

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **WELCH BROTHERS CATTLE LLC**, a corporation authorized to do business in Colorado (the “Contractor”). The County and the Contractor hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the County is undertaking certain activities for preservation of the historic ranching environment and ranch pasture/fence maintenance at Greenland Open Space (the “Property”) per RFQ #46-24; and

WHEREAS, the County desires to engage the Contractor to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Contractor has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. LINE OF AUTHORITY: Land Management Specialist/Ranger Lindsay Williams (the “Authorized Representative”) is designated as Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the Contractor under this Contract.

2. SCOPE OF SERVICES: The Contractor shall perform all services described under the Scope of Services as contained in the Request for Qualifications (RFQ) #46-24, labeled Exhibit A, and the Contractor’s Response to RFQ #46-24, labeled Exhibit B, attached hereto and incorporated herein, and as determined and directed by the County through its Authorized Representative as designated under this Contract, during the term hereof, in accordance with the terms set forth herein.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, which are mutually agreed upon between the County and the Contractor, shall be in writing and shall become part of this Contract upon execution.

The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term

hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Contract, the Contractor agrees to pay the County, and the County agrees to accept compensation from Contractor equal to \$20.00 per head per month for Contractor owned cattle occupying Greenland Ranch for the Term of this Contract or upon termination of this Contract in compliance with the Scope of Services in the Grazing Plan as indicated in Exhibit A. Any changes including any increase or decrease in the amount of the payment due to the County (i.e., infrastructure improvements and repair), which are mutually agreed upon between the Authorized Representative and Contractor, shall be in writing and shall become part of this Contract upon execution.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract by the County to the Contractor are **ZERO DOLLARS AND ZERO CENTS (\$0.00)** for the Term of this Contract. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on this **February 15, 2025**, and terminate at 11:59 a.m. on **December 31, 2034**. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. INVOICING PROCEDURES: Payments shall be made to the Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within thirty (30) days or within a mutually agreed-upon period after County has received complete invoices from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct. Full payment will be made upon receipt of an invoice when the completion of a project is to the satisfaction of the County.

7. CONFLICT OF INTEREST: The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.

8. INDEMNIFICATION: The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. The Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

9. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times, employees of the Contractor for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. ASSIGNMENT: The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

12. COUNTY REVIEW OF RECORDS: The Contractor agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Contractor shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines, and any other documents prepared by the Contractor in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The

Contractor waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Contract shall become the County's property. The Contractor shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

16. NOTICES: Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Contractor to:	Douglas County Open Space Attn: Lindsay Williams, Land Management Specialist / Ranger 100 Third Street Castle Rock, CO 80104 Ph: (720) 822-7384 Email: lwilliams1@douglas.co
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with a copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104 Ph: (303) 660-7414 Email: attorney@douglas.co.us
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and by the County to:	Welch Brothers Cattle, LLC Attn: Bob Welch 9895 Oak Springs Trail Franktown, CO 80116 Ph: (719) 651-8851 or (303) 648-3057 Email: bob.welch.731@gmail.com
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Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, email, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

22. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to this Contract or services performed pursuant to this Contract in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Contract, Sections 1 through 29
- 2nd Exhibit A- Scope of Services RFQ #46-24
- 3rd Exhibit B- Contractor's Response to RFQ #46-24
- 4th Exhibit C- Insurance Requirements

24. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. CONFLICT WITH EXHIBITS: If any Exhibit to this Contract, conflicts with the express terms of the Contract proceeding the Parties signatures, for the purpose of interpretation and enforcement the express terms of the contract are superior, supersede, and prevail.

26. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

27. INSURANCE: The Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Contractor shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Contractor's insurance coverage during the term of this Contract.

28. COUNTY EXECUTION OF AGREEMENT: This Contract is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

29. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

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Exhibit A
SCOPE OF SERVICES

2025 GREENLAND LIVESTOCK GRAZING
PUBLIC CONTRACT FOR SERVICES SCOPE OF SERVICES

BACKGROUND AND PROPERTY HISTORY:

Douglas County acquired the 2,465-acre Greenland (this acreage includes the 345-acre reserve grazing area for emergency use only and may require fencing and other improvements before use) Property in southern Douglas County through an open space grant from Great Outdoors Colorado. The land is owned by the Douglas County Board of County Commissioners in fee simple. The grazing property includes land within the Greenland Open Space. The property contains visual protection zones to protect the view shed from I-25, as well as other restrictions that minimize the impact of development on the adjacent open space.

