



*"Preserving Our Past, Enriching Our Present, Building Our Future"*

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## **CITY OF JACKSON**

### **Request for Proposals for CATTLE PASTURE AGREEMENT for the City of Jackson**

#### **RFP No. 2016-04**

#### General Information

The City of Jackson (hereinafter "City") is seeking proposals for the use of the Oro De Amador Pasture area, and will receive proposals in the City Manager's office, 33 Broadway, Jackson, California, 95642, 3:00 p.m., on November 21, 2016.

The land to be used by the successful proposer is described in this Request for Proposal (hereinafter "RFP"). The general use will include the use of 147 acres of property for Cattle Grazing.

Proposals shall be submitted and clearly marked as follows: "Cattle Pasture Agreement – Attn: City Manager."

All responsive proposals shall be reviewed and evaluated by the City in order to determine which proposal best meets the City's criteria for this Project.

The City reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.

Michael Daly, City Manager  
City of Jackson  
33 Broadway  
Jackson, CA 95642

#### **PROJECT DESCRIPTION**

The City of Jackson owns the 147 acre "Oro De Amador" property within the city limits. Since 2008, the City has allowed the grazing of this property by the contractor who was last selected to use the property for this purpose. A sample agreement is attached that describes the use of the property and the terms and conditions of the use.

#### **SELECTION PROCESS**

City staff will review all proposals and, if appropriate, discuss the proposals prior to making a recommendation to the City Council for approval.

### **EVALUATION CRITERIA**

All proposals will be reviewed by City staff. The City reserves the right to interview selected proposers. It is anticipated that if any interviews are necessary, they will be scheduled prior to the November 28, 2016 City Council meeting. The highest proposal (in terms of dollars per year) is likely to be the selected contractor recommended to the City Council.

The City does reserve the right to cancel this Request for Proposal for any reason without any liability or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment, or offer of purchase. The City makes no representation that any contract will be awarded to any respondent to this solicitation. The City also reserves the right to reject any and all proposals at its sole discretion. The contract, if awarded, will be awarded to the firm whose proposal is considered the best value to the City and will be determined on responsiveness, completeness of services and price.

### **QUESTIONS**

Questions regarding this RFP are to be directed by e-mail to Michael Daly, City Manager, at [mdaly@ci.jackson.ca.us](mailto:mdaly@ci.jackson.ca.us). If a question arises during the review of this RFP, a proposer should submit in writing questions for clarification. All questions must be submitted in writing prior to 3:00 p.m. on November 15, 2016. A response to all questions will be issued as soon as possible.

**CATTLE PASTURE AGREEMENT  
BY AND BETWEEN  
THE CITY OF JACKSON  
AND**

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This Cattle Pasture Agreement ("Agreement") is entered into by and between the City of Jackson ("Lessor"), a California municipal corporation, and \_\_\_\_\_ ("Lessee"), on this 31st day of December, 2016, for the lease of certain real property known as the Oro de Amador property, situated immediately northeast of Jackson and accessed from New York Ranch Road, as depicted in the map attached as Exhibit "A" (the "Property").

**AGREEMENT**

**NOW THEREFORE**, with respect to the mutual covenants and considerations set forth herein, the Lessor and Lessee agree as follows:

1. This is a seasonal pasture lease and not a cattle care agreement as all duties for preparing the Property to take in cattle, all feed, water and care, and all cattle handling and management shall be provided by Lessee and none by Lessor.

2. The period of use shall be the six months from November 1, 2016 until May 1, 2017. If, however, there is insufficient stock water available November 1st, turn out shall be delayed and if in the reasonable judgment of Lessor feed or water resources will not support cattle until May 1, Lessor shall coordinate with Lessee about removing some or all of the cattle early. There shall be every reasonable effort taken to leave 750 lbs of residual dry material (RDM) on each acre of the Property.

3. The portion of the Property useful for grazing is 147 acres, and based on ten acres per cow/calf pair, Lessee may turn out 14 head of cows with calves on the Property.

4. The cattle will bear the registered brand of \_\_\_\_\_ and Lessee will notify Lessor 48 hours prior to turn out. The rent shall be a total of \$ \_\_\_\_\_.

5. Lessor provides no guarantee as to feed, water, cattle gain, cattle death or cattle loss. Lessee shall timely remove any dead animals from the Property. Lessee defend, indemnify, and hold Lessor fully harmless as to any liability associated with this lease, including but not limited to injury or loss on or off the Property due to escaping cattle.

6. Lessee shall maintain an insurance policy insuring against all liabilities with the City of Jackson an expressly named additional insured. Lessee assumes all risk associated with the running of these cattle, which extends to Lessee, his employees, helpers, family and guests. Lessee expressly agrees to assume risks associated with the Property, specifically including wire, trash, mining equipment, old structures, pits, the dam, and tailing chemicals such as mercury and arsenic. Lessee shall examine the Property and accept possession in its present condition relying on its own inspection and not any representations by Lessor or its agents. Lessee agrees to keep the Property orderly, clean and maintained. Lessee further agrees to remove from the Property at the conclusion of this lease anything placed on the Property.

7. Lessee shall not turn out cattle until all fences and gates are fully maintained and secured to constitute legal fences that can turn cattle. The ranch survey attached as Exhibit "B" indicates areas which required fence attention in 2009 and also identifies three water gaps which will need to be inspected after rain events.

8. Lessee understands that the Property is adjacent to town, housing, public roads, tourist sites and is therefore subject to unauthorized public access, and Lessee acknowledges the necessity of keeping an ongoing vigilant fence maintenance effort.

9. Lessee shall, at all times, fully comply with all laws and regulations governing the operations of his ranching enterprise and as would apply to the grazing of cattle on the Property.

10. Lessor shall have the right to enter and inspect the Property at all times.

11. This lease may be terminated by either party by giving no less than 30 days notice.

12. Lessee shall not assign this lease or encumber the Property in any respect.

13. Lessee agrees to pay Lessor all costs, expenses and attorneys fees if it becomes necessary to enforce any component of this lease or take any default action or to remove Lessee or recover possession of the Property.

14. Lessee agrees not to allow any hunting or the discharge of firearms on the Property.

**IN WITNESS THEREOF**, the Lessee and Lessor hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated on the day and year first written above.

**City of Jackson**  
**a California Municipal Corporation:**

\_\_\_\_\_ :

\_\_\_\_\_  
Michael Daly  
City Manager

\_\_\_\_\_  
Name  
Its: \_\_\_\_\_