



San Juan County Conservation Land Bank

Request for Proposals (RFP) :

Fowler's Pond Preserve Seasonal Grazing Lease

CLOSES: March 27th, 2023



San Juan County Conservation Land Bank
350 Court St. No.6
Friday Harbor, WA 98250
www.sjclandbank.org

INTRODUCTION AND BACKGROUND

The Land Bank’s Fowler’s Pond Preserve is located on Orcas Island. The Preserve consists of a perennial stream, large and small ponds, grasslands, and mature forest with rocky outcrops. The property is managed primarily for ecological, scenic, and watershed values. However, in recent years seasonal grazing of sheep from April and October has been used to maintain approximately 12 acres of grasslands surrounding the ponds. The Land Bank would like to continue seasonal grazing by small ruminants to manage the grasslands using best management practices to protect water quality.

The property has limited resources to support seasonal grazing including access gates, roadside perimeter livestock fencing, and stock water from pond. Lessee will need to provide portable solar powered electric fencing and water lines and troughs. In addition to grazing, the past Lessee has mowed grasslands annually to reduce encroaching vegetation and improve forage.

The Request for Proposals (RFP)

The Request for Proposals (RFP) represents the Land Bank’s first step in identifying experienced farmers who wish to seasonally graze sheep at Fowler’s Pond Preserve with a short-term lease for the 2023 and 2024 seasons. Interested parties must submit a proposal describing interest, skills and abilities to manage a flock for the described purposes. See proposal contents below as well as the Draft Agricultural Lease included with this RFP as Exhibit A. The Seasonal Grazing Lease will include approximately **12 acres of grassland**. Sheep may be present no earlier than **April 1st and shall be moved off site by October 15th**.

The Lease will be offered for a rate of **\$500/year**, funds will go directly towards infrastructure and/or soil improvements. A lessee with capacity/ability to help with maintenance and/or improvements to soil, weed control, annual mowing, and/or fence infrastructure maintenance, could substitute assistance with this work in lieu of payment. Such arrangements will be negotiated and specified in the lease and shall be based on prevailing wage rates.

The Land Bank reserves the right to reject any or all proposals and discontinue this RFP process without obligation or liability. Final acceptance of any proposal will be conditional upon satisfactory negotiation and execution of the Agricultural Lease. Acceptance of a proposal will not create any rights on the applicant’s part, including and without limitation, rights of enforcement, equity, or reimbursement.

RFP PROCESS TIMELINE

EVENT	DATE
1. RFP Release Date	March 16 th , 2023
2. Proposal Due Date	March 27 th , 2023
4. Award Notification	March 30 th , 2023
5. Seasonal Grazing Access Period	April 1 st -October 15 th , 2023/24

LEASE AREA DESCRIPTION

Approximately 12 acres of grasslands bordering ponds, riparian habitats and mature forest. Pond water, perimeter livestock fencing, no power, and no structures. Access from Orcas Rd.

LAND BANK RIGHTS AND RESPONSIBILITIES

SJC Land Bank is the owner of the property and will interface with the Lessee regularly during the grazing season. During the term of the Lease the Land Bank reserves the right to access the lease area at any time as needed. The Land Bank will make every effort to coordinate with the Lessee and to minimize disturbance to operations. Land Bank Staff will coordinate with Lessee to develop a plan to ensure surrounding habitats and water quality are protected.

LESSEE MINIMUM QUALIFICATIONS

This RFP is open to experienced farmers with a demonstrated history of managing successful rotational sheep grazing operations in San Juan County. The Lessee will accept the Fowler’s Pond Preserve Lease Area "as is" in its present condition as shown during the Field Tour and described in the Draft Lease (Exhibit A). The Lessee will:

- Have a minimum of three years of experience with management intensive sheep grazing in San Juan County.
- Have the capacity to carry out all necessary farming operations.
- Have good communication skills and be comfortable interfacing with Land Bank staff.
- Pass a background check.