The property is protected by a Deed of Conservation Easement held by the Douglas Land Conservancy (DLC). This Scope of Service (SOS) provides management requirements for livestock grazing on the Property, in accordance with the Conservation Easement to preserve and protect the Conservation Values of the Property as described in the Deed of Conservation Easement and the Baseline Documentation Report. All activities permitted by, and described in, this SOS must also meet all requirements set forth in the Conservation Easement, regardless of whether such requirements are explicitly set forth in this SOS, including any required approvals by DLC. The inclusion of an activity or use within this SOS does not obviate the County's need for the approval of DLC where such approval is expressly required by the Conservation Easement.

PRIMARY MANAGEMENT MISSION STATEMENT:

To contract with a Livestock Manager (contractor) to manage the Property for the purpose of preserving and protecting the Conservation Values defined in the Conservation Easement, while utilizing a high-density, short-duration cattle grazing program to benefit the health and vigor of native plant communities; help control noxious weeds; provide compatible outdoor recreation opportunities, including trails for hiking, biking, and horseback riding; and hosting interpretive programs, and special events all in accordance with the Conservation Easement and this Plan.

CURRENT USE AND MANAGEMENT OF THE PROPERTY:

Land Management: Control and reduction of noxious weeds are high priorities. A wide range of strategies are used in collaboration between Douglas County Open Space and Natural Resources (DCOSNR), Public Works/Operations, and volunteers. An assessment is required each spring to determine the success of the prior year's treatment, and to identify and prioritize treatments for the current year. The areas to be treated are mapped by Open Space staff, and weed spraying is conducted through the spring, summer and fall by the County Weed Manager's staff. In addition to spraying, specific areas may also be mowed. In order to limit the exposure of cattle to herbicide, the timing and location of spraying will be coordinated between DCOSNR and the contractor.

Grazing: Following significant research and interviews with ranchers, several years of contracted livestock grazing, and in consultation with the Natural Resource Conservation Service (NRCS), the County entered into a 10-year agreement in 2015 with a local rancher, to conduct high-intensity short-duration grazing on the Property, approximately 2465 acres in total.

The goals of this grazing regime are to improve the natural resources, reduce noxious weeds, enhance wildlife habitat, retain historic ranching in the County, contribute to agricultural sustainability, provide educational opportunities for the public, and serve as a model for other County open space and other open space agencies. A successful bidder will submit a plan that includes 2 rotations throughout the Greenland Open Space grazing areas (10 pastures), moving cattle a minimum of 7-15 days. Faster, more consistent rotation is encouraged.

Preference will be given to stocker cattle (yearling) operations. Cattle facilities were designed with stocker cattle in mind. The grazing season will extend from May 1st – September 30th. The contract administrator may extend the grazing season, with consent of the contractor, based on land management goals of the County.

The program was successful in working with the Natural Resource Conservation Service (NRCS) for the Environmental Quality Incentive Program (EQIP) which provided funding for cross fencing and to fund the development of water for the livestock and for wildlife.

