

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing assistance in the stewardship and maintenance for the Friedlander Property as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 26-095, Friedlander Grazing Lease

Description: Assist in the stewardship and maintenance of designated areas of the Friedlander Property not currently being utilized for recreational purposes and provide revenue for the maintenance and management of park properties.

Receiving Period: Prior to 2:00 p.m., Wednesday, January 14, 2026

Bid Opening: Wednesday, January 14, 2026, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions: A **MANDATORY** pre-proposal and site visit will be held Tuesday, December 16, 2025, 9:30 am at 3421 Friedlander Road, Lake Wales, FL 33898. An authorized representative or agent of the Proposer must be present at the meeting and site visit as evidenced by their signature on the meeting's sign-in sheet, or the Proposer's Proposal will be considered non-responsive.

To receive a copy of Exhibit A and Exhibit B, please go to the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "RFP 26-095, Friedlander Grazing Lease.zip", select "Open" or "Save As" to download the RFP document. If you need assistance accessing this website due to ADA or any other reason, please email Jason Flucker-Williams at jasonfluckerwilliams@polkfl.gov.

Questions regarding this RFP must be in writing and must be sent to Jason Flucker-Williams, Procurement Analyst, via email at jasonfluckerwilliams@polkfl.gov. All questions must be received by Tuesday, December 23, 2026, 2:00 p.m.

RFP REGISTRATION

You must register using this form to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 26-095

RFP Title: Friedlander Grazing Lease

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #26-095, Friedlander Grazing Lease” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	26-095
RFP Title	Friedlander Grazing Lease
Due Date/Time:	January 14, 2026, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County’s secure electronic submittal website, Kiteworks. Proposers must email jasonfluckerwilliams@polkfl.gov at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

“RFP 26-095 Tab 1”

“RFP 26-095 Tab 2”

“RFP 26-095 Tab 3”

“RFP 26-095 Tab 4”

“RFP 26-095 Tab 5”

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Jason Flucker-Williams at jasonfluckerwilliams@polkfl.gov.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 26—095
Friedlander Grazing Lease

Sealed proposals will be received in the Procurement Division, Wednesday, January 14, 2026, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the “RFP”). The failure of a responding proposer (a “Proposer”) to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the “County”) which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County’s website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a “Proposal”) to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Jason Flucker-Williams, Procurement Analyst, via email at jasonfluckerwilliams@polkfl.gov. **All questions must be received by Tuesday, December 23, 2026, 2:00 pm.**

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer’s responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

Introduction/Background

The Polk County Environmental Lands Program was voter approved in November of 1994. In 2022, a referendum to continue the Environmental Lands Program was voter approved. The purpose of the program is to acquire, preserve, protect, manage, and restore environmentally sensitive lands, water resources and important wildlife. Properties purchased may be used for nature-based recreation, provided such uses will not disturb or degrade the environmental quality of the site and is compatible with the purpose of the program.

Restoration is a component of management for the Environmental Lands Program and grazing is a tool that can be used as part of this management. The Friedlander property is one of the sites under the Environmental Lands Program. This site has areas that are slated for future restoration. In the interim grazing would be a beneficial tool for these areas.

Objective

The objective of this grazing lease is to obtain assistance in the stewardship and maintenance of these land parcels by utilizing domestic cattle grazing as a tool in the maintenance of pastures and native ranges and provide revenue for the maintenance and management of the County environmental land. Grazing activities and requirements should not restrict the movement of wildlife through the leased area. Approximately 633 acres will be included in the grazing lease.

It is the intent of the County to enter into an agreement with one vendor.

Scope of Services

The property is located at 3421 Friedlander Road, Lake Wales, FL 33898. A location map to the property and an aerial map (Exhibit A) outlining the grazing areas are attached.

The Lessee will be required to accomplish certain management activities for the Friedlander property which include grazing management, pasture management, and invasive exotic plant control. The County supports the utilization of grazing as a tool in the maintenance of pastures and native ranges until restoration can occur. For more information, refer to the Lease Agreement (Exhibit B).

The successful proposer must have experience with grazing leases on public lands.

Specifications

1. Details can be found in the Grazing Lease Agreement (Exhibit B, Refer to sections 6 and 8)

ADDITIONAL REQUIREMENTS AND PROHIBITIONS

Please refer to section 8 subsection L.

COUNTY PARTNERSHIP RESPONSIBILITIES

The Project Manager will be responsible for overseeing this project to ensure that the partnership is successful, and that implementation is consistent with the terms of the cattle grazing lease specified within this RFP. Carrying out this responsibility will require the Project Manager or designee to visit the property to inspect the leased area. The Project Manager or designee and the Lessee will meet annually, at a minimum, to review the terms of the lease and maintenance plan. If an agreement on the plan cannot be reached between the two parties the lease agreement will be terminated and the Lessee will have 60 days to remove all grazing animals, and portable free-standing panels / pens, etc. Any animals left after that time frame will become the property of the County.

PAYMENT

As directed in section 4, subsection C of the Grazing Lease Agreement.

TERM OF THE LEASE

The term of the lease will be for a five (5) year period.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Introduction:

Introduction letter describing your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person. (One page, single or double sided)

Tab 2, Experience and Expertise (50 Points)

- Provide a list of your company's current personnel to include their title/position.

- Vendor should be currently working within the cattle industry or veterinarian occupation for a minimum of 3 years and must provide a resume for project manager and all key personnel that will be managing the property demonstrating the services as outlined in the scope of work. (1 page single or double sided for each resume)
- Provide five (5) references from clients in which the vendor has provided similar size and scope services, three (3) of which must be on public lands, demonstrating experience with invasive plant management, the cattle industry or veterinarian occupation field as the prime within the last ten (10) years. Must have had a minimum of one (1) public land lease for at least five (5) years. References must include:
 - o Company Name/ Client Name
 - o Project description
 - i. To include acreage, number of cattle, invasive plant management
 - o Project address
 - o Current contract person
 - i. To include phone number and email address
 - o Start and end date of lease
 - o Demonstration that vendor has experience managing cattle with public access to the property.
 - o Was lease terminated? If yes, please explain why in further details.
 - o Provide any client complaints or notices of default for each lease
- Provide a list of all leases in which your company was listed as the lessee within the past ten (10) years. List must include:
 - o Company Name/ Client Name
 - o Project location/ address
 - o Contact person

Tab 3, Interaction with Public Agency Grazing Leases (30 points)

- Describe the firm’s experience with providing similar size and scope of work as outlined in this RFP, demonstrating their experience operating cattle on government owned properties that are open to the public. (One page, single or double sided)
- Must demonstrate a communications plan to respond to emergencies within 4 hours.

Tab 4, Certifications (10 Points)

- There will be a maximum of ten (10) points allocated for this Tab.
 - o If the Proposer’s Project Manager is a FL Certified Prescribed Burn Manager, then ten (10) points will be allocated.