LESSEE RIGHTS AND RESPONSIBILITIES

The Lessee must meet all requirements of the Draft Lease, including but not limited to:

- Communicating and coordinating effectively with Land Bank staff for timing, access, areas to be grazed, and stewardship activities.
- Employing typical best practices for grazing, including maintaining minimum 3” stubble height
- Bearing financial responsibility for all expenses associated with operations.
- Grazing access may begin April 1st and flock and all equipment must be removed by October 15th.
- Carrying a comprehensive agricultural general liability insurance policy.
- Making Lease payments and/or completing agreed upon stewardship activities.

PROPOSAL CONTENTS

Proposals may be completed digitally or using ink (no pencil). Incomplete proposals will not be accepted. Please do not include any attachments or documents other than those listed below.

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Applicants Name

Mailing Address

Phone

Email

1. Experience and Qualifications
Describe your relevant experience that has prepared you to successfully execute the terms of the Fowler’s Pond Preserve Seasonal Grazing Lease. Provide details of your agricultural qualifications and experience specifically with rotational sheep grazing.

2. Vision and Goals

Describe grazing plan including animal units, rotational grazing and fencing strategies, stock water requirements, additional infrastructure requirements.

3. Stewardship Activities

Describe any proposed capacity/ability to help with maintenance and/or improvements to soil, weed control, annual mowing, and/or fence infrastructure that could substitute assistance with this work in lieu of payment.

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SELECTION CRITERIA

Proposals will be scored using the criteria presented below. Applicants may be asked to participate in an interview.

The following elements will be considered in evaluating proposals:

1. Completion of all required responses.
2. The extent to which the proposal fulfills the Land Bank’s requirements as stated in this RFP and the Draft Lease.
3. The applicant’s experience, skills, and past performance in managing similar operations.

CONTACT INFORMATION

Any questions about the Fowler’s Pond Seasonal Grazing Lease Area, this RFP, or to request a site visit should be directed to:

Charlie Behnke
360-830-7340
charlieb@sjclandbank.org

PROPOSAL SUBMISSION

Submit one copy of the proposal assembled in the order listed below. **Proposals must be received by 4pm on Friday, March 26th 2021.**

Submit by mail to:
Attn: Charlie Behnke
San Juan County Land Bank
350 Court St. No.6, Friday Harbor, WA 98250

Or submit by email to:
charlieb@sjclandbank.org

AGRICULTURAL LEASE

BETWEEN THE SAN JUAN COUNTY LAND BANK AND [INSERT NAME OF TENANT]

[COMPLETE AND REPLACE ALL BRACKETED INSERTS]

This Lease Agreement is entered into between Lessor San Juan County, acting through the San Juan County Land Bank ("Land Bank") and Tenant [INSERT NAME OF TENANT]("Tenant").

WHEREAS, the Land Bank is the owner of a [43]-acre parcel of agricultural land ([272331005000 AND 272242001000])on [ORCAS RD] on [ORCAS ISLAND], known as the [FOWLER’S POND PRESERVE] (“Farm”); and

WHEREAS, the Tenant wishes to lease a portion of the Farm from the Land Bank exclusively for agricultural purposes.

NOW, THEREFORE, the parties agree to enter into this agricultural lease on the following terms and conditions:

1. **Leased Property.** The Land Bank agrees to lease approximately 12 acres of the Farm to the Tenant, and the Tenant agrees to lease the Farm from the Land Bank. The Property is legally described in Attachment A.

2. **Term.** The Lease term shall commence on **APRIL 1st 2023** and shall terminate on **DECEMBER 1st 2024**.

3. **Rent.** The rental payment shall be [**\$500**] per year, payment of which is to be paid to the Land Bank by the December 1st of each year and is delinquent if not paid on or before the tenth day of that month. Rent shall be paid to the Land Bank at the address stated below or at such other place as the Land Bank designates.

4. **Rent Adjustments.** If by mutual agreement in writing, Tenant may assist the Land Bank with soil, grassland, and infrastructure improvements in exchange for a rental payment reduction calculated at an hourly rate. Any such agreement shall be subject to prevailing wage requirements. Tenant shall submit payment or a statement of stewardship activities completed no later than December 31 of each year, which shall be delinquent if submitted more than ten days after such date. Agreed upon stewardship activities via this provision are described in Attachment C.