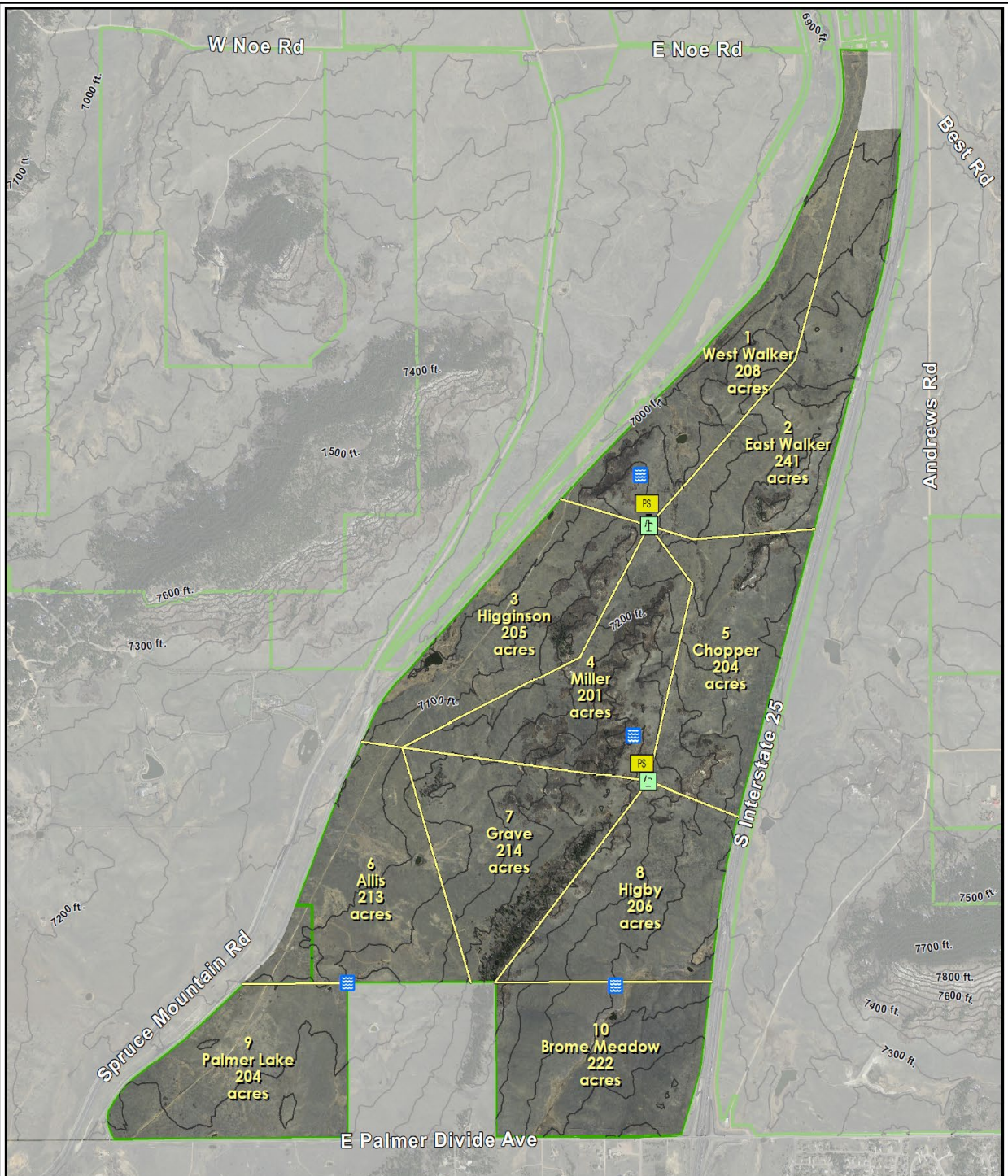
The existing grazing agreement will terminate at the end of 2024. Over its ten-year span, fence and water improvements produced a well-tuned grazing program. In this same time, we observed a reduction in noxious weeds, an increase in native plant populations, and increased water availability for both livestock and wildlife.

A map reflecting the grazing pastures is included in this Plan. The grazing program may provide for up to 300 - 400 head, the actual number will be determined by the contract administrator and the contractor annually.

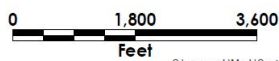
Maintenance of Fencing and Water: Maintenance of the perimeter fences, cross fences, corrals, and watering facilities are the responsibility of the grazing contractor. In addition, the contractor is responsible for the gates and signs on each pasture, and to manage the opening and closing of gates as the cattle are moved from pasture to pasture.

Maintenance of Trailhead and Trail: The County is responsible for maintaining the existing trailhead, including the minor improvements, and the trail. Trash is picked up on a regular schedule by an outside contractor who also replaces the dog bags at the trailhead. The porta-potty is pumped on a regular basis.

Public Recreation: Two public trailheads are available on the Property. North Greenland Trailhead is southeast of Noe Road adjacent to the railroad track. South Greenland Trailhead is north of County Line Road. A soft surface trail network loops through the property, and an old dirt surface Territorial Road connects the North and South trailheads. The trail network and road will remain open to the public at all times.