- Provide copies of certifications.

Tab 5, Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients, public entities for the projects identified under Tab 2.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
 - Average Score between 9-10 (10 Points)
 - Average Score between 7-8 (8 Points)
 - Average Score between 5-6 (6 Points)
 - Average Score between 3-4 (4 Points)
 - Average Score between 1-2 (2 Points)
 - Average Score of 0 (0 Points)

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the “Selection Committee”) that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County’s discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Certification (Tab 4)-10 points
 - Surveys of Past Performance (Tab 5)-10 points
- Subtotal Points-20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tab 2)-50 points
 - Interaction with Public Agency Grazing Lease (Tab 3)-30 points
- Subtotal Points-80 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions apply to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting

documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.)

demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.)

demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the “Experience and Expertise” criterion (which shall be worth 25 points for the purpose of this example) as “Very Good” (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member’s total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member’s total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-scored Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User division, with the assistance of the Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds \$100,000. The County Manager may execute contracts that do not exceed \$100,000 in total.

GENERAL CONDITIONS

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

COMMUNICATIONS

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected Consultant, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt vendors, Employers Liability in the amount

of \$1,000,000. Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order is issued.

INDEMNIFICATION

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees; provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the

commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Consultants that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Consultant or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Consultant or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners or County Manager, as applicable. Persons or Consultants which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

INVOICING AND PAYMENT: The successful proposer shall submit a properly certified invoice to the County at the contract prices. **An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal, or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/business/procurement/protest-procedures/>.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful Consultant will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.

PUBLIC RECORD LAWS

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLK-COUNTY.NET**

Scrutinized Companies and Business Operations Certification; Termination.

- Certification(s)
 - (I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
 - (II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:
 - (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
 - (iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.
- Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:
 - (i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the

Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

Proposers Incorporation Information (Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): _____ does:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
- In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: _____

Date: _____

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND
PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, Procurement will only use those identified under Tab 2.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Cattle Grazing Lease for Hillsborough County Fire Station), Etc.
COST OF SERVICES	Cost of services (\$50,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2022)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

- The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
- The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
- The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 5
- Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

**Survey Questionnaire – Polk County
RFP 26-095 Friedlander Grazing Lease**

To: _____ (Name of Person completing survey)
 _____ (Name of Client Company/Consultant)
 Phone Number: _____ Email: _____
 Subject: Past Performance Survey of Similar work:
 Project name: _____
 Name of Vendor being surveyed: _____
 Cost of Services: Original Cost: _____ Ending Cost: _____
 Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cattle	(1-10)	
2	Ability to maintain pastures for invasive species	(1-10)	
3	Ability to maintain pasture fencing	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Professionalism when interacting with the public	(1-10)	
6	Ability to communicate with staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Overall Client satisfaction and comfort level in hiring	(1-10)	
11	Ability to offer solid recommendations	(1-10)	
12	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____
 Signature of Evaluator: _____
 Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-095, Friedlander Grazing Lease

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: _____

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20__.

ATTEST:

CONTRACTOR:

By: _____

By: _____

PRINTED NAME: _____

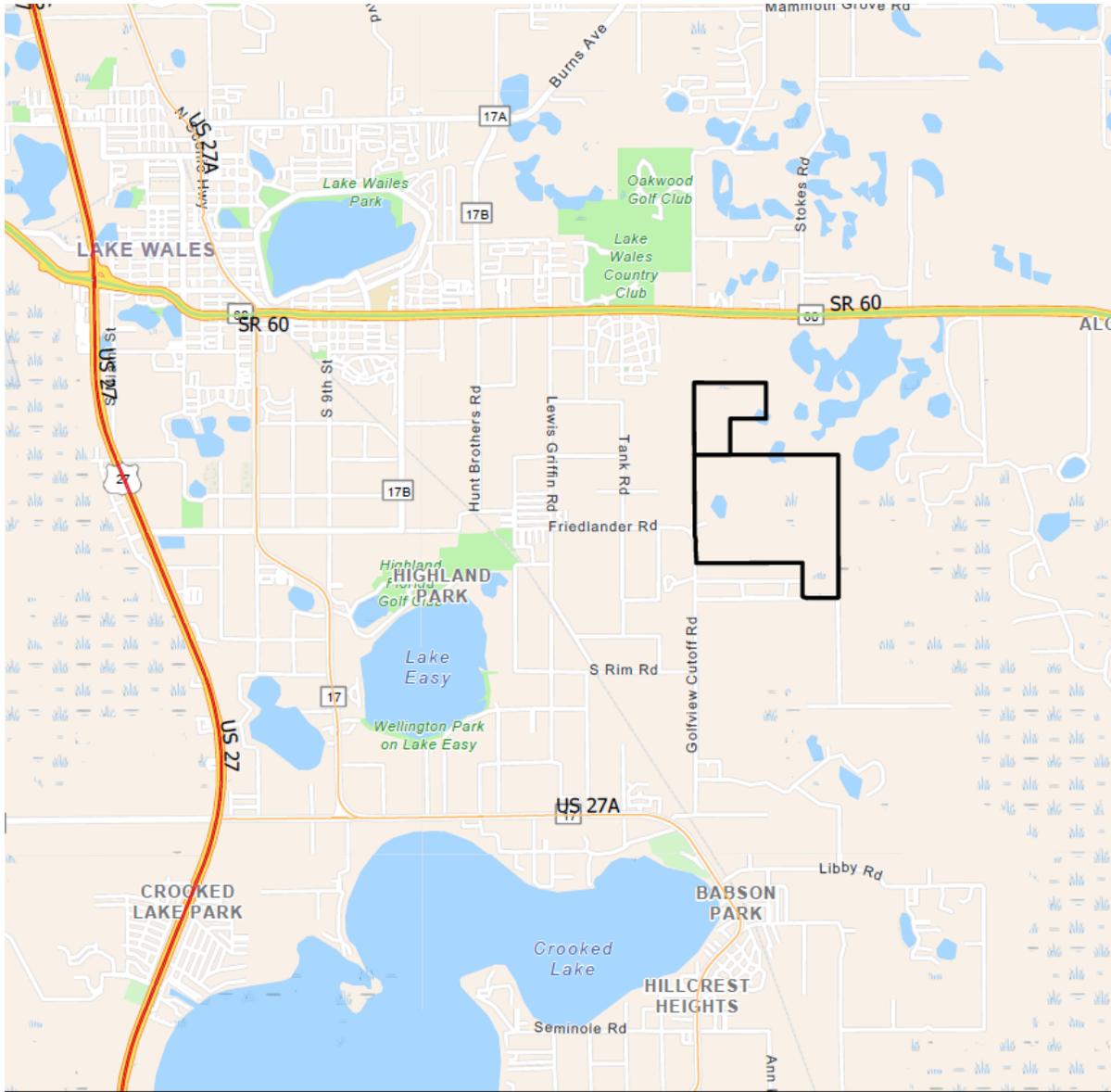
PRINTED NAME: _____

Its: _____

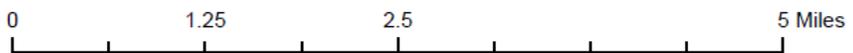
Its: _____

Exhibit "A"

