bid the Lease, or proceed in any lawful manner the County deems necessary.

OPTIONAL PRE-BID ON-SITE MEETING:

Interested Parties should contact the Boulder County Purchasing Department at purchasing@bouldercounty.org to reserve a place at the pre-bid meeting, reserved spaces will be on a first-come, first-serve basis. The meeting dates and times will be disclosed when a reservation is made. This property is not open to the public and access will not be permitted beyond the pre-scheduled, optional pre-bid meeting.

Reservations will only be taken beginning **Monday, March 29, 2021** through the end of business, 4:30 p.m., on **Tuesday, March 30, 2021**.

All interested Parties, that timely request to participate in the optional Pre-BID meeting, will be permitted access to the project site, this will last approximately 1 (one) hour. Only one (1) designated representative from an interested party will be scheduled. Attending the Pre-BID meeting is not mandatory nor is it required to submit a bid for the property, but instead, is highly encouraged.

Please see Attachment A, property location map.

Questions regarding additional information not covered in this Request for Proposals or at the pre-bid meeting, are to be directed to purchasing@bouldercounty.org. The county will post the answers to the submitted written questions in a posted, bid addenda, as directed, in this Request for Proposals.

Boulder County adheres to the Colorado State Department of Public Health & Environment Guidelines as related to the COVID-19 pandemic, therefore, a limit of only twenty-five (25) people may attend a meeting. For the safety of all potential bidders attending and staff, if you have recently been in close contact with anyone who has contracted COVID-19 or are experiencing symptoms, please refrain from attending.

Additional requirements are as follows:

- a. Information will not change hands. No documents, writing instruments, business cards, sign in sheets, etc.
- b. All participants are required to wear face coverings.
- c. All participants are required to maintain at least six (6) feet of physical distancing at all times.
- d. Participants will be allowed to take photos or videos of the site in order to review or reference for bid submission.

Please note that the County may reschedule the Pre-BID meeting, terminate or modify the process at any time due to changing circumstances related to the current COVID-19 pandemic.

The County representative will remain onsite for the duration of the site visit and leave only after the interested party representatives have left the site. Access without County supervision is strictly prohibited.

ATTACHMENTS:

The following documents are part of this RFP:

1. Attachment A: Property location map and directions
2. Attachment B: Agricultural property information document
3. Attachment C: Sample Agreement for Organic Certification
4. Attachment D: How to Write a Winning Proposal
5. Attachment E: What is Taxable Possessory Interest
6. Attachment F: Sample Lease

WRITTEN INQUIRIES:

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. on **Monday, April 5, 2021**. A response from the county to all inquiries will be posted and sent via email no later than **Wednesday, April 7, 2021**.

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

SUBMITTAL INSTRUCTIONS:

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on Wednesday, April 14, 2021**.

Please note that email responses are limited to a maximum of 50MB capacity. NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. 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 **RFP # 7222-21** in the subject line.

All RFPs 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 RFP 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 Request for Proposals.
3. The Lease will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, 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 Lease 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 purchasing email address prior to the time indicated in the "Request for Proposals."
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 RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP 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 "Request for Proposals" and any resulting Lease 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 Lease 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 Lease 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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PROPERTY INFORMATION

PROPERTY INFORMATION:

Lease:

Madison Agricultural Open Space Property.

Location:

This property is located on the south east corner of N. 87th and Woodland Road in Longmont, Colorado 80501. Legal description is 17-3N-69W.

Property Description:

Approximately seventy-eight (78) acres of flood irrigated land known as the Madison Open Space Property. This property has not had proper weed control in the past and will need to be re-seeded and irrigated in order to bring it back to productive outputs. This property also has the potential to be re-seeded and used for grazing or hay production.

Irrigation Water:

1.75 shares of the Highland Ditch Company.
8 shares of the Lake McIntosh Reservoir Company

Fencing:

The property is not fenced.

Facilities:

There are no barns, hay sheds or any other facilities available on this property.

Rent:

Cash rent of Four Thousand Four Hundred Forty dollars and no cents (\$4,440.00) annually.

Term:

This will be a three (3) year Lease Agreement. The terms state one (1) year with two (2) one (1) year tenant options to renew, if all conditions of the Lease Agreement are met and agreed upon by the County.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS:

Note that the insurance amounts listed below are the minimum required for this Lease. 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.

Commercial Farm General Liability

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

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.

Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution 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 Insureds.

In regards to General Liability, Umbrella/Excess Liability, and Pollution Liability: If any or all of these coverages are required above, additional insured status will be required prior to beginning any and all tasks or work.

Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in the Contract. Additional insured shall be endorsed to the policy.

W-9 REQUIREMENT:

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



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SUBMITTAL CHECKLIST

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 Request for Proposal (RFP) 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 (Corporation, Partnership, LLC etc.)
	Details of proposed operational plan
	Address
	Name and address of the partners (If applicable)
	Contact person(s)
	Telephone, fax, and email
	Information on the relevant experience of key personnel
	Submit three (3) references that are familiar with your agricultural experience
	W-9
	Signature page
	Addendum acknowledgement(s) (If applicable)
	Sustainability Questionnaire



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EVALUATION CRITERIA

All proposals will be evaluated by an evaluation team consisting of staff from the Parks and Open Space Department and the CSU Cooperative Extension Service office. The committee may request additional information from proposers or request interviews with one (1) or more proposers. Final evaluation and selection may be based on, but is not limited to, any or all of the following:

1. EXPERIENCE: Proposer has clearly demonstrated high quality and successful past performance in the commercial agricultural business, and experience in operating practices related to the type of operation proposed. Proposed operation. Incorporation of farming and/or grazing management practices that conserve soil, water, rangeland, and other resources.

2. FIT and FLEXIBILITY: Proposed operation supports the Boulder County Parks and Open Space (BCPOS) Agricultural and Resource Management objectives and would be able to reasonably accommodate multiple management objectives such as wildlife values, public trials of experimental crops or cropping systems, and requests for public tours, etc., that are frequently required of BCPOS tenants. Agricultural experience and past performance in agricultural endeavors.

3. ORGANIZATION and APPEARANCE: Proposer's current agricultural operation is demonstrably well maintained and organized, the property meets county code (e.g., storage of materials, weed management), etc. If proposer does not meet the standard with a current operation, the proposer may document other past activities or jobs where those standards have been met. Each proposer is encouraged to provide affidavits from neighbors to attest to their maintenance of the property.

4. EQUIPMENT: Equipment is either owned by or demonstrably available to the proposer and is adequate to the proposed operation. A simple list of equipment is not adequate. At a minimum, the proposer will need to submit photographs of equipment if owned and/or affidavits of availability of equipment as part of the proposal, if not owned. All equipment should be operable and well maintained.

5. FINANCES: Demonstrated ability of proposer to meet the financial demands of proposed operation or an affidavit of good standing with a lender.

6. EQUITY and DIVERSITY: Proposer meets eligibility requirements for a small disadvantaged business or can claim an affiliation with one (1) or more Equal Employment Opportunity Commission (EEOC) protected groups or historically disadvantaged groups, such as, but not limited to: age (younger operators), gender (female), race, ethnicity, or sexual orientation.

7. PRACTICES and SUSTAINABILITY: Proposer declares the style of farming or ranching practices that will be used and how well they fit with the county’s agricultural sustainability focus. Classifications include, but are not limited to: Regenerative, Certified NOP Organic, Pesticide Free, Natural, Integrated Pest Management (IPM) and soil health improvements per county goals.