Greenland Open Space Proposed Fence and Water Development 2120 Acres



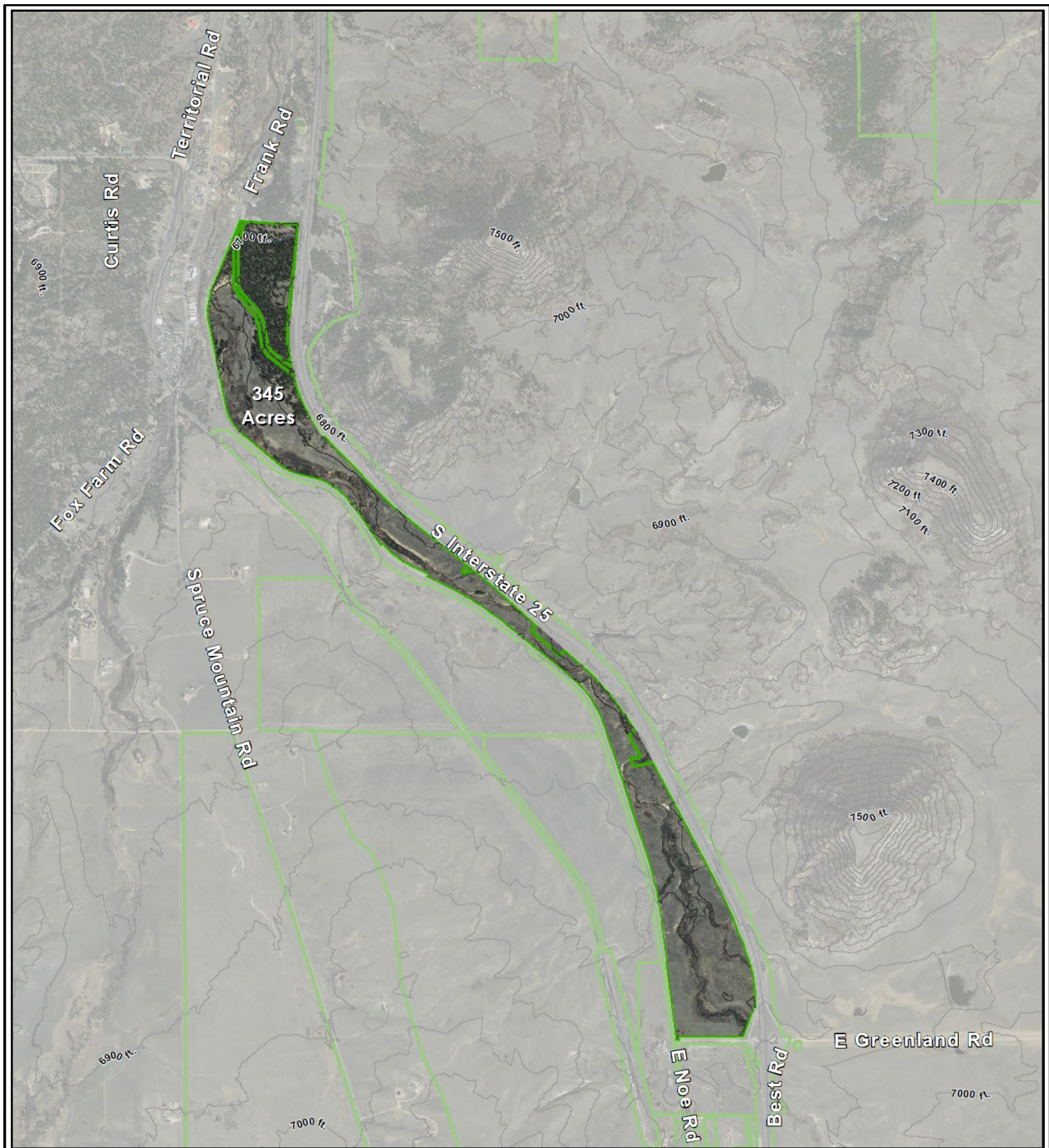
- PS Pumping Plant
- TW Water Well
- WF Watering Facility
- Proposed Fences
- 50 Foot Contour Line
- Open Space

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All data and information ("Products") contained herein are for informational purposes only. Although such Products are believed to be accurate at the time of printing, Douglas County does not warrant that such Products are error-free. Douglas County provides these Products on an "as is" basis without warranty of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Douglas County shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such Products, or the inability to use such Products or out of any breach of any warranty. The user acknowledges and agrees that the use of such Products is at the user's sole risk.

General questions about this or any other Douglas County GIS products, including errors, omissions, corrections and/or updates should be directed to the Douglas County GIS Division at (303) 660-7416.