LOCATION MAP



Approximate Acres: 649



Major Roads

ROAD NAME

-  SR 60
-  US 27
-  US 27A
-  Polk County Boundary
-  O'friedlander

Address: 3401 Friedlander Rd, Lake Wales, FL 33853

Esri Road basemap
Date Created: 08/28/2023



Exhibit “B”

GRAZING LEASE

GRAZING LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Agreement”), is entered into as of the Effective Date defined in Section 38, below, by and between **POLK COUNTY**, a political subdivision of the State of Florida (the “Lessor”), 330 West Church Street, Bartow, Florida 33830, and _____ (the “Lessee”), a _____ sole proprietorship/limited liability company/partnership/corporation, _____ [street address] _____ [City], FL _____ [Zip].

RECITALS

WHEREAS, the Lessor owns that certain real property identified as Parcel ID Numbers 283009-000000-041000 and 283016-000000-011000 which is more particularly described in Exhibit “A”(“County Parcels”) located in Polk County, Florida; and

WHEREAS, the Lessor entered into an Extended Occupancy and Hold Harmless Agreement with an effective date of December 18, 2024, over a portion of the County Parcels containing a residential structure as depicted on the aerial drawings attached hereto as Exhibit “B”. In addition to the residential structure shown on Exhibit “B” certain additional areas are being excluded which are shown on Exhibits “C-1” and “C-2”. The County Parcels LESS and EXCEPT the areas depicted on Exhibits “B”, “C-1” and “C-2” shall hereinafter be referred to as the “Property”; and

WHEREAS, the Property is primarily unimproved and the County division responsible for managing the Property, the Parks & Natural Resources Division, has concluded that the current highest and best use of the Property is for cattle grazing purposes; and

WHEREAS, the Lessor has solicited responsive bids from those who could use the Property for cattle grazing purposes pursuant to the Request for Proposal 25-XXX (the “RFP”); and

WHEREAS, upon receipt and evaluation of all responsive bids, the Lessee has been selected to lease the Property from the County in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Lessor’s Board of County Commissioners acting pursuant to Florida Statutes, Section 125.35, has determined that it is in the Lessor’s best interest to Lease the Property to the Lessee for the term and upon all the conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree, as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated into this Agreement.

2. **LEASE.** Lessor hereby leases and rents the Property to the Lessee, and the Lessee does hereby lease and rent the Property from Lessor, in accordance with the terms and conditions stated in this Agreement.

3. **TERM.**

(a) **Term.** The term (the “Term”) of the lease governed by this Agreement shall be Five (5) years to commence on _____, 2026, which is the date (the “Commencement Date”) that the Lessor delivers possession of the Property to the Lessee, and shall terminate _____, 2031, unless sooner terminated in accordance with another provision of this Agreement.

(b) **Early Termination.** Either party may terminate this Agreement at any time by delivering sixty (60) days prior written notice to the other party. Upon termination of the Agreement the Lessee shall surrender possession of the Property to the Lessor in accordance with Section 20, below. Provided Lessee is not in default of the Agreement, within thirty (30) days after an early termination pursuant to this Section 3(b) the Lessor shall deliver to the Lessee a prorated amount of the Base Rent Lessee has paid Lessor for the Initial Term being terminated.

(c) **Renewal Term(s).** Provided the Lessee is not in default of this Agreement (or any other agreement with the Lessor) and neither party has terminated the Agreement pursuant to Section 3(b), above, the Agreement will renew without further action of either party for (2) additional 5-year terms (each a “Renewal Term”). Each Renewal Term shall be in accordance with the terms and conditions stated in this Agreement.

4. **RENT.** The term “Rent” as used in this Agreement shall mean Base Rent and Additional Rent, both as defined in this Section 4, together with any and all other amounts that are payable from the Lessee to the Lessor pursuant to this Agreement.

(a) **Base Rent.** For its use and occupancy of the Property during each year of the Term, the Lessee shall pay Lessor in advance an annual Base Rent of _____ and 00/100 Dollars (\$ _____ .00), together with any sales, use or other tax due thereon, without abatement, demand, deduction, or offset whatsoever.

(b) **Additional Rent.** The Lessee shall pay as “Additional Rent” all other sums due from the Lessee to the Lessor in accordance with this Agreement.

(c) **Payment.** The Lessee’s obligation to pay Rent (which includes the Base Rent and any Additional Rent) shall commence on the Commencement Date. For the first year of the Term, the Lessee shall pay a prorated amount of the annual Base Rent on the

Commencement Date. Thereafter, during the Term, the Lessee shall pay the Lessor the annual Base Rent on or before January 1st of each subsequent year. Any Additional Rent shall be payable as and when due pursuant to the applicable Agreement sections. If Rent is not paid on or before the tenth (10th) day after it is due, then Lessee shall also pay Lessor a late payment fee equal to five percent (5%) of the Rent payment. Lessee shall remit payment to Lessor at the address stated in Section 31, Notice, below, or at such other place or places that Lessor may from time to time designate to Lessee by written notice.

5. **ACCEPTANCE OF PROPERTY; ASSUMPTION OF RISK.**

- (a) The Lessee acknowledges that the Lessor has not made any representation to the Lessee as to whether the Property is suitable or safe for the Lessee's intended use. The Lessee has examined the condition of the Property, determined that the Property is acceptable for its intended and permitted use, and waives any and all defects that may exist within the Property and any structures or other improvements thereon.
- (b) By its execution of this Agreement, the Lessee does hereby assume all risks associated with its occupancy and use of the Property and acknowledges that the Lessee shall be solely responsible and answerable for any and all accidents and injuries to persons or property occurring in, on, or around the Property, without regard to the limits of Lessee's liability insurance required pursuant to Section 12, below.
- (c) The Lessor is not required or obligated to make any repair or improvement to the Property.
- (d) The Lessor shall not be responsible to the Lessee, its officers, agents, employees, guests or invitees, for any damage or injury caused by or due to the Property, or any structures, improvements, or any appurtenance thereof, being out-of-repair or improperly constructed unless such damage or injury results from the sole negligence of the Lessor, and then only to the extent permitted in accordance with Section 768.28, Florida Statutes.