5. **Late Charges.** If payment of the annual rent is more than 30-days late, a late fee of 10% of the amount of the monthly rent can be charged for each month that the rent is overdue. Nothing in this paragraph shall prevent the Land Bank from exercising its rights under paragraph 19.

6. **Property "As Is."** The Tenants are leasing the Farm "as is" in its present condition. The agricultural and other characteristics of the Farm, its current use and existing improvements, are described in a Present Conditions Report prepared by the Land Bank and acknowledged by the Land Bank and the Tenant to be complete and accurate as of the date of this Lease. The report is attached to this Lease as Attachment B. By signing this Lease, Tenants acknowledge that they are personally familiar with the condition of the Farm, and agree to lease said property in its existing condition. Tenants agree to maintain and repair existing structures. The Land Bank shall have no obligation with regard to the maintenance and repair of the Farm during the term of this Lease [**INCLUDE ANY EXCEPTIONS**].

A. **Invasive Species Management.** Owner has overall management for treatment, removal, disposal and prevention of seed dispersal of all noxious weeds and invasive species on the Farm (whether or not required by law), including those growing along fences, ditches or other improvements, field borders, rights-of-way, drains, roads and other uncultivated areas. However, Tenant acknowledges that Owner may not control all noxious weeds and invasive species (except when control is required by law) for a variety of reasons.

B. **Non-pasture areas.** Owner will be responsible for management of all non-pasture areas of the property.

7. **Permitted Uses.** This Lease is solely for agricultural purposes as described in the Farm Plan of the Tenant which is attached to this Lease as Attachment C. Minor changes to the Farm Plan may be made by written consent of the Land Bank staff. Significant changes must be made through the Lease amendment process. By way of example, adding cattle to the farm plan may be done by written consent of staff. Changing the plan to include crop production must be through formal amendment.

8. **Farming Practices.** Lessees may use the Farm for their farming or other agricultural activities as provided for in paragraph 7 and for no other purpose, and in so doing shall:

A. Use farm practices consistent with the Farm Plan as set out in Attachment C; and

B. Comply at all times with all applicable federal, state and local laws, codes and regulations regarding use of the Farm for farming and other agricultural activities; and

C. Cut all fields and edges of roads and take other measures reasonably necessary to prevent noxious weeds from going to seed on the Leased Property; and

D. Maintain all boundary fence lines, including annual mowing of vegetation, and conducting routine fence repair and upkeep.

E. Prepare an annual written summary of the year's activities and meet with the Land Bank staff at the end of each [DECEMBER] to review the year's agricultural and stewardship activities on the Farm.

9. **Environmental Indemnity.** Tenant agrees to indemnify the Land Bank, to the extent provided by law, for any actions, damages, liability or expenses under federal, state or local environmental laws for environmental conditions existing on the Farm after the execution date of this Agreement, including but not limited to any claims, damages or losses arising from the improper storage, disposal, transportation or treatment of solid or hazardous waste on or around the Farm, including but not limited to fertilizers, pesticides, herbicides, paint and other toxic materials on or around the Farm; noise control concerns on or around the Farm; and any other violation or alleged or potential violation of a county, state, or federal environmental law.

10. **Expenses.** The Tenants shall pay all expenses incurred in connection with the Tenant's farming activities.

11. **Ownership and Disposition of Improvements.** No improvements or structures shall be added to the Farm without the written consent of the Land Bank. Approved improvements or structures are listed in Attachment D. Additional improvements or structures shall be approved by an amendment to Attachment D. This written amendment shall be signed by both the Tenant and the County Administrator and include the ownership of the

improvement, required insurance coverage, if any, and the agreed disposition of the improvement upon the termination of the Lease. Each such consent shall be executed in the form of a deed and recorded as an amendment to this Lease.

12. **Personal Property.** Any and all personal property in and about the premises belonging to the Tenant or the Tenant's agents or invitees or any person claiming by, through or under the Tenant, shall be at the sole risk of the Tenant. The Land Bank shall in no event be responsible for insuring said personal property, and the Tenant agrees to hold the Land Bank harmless from any claim made by a third party asserting damage to any such personal property.