Douglas County GIS Division
Philip S. Miller, GIS Manager, 1201 Third St.
Castle Rock, Colorado 80104

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Greenland Open Space Reserve Grazing Area Approximately 345 Acres

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Douglas County GIS Division
P.O. Box 100, 100 West 10th
Garden Grove, Colorado 80504



DOUGLAS COUNTY
COLORADO

0 1,800 3,600
Feet



Pond



50 Foot Contour Line



Open Space

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Exhibit B
METHOD OF PAYMENT

**Greenland Open Space
Livestock Grazing
Proposal**

**RFQ No. 046-24
submitted by Welch Brothers Cattle, LLC**

December 8, 2024
to
Douglas County Open Space
100 Third Street
Castle Rock, Colorado, 80104

Greenland Open Space Livestock Grazing Lease Proposal

submitted by Welch Brothers Cattle Company, LLC

1. Provide a detailed narrative of how you/your company would intend to embark upon this opportunity.

Because Welch Brothers Cattle has been the previous grazing lessee for DCOS Greenland property, our plan is to build on the successes we have enjoyed the previous 10 years.

From a general perspective, Welch Brothers envisions a partnership with Douglas County that meets the goals of all stakeholders.

The most important stakeholder is the resource itself. Together, we hope to continue to restore the rangeland and make it a place where wildlife flourishes and the general public can enjoy the beauty and openness it provides. An old ranching adage is, "If you take care of the land, it will take care of you." We strive to fulfill that ideal.

Along those lines, we also hope the resource will provide us with a measure of profitability while we maintain a connection to the County's ranching past. We enjoy seeing cattle grow and fatten in such an idyllic setting.

While we expect some level of support from the DCOS staff, we strive to make their jobs easier rather than more demanding. The rangers and office staff are already stretched thin, so Welch Brothers hopes to require minimal oversight from DCOS employees. Further, we recognize that as the grazing lessee, Welch Brothers becomes an ambassador for the grazing program and Douglas County Open Space to the general public by proxy. Because we interact with the public nearly every time we are on the property, we recognize the importance of friendliness and a willingness to explain the project and are willing to serve in that role.

More specifically, I believe Welch Brothers and DCOS should meet if we were to become the successful bidder to establish specific goals for the land or improvements for the term of this lease. Once those are in place, Welch Brothers will work diligently to complete them.

We will implement a high-density, short-duration cattle grazing program to invigorate native plant communities and control noxious weeds. During the grazing season I or my employees are always nearby to deal with escapees or other unplanned circumstances that arise. We will be in continual conversations with the Rangers and DCOS staff to keep the cattle off trail during events and monitor the grass. We will carry the necessary insurance and workman's compensation as outlined in the RFQ. Finally, we will pay the agreed-upon fee, accommodate the public access in all ways at all times and provide a comprehensive report at the end of the grazing season detailing all that transpired from an empirical perspective and an observational perspective.

- 2. Provide a complete description of yourself/your company to include the number of years you have been doing business in the State of Colorado and the prior experience you have had with similar contracts/arrangements. Please include information related to your ranching experience.**

Company Structure/Member Experience

Welch Brothers Cattle informally organized between three brothers: Bob, Andy and Wesley Welch and their wives, in 2010. The company then formally organized as a Colorado LLC in 2014. The brothers grew up on a ranch in El Paso County and were educated in ag-related fields at university. Each partner in the company has approximately 20 years in the ranching business. Andy and Wesley have made their primary living managing ranches their entire careers. Bob's full-time ranching career started in 2011. Since that time, Bob has managed between 750-1,000 yearlings in Douglas and Elbert Counties. Andy has managed the family's 1,000-head cow/calf herd based in Southeastern Colorado with operations in Montana and Texas for 20 years. Wesley has managed the Texas-based Spade Ranches since 2012. Spade Ranches is the 15th-largest cow/calf producer in the United States.

Welch Brothers has owned and run exclusively yearling stocker cattle. We do all our work horseback and practice low-stress livestock handling techniques. The responsibility structure for Welch Brothers Cattle is as follows:

Andy's primary role is to procure the cattle each year to be turned out. He works with cattle buyers to set standards for quality of cattle and cost tolerance. He then manages the backgrounding of these cattle in feed yards, wheat pasture and grass until they can be turned out in Douglas County. He also keeps the books.

Bob's primary role is procuring lease ground and managing the on-site day-to-day care of the cattle owned with assistance in bookkeeping and ranching duties from his wife, Kristen.

Wesley manages the marketing of the cattle to include risk management and sale negotiation.

Prior Experience with Lease Arrangements

Welch Brothers Cattle has successfully leased two properties (Spruce Meadows and Greenland) from Douglas County Open Space in the past and currently. Independently of Welch Brothers, Bob Welch has leased Sandstone Open Space for three years. Obviously, these arrangements are very similar to this proposed lease. Further, Bob's experience is almost exclusively on leased ground, under very similar contracts and arrangements as the Greenland Open Space project that include lands held in easement by Douglas Land Conservancy and Colorado Cattlemen's Agriculture Land Trust. Bob has also implemented and managed two separate EQIP projects.