6. **USE OF PROPERTY; RESTRICTIONS; LESSOR ACCESS.**

- (a) Grazing shall be limited to domestic cattle only and the Lessee shall manage the stocking rate, as determined by the Lessor, to prevent damage to the property. Lessee shall not permit any swine, bison, fowl, goats, sheep, or any other animal to pasture, graze, or be located on the Property. Lessee shall not permit any malnourished or diseased cattle on the Property. In addition, the Lessor may decide to allow public access to the site in the future, therefore, all horses used on site should be up to date on Coggins.
- (b) The Lessee shall not permit the cattle grazing to restrict the movement of wildlife through the Property or to interfere with any use of adjoining real property.

- (c) The Lessee shall not hunt or fish on the Property and shall not permit any other person to hunt or fish on the Property. Lessee acknowledges that the Lessor has reserved all hunting and fishing rights and privileges upon the Property.
- (d) The Lessee must obtain approval from the Lessor to trap or remove any feral animals causing damage to the leased area or harm to the cattle from the property.
- (e) The Lessee shall use and conduct its operations on the Property in accordance with all applicable federal, state and local laws, statutes, regulations, and ordinances. The Lessee shall obtain and maintain all necessary permits and licenses required to conduct its business on the Property.
- (f) Lessor has designated a portion of the Property for its use in conjunction with remediation activities associated with the adjacent Southeast Landfill as depicted on the attached Exhibit "C-1" ("Remediation Area"). Lessee shall not conduct its grazing operations in a manner which would prevent the Lessor from utilizing or accessing the Remediation Area for its remediation activities which may include, but are not limited to, installing or sampling monitoring wells, collecting soil samples, soil removal, etcetera. Lessor reserves the right to temporarily or permanently suspend the Lessee's use of the Remediation Area, or any portion thereof, if Lessor determines, in its sole discretion, that the area or a portion thereof is needed for its remediation activities.
- (g) The Lessee shall not use the Property in any manner that would (i) violate the conditions and restrictions stated in this Agreement; (ii) create a nuisance or trespass; or (iii) vitiate or increase the rate of the Lessor's insurance on the Property.
- (h) The Lessee shall not store any equipment or any materials on the Property that are not directly related to the use of its cattle operations on the Property.
- (i) The Lessee shall not dump, spray, or spread sludge on the Property and shall prevent others from doing the same.
- (j) The Lessor will be responsible for all prescribed burning on the Friedlander Preserve site and will notify the Lessee of scheduled burns within the grazing areas. The Lessee may conduct a prescribed burn, only if Lessee is a Certified Florida Prescribed Burn Manager. All burns conducted by Lessee must be approved, in writing, by the Lessor before the Lessee request a burn authorization from the Department of Agriculture and Consumer Sciences – Florida Forest Service. Lessee must submit burn authorization with authorization number, weather reports, and all other related material to the Lessor preceding the burn. Lessee will be responsible for all activities from the burn from ignition to mop up to declared out. Failure to comply with this directive shall be cause for immediate termination of this lease by the Lessor.
- (k) The Lessee shall pay or cause to be paid all charges for water, electricity, gas, oil, sewer, telephone service and any and all other utilities used upon the Property throughout the Term, including any connection fees.

- (l) The Lessee acknowledges that they're strictly prohibited from cultivating and harvesting any hay crop grasses located on the Property. Lessee may not fertilize the pasture area. Lessee may not treat native vegetation.
- (m) Lessor retains the right to restrict grazing in certain areas of the Property when deemed necessary by the Lessor. The temporary restriction of the Lessee's right to graze cattle on the affected areas of the Property shall not give rise to a reduction or refund of Base Rent or be the basis for any claim Lessor is in default of the Agreement.
- (n) Lessee must provide the Lessor a phone number for contact in case of an emergency and during the Term keep such number in service or immediately notify the Lessor of a new contact phone number where the Lessee may be contacted at all times. It is the responsibility of the Lessee to provide to the Lessor a person and a phone number that can be reached at all times in case of an emergency, the person must be able to be on site and able to make repairs within four (4) hours.
- (o) If the Lessor chooses to allow public access to the Property then the Lessee must remain professional when approached by the public. No use of profanity is allowed. No use of derogatory, provocative, or foul music is allowed. Music must stay at an acceptable volume.
- (p) Lessee acknowledges that the Property may only be used for "bona fide agricultural purposes" as described in Section 193.461(3)(b), Florida Statutes, and Lessee shall not take any action or inaction, nor cause or permit any action or inaction to be taken, which would result in the loss of the Agricultural (AG) Classification on the Property, as further set forth and described in Section 11 below.
- (q) The parties acknowledge that the Property contains one (1) contiguous area to be used by Lessee for the pasture of domestic cattle, as depicted on the attached composite Exhibit "A", incorporated herein by reference. The approved grazing areas total is approximately 633 acres. The total number of cow/calf units shall not exceed 75 unless approved by the Lessor's Parks and Natural Resources Division Director, or his or her designee. Lessor will work with Lessee after two years to reassess stocking capacity. Lessee shall implement a rotational grazing system, guided by forage and stubble height to enhance the pasture recovery and ensure even nutrient distribution. The Lessee should prepare and provide to the Lessor's Parks and Natural Resources Division Director, or his or her designee a Grazing Management Plan. The Plan must be approved within the first sixty (60) days of the notice to proceed. The Lessor, as the owner of the property said areas, hereby grants Lessee ingress/egress access over, across and through such property for the purpose of allowing the Lessee to conduct routine maintenance and care of the Property and the Lessee's cattle located thereon, without the requirement of further written approval from the Lessor. Notwithstanding anything to the contrary contained herein, the Lessor may grant the Lessee access over, across and through certain portions of said Lessor property in order to move Lessee's cattle from one area of the Property to another; provided that such access and movement of cattle must be coordinated with and pre-approved in writing by the

Lessor's Parks and Natural Resources Division Director, or his or her designee, pursuant to the notice provisions stated in Section 31. Such prior written consent may be withheld in the Lessor's discretion.

- (r) The Lessee shall comply with all other requirements, responsibilities, prohibitions, and specifications as provided in the RFP.