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
Experience	15
Fit and Flexibility	20
Organization and Appearance	15
Equipment	15
Finances	10
Equity and Diversity	10
Practices and Sustainability	15
Total Possible	100



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SUSTAINABILITY QUESTIONNAIRE

Company Name: _____ Date: _____

This questionnaire is applicable to firms that provide services as well as those that provide goods. Please answer the questions to the best of your ability.

1. What sustainability certifications does your business have? Please check the items that apply:

- B-Corp
- Green Business Bureau
- Fair Trade USA
- Green C Certification
- None
- Other - describe any other certifications your company has related to sustainability.

2. Does your company have a sustainability vision/commitment/values statement or policy?
Please check the items that apply:

- Our sustainability statement/policy describes our company's sustainability initiatives.
- We have formed an oversight committee to ensure the success of our sustainability policy.
- Our sustainability statement/policy describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability.
- We are currently in the process of developing a sustainability statement/policy consistent with a commitment to promote environmental, economic, and social sustainability.
- None
- Other - Provide (or supply a link) your company's sustainability statement/policy.

3. What policies are in place to monitor and manage your supply chain regarding sustainability issues? Please select all that apply:

- We apply sustainability criteria when making purchasing decisions.
- We partner with suppliers who share in our sustainability commitment and/or work with them to reduce the impact to the environment of our resource needs as well as improve worker conditions.
- We purchase “green” (i.e. recyclable, reusable, non-toxic, compostable, fair trade and made from 100% post-consumer recycled materials) supplies, products, and materials.
- We specify locally manufactured products in procuring goods.
- We specify products that use the Electronic Products Environmental Assessment Tool (EPEAT) standards in procuring goods.
- None.
- Other – describe other ways your company monitors and manages your supply chain concerning environmental issues.

4. Does your company promote sustainable transportation in its operations? Please select all that apply:

- We own, rent, or lease electric fleet vehicles.
- We own, rent, or lease hybrid or natural gas fueled fleet vehicles.
- We encourage carpooling, public transportation, and using other alternative modes of transportation.
- We subsidize public transportation for employees.
- We have an established Green Transportation Plan (must describe below)
- We are developing a Green Transportation Plan (must describe below)
- We offer flexible hours, telecommuting, or a compressed work week.
- We utilize teleconference, video conference, WebEx or GoTo Meetings (or other similar conferencing services).
- None
- Other – describe other ways your company promotes sustainable transportation. If applicable, use this space to describe your company’s Green Transportation Plan (whether existing or in development).

5. What does your company do to minimize the environmental impacts associated with shipping? Please check the items that apply:

- We have established company policies and procedures that minimize the need for shipping in the first place (must describe below)
- We combine deliveries with customer visits.
- We consolidate deliveries.
- We use bike couriers for local delivery.
- We utilize electronic communications and electronic transfer of documents, such as e-mail, fax and Portable Document Format (PDF).
- We specify products that can be purchased locally within a 500-mile radius of the delivery location in procuring goods.
- We are currently evaluating what the company can do to minimize the environmental impacts associated with shipping (must describe below; no additional points awarded for providing this description).
- Our packaging/shipping materials are reusable.
- Our packaging/shipping materials are made from 100% post-consumer recycled materials.
- N/A
- Other – describe what your company does to minimize the environmental costs associated with shipping. If applicable, use this space to provide required description(s).

6. Has your company ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, my company HAS NOT been cited for non-compliance regarding an environmental or safety issue.
- Yes, my company HAS been cited for non-compliance of an environmental or safety issue.
- N/A State the reason, date and outcome of the citation:

7. What programs do you have, either in place or currently being planned, to promote resource efficiency? Examples include energy or waste audit programs. Please check the items that apply:

- We have an established zero waste program.
- We utilize a facilities energy management system.
- We have adopted a climate action plan.
- We have a water conservation program.
- We have formed a sustainability committee to identify sustainable solutions for our company.
- We are a member of various sustainability organizations.

- We are recognized by peers and environmental organizations for providing leadership in Sustainability.
- None
- Other - what other programs do you have in place or planned for promoting resource. Efficiency?

8. If your business’s proposal involves the provision of a product, does the manufacturer of the product, whether your business or an outside entity, have a sustainability policy statement? Please check the item that applies:

- No, the manufacturer of the product that I am proposing DOES NOT have a sustainability policy statement.
- Yes, the manufacturer of the product that I am proposing HAS a sustainability policy statement.
- Not applicable.

Provide Sustainability Policy Statement:

9. If your business’s proposal involves the provision of a product, has the manufacturer of the product, whether your business or an outside entity, ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, the manufacturer of the product that I am proposing HAS NOT been cited for noncompliance regarding an environmental or safety issue.
- Yes, the manufacturer of the product that I am proposing HAS been cited for noncompliance regarding an environmental or safety issue.
- Not applicable.

Provide reason, date and outcome of the citation:

10. If your business’s bid/proposal involves the provision of a product, has an environmental life-cycle analysis of the product that you are proposing been conducted by a certified testing organization, such as Green Seal, Energy Star, and Cradle to Cradle? Please check the item that applies.

- No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal.
- Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.
- Not applicable.

Provide certification:



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PROPOSAL SECTION

If submitting a proposal for multiple properties, please submit a separate proposal for each property by providing answers to questions 2 through 11 for each property you are interested in.

Please submit the following information in the order listed below:

1. Please submit your name, E-mail address, mailing address, and phone number.
2. Please describe the operation you propose for this property, with as much detail as possible.
3. Please include practices that conserve soil, water, and other resources.
4. Please describe your proposed Crop Production. (e.g., crops raised, tillage, irrigation.)
5. Please submit other details of your management not included above.
6. If you are currently involved in other agricultural enterprises, briefly describe the operation(s) and include general locations.
7. How will the Boulder County agricultural land you are proposing to Lease, fit in with the rest of your operation?
8. Please describe your agricultural background.
9. Please list the machinery and equipment needs for your planned operation on the property and how you will meet those needs. (e.g.: own, Lease, borrow, hire custom, etc.)
10. Describe how you will meet the labor demands for the proposed operation. Are you involved in your agricultural enterprises on a full-time basis? If not, what percentage of your time is dedicated to agricultural pursuits?
11. If you plan to manage an organic operation, please describe your experience in organic production.

Please provide personal references that are familiar with your agricultural experience.

Name

Email address and Phone #

*Please note that proposers may be asked to provide financial reference(s) and information upon request.



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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 Lease 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.

Madison Farms Lease



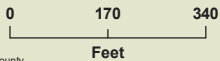
WOODLAND RD

N 87TH ST

2020



Lease Outline



The user agrees to all Terms of Use set forth by Boulder County
For Terms of Use, please visit: www.bouldercounty.org/mapsdisclaimer

FILE: V:\gis\palag\ArcMap Projects\Lease Maps\201501_AgLeaseMapBook_85x11_land.mxd

A red tractor pulling a hay baler in a field with mountains in the background.

**Agricultural Lease
for
Madison Farms Open
Space**

What it means to be a Boulder County Ag Tenant

The public will be watching what you do.

The County will require a few additional items from you:

- Operating Plans
 - Align your goals with the goals of the county
 - Help you be successful
 - Address all resources on the property
 - Agricultural
 - Plant species of special concern
 - Wildlife species and habitat
 - Cultural resources
 - Interface with recreation (trails)
 - Infrastructure improvements
 - Conservation practices

What it means to be a Boulder County Ag Tenant (cont.)