Andy manages cattle on owned and leased land—including one ranch leased that is in conservation easements with The Nature Conservancy and Colorado Parks and Wildlife. An EQIP project has also been implemented on two different owned parcels that Andy manages. Much of the ground Spade Ranches operates is leased as well with various arrangements. All three brothers have worked closely with their various local NRCS and FSA agencies on many of the programs they offer in addition to EQIP.

3. Explain why you believe that you/your company is the best qualified for the award of this contract.

Welch Brothers Cattle, LLC is the best-qualified for the award of the Greenland grazing contract for several reasons.

First, Welch Brothers Cattle has successfully run this lease for the past 10 years. There have been little to no complaints about the cattle from the general public on Open Space in that time. In fact, all our interactions with the public are positive. As the public-facing representatives of Welch Brothers at Open Space, in addition to an ag economics minor, Bob has a public relations and journalism degree. His wife, Kristen, was an agriculture educator for 10 years. We have come to realize through this partnership we are not merely stewards of the land. We are also public relations agents on behalf of the County and the beef industry and we embrace and enjoy that opportunity.

Additionally, according to County employee estimates, the invasive, noxious weeds have been reduced by 70% with the integrated grazing program. Because we are the previous lessee, we are ready to hit the ground running. There will be no learning curve in the project, only a continued upward trajectory. Our goal is to help the County attain 100% noxious weed eradication on the property. Further, we spend everyday horseback and are skilled at our profession. We lease the neighboring property so more often than not; we are close by. We are in the prime of life, still willing and able to stand up to the physical rigors of ranching. We understand all aspects of the challenging nature of the cattle business and are comfortable riding the ups and downs of the markets and weather. For us, we are not dipping our toes into ranching, working a side-hustle or transitioning into a part-time retirement gig. This is our profession. In short, there is no one else who has the track record, experience, ranching tools, understanding, perspective and dedication as Welch Brothers Cattle.

Ten years is a long lease. The County took a risk working with us the first time we submitted a bid. At this point, we are a known commodity and the County can take comfort in knowing that for the next 10 years, they will have a partner they can count on. To wit, we have noticed the cattle gains slowly decreasing on Greenland the past 3-4 years. While it might simply be weather and cattle differences, this statistic could be a leading-edge indicator of overstocking. In our annual report to the County, out of an abundance of caution, we suggested reducing the stocking rate by 10% for the upcoming grazing season for whomever becomes the successful bidder. Very few operators would suggest such a move when profitability in the cattle business is driven largely by volume. We have the long-term interest of the resource in mind and are willing to make cuts for its long-term benefit over our short-term success.

What's more, we are local and native to Douglas County. All three brothers were born in this county and Bob—the primary caretaker—still resides in Franktown. That matters because when there are problems, the response is immediate. For every issue—from planning rotations and implementing EQIP or other capital improvements to fixing fence and returning escapees—the first contact is the cattle owner who lives within 15 minutes of the property. There are very few residents of the county who ranch at the scale of Welch Brothers, so it would be rare to find someone who lives here and owns the cattle. Because we own the cattle, we are more vested in

the outcomes and day-to-day management than someone who would take in cattle for an out-of-area owner.

Next is Welch Brothers Cattle's extensive experience in the ranching and land management industries. As explained above, all three partners have made ranching their life's work. What's more, we've all been recognized for our efforts. Bob was named Outstanding Conservationist by the Douglas County Conservation District in 2014 and serves on the Elbert/Douglas County Livestock Association and Ranching Heritage Association Boards of Directors. Andy's management garnered him the Bloom Stewardship Award for 2022, given by the Colorado State Land Board. The ranch he manages has also been recognized for Excellence in Range Stewardship by the Society for Range Management. He is a BeefCARE Certified Founding Member for Where Food Comes From's innovative verification program. Wesley's management of the Spade Ranches garnered him the 2017 NRCS Outstanding Wildlife Conservationist— Region 1 in Texas. He is on the Board of Directors for the Texas Livestock Marketing Association, Texas and Southwestern Cattle Raisers Association and the Ranching Heritage Association. All three brothers are members of the Colorado Cattlemen's Association and the National Cattlemen's Beef Association.