7. **ALTERATIONS AND IMPROVEMENTS.** The Lessee shall not make or permit anyone to alter the Property in any way including, but not limited, to plowing, ditching, digging water holes, changing the Property grading or drainage, or to construct any improvement or place any structure, whether temporary or permanent, thereon (any of the foregoing, an "Alteration") without the prior express written consent of Lessor, which the Lessor may withhold in its discretion. Any permissible Alteration that the Lessee may make to the Property shall, at the sole election of the Lessor, either: (i) remain in and be surrendered with the Property and shall become the property of the Lessor at the expiration or early termination of this Agreement, free and clear of any claims, liens, mortgages or encumbrances; or (ii) be removed by Lessee upon termination of this Agreement with Lessee restoring the Property to the same condition that existed on the Commencement Date, reasonable wear and tear excepted. If the Lessee incurs reasonable costs necessary to make a permissible Alteration that will remain with the Property upon the expiration or earlier termination of the Lease, then, provided that the Lessee has received prior written consent from the Lessor acknowledging and approving the Alteration cost, the Lessee may apply the reasonable cost it incurred in making the Alteration toward its next annual Base Rent payment, but in no case shall the credit for such incurred costs in any year of the Term exceed the annual Base Rent payment. To qualify for the credit toward that payment, the Lessee must timely submit sufficient proof to the Lessor of the reasonable costs actually incurred for the Alteration and provide evidence all project work has been completed. The chemical cost for herbicide chemicals purchased and used in the treatment of the invasive exotic plants on the Property may be used to reduce the annual lease payment. Proof of purchase of chemicals and application records must be submitted to the Lessor's Parks and Natural Resources Division Director, or his or her designee. This Section 7 shall survive expiration or any termination of this Agreement. The Lessee's use of portable freestanding panels and pens at locations approved in advance by the Lessor is not a violation of the restriction stated in this subparagraph.

8. **MAINTENANCE, REPAIR AND OPERATIONAL RESPONSIBILITIES.**

- (a) The Lessee shall at its sole cost and expense build, maintain and keep in good state of repair, adequate and substantial fences around the Property to ensure all cattle are contained therein. Before installing any fencing, the Lessee shall obtain the Lessor's approval of its proposed Property fencing plan. To do so, the Lessee shall deliver to the Lessor a written Property fencing plan that depicts and describes the type and location of all the proposed fencing to include proper gates and passageways for automobiles and other vehicles. The Lessee may use existing cattle pens. If the existing pens are utilized, then the Lessee must maintain those cattle pens. The Lessor

is open to the Lessee constructing portable cattle pens. Locations and designs must be approved, in writing, by the Lessor's Parks and Natural Resources Division Director, or his or her designee. The Lessor shall not unreasonably withhold its approval of the proposed Property fencing plan or unreasonably delay in delivering its response to the Lessee's request, however, the Lessor may condition its approval of a proposed fencing plan upon the Lessee making reasonable adjustments to the plan. When installing its fencing, the Lessee will provide locks to the fence gates and shall furnish a key to these locks to the Lessor.

- (b) The Lessee shall actively manage and secure the Property by mowing, pasture management, maintaining all existing fencing and gates within the grazing areas and, if needed, install new fences or gates prior to delivery of cattle complying with the terms and conditions of this Agreement.
- (c) The Lessor may provide fence materials to the Lessee to make necessary repairs or replace fence sections, however, all labor and equipment costs for the fence work will be the responsibility of the Lessee. Any modifications to the fencing alignment must to be approved in writing by the Lessor's Parks and Natural Resources Division Director, or his or her designee.
- (d) The mowing of the pastures must be at a time agreed to by the Lessor's Parks and Natural Resources Division Director, or his or her designee. The mowing schedule will be developed to include variables such as excessive rainfall, drought, or other unforeseen conditions. At a maximum, the mowing requirement of the Lessee will not be more than twice a year over the pastures included in this Agreement.
- (e) The Lessee shall be responsible for exotic plant removal in the pastures, holding pens and center lane. The exotic removal will be by mechanical and/or chemical treatment with an herbicide approved by the Environmental Protection Agency (EPA) for use on the target species. Mechanical control may be accomplished by mowing (i.e. batwing, bush hog, or fixed width). The Lessee shall spot spray invasive exotic weeds, included but not limited to tropical soda apple (*Solanum viarum*), cogongrass (*Imperata cylindrical*), Chinese Tallow (*Triadica sebifera*), Camphor tree (*Cinnamomum camphora*) and Brazilian pepper (*Schinus terebinthifolius*). Herbicides shall be provided by Lessee. Lessee must follow the approved labels. At a minimum, treatment must be conducted every six months.
- (f) The Lessee shall, at its own cost and expense, keep and maintain the Property in good order and in a clean, safe, and attractive condition. The Lessee shall keep the Property free of overgrowth, junk, debris, and litter.
- (g) The Lessee shall implement and comply with current Florida Department of Agriculture and Consumer Services Water Quality Best Management Practices for Florida Cow/Calf Operations and adhere to any future updates. Lessee will be asked to provide verification of participation with the FDACS BMP programs within 45 days of contract execution.

- (h) The Lessee shall provide biweekly security of the premises by examining the perimeter fencing and all gates within the pasture areas. Repairs should be made upon discovery. The Lessee should also provide emergency phone numbers to the Lessor's Parks and Natural Resources Division Director, or his or her designee. Emergency repairs or cattle outside of the designated pasture areas, must be corrected within five hours of notice to the Lessee.
- (i) The Lessee shall immediately report to the Lessor the occurrence of the following incidents on the Property: fire, vandalism, theft, poaching, trespass, any condition that poses a nuisance or a threat to the public health, safety and welfare, and any hazard, condition, or situation which results or may result in damage to the Property or any improvements thereon, or which may be or become a liability to the Lessor.
- (j) During the Term, the Lessor and the Lessee shall meet annually at a mutually convenient time to review the Lessee's Property maintenance and management plan and its performance. If at such meeting the parties cannot agree as to any required changes to such plan, then either party may terminate the Agreement pursuant to Section 3(b), above.
- (k) The Lessor is not responsible for maintaining or repairing any part of the Property.
- (l) The Lessee shall immediately report any incident of the following to the Project Manager: Fire, Vandalism, Theft, Poaching, Trespassing, Any hazard or condition or situation that may become a liability to the County or may be damaging to the property or improvements on the property.

9. **SIGNAGE**. The Lessee shall not paint or place any signs, placards, or any other notice or advertisement of any type or character in, on, or upon the Property without the prior written consent of the Lessor which the Lessor may withhold in its discretion.

10. **LIENS**. The Lessee shall not mortgage, pledge, or otherwise encumber its interests (i) in the Property, and (ii) under this Agreement. The Lessee, at its own cost and expense, shall at all times keep the Lessor's interests in and to the Property free and clear from and against all claims, liens, and legal processes of the Lessee's creditors and the Lessee shall protect and defend the Lessor's interests against the same.

11. **TAXES / AGRICULTURAL CLASSIFICATION**.

(a) The Lessee shall be solely responsible for payment of any applicable sales taxes, use fees, excise fees, tariffs, property taxes and charges of any government, utility or other regulating entity arising from or related to its use, occupation or operation of the Premises, including, without limitation, any real or personal property taxes assessed against the Property. Any and all such taxes and fees shall be considered Additional Rent, as defined in Section 4(b), and shall be paid by Lessee to Lessor within fifteen (15) days of Lessee's receipt of written notice from Lessor

specifying the amount of such fees assessed by the applicable taxing authority for the particular Term year. Lessee shall remit payment in accordance with the terms of Section 4(c) above.