13. **Inspection.** The Land Bank may, at any reasonable time, enter upon the Farm to inspect the same or to perform any work which the Land Bank has the right or the duty to perform. The Land Bank may schedule educational or site tours by the public with seven days advance notice to the Tenant.

14. **Free of Liens.** The Tenant will keep the Farm free and clear of all liens of any nature whatsoever.

15. **Insurance.** The Tenant shall maintain [INSERT FARM OR GENERAL] comprehensive liability insurance in an amount not less than \$1,000,000, or if greater, to the limit of the policy for combined single-limit bodily injury, including wrongful death, or property damage to defend and indemnify all activities and services covered by this Agreement with a commercial insurance carrier protected under the State of Washington Guaranty Fund or with a risk pool approved by the Insurance Commissioner. Such insurance shall be endorsed to include San Juan County, its officers, elected officials, employees and agents as an additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the Land Bank.

Each insurance shall be endorsed to include language containing a "cross liability" or "separation of insureds" indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in the coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom a claim is made or a suit is brought. Any payment of a deductible or self-insured retention shall be the sole responsibility of the Tenant.

16. **Indemnification.** The Tenant agrees to indemnify and hold the Land Bank harmless from any claim for damage to person or property made by the Tenant or any of its agents or employees or anyone else claiming by, through or under the Tenant, or by any visitor, invitee or other person.

The parties release each other and their respective authorized representatives from any claims for damage to any person or to the premises and to the fixtures, personal property, Tenant's improvements and alterations of either the Land Bank or the Tenant in or on the premises that are caused by or result from risk insured under any insurance policies carried by the parties and in force at the time of such damage.

17. **Subleasing and Assignment.** Tenant shall not sublease or assign this Lease or any of their rights thereunder to any other party without the written permission of the Land Bank.

18. **Dispute Resolution.**

A. Any controversy or claim arising out of or relating to this Lease that is not resolved through mediation, shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party. The arbitration shall be held in San Juan County before a single arbitrator selected by the agreement of the parties. If the parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of San Juan County in accordance with the procedures set out in RCW 7.04A.110.

B. Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.

C. The parties agree that, with the exception of the circumstances set out in RCW 7.04A.230, the arbitrator's decision shall be binding, final and not appealable to any court of law.

D. Each party shall pay its own costs of arbitration including attorney's fees. The arbitrator's fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.

E. This Lease shall be governed by laws of the state of Washington, both as to interpretation and performance.

19. **Default.** This Lease is subject to Tenant's performance of the duties set out in this Lease. If Tenant defaults in performance of the of the duties, and the breach continues for more than [NUMBER] days after Tenant receives written notice of the default, the Land Bank may, at its option:

- A. Pursue any legal remedy to recover for the breach, and continue this lease agreement in force; or
- B. Declare this Lease agreement forfeited, reenter the Farm and remove all Tenant's property from the Farm; or
- C. Terminate Tenant's right to possession of the Farm.

Upon surrender of the premises, the Tenant shall give up ownership of any crops on the Farm at the time of the default.

20. **Condemnation.** If the Farm, or any part of the Farm, shall be taken by condemnation or eminent domain or sold under threat thereof and the remaining portion is not reasonably suited for the Tenant's use, then this Lease may be terminated by either party as of the date of the taking by notice given by either party to the other within sixty (60) days after the taking. If not terminated the rent shall be equitably adjusted. The date of the taking shall be considered as the date the condemner takes possession of the property.

21. **Nonwaiver.** The failure of either the Land Bank or the Tenant to insist upon strict performance of any covenant or agreement of this Lease shall not be construed as a waiver of such covenant or agreement, each of which shall remain in full force and effect.