- Integrated Pest Management Forms
 - Education
 - Pesticides and record keeping
 - Cultural controls
 - Biological controls
 - Irrigation Management
 - Environmental Impact Quotient (all pesticides recorded and reported)
- You might be called upon for:
 - Farm Tour host
 - Speaking engagement
 - Your photo
 - Your story

Additional policies and restrictions, relating to wildlife, public events, etc. can be found in the Lease document.

Farm Name: Madison Farms

Property Description: Approximately 78 acres of irrigated land; historic crops have been alfalfa, grass hay.

Location: part of S17-3N-69W. South-east corner of N. 87th Street and Woodland Road

Lease Terms: This will be a three (3) year lease agreement (one year with two one-year tenant options to renew.

Cash Rent: Cash Rent for \$4,440.00

Irrigation Rights:

1.75 shares of Highland Ditch Company

8 shares of Lake McIntosh Reservoir Company.

Fencing: None

Facilities: None

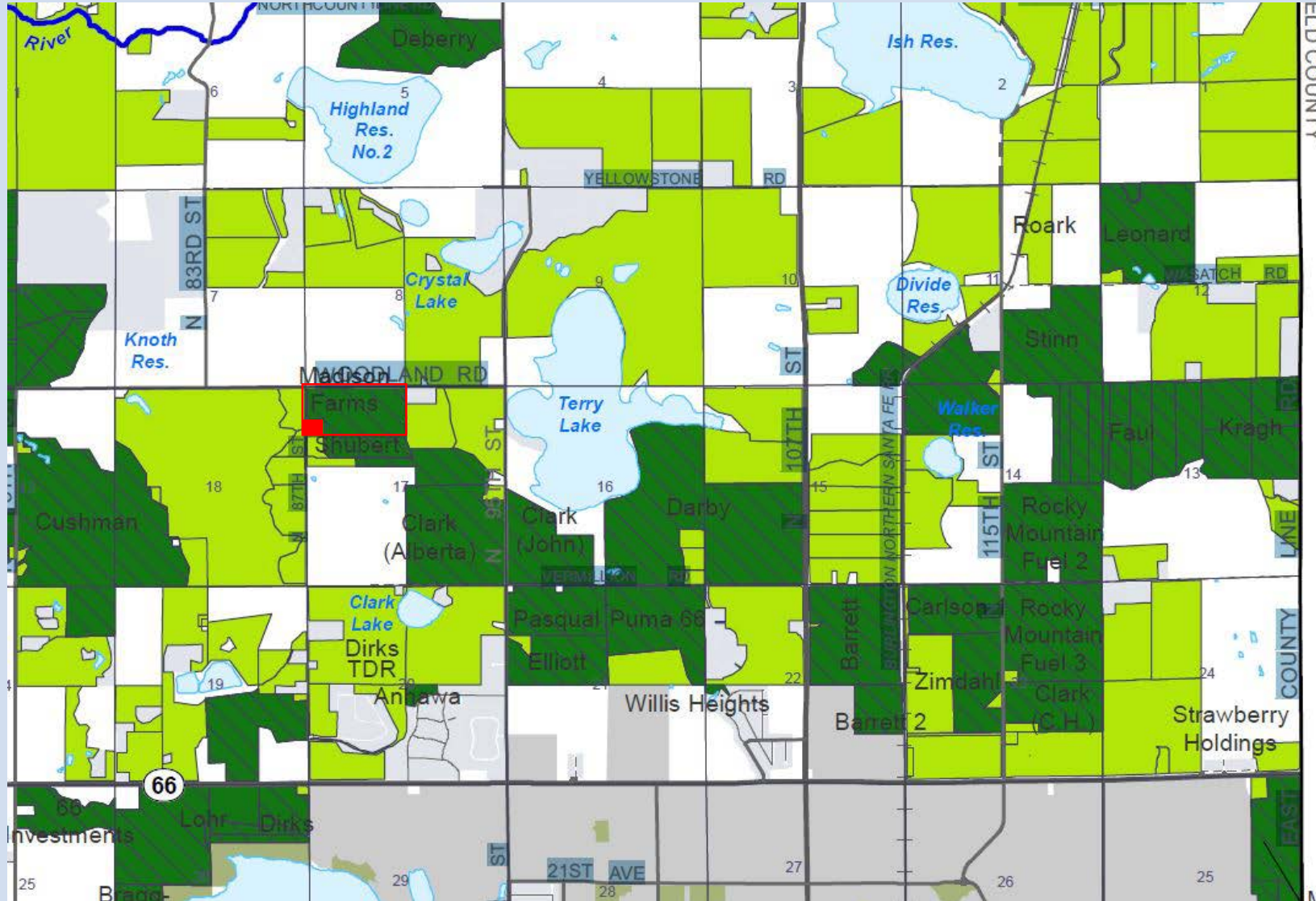
No genetically modified crops may be grown on the leased land.

Farm Name: Madison Farms

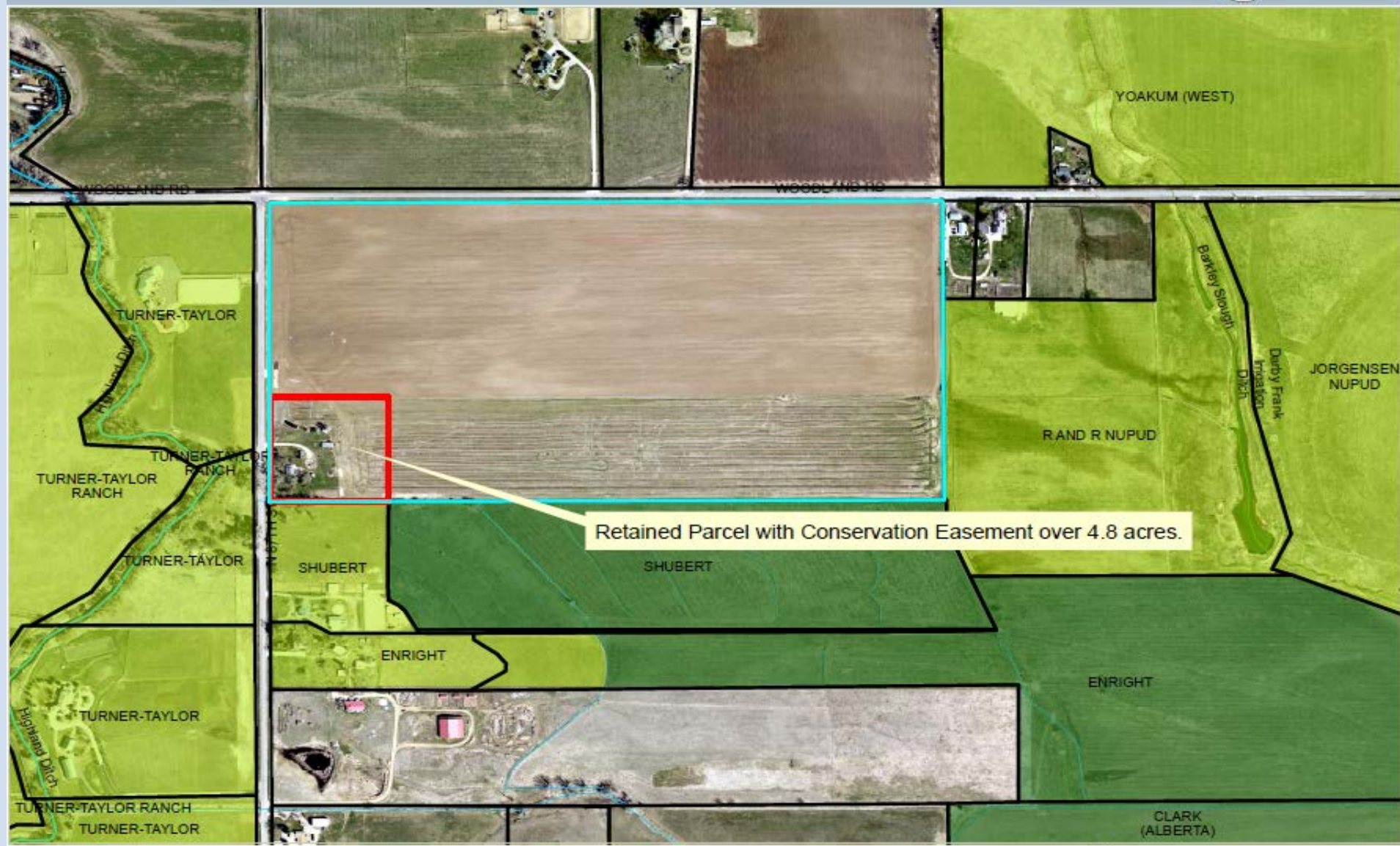
Management Considerations:

- Prior to the 2021 irrigation season, the county will work with the previous owner to modify the existing water delivery system so the county will be able to irrigate the agricultural parcel separately from the house lot (not owned by the County) irrigation system. The County will establish access to the system from N. 87th Street at a suitable location agreed to by county Public Works.

Area Map showing parcel outlined in red



Madison Farms LLC 74 Acres



Retained Parcel with Conservation Easement over 4.8 acres.

2019
County Open Space
County Conservation Easement



The user agrees to all terms of use set forth by Boulder County. For terms of use, please visit www.bouldercounty.org/information

The Process

All inquiries regarding this document shall be submitted, **in writing via email**, to the Boulder County Purchasing Office at **purchasing@bouldercounty.org** on or before **2:00pm, Monday, April 5, 2021**. A response from the County to all inquires shall be sent via email to all vendors no later than **4:00pm, Wednesday, April 7, 2021**.

Only questions submitted in writing, and subsequently answered in writing, can be relied upon.

Submittal Instructions:

Submittals are due at the email box only listed below, on or before **2:00 p.m., Wednesday, April 14, 2021**.

If you want to bid on more than one lease, you must submit a separate proposal for each lease.

The Process (cont.)

- Your response can be submitted in the following ways:
- **Email (preferred)**
 - maximum of 50MB capacity.
- Please use the “Delivery Receipt” option to verify receipt of your email.

E-Mail purchasing@bouldercounty.org identified as RFP # 7222-21 in the subject line.

Evaluation Criteria

- Experience
- Fit and Flexibility
- Organization and Appearance
- Equipment
- Finances
- Equity and Diversity
- Practices and Sustainability

- The evaluation team will consist of BCPOS Ag staff and outside expertise such as CSU Extension, NRCS, etc.



Attachment C

SAMPLE AGREEMENT RELATED TO ORGANIC CERTIFICATION

On _____, 2020, _____ (Tenant) entered into an agricultural lease (Lease) of ___ acres of the _____ Open Space (Leased Premises) with Boulder County (Landlord). Tenant has proposed that, during the term of the Lease, Tenant will seek USDA organic certification for (the Leased Premises/a ___ acre portion of the Leased Premises). As an inducement to encourage the transition from conventional to organic production methods, the Lease provides that, with Landlord's prior written consent, Tenant's rent for those acres in transition to organic production will be reduced by 50% for each of the up to three years of the organic certification process. The purpose of this Agreement is to establish the conditions under which Tenant will receive a 50% reduction on rent for that acreage in transition to organic production methods.

If and when Tenant receives organic certification, Landlord will pay any certification fees for the initial year following certification so long as those fees are not otherwise paid by another entity/program. At the County's discretion, the Lease may be extended for an additional period, beyond the term described in the Lease, if certification is obtained within the term of the Lease. If, however, certification is not obtained within three years from the initiation of transition and rent reductions were taken by Tenant, no further rent reductions will be given and Tenant's failure to follow through with the proposal to seek organic certification may be a breach of the Lease.

Some lands, such as fallow or pasture lands, may be immediately eligible for organic certification if three years have passed since the use of any prohibited substances. For this reason, if Tenant is able to immediately achieve organic certification, the rent reduction offered to Tenant by Landlord will not apply, but Landlord will pay the cost of the initial organic certification, so long as those fees are not otherwise paid by another entity/program.

To qualify for the reduction in rent, Tenant must abide by the organic crop production standards required by the USDA, and the following conditions:

- The acreage in transition to organic production must have had no prohibited inputs applied to it for at least 3 years before the harvest of an organic crop.
- Soil fertility and crop nutrients will be managed through tillage and cultivation practices, crop rotations, and cover crops, supplemented with animal and crop waste materials and allowed synthetic inputs.
- Crop pests, weeds, and diseases will be controlled primarily through management practices including physical, mechanical, and biological controls. When these practices are not sufficient to control pests, weeds, and/or diseases, a biological, botanical, or synthetic substance approved for use on the National List of Allowed and Prohibited Substances may be used.

- Tenant must provide a written report to Landlord after each year in which a rent reduction is sought in which Tenant describes all activities Tenant has taken that year towards organic certification.

If the above conditions are not met, the Tenant shall be ineligible for a rent reduction the following year of the Lease. The practice of “doing nothing” is not adequate to meet the standards of the USDA or Landlord for cropland under transition to organic production. ACTIVE CARE AND MANAGEMENT OF THE SOIL AND WATER AS WELL AS PEST, WEED, AND DISEASE CONTROL MUST BE MAINTAINED.

If Tenant finds it necessary to use prohibited substances to deal with a specific pest issue, the Landlord must be advised first in writing, the rent reduction will not apply for that year for the acreage to which the prohibited substance was applied, and, at the discretion of Landlord, the transition period may begin again for the affected acres the following year. Rent reduction and any other incentives from Landlord may be re-negotiated, on a case-by-case basis.

Accepted and agreed to this ____ day of 2020 by and between:

TENANT:

Signature: _____

Printed Name: _____

LANDLORD:

The County of Boulder, a body corporate and politic

By: _____

Boulder County Parks & Open Space

Attachment D

How To Write A Winning Proposal (Bid)

The bidding process for agricultural leases with Boulder County can be a daunting process. This document is written to help prospective bidders through that process.

There can be some confusion about the terminology of a “bid”. Because of the process involved, we use the terms “bid” and “proposal” interchangeably. The County Purchasing Department uses the same procedure to find tenants for farms as they do for all purchasing needs from prospective vendors. In the case of vendors bidding to win a project from the county, they will list the prices for the services that they will be providing. In the case of a bid/proposal for an Agricultural lease, the bidder does not state an amount that they would pay in rent for a property; the county determines the amount of the rent, grazing, or crop share terms. The only thing the prospective bidder needs to put in the proposal is the operating/management plan that they envision for the property—no pricing involved at all.

The Process

When a property becomes available to prospective tenants, the process begins with the county writing an RFP (Request for Proposal). This is written by the Purchasing Department in consultation with the Agricultural Division of the Parks and Open Space Department. The RFP will contain information about the property/properties that are available for bid, as well as information about the mandatory pre-bid meeting, and the critical timelines for questions and for the submission of proposals. Additionally, there are specific questions and information that will be asked in the RFP, so it is a good idea to use the RFP as your guide when putting your proposal together. **All proposals must be submitted only to Purchasing, doing otherwise (anyone in the county government from County Commissioners on down) will be considered grounds for disqualification.**

Read the RFP carefully. There is a lot of information about formatting and delivery of your proposal as well as the timelines, which are strictly enforced. For instance, if it says something is due by 2pm on a certain date, anything received after 2pm (i.e. 2:01pm) will be disqualified.