(b) The Lessee acknowledges and agrees that the Lessor may submit an application for Agricultural (AG) Classification on the Property to the Polk County Property Appraiser for the 2025 Tax Year and each year thereafter, as may be required to maintain the classification, throughout the Term. The Lessee shall timely provide copies of any supporting documentation required in order for Lessor to submit a complete application. The Lessor shall be responsible for payment of any fees associated with the filing of the application and any petition to the value adjustment board, as applicable. The Lessor shall notify the Lessee in writing as to whether the application for AG Classification is denied or approved. If the AG Classification is approved, Lessee shall cooperate with Lessor in the filing of any additional returns required, including, without limitation, a Tangible Personal Property Return. In no event shall the Lessor be liable to the Lessee for any denial of the AG Classification for any year.

(c) In addition to the Property use restrictions set forth in Section 6, above, throughout the Term, the Lessee shall comply with all requirements of Section 193.461, Florida Statutes, to maintain the Property's use for a bona fide agricultural purpose. This shall include, without limitation, the Lessee's maintenance of a commercial herd of at least the minimum number head of cattle on the Property as may be established from time to time by the Property Appraiser, maintenance of receipts from the sale of stock and expenses incurred from the AG operation, and compliance with any and all other statutory requirements and minimum guidelines for AG Classification published by the Property Appraiser related to use of the Property as Pasture.

(d) Notwithstanding anything to the contrary contained herein, including, without limitation, Section 7 above, the Lessee shall not make, nor cause or permit to be made, any alteration or improvement to the Property which would result in the failure of the Property to receive the AG Classification, or once received, the loss of such classification.

(e) Any violation of the provisions of this Section 11 shall be grounds for the Lessor to immediately terminate this Agreement, resume possession of the Property for its own account, and pursue any other remedy or remedies provided by law or equity, without any further notice or demand to the Lessee.

12. INSURANCE. During the Term the Lessee shall purchase and maintain in force during the Lease Term the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County, for Automobile and General Liability policies of insurance. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation

exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non- construction industry). Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. Tenant shall maintain Pollution Liability insurance coverage with a minimum limit of not less than \$2,000,000 Each Occurrence / \$4,000,000 annual aggregate. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division prior to taking possession of the property. Each Certificate of Insurance must list the Certificate Holder as: Polk County, a political subdivision of the State of Florida, 330 W Church St, Room 150, Bartow, FL 33830.

13. **INDEMNITY**. The Lessee shall indemnify, defend (by counsel reasonably acceptable to the Lessor), protect and hold the Lessor and its commissioners, officers, employees and agents, harmless from and against any and all claims, actions, causes of action, penalties, forfeitures, damages, losses, expenses and liabilities whatsoever (including, without limitation, attorneys' fees, costs and expenses incurred during negotiation, through litigation and all appeals therefrom) caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, (i) the Lessee's performance, non-performance, or breach of its duties and obligations under this Agreement, (ii) the use and occupation of the Property by the Lessee, its officers, employees, agents, guests, licensees, or invitees, and (iii) the negligent acts, error or omissions, or the intentional or willful misconduct of the Lessee, its officers, employees, agents, guests, licensees, invitees, or anyone for whose acts any of them may be liable. This Section 13 shall survive the expiration or early termination of this Agreement.

14. **DEFAULT**.

- (a) Except as stated in the following sentence, if the Lessor materially defaults in any of its duties or obligations stated in this Agreement and fails to cure the same within ten (10) days after the date that the Lessee delivers written notice to the Lessor of any such default, then the Lessee may terminate this Agreement. If, however, the Lessor's material default is such that it cannot be reasonably cured within ten (10) days, then the Lessee shall not have the right to terminate this Agreement for such default if the Lessor commences the necessary curative actions within a reasonable time after receiving Lessee's notice and thereafter diligently pursues the cure to completion.
- (b) Except as otherwise stated in this subparagraph, if the Lessee materially defaults in any of its duties and obligations under this Agreement and fails to cure such default within ten (10) days after the date Lessor delivers written notice to the Lessee of any such default or if the Lessee should cease or discontinue use and occupancy of the Property for any period in excess of sixty (60) days, then upon either event the Lessor

may terminate this Agreement, resume possession of the Property for its own account, and pursue any other remedy or remedies provided by law or equity, without any further notice or demand to the Lessee. If, however, the Lessee's material default of any Agreement duty or obligation is such that it cannot be reasonably cured within ten (10) days, then the Lessor shall not have the right to pursue a remedy for such default if the Lessee commences the necessary curative actions within a reasonable time after receiving the Lessor's notice and thereafter diligently pursues the cure to completion. Notwithstanding the foregoing, if at any time a condition exists on the Property, whether through the Lessee's material default or otherwise, that poses a nuisance or a threat to the public health, safety and welfare, then upon its notice of such condition from any source, the Lessee shall immediately notify the Lessor of such nuisance or threat and immediately begin to remediate the condition.

- (c) The Lessor will not be liable for any loss or damage suffered by Lessee resulting from the Lessor's exercise of its rights pursuant to this Section 14.

15. LIABILITY LIMIT. IN NO EVENT, SHALL THE LESSOR BE LIABLE TO THE LESSEE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE LESSOR WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

16. ATTORNEYS' FEES AND COSTS. In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

17. EMINENT DOMAIN. If the whole of the Property, or such portion thereof as will make the Property unusable to the Lessee for its intended purpose, is condemned or taken by any legally constituted authority for any public use or purpose, then in either of these events, this Agreement shall terminate and the lease of the Property shall cease on the date when possession of the Property is taken by the condemning authorities. If a portion of the Property is taken, but not an amount that would make the Property unusable to the Lessee for its intended purpose, then this Agreement shall continue in full force and effect. The Lessee shall have no right or claim to any part of any award made to or received by the Lessor for such condemnation or taking, and all awards for the same shall be made solely to the Lessor. The Lessee shall, however, have the right to pursue any separate award that does not reduce the award to which the Lessor is entitled.

18. **ASSIGNMENT.** The Lessee shall not (i) assign this Agreement or any interest therein; (ii) sublease the Property or any portion thereof; or (iii) permit use of the Property by any party other than the Lessee, all without the Lessor's prior written consent, which consent may be withheld in the Lessor's sole discretion.