Finally, and no less important than the other qualifications, we believe DCOS will find Welch Brothers Cattle extremely easy to work with. This arrangement with public access, intense management practice requirements and a variety of stakeholders requires someone who can see the big picture and happily work to the satisfaction of all interested parties. We believe we have a track record with Douglas County Open Space of providing the necessary services to create successful outcomes for all involved with very little conflict along the way. Welch Brothers has enjoyed leasing this property as well as Spruce Meadows for the previous 10-12 years. We are the best qualified because we've done the job to the satisfaction of Douglas County and will continue to do so.

Video Links and News Article Link 2014

Conservationist of the Year

<https://www.youtube.com/watch?v=fCQxHd4yrYs>

Douglas County produced video on the Rangeland Restoration Program

<https://www.youtube.com/watch?v=X28SYiqTVbE>

Douglas County News-Press: "The Cattle Thrive, The Land Thrives"

<https://douglascountynewspress.net/stories/the-cattle-thrive-the-land-thrives-a-win-win-for-all,252541>

4. Provide a detailed fee/commission schedule to be paid to Douglas County.

Welch Brothers Cattle will turn out approximately 325 stocker yearlings weighing approximately 600 lbs. and proposes a **\$20.00 per head per month** fee to be paid in one lump sum (minus approved infrastructure improvement costs) no later than Oct. 30 annually. Should at any time Welch Brothers Cattle and the County desire to turn out a different class of cattle, the basis of \$20.00/hd/mo for a yearling steer at .7 AUM will be adjusted accordingly based on mutually- agreed upon AUM standards and stocking rates between DCOS and Welch Brothers.

Reasons for arriving at that bid

-Based on the USDA's National Agriculture Statistic Service, the average rent paid per month per animal unit across the state of Colorado in 2023 was \$20/aum.

-A yearling is usually classed at .6 to .8 of an animal unit, making the statewide yearling price \$12 to \$16/aum.

-We are above the market because we believe this operation fits into our current operation well, we have enjoyed much success in this partnership with the County and we desire to maintain this relationship.

-We wholeheartedly agree with the DCOS's vision for grazing Open Space, however, in the past 10 years have learned that this lease demands more planning, effort, insurance requirements, financial input and unusual challenges than most private leases due to a labor-intensive grazing rotation plan, constant public access to the property, County government requirements and continual infrastructure improvements. Any price higher than this proves unprofitable for us. If we can't have a sustainable profit, we will lose the morale and motivation to hold up our end of the bargain with the County. Our desire is for our business to remain profitable and be excited about our partnership in improving the resource. We are aware of all the additional costs of running on DCOS and feel this grazing lease is fair.

-This is an increase over the previous rate on Greenland and current rate paid by the lessee on the Spruce Meadows Open Space grazing arrangement. This amount represents an aggressive, inflation-driven adjustment.

-See the link below or an attachment for the USDA/NASS data.

<https://quickstats.nass.usda.gov/results/F14B755B-9A07-3242-AE56-8349EC1C596E>

Quick Stats

Navigation History: Data

Double click any cell below to filter the data by that item. Right click on column heading to pivot or hide columns.

Save:: Spreadsheet:: Printable:: Map:: (45 rows)