Below is the list of items past RFPs asked bidders to include in their proposal:

1. Please submit your name, EMAIL address, mailing address, and phone number.
2. Please describe the operation you propose for this property, with as much detail as possible.
3. Please include practices that conserve soil, water, and other resources.
4. Please describe your proposed crop production; e.g., crops raised, tillage, irrigation.
5. Please submit other details of your management not included above.
6. If you are currently involved in other agricultural enterprises, briefly describe the operation(s). Include general locations.
7. How will the Boulder County agricultural land you are proposing to lease, fit in with the rest of your operation?
8. Please describe your agricultural background.
9. Please list the machinery and equipment needs for your planned operation on the property and how you will meet those needs; e.g.: own, lease, borrow, hire custom, etc.

10. Describe how you will meet the labor demands for the proposed operation. Are you involved in your agricultural enterprises on a full-time basis? If not, what percentage of your time is dedicated to agricultural pursuits?
11. If you plan to manage an organic operation, please describe your experience in organic production.

It will be easiest to evaluate your proposal if you write it with the responses to these questions in the order that they appear in the RFP. Also, if you take this approach, it will make it easy to double-check yourself as you write the proposal to make sure you're including all required information.

Considerations

Be thorough. The critical thing in preparing your proposal will be to include information for all items listed in the RFP. When asking for a description of something, especially about the proposed operation, be as detailed as possible. The more thorough you are in your description of your planned operation, your experience, equipment needs, finance, etc. the better opportunity for the county to fairly evaluate and compare your proposal against any other proposals that we receive for the same farm.

Assume nothing. Even if you currently, or in the past, have leased land from the County or are acquainted with some member(s) of the staff, do not assume anything that isn't spelled out in detail in the proposal will be a consideration in evaluating the proposal. We want everyone to be on an equal footing, so we can only consider what is actually stated in your proposal.

Be realistic. Farming is hard and can be very expensive, so really evaluate your ability to follow through on the proposal you submit.

Be honest, with yourself and the county. If you are selected for the lease, your proposal becomes a part of the contract with the county and you will be held to the plans and expectations listed in your proposal. If you exaggerate or otherwise aren't completely honest about your ability to follow through on the proposed operations, you could risk losing the lease.

The Evaluation

The following criteria are used to evaluate proposals and award leases:

1. Ability of prospective tenant to provide the best stewardship of the property.
2. Proposed operation. Incorporation of farming and/or grazing management practices that conserve soil, water, rangeland, and other resources.
3. Flexibility of proposed operation.
4. Agricultural experience and past performance in agricultural endeavors.
5. Ability to meet equipment requirements for the proposed operation.
6. Ability to meet the financial demands of proposed operation.

In addition to the criteria above, we also consider items from the Cropland Policy in the evaluation process that include:

- "Leases are awarded to farmers who employ sustainable practices and who demonstrate a commitment to investing in innovative practices through education and skills development."
- "Boulder County recognizes the importance of developing farmers interested in many different forms of farming. Boulder County shall continue to support beginning farmers through youth in

agriculture programs, working with Boulder County Extension, and providing competitive lease rates. Boulder County shall develop programs to foster the development of beginning farmers on Boulder County Open Space.”

- “Lease applications and lease consideration shall be available to individuals, non-profits, or community groups who wish to lease an agricultural parcel for the purpose of rebuilding soil and ecosystem health of the parcel, transitioning the parcel to organic certification and production, or farming the parcel for public and community benefit.”

Proposals will be evaluated by a team consisting of staff from the Parks and Open Space Department and the CSU Extension Service.

Some Do's and Don'ts

Do:

- Clearly state your intended plan for the farm which will illustrate that you know what you're talking about.
- Give a 5 to 7 year plan for cropping, tillage, soil improvement, etc.
- For an irrigated property, explain how you would best utilize the available water.
- If you are planning to convert a property from conventional to organic production, be very specific and realistic in the process and the timeline to reach Certified Organic status.
- Write in a style that seems natural to you. It doesn't have to be a formal “big business” type of proposal. Keep it personal—tell us about how you feel about the plans you have for the farm and what it means to your long-term goals.

Don't:

- If your short-range plans are predicated on immediate infrastructure improvements or adding buildings or other structures that you feel the county should provide, you might want to re-think that plan. While the county does its best to provide all the tools to assist our farmers to reach the highest potential for the land, you must remember the money we spend is taxpayer funded and so all projects have to first be carefully evaluated for viability. There may already be a number of projects in the pipeline with the available money already committed. It is unlikely that a bid that depends on large capital improvements at the beginning of a lease, especially with an unproven tenant, will be successful.
- Don't answer the question with one-line answers, such as :
 - “I have the financial means to run this operation”; we need details of your financial status and references, and we need to know that you have the financial backing to achieve your goals;
 - “I plan to continue farming this land like the previous tenant had been doing it”; even if that is your plan, and it's okay if it is, you need to spell it out so that we know you understand how it's been farmed and how you will carry through on your proposed operation.

Now you've got the basics of writing a winning proposal, so as Arthur Ashe once said—"Start where you are. Use what you have. Do what you can."

What is taxable possessory interest, and as a tenant farmer/rancher of Boulder County Open Space land, why you should care.

First, the legal language.

Taxable possessory interests (PIs) can be created in virtually any use of government owned real property. Common examples include campgrounds, government employee housing, ski resorts, airplane terminals, farms, etc. A taxable possessory interest is created when a private party is granted the exclusive use for private benefit of real property owned by a non-taxable entity.

The key criteria for a taxable possessory interest are the possession or right to possession of real property owned by a non-taxable entity. The possession must be independent, durable, and exclusive of the rights held by others, and provide a private benefit to the possessor above that which is granted to the general public.

The Assessor, by law, must value all taxable property in the county as of the lien date, January 1, each year*, including all taxable possessory interests. Annually, pursuant to Revenue and Taxation Code Section 480.6, assessor's staff request every governmental agency in the county to provide information such as leases and other agreements related to the real property they own. This information includes the name, mailing address, situs, etc., for each property the Assessor analyzes when making the possessory interest assessments.

Why are Possessory Interest holders being charged property tax in addition to the rent they pay the government?

Those who receive Possessory Interest assessments are often puzzled and perplexed by the apparent paradox of on the one hand paying rent to a government entity and on the other being asked to pay property tax as well.

The explanation is that government entities do not have to pay property tax and thus their rent charges do not include an increment to recover such taxes. At the same time, the private possessor still receives the services and benefits (fire and police protection, schools and local government) that other similar taxable properties enjoy. The Possessory Interest tax helps to pay the holder's share of those costs.

Possessory Interest rents reflect only the public's return on its investment and do not include a property tax component. In the case of agricultural land, the Assessor uses the "Income Approach" to calculate the tax. This is the most commonly used method for valuing a possessory interest. Using this approach,

the PI value is estimated by first determining the landlord's net income for the year. The net income results from subtracting management expenses from the economic income. The net income is then multiplied by a present worth factor to arrive at the PI value. Using the economic net income for the term of possession allows the Assessor to value only the rights "possessed" by the tenant and exclude any non-taxable rights retained by the government landlord.

When due, the tax shall be a debt due from the holder of the possessory interest to the board of county commissioners for the county in which such property is located, and shall be recoverable by such board or body by direct action in debt on behalf of each governmental entity for which a property tax levy has been made.

WHEW!