19. **HAZARDOUS MATERIALS.** Lessee shall not knowingly or unknowingly generate, store, treat, dispose of, install or otherwise cause or permit any Hazardous Material (defined, below) to be brought upon, kept or used in or about the Property by the Lessee, its guests, employees, contractors or invitees. If Lessee fails to comply with the foregoing covenant, then the Lessee shall be wholly responsible for (i) all costs incurred in connection with any investigation of site conditions and cleanup, remediation, removal, or restoration work required by any federal, state, or local governmental agency because of the presence of the Hazardous Materials; and (ii) all consequential damage or loss that the Lessor incurs, both regardless of whether such costs, damages or loss arise during or after the term of this Agreement. If Lessee must take any remedial action in accordance with this section, the Lessee shall first obtain Lessor's approval and then immediately take all actions (at the Lessee's sole expense) that are necessary to return the Property to the condition existing prior to the introduction of such Hazardous Materials. The term "Hazardous Materials" is defined to include, but not be limited, to any and all substances, materials, wastes, pollutants, elements or compounds in such quantities as are currently or shall in the future be classified as hazardous, toxic, dangerous or capable of posing a risk of injury to health, safety, or property by any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree. This Section 19 shall survive the expiration or the early termination of this Agreement.

20. **SURRENDER OF PROPERTY.** Upon the expiration of the Agreement or whenever the Lessor is entitled to the possession of the Property, the Lessee shall immediately surrender the Property to the Lessor in essentially the same condition as at the beginning of the Term. All personal items shall be removed from the property. The Lessee's obligation to observe and perform the covenants of this section shall survive the expiration or early termination of this Agreement. Upon an Early Termination of the Agreement pursuant to Section 3(b), above, the Lessee shall remove the grazing animals and any Alterations to be removed pursuant to Section 7, above, during the time period between receipt of the termination notice and the Agreement Early Termination date.

21. **HOLDING OVER.** If the Lessee holds over after the expiration of the Term, with or without the express written consent of Lessor, the resulting tenancy shall be a month-to-month tenancy. There shall not be an automatic renewal or extension of the month-to-month tenancy, and the Lessee shall pay Rent in the same amount payable during the last full month of the Agreement Term. Any month-to-month tenancy established pursuant to this Section 21 shall be subject to every other term, covenant, condition, and agreement contained herein. The Lessor may

terminate the month-to-month tenancy without cause upon giving 15 days prior written notice to the Lessee.

22. **FORCE MAJEURE.** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An “Event of Force Majeure” is defined as any unforeseeable event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and material or labor restrictions by governmental authority. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party’s obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter, as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

23. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Agreement and that no third party is due a commission, fee, or any other payment in association with the lease of the Property to the Lessee. Each party shall be responsible to pay any claims made by anyone for any compensation, commissions, and charges claimed by any broker or agent with whom such party may have dealt with respect to this Agreement or the negotiations thereof.

24. **NO DISCRIMINATION.** The Lessee warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

25. **RELATIONSHIP.** This Agreement creates a Lessor-Lessee relationship between the parties. Nothing in this Agreement shall be deemed or construed as creating any other relationship between the parties.

26. **WAIVER.** The failure of a party to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with the written consent of each party. Any such waiver by the parties in one instance shall not constitute a waiver of any subsequent similar condition, circumstance or default, unless specifically stated in the written consent.

27. **SEVERABILITY.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. The Lessor and Lessee shall reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined void.

28. **CONSTRUCTION; CAPTIONS.** This Agreement is the product of joint efforts of the parties and no provision shall be interpreted or construed in favor of either party by virtue of authorship of such provision. The captions in this Agreement are for convenience of reference only and shall not define or limit any the terms or provisions hereof.

29. **MODIFICATION.** This Agreement may only be modified by a written amendment mutually accepted by the Parties and executed with the same formality as this Agreement. No oral modifications will be effective or binding. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written amendments hereto, the provisions of the latest executed instrument shall take precedence.

30. **INTEGRATION.** Lessee and Lessor agree that this Agreement sets forth the entire agreement between the parties with respect to its subject matter and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the lease of the above-described property, whether written or oral.

(b) Lessee's performance under this Agreement will not violate or breach any contract or agreement to which the Lessee is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

(c) Lessee has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

(d) Lessee now has and will continue to maintain all licenses and approvals required to conduct its businesses, and that it will at all times conduct its business activities in a reputable manner.

(e) Lessee has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

(f) Each individual executing this Agreement on behalf of the Lessee is authorized to do so.

33. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

34. **GOVERNING LAW; VENUE.** This Agreement shall be governed and interpreted under the laws of the State of Florida, and the ordinances, rules, and regulations of Polk County, Florida. Venue for any action relating to the construction, interpretation, or enforcement of this Agreement shall be in or for the Tenth Judicial Circuit, Polk County, Florida.

35. **PUBLIC ENTITY CRIMES.** The Lessee understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Lessee.

36. **INDEPENDENT CONTRACTOR.** Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Lessee (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Lessee is to be and shall remain forever an independent Lessee with respect to all Services performed under this Agreement. The Lessee shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Lessee shall have no right to speak for or bind the County in any manner.

37. PUBLIC RECORDS LAW.

(a) The Lessee acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Lessee further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Lessee shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Lessee acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(i) keep and maintain public records required by the County to perform the services required under this Agreement;

(ii) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(iv) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Lessee or keep and maintain public records required by the County to perform the service. If the Lessee transfers all public records to the County upon completion of this Agreement, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of this Agreement, the Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7670

EMAIL: RMLO@POLK-COUNTY.NET

38. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date that the later of the two parties executes this Agreement.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of Effective Date.

LESSEE:

WITNESSES:

Lessee Name

Witness #1

By: _____

Print Name
Address: _____

Print Name Title

Witness #2

Print Name
Address: _____

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public

Print Name

My Commission Expires _____

LESSOR:

ATTEST:

Stacy M. Butterfield, Clerk

POLK COUNTY,

a political subdivision of the State of Florida

By: _____

Deputy Clerk

By: _____

_____, Chairman

Board of County Commissioners

Approved as to form and legal sufficiency:

Date:

County Attorney's Office

EXHIBIT "A"

ALL OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, ALSO LESS AND EXCEPT THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 16, ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR BACKBONE ROAD AND GOLVIEW CUT-OFF ROAD.

AND

THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA

EXHIBIT "B"