Program	Year	Period	Geo Level	State	State ANSI	watershed_co(Commo	Data Item	Domain	Domain Category	Value
SURVEY	2023	YEAR	STATE	COLORADO	08	00000000	RENT	RENT, PER ANIMAL UNIT - PRICE PAID, MEASURED IN \$ / MONTH	TOTAL	NOT SPECIFIED	20
SURVEY	2022	YEAR	STATE	COLORADO	08	00000000	RENT	RENT, PER ANIMAL UNIT - PRICE PAID, MEASURED IN \$ / MONTH	TOTAL	NOT SPECIFIED	19.5
SURVEY	2021	YEAR	STATE	COLORADO	08	00000000	RENT	RENT, PER ANIMAL UNIT - PRICE PAID, MEASURED IN \$ / MONTH	TOTAL	NOT SPECIFIED	19.5
SURVEY	2020	YEAR	STATE	COLORADO	08	00000000	RENT	RENT, PER ANIMAL UNIT - PRICE PAID, MEASURED IN \$ / MONTH	TOTAL	NOT SPECIFIED	19.5
SURVEY	2019	YEAR	STATE	COLORADO	08	00000000	RENT	RENT, PER ANIMAL UNIT - PRICE PAID, MEASURED IN \$ / MONTH	TOTAL	NOT SPECIFIED	18.5
SURVEY	2018	YEAR	STATE	COLORADO	08	00000000	RENT	RENT, PER ANIMAL UNIT - PRICE PAID, MEASURED IN \$ / MONTH	TOTAL	NOT SPECIFIED	19.5
SURVEY	2017	YEAR	STATE	COLORADO	08	00000000	RENT	RENT, PER ANIMAL UNIT - PRICE PAID, MEASURED IN \$ / MONTH	TOTAL	NOT SPECIFIED	19
SURVEY	2016	YEAR	STATE	COLORADO	08	00000000	RENT	RENT, PER ANIMAL UNIT - PRICE PAID, MEASURED IN \$ / MONTH	TOTAL	NOT SPECIFIED	17.5
SURVEY	2015	YEAR	STATE	COLORADO	08	00000000	RENT	RENT, PER ANIMAL UNIT - PRICE PAID, MEASURED IN \$ / MONTH	TOTAL	NOT SPECIFIED	17
SURVEY	2014	YEAR	STATE	COLORADO	08	00000000	RENT	RENT, PER ANIMAL UNIT - PRICE PAID, MEASURED IN \$ / MONTH	TOTAL	NOT SPECIFIED	17
SURVEY	2013	YEAR	STATE	COLORADO	08	00000000	RENT	RENT, PER ANIMAL UNIT - PRICE PAID, MEASURED IN \$ / MONTH	TOTAL	NOT SPECIFIED	17.5
SURVEY	2012	YEAR	STATE	COLORADO	08	00000000	RENT	RENT, PER ANIMAL UNIT - PRICE PAID, MEASURED IN \$ / MONTH	TOTAL	NOT SPECIFIED	17
SURVEY	2011	YEAR	STATE	COLORADO	08	00000000	RENT	RENT, PER ANIMAL UNIT - PRICE PAID, MEASURED IN \$ / MONTH	TOTAL	NOT SPECIFIED	15.3
SURVEY	2010	YEAR	STATE	COLORADO	08	00000000	RENT	RENT, PER ANIMAL UNIT - PRICE PAID, MEASURED IN \$ / MONTH	TOTAL	NOT SPECIFIED	15
SURVEY	2009	YEAR	STATE	COLORADO	08	00000000	RENT	RENT, PER ANIMAL UNIT - PRICE PAID, MEASURED IN \$ / MONTH	TOTAL	NOT SPECIFIED	14.7

- 5. Provide a list of at least three (3) current references to include name, title, address, telephone number, and email address for which you are currently furnishing or have in the past furnished services on a same or similar contract or agreement. The inability to contact references may be cause for rejection of your RFQ response.**

Sally Beck

Land owner of Spring Valley Ranch, leased by Bob in the southeast portion of Douglas County
2010 SW 80th Street, Ocala, FL 34476; (719) 330-9763
homeplacerockies@aol.com

Decky Spiller

Silver Spur Ranches, Kiowa Division Manager, Welch Brothers leases portions of the Bijou Springs Ranch from them in El Paso and Elbert Counties
5942 West Kiowa Creek Road, Elbert, CO 80106; (830) 285-6828 dspiller@spurranches.com

Galina Parmer

Manager of Haystack Ranch, leased by Bob in west portion of Douglas County 8305 S. Perry Park Road, Larkspur, CO 80118; (303) 929-5138 g.parmar2429@aim.com

Justin Griffith

Manager of Peter Koi Ranch, leased by Bob in southeast portion of Douglas County 8185 Kramer Ranch Trail, Franktown, CO 80116; (303) 868-2856 justin@griffithengineering.com

Seth Denbow

Senior Vice President, National Finance Credit Corporation of Texas, credit reference 410 E. Weatherford Street, Fort Worth, TX 76101; (817) 882-4700 ext. 309 seth@nationalfinance.org

- 6. All respondents must submit a written disclosure of any known potential conflicts of interest that may result during the course of performance of the services listed herein.**

Although Welch Brothers Cattle, LLC does lease another property (Spruce Meadows Open Space) from DCOS and Bob Welch leases a property (Sandstone) from DCOS, we are not aware of any potential conflicts of interest that may result during the course of performance of the services listed herein.

Exhibit C
INSURANCE REQUIREMENTS

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the **CONSULTANT or CONTRACTOR’s insurance coverage shall be primary** insurance. Any insurance or self-

insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non- contributory to the CONSULTANT or CONTRACTOR's insurance.

Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working

days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors Consultant or Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors.

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.