So, What Does This Mean to Our Ag Tenants?

*One of the things that our tenants find confusing about this tax is that it comes two years after the income is reported. As an example, if you leased a county-owned farm beginning in 2017, you wouldn't receive the tax bill for 2017 until 2019 (instead of 2018). In some cases, tenant farmers are no longer holding the lease for a property when they receive the tax bill, but they're still required to pay the tax because it was for a year that they were leasing the property. The reason for this is because the county doesn't receive the revenue from most of the farms until the end of the year and it would be nearly impossible to report it to the Assessor's office before Jan. 1 of the following year, so they allow us to report by mid-February, and this then pushes back the assessment to the following Jan. 1.

After the Assessor calculates the tax, the Treasurer is then responsible for its collection. In the past there has been no real recourse on the part of the County Treasurer for unpaid PIs on farms owned by Boulder County, however in the future all new leases and newly renewed leases will contain language that would put the lease in breach if the taxes are delinquent, just the same as if the rent wasn't paid. This is not something that we like doing, but there has been blatant disregard on the part of a small number of our tenants about paying their taxes and are delinquent by a number of years, resulting in lost tax revenue to the county in the tens of thousands of dollars. After discussions with the county's Treasurer and Assessor, it was decided that this was the appropriate course of action.

If you have any questions about the PIs or feel that you have received a tax bill that is incorrect or doesn't belong to you, please contact the County Treasurer's Office or you can contact our office and speak to Barbara Brooks or Justin Odle.

Attachment F
SAMPLE LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as "Lease" or "Agreement", is made to be effective as of the 1st day of January 2021, between the County of Boulder, a body corporate and politic, whose address is P.O. Box 471, Boulder, Colorado 80306, of the County of Boulder, State of Colorado hereinafter referred to as "Landlord" or "County", and _____, whose address is _____, hereinafter referred to as "Tenant".

In consideration of the mutual covenants contained herein and other valuable consideration, the parties hereto agree as follows.

1. LEASE OF PREMISES

The Landlord and Tenant hereby agree to enter into a lease for approximately _____ acres of land known as the _____ Open Space property, Boulder County, Colorado, hereinafter referred to as the "Leased Premises", legally described in Exhibit A, and as shown on the map attached hereto as Exhibit B, which exhibits are made a part hereof by this reference.

2. TERM

The term of this Lease shall commence on January 1, 2021 and shall end on December 31, 2021, unless terminated by Landlord at an earlier date, as provided in Paragraph 18 of this Agreement. If Tenant is in compliance with all the terms of the Lease, including all rental payments due and all outstanding possessory use taxes on property leased from Landlord paid, Tenant, at Tenant's option, may renew the Lease upon the same conditions for up to two (2) additional one (1) year terms. If Tenant chooses to exercise either of the two (2) options to renew the Lease, Tenant must provide written or verbal notice to Landlord by **December 15** of the year prior to the applicable option year. Any work or preparation for farming after termination/expiration of the Lease term shall not constitute or be construed as a renewal of the terms of this Lease.

3. CASH RENT

Tenant shall pay the Landlord rent of ** Dollars (**.00) per annum and shall be paid as follows: **FINAL PAYMENT MUST BE RECEIVED BY DECEMBER 15 OF THE APPLICABLE YEAR.**

Within thirty (30) days of planting perennial crop such as: alfalfa, grass or hay seed, Tenant shall submit to Landlord written evidence of the cost of such seed. Should Tenant cease to lease the Leased Premises within five (5) years after Tenant's planting perennial crop seed, unless the Lease is terminated pursuant to Paragraph 18, Landlord shall reimburse Tenant a pro rata share of the cost of such perennial crop seed. Such reimbursement shall be paid to Tenant within thirty (30) days after expiration or termination of this Lease. At the Landlord's sole discretion, the reimbursement for perennial crop seed may be credited against the final cash rent payment due from Tenant.

Year/Property/Tenant Name

ORGANIC CERTIFICATION

For acreage in transition from conventional to organic production methods, with prior written agreement of Landlord, Tenant's rent will be reduced by 50% for each of the three (3) years of the organic transition process. If Tenant pursues organic certification after the three (3) year transition process, Landlord will assist Tenant in finding an approved USDA certifier and will pay any certification fees for the initial year following transition, if those fees are not otherwise paid for by other incentive programs. In the County's discretion, the Lease may be extended for an additional two (2) years beyond the term described in paragraph 2 of this Lease if certification is obtained within the term of the Lease. If organic certification is not obtained at the end of three (3) years, the organic certification incentive will cease, rent will revert back to the full rental amount under the Lease, and the rent reduction for the prior three (3) years shall be owed to Landlord and must be paid in full within one (1) year after the three (3) years of reduced rent has ended. In this circumstance, the rent reduction shall be an enforceable obligation of Tenant, whether or not Tenant continues to lease the Leased Premises from Landlord after organic certification has not been received.

Rent is due by 4:30 p.m. on the specified date by mail to the Boulder County Finance Department, Attn: Accounts Receivable, P.O. Box 471, Boulder, Colorado 80306.

4. LATE PAYMENTS

If any of the payments for ***cash rent, rent for grazing, crop share rent and/or water assessments*** or any other payments due under this Lease are past due, the balance due and owing shall begin to accrue interest after 4:30 p.m. on the due date at a rate of 1.5 percent per month. Tenant may not exercise any option to renew the Lease if Tenant is not current with rental payments at the time Tenant gives notice of intent to exercise the option.

5. USE

Tenant shall use the Leased Premises for the purpose of agricultural production pursuant to an annual operations plan agreed to between Landlord and Tenant. Storage of non-agricultural equipment, vehicles, and materials is not permitted on Leased Premises without express written consent from Landlord.

6. WATER RIGHTS

Tenant acknowledges that the following irrigation water rights are owned by the Landlord and available to Tenant for agricultural use:

_____ shares of the _____ Ditch Company.

The irrigation water is to be used for irrigation of the Leased Premises only. Landlord shall be responsible for payment of water assessments for this/these share/s. Tenant acknowledges that Landlord makes no guaranty or representation as to the amount or quality of water any shares or other interest in a water right(s) will provide. Tenant shall be responsible for acquisition of, and

payment for additional rental water to be used on the Leased Premises, including ditch carrying charges resulting from such rental. Additionally, if pumping is necessary for irrigation, the Tenant shall be responsible for any utility charges or fuel to pump water associated with any system. Tenant further agrees to provide County with an irrigation schedule that provides a record of quantities of irrigation water used, and of starting and ending dates of annual irrigation.

7. PROPERTY MANAGEMENT

Tenant shall manage the Leased Premises consistent with a Soil and Water Conservation Plan as prepared and approved by the ***Longmont OR Boulder Valley*** Conservation District, or its successor, in cooperation with the Natural Resource Conservation Service, hereinafter referred to as "NRCS", which Plan shall be current during each Lease period. Tenant shall file and certify acreage with the Boulder County Consolidated Farm Service Agency, and maintain and submit production, fertilizer and chemical application records as required by the federal and state government, or as required hereunder. Tenant shall be held responsible and accountable for any degradation to the land and/or ecological integrity of the area as a result of failure to adhere to any of the requirements under the terms of the Soil and Water Conservation Plan. Such failure by Tenant shall be grounds for termination of the Lease.

Tenant shall also assist Landlord in developing an annual written agricultural operation plan and an annual written integrated weed operation plan prior to each growing season. As the growing season progresses, the plans may be modified as conditions, such as weather, vary. Tenant agrees to implement management according to these plans, and to any modifications made to the plans by the Landlord.