22. **Notices:** Any notice required to be sent by either party to the other shall be effective if sent by United States Mail, registered or certified, return receipt requested, postage prepaid and addressed to the Land Bank or the Tenant as follows:

San Juan County	Tenant
Land Bank	[INSERT NAME]
350 Court St. #6	[INSERT ADDRESS]
Friday Harbor, WA 98250	[INSERT CITY, STATE, ZIP]

23. **Binding Effect.** This Lease is the entire agreement of the parties and can be modified only by written agreement. The Lease shall be binding upon the Land Bank and the Tenant, and their respective successors, administrators, executors, heirs and assigns. No modification or alteration to this Lease shall be effective without a written change signed by the party bound thereby. The provisions of this Lease shall be interpreted in accordance with the laws of the state of Washington.

24. **Recordation.** This Lease will not be recorded by the Land Bank.

ATTACHMENT A
LEGAL DESCRIPTION

Fowler to Land Bank

94030719

EXHIBIT A
LEGAL DESCRIPTION

PARCEL "1"

Parcel "A" as shown, described, located and monumented by that certain Record of Survey commonly for Dorothy Fowler, recorded May 8, 1992 in Volume 11 of Surveys, at page 130, under Auditor's File No. 92179809, records of San Juan County Washington being located within a portion of the Southwest Quarter of the Northeast Quarter; the Southeast Quarter of the Northwest Quarter; the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter all in Section 22, Township 37 North, Range 2 West of W.M.

EXCEPT any portion lying or situate within County Road No. 4 (Orcas to Olga Road) therefrom.

PARCEL "2"

Parcel "B" as shown, described, located and monumented by that certain Record of Survey commonly for Dorothy Fowler, recorded May 8, 1992 in Volume 11 of Surveys, at page 130, under Auditor's File No. 92179809, records of San Juan County Washington being located within a portion of the Southwest Quarter of the Northeast Quarter; the Southeast Quarter of the Northwest Quarter; the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter all in Section 22, Township 37 North, Range 2 West of W.M.

EXCEPT any portion lying or situate within County Road No. 51 (West Crow Valley Road) therefrom.

SUBJECT TO:

1. Certificate of Surface Water Right, dated November 4, 1960, executed by H.E. Fowler, recorded November 9, 1960, in Volume 12, of Miscellaneous Records, at page 34, under Auditor's File No. 52784, records of San Juan County, Washington,

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ATTACHMENT B

PRESENT CONDITIONS REPORT

Approximately 43 acres property with a large and small pond with 12 acres of grassland bordered by mature forest.

Weed populations have been actively managed, though populations of blackberry, thistle and tansy ragwort exist mostly on the margins.

The grasslands have been seasonally grazed with sheep and mowed as needed to maintain open conditions.

Perimeter livestock fencing. Will require portable solar electric fence to keep out of ponds/riparian areas and rotationally graze.

Stock water is available from the ponds via siphoning to trough.

No potable water, power or structures available on property

ATTACHMENT C
FARM PLAN

1. Season – Livestock pastured spring – fall, dependent on the availability of forage, condition of soil (wetness).
2. Rotation – Livestock will be rotated throughout the grasslands using temporary electric fencing, and will be moved to leave at least 3” of stubble height of forage to support healthy regrowth.
3. Weed control – Tansy ragwort and other weeds will be controlled manually or through use of herbicide (spot spraying) in early stages- usually April or May.
4. Mowing – Fields will be mowed in fall as needed to maintain open conditions and encourage robust spring growth.
5. Fences- fence inspection and repair will occur each spring. Repairs and maintenance of fence will be ongoing in collaboration with the Land Bank.
6. Livestock will be kept out of riparian areas and ponds using temporary electric fencing, with the exception of grazing trials arranged jointly between the Land Bank and the Tenant.
7. Stock water will be transferred from ponds to stock troughs.

ATTACHMENT D
ALLOWED IMPROVEMENTS/STRUCTURES

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ATTACHMENT E
Stewardship Activities – Rental Exchange Work Plan

In exchange for use of the property the tenant agrees to provide a variety of stewardship services. The following list of services has been discussed by the tenant and landlord to serve as the exchange for the 2021-2022 calendar years.

The tenant will:

1. Inspect, maintain and repair fences as needed.
2. Conduct manual and/or herbicidal control of tansy ragwort or other target weeds identified by Land Bank staff. Herbicide will be applied by means of spot spraying plants.
3. Mow fields (as needed) in fall to help maintain open conditions.