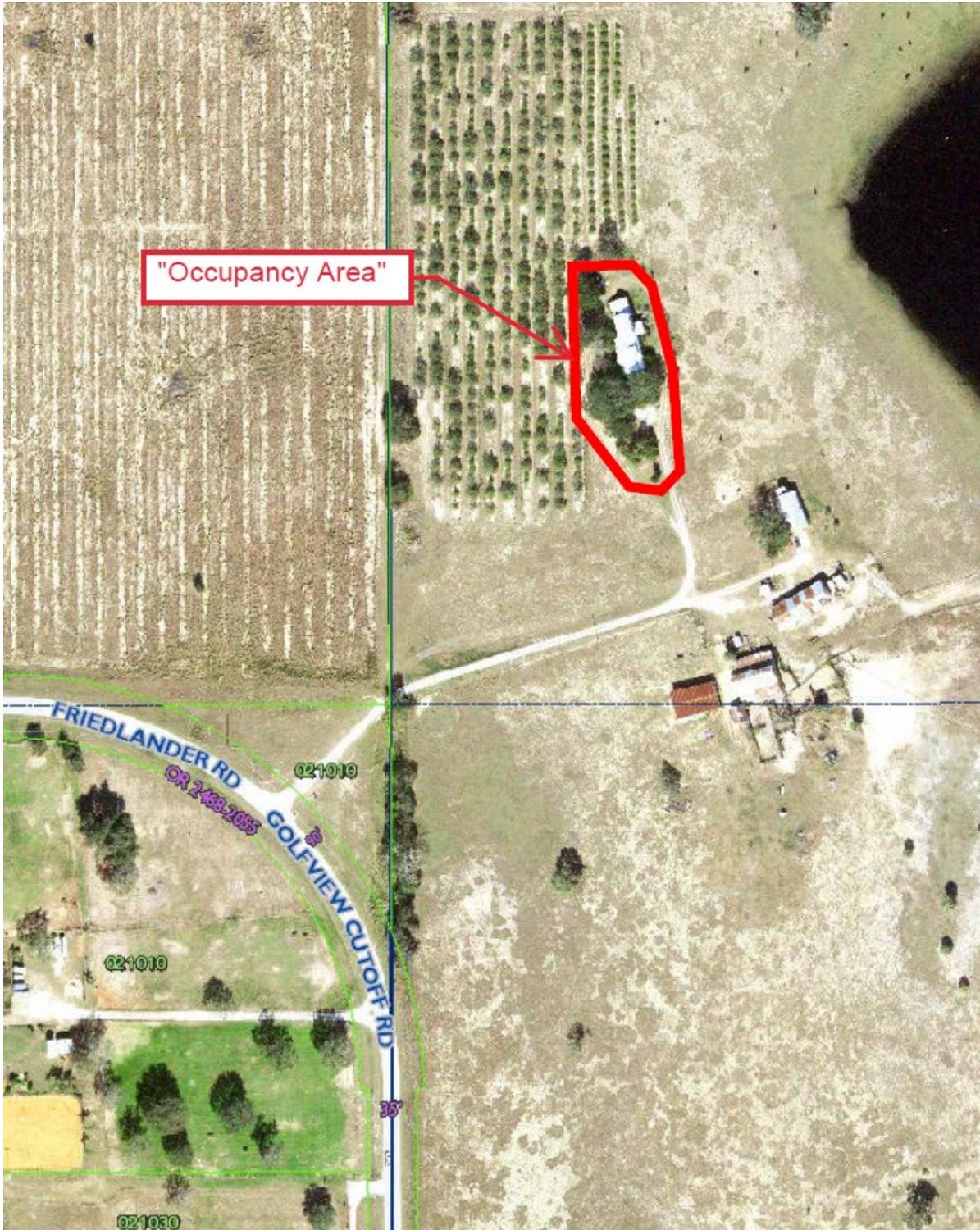


EXHIBIT "C-1"

Friedlander Grazing Map

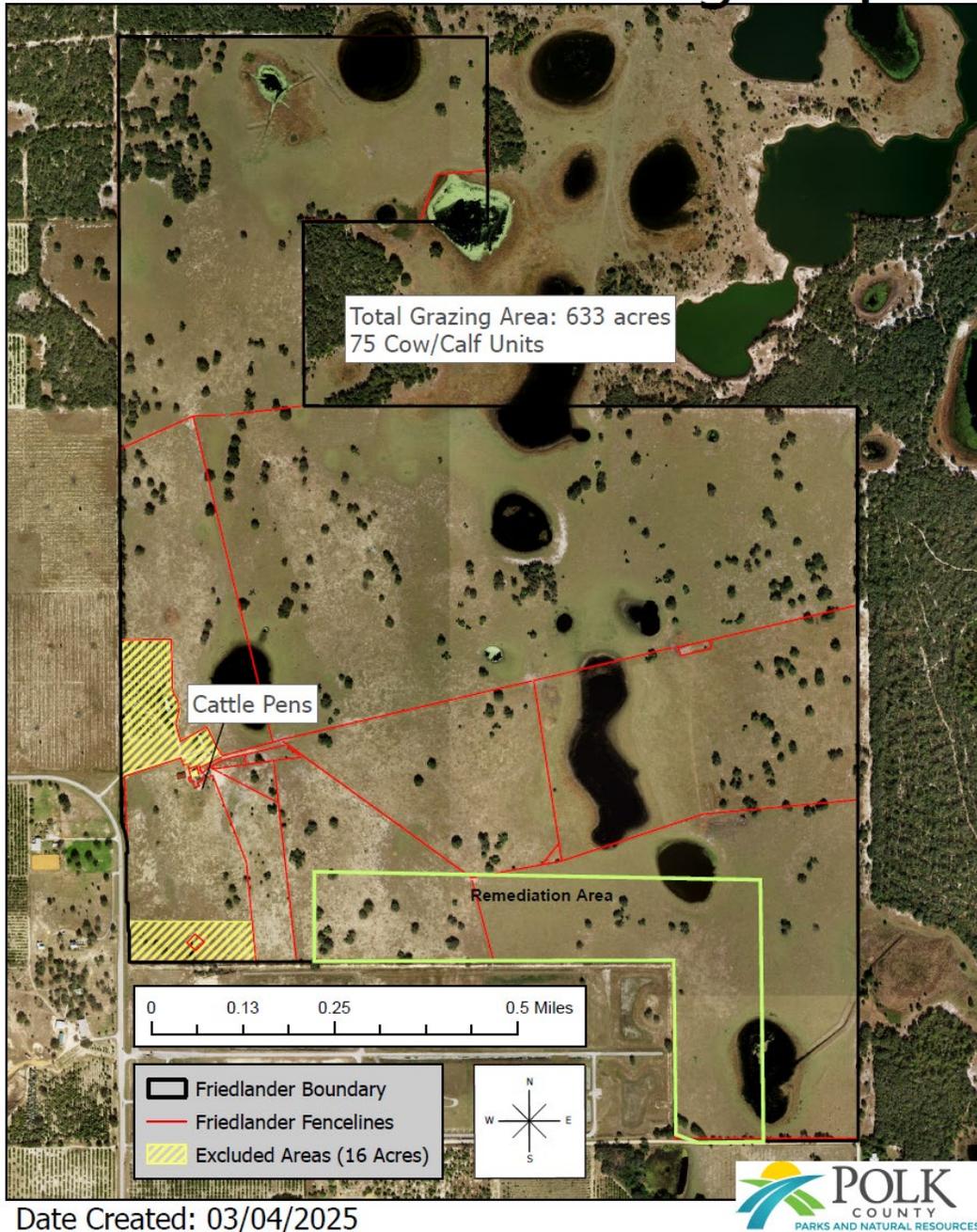


EXHIBIT "C-2"