Tenant will take all measures necessary to prevent pollutants from entering storm drains and watercourses. To eliminate stormwater pollution, Tenant shall implement effective Best Management Practices (BMPs). BMPs include general good housekeeping practices, appropriate scheduling of activities, operational practices, maintenance procedures, and other measures to prevent the discharge of pollutants directly or indirectly to the storm drain system and watercourses. These BMPs shall be maintained for the duration of this Lease. Tenant shall also be responsible for proper disposal of all waste materials, including wastes generated by the implementation of BMPs. Tenant shall otherwise comply with the Federal Clean Water Act, Colorado Water Quality Control Act, and Boulder County's local Clean Water Act, Illegal Discharge Ordinance (No. 2012-4).

Tenant shall comply with all of the terms set forth in the current protocols for genetically modified crops to be grown on Boulder County Parks and Open Space. Current copies of the protocols will be kept on file with the County's Agricultural Operations office and are available for inspection and copying during normal business hours.

8. RENEWAL

If Landlord elects to renew the Lease beyond the Tenant's second option to renew, and Tenant is in compliance with all the terms of the Lease, including all rental payments due, Landlord shall notify Tenant of the renewal terms, in writing, on or before July 31 of the year of the last

option. Tenant shall have fifteen (15) calendar days from the receipt of said notice to accept or reject, in writing, a renewal of the Lease.

If Landlord and Tenant do not agree to renew this Lease for any cause, Landlord, or its agent, may enter the Leased Premises after Tenant has harvested the then-current crop, in order to begin preparatory work for future crops.

9. REMOVAL OF PERSONAL PROPERTY

Tenant shall have the duration of the Lease term to remove all of Tenant's personal property from the Leased Premises, unless Landlord terminates this Lease as provided in Paragraph 18 of this Agreement. Tenant agrees that any personal property of Tenant remaining on the Leased Premises after the end of the Lease term, or termination of the Lease, shall be deemed abandoned by Tenant and Landlord shall have the right to dispose of any such personal property in any manner Landlord deems appropriate. Tenant will be liable for any disposal costs incurred by Landlord.

10. DELIVERY OF POSSESSION

The Tenant shall be entitled to possession of the Leased Premises at 7 a.m. on the date of commencement of the Lease term.

11. TERMINATION

This Lease shall terminate at the end of the Lease term or, if an option has been exercised, at the end of the option period, unless a new Lease for a new term, is executed by both parties. Additionally, the Landlord may terminate this Lease pursuant to the provisions of Paragraphs 18 or 20 herein.

Tenant agrees to reside within thirty (30) miles of the borders of Boulder County. In the event Tenant moves beyond the thirty (30) miles from any Boulder County border, County may, at its sole discretion, terminate the Lease.

12. HOLDOVER

If Tenant holds over after the expiration or termination of this Lease agreement, Tenant shall occupy the Leased Premises on a month-to-month basis at a rental rate and rental terms to be specified by the Landlord unless a new Lease, for a new term, is executed by both parties within thirty (30) days of the termination of this Lease.

13. INSURANCE REQUIREMENTS

The Tenant shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Grantee has assumed until this Lease has expired or is terminated:

- a. Commercial General Liability or Farmer's Liability Insurance Policy. This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000.00 Each Occurrence and \$2,000,000.00 General Aggregate resulting from the current agricultural operations on the Leased Premises.
- b. Automobile Liability Insurance. Tenant shall purchase Automobile Liability Insurance which includes coverage for all owned, non-owned, and hired vehicles with a statutory minimum limit, each accident for each occurrence resulting from the current agricultural operations on the Leased Premises.
- c. Workers' Compensation and Employer's Liability. Workers' Compensation, if applicable, must be maintained to statutory limits. Employer's Liability is required for minimum limits of \$100,000.00 Each Accident/\$500,000.00 Disease-Policy Limit/\$100,000.00 Disease-Each Employee.
- d. An umbrella liability policy (also referred to as excess umbrella liability) may be used to provide additional commercial general liability, auto liability, and employer's liability coverage to meet the County's minimum requirements. When excess umbrella liability is used, coverage should be as broad as the primary coverage.

The Tenant shall provide Certificates of Insurance to Boulder County annually demonstrating that the insurance requirements have been met prior to the commencement of work under this Lease. The Commercial General Liability certificate or Farmer's Liability Certificate of Insurance shall indicate Boulder County as an **ADDITIONAL INSURED by endorsement 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.*

These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified without **thirty (30) days** written notice to the County, pursuant to paragraph 17.

If Tenant does make any change or modification to these policies, Tenant is required to give Landlord a thirty (30) day written notice after such change or modification.

The Certificate Holder is "BOULDER COUNTY". Certificates of Insurance should be forwarded to:

Boulder County
Attn: Lease Coordinator
5201 St. Vrain Road
Longmont, Colorado 80503

14. CONDITION OF PROPERTY

Prior to signing this Agreement, Tenant has inspected or caused to be inspected the Leased Premises and takes the Leased Premises in the condition **AS IS**. No additional representation, statement or warranty, express or implied, has been made by or on behalf of Landlord as to such condition. In no event shall the Landlord be liable for any defect in such Leased Premises or for any limitation on its use as agricultural land.

15. TENANT COVENANTS AND RESPONSIBILITIES

Except for those activities expressly permitted in this Lease which are exceptions to the Boulder County Parks and Open Space Rules and Regulations, Tenant shall abide by, and shall assure compliance by Tenant's guests and invitees with all Boulder County Parks and Open Space Rules and Regulations as those Rules and Regulations may be amended, including the following:

- a. Tenant shall allow the Landlord access to the agricultural Leased Premises at all times.
- b. Tenant shall only allow odors, fumes, vibrations and noise on and from the Leased Premises which are commensurate with the normal conduct of agricultural operations.
- c. All chemical pest control employed on the Leased Premises shall be in accordance with federal, state or local statute, ordinance, resolution, rule or regulation.
- d. Tenant shall maintain all fences which confine livestock within the Leased Premises.
- e. Tenant shall prevent deterioration beyond normal wear and tear of the Leased Premises and existing structures during the term of this Lease and implement management practices, as described in Paragraph 7 herein, to maintain and conserve the soil and water.
- f. Tenant shall confer with Landlord annually on capital improvements needed for the Leased Premises as well as scheduling routine maintenance.
- g. Subject to County Rules and Regulations, Tenant shall burn, clean, dredge and generally maintain in a serviceable condition, all ditches, including wasteways, related to the Leased Premises. Any maintenance requiring hired machinery will require the prior, written consent of Landlord, and shall be paid for by Landlord.
- h. Tenant shall properly place, store, use or dispose on the Leased Premises, temporarily or permanently, only those substances legally permitted to be used on the Leased Premises, and which are approved by Landlord. Such substances shall include fuel products that are hazardous, toxic, dangerous or harmful or which are defined as a hazardous substance by the Comprehensive Environmental Response

Compensation and Liability Act ("CERCLA") 42 USC § 9601. These substances shall be referred to collectively as "hazardous substances". Tenant shall immediately notify Landlord by phone and in writing, of all spills, releases, inspections, correspondence, orders, citations, notices, fines, response and/or cleanup actions, and violations of law, regulations or ordinances which affect the Leased Premises.

- i. Non-agricultural vehicular travel is restricted to existing roads.
- j. Tenant agrees there shall be no construction of any structure, building or other improvement on the Leased Premises without Landlord's prior written approval.
- k. Tenant shall indemnify and save harmless Landlord from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Lease, or any period during which Tenant's personal property remains on the Leased Premises, for personal injury, loss of life, or damage to property sustained in, or upon the Leased Premises or arising out of the use of the Leased Premises, and from and against all costs, attorneys fees, expenses and liabilities incurred in and about any such claims, the investigation thereof or the defense of any action or proceedings brought thereon, and from any judgments, orders, decrees, or liens, resultant therefrom by virtue of the use of the Leased Premises.
- l. Governmental Immunity: Nothing in this agreement 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.
- m. Tenant agrees that Tenant shall not permit any mechanic's lien to be perfected or remain against the Leased Premises. Tenant shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Premises.
- n. Tenant agrees that Tenant shall not assign, convey, devise, sublet, pledge or mortgage any of Tenant's interest herein without the prior written consent of the Landlord thereto, which consent shall be in the absolute discretion of the Landlord. Landlord reserves right to terminate any sub-lease at any time at Landlord's sole discretion. This shall not preclude Tenant from using Tenant's share of the crop for collateral for an operating loan.
- o. Tenant agrees the Leased Premises shall not be used for any purposes prohibited by the laws of the United States or the State of Colorado or the ordinances or resolutions of the County of Boulder.
- p. Tenant agrees to deliver up and surrender to the Landlord, possession of said Leased Premises at the expiration or termination of this Lease, by lapse of time or otherwise.

- q. No public access or recreational use of the Leased Premises can be authorized by the Tenant.
- r. It shall be unlawful for any unauthorized person to remove, destroy, mutilate, collect or deface any natural or man-made object on the Leased Premises.
- s. It shall be unlawful for any person or domestic animal to feed, hunt, pursue, trap, molest, disturb or kill any wildlife at any time on the Leased Premises, except where and when such activities are permitted by action of the Board of County Commissioners or by written permission from the Director of the Parks & Open Space Department. This provision shall not apply to any county, state or federal government personnel authorized by the Board of County Commissioners to carry out a wildlife management program through law or County-approved rules and regulations.
- t. Ground fires are unlawful. Exceptions to the ground fire prohibition may be allowed only with written permission from the Board of County Commissioners or the Director of the Parks & Open Space Department and are subject to the burning requirements for Boulder County.
- u. It shall be unlawful to dispose of trash, garbage, rubbish, litter or debris on the Leased Premises.
- v. Under no circumstance may hazardous materials be deposited on the Leased Premises.
- w. It shall be a violation of this Lease for any person, acting individually or on behalf of a business or organization, to use the Leased Premises for any commercial purpose (such as a staging area for a bicycle race; filming movies or commercials; hosting a farm to table dinner; riding activities of a commercial horse stable, riding school or livery) without first obtaining written permission from the Director of Boulder County Parks & Open Space. The only exception to this prohibition against commercial activities on the Leased Premises is that agricultural products produced by Tenant may be sold on the Leased Premises, after approval by the Boulder County Parks & Open Space Department, so long as the sale is conducted in accordance with the provisions of the Boulder County Land Use Code.
- x. It shall be unlawful to take off or land any motorized or non- motorized aircraft within the Leased Premises; aircraft includes but is not limited to: airplanes, helicopters, ultralights, gliders/sailplanes, and hot-air balloons.
- y. Tenant agrees to pay all possessory interest taxes owed to the Boulder County Treasurer in association with the lease of all property from Landlord or enter into a payment plan with the Boulder County Treasurer to assure payment of all back taxes owed in association with the lease of property from Landlord.

16. EASEMENTS AND LICENSES

Notwithstanding any other provision of this Lease, Tenant accepts this Lease subject to all existing easements and licenses of record held by third parties and acknowledges that Landlord retains the right, in its sole discretion, to grant easements or licenses to third parties for entry upon and or use of a portion of the Leased Premises by the third party and or its agents during the term of this Lease. In the event that a third party, acting pursuant to an easement or license, damages the Leased Premises or Tenant's crops and or Tenant's personal property, Landlord will restore the Leased Premises to its prior condition and/or compensate Tenant for the fair market value of any damage to such crop and or Tenant's personal property.

17. NOTICES

Any notice from one (1) party to another, required by the terms of this Lease agreement, may be delivered in person to such party (delivery to one (1) of two (2) or more persons named as a party shall be effective notice to all), or shall be delivered by first class mail, postage prepaid, and shall be deemed given one (1) day after the date mailed, addressed to the respective parties as follows:

Landlord:
Boulder County Parks and Open Space Department
Attn: Lease Coordinator
5201 St. Vrain Road
Longmont, Colorado 80503
303-678-6200 - phone no. provided for informational purposes only.
jodle@bouldercounty.org

Tenant:
**
303-- phone no. provided for informational purposes only.

18. BREACH

The Tenant agrees to observe and perform the conditions and agreements herein set forth to be observed and performed by the Tenant. If Tenant defaults in the payment of rent, or any part thereof, or if the Tenant fails to observe or perform any conditions or agreements set forth in this Agreement, Landlord shall give Tenant written notice that Tenant has fifteen (15) days to cure such breach if the breach can be cured without injury to Landlord. If, in Landlord's reasonable discretion, the breach cannot be cured, the Lease shall be terminated as set forth below. If Tenant fails to commence within said fifteen (15) day period, a course of performance to cure such default and thereafter to diligently pursue the work required to correct it as often as the same may happen, it shall be lawful for the Landlord, at its election, to terminate this Lease and to re-enter and repossess itself of the Leased Premises, with or without legal proceedings, using such force as may be necessary, and to remove therefrom any livestock, crops and any personal property belonging to the Tenant without prejudice to any claim for rent or for the breach of covenants hereof, or without being guilty of any manner of trespass or forcible entry or detainer. Tenant agrees to indemnify and

hold harmless the Landlord from and against any costs for the removal and storing of livestock and crops elsewhere incurred by the Landlord under the provisions of this paragraph.

19. JOINT AND SEVERAL LIABILITY

If this Lease is signed on behalf of Tenant by more than one (1) person, the liability of the persons so signing shall be joint and several.

20. MISCELLANEOUS PROVISIONS

Tenant's rights under this Lease are personal to Tenant and the Lease shall terminate upon the Tenant's death, unless Landlord elects, in writing, to permit assignment to a third party.

Time is of the essence of this Lease and of all provisions herein.

If any provisions of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

Notwithstanding anything to the contrary contained herein, Landlord's liability under this Lease shall be limited to Landlord's interest in the Leased Premises.

Execution by Counterparts and Electronic Signatures: This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. The Tenant and County approve the use of electronic signatures for execution of this Agreement. Only the following two (2) forms of electronic signatures shall be permitted to bind the Tenant and County to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

21. PAYMENT OF ATTORNEY'S FEES AND COSTS

If the Landlord shall commence an action for collection of rent or other sums payable under this Lease, or to compel performance of any of the terms or conditions of this Lease, or for damages for failure of Tenant to perform under this Lease, the Landlord shall collect from the Tenant and Tenant shall pay to the Landlord all reasonable attorney's fees in respect thereof, unless the Landlord shall lose such action, in which case Landlord shall pay Tenant's reasonable attorney's fees and costs.

22. VENUE

This Lease shall be governed by the laws of the State of Colorado. Venue for any action brought under this Lease shall be the Boulder District Court.

23. ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties.

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date set forth opposite their respective signatures.

LANDLORD

COUNTY OF BOULDER, a body
corporate and politic

By: _____
Eric M. Lane, Director
Boulder County Parks and Open Space Department

Date

ATTEST:

Clerk to the Board

TENANT

Tenant's name

Date

Tenant's name

Date