



Public Services Department
Parks & Recreation Division

Conservation Collier Program

Collier County

Caracara Prairie Preserve

Invitation to Bid for Cattle Lease

Issue Date: November 5, 2018

Point of Contact:

Molly DuVall

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3300 Santa Barbara Blvd., Golden Gate Community Park, Naples, FL 34116
239.252.2960 www.colliergov.net/conservationcollier



Invitation to Bid

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I. INVITATION TO BID

Date: November 5, 2018

From: Molly DuVall Environmental Specialist
(239) 252-2960
Molly.DuVall@CollierCountyFL.gov

To: Prospective Bidders

Subject: Caracara Prairie Preserve Cattle Lease

The Collier County Board of County Commissioners Parks and Recreation Division's Conservation Collier Program is pleased to announce the opportunity for livestock operators to provide resource management services in the form of livestock grazing. The County is seeking proposals from qualified cattle operators for grazing at Caracara Prairie Preserve in northern Collier County. The County invites qualified firms or individuals to submit a proposal to work with the County to maintain and enhance the diversity of native plant and animal communities, manage vegetative fire fuel loads, and maintain and improve grazing infrastructure.

This bid was publicly posted on the Collier County Conservation Collier website:
www.colliergov.net/conservationcollier on November 5th, 2018.

II. MINIMUM APPLICANT REQUIREMENTS

Applicants that do not meet the following minimum requirements shall be deemed nonqualified and their proposal will not be considered:

- A. Ability to meet minimum Insurance Requirements for operating on County property if chosen to enter into a cattle lease agreement with Collier County.
- B. Five years of experience grazing cattle using sound grazing practices based on the best management guidelines of the U.S. Department of Agriculture's National Resources Conservation Service.

III. PROPOSAL SUBMISSION INSTRUCTIONS & DEADLINE

A non-mandatory pre-bid meeting will be held on November 19, 2018, commencing promptly at 10:00 A.M. at Caracara Prairie Preserve, 2320 Corkscrew Rd., Immokalee, FL 34142.

Firms or individual livestock operators interested in submitting a proposal must submit one (1) complete hard copy of their bid in a sealed envelope. The envelope will be date and time stamped upon receipt and must be clearly labeled on the outside with "Caracara Prairie Preserve Cattle Lease Proposal".

Proposals shall be submitted NO LATER THAN 12:00 P.M. Eastern Time on December 3, 2018,
addressed to:

Golden Gate Community Park
Conservation Collier Program
ATTN: Caracara Prairie Preserve Cattle Lease Proposal
3300 Santa Barbara Blvd.
Naples, FL 34116

Proposals may be hand delivered or delivered via certified mail. Any proposal received after the due date and time cannot be accepted and will be rejected and returned to the applicant unopened. The envelope **MUST** contain the applicant's name and return address on the outside.

Collier County does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

IV. SUBMITTAL OF WRITTEN QUESTIONS

Individuals and firms interested in submitting a proposal should exercise their best judgment in analyzing and interpreting the requirements of this Invitation to Bid (ITB). If additional clarification is necessary, or desired, interested parties may submit a written request for clarification of the ITB.

Please submit all written questions via e-mail to Molly DuVall at Molly.DuVall@CollierCountyFL.gov

Written questions or requests for clarification must be received by 4:00 p.m. on Monday, November 26th, 2018.

Answers to questions and requests for clarification that are received by the November 26th, 2018 deadline will be listed on an addendum to the ITB and posted on the Conservation Collier website: <https://www.colliercountyfl.gov/your-government/divisions-a-e/conservation-collier/preserve-information/caracara-prairie-preserve>. An e-mail announcing the posting of the addendum will be sent to all interested applicants who have provided the County with an e-mail address. Additional written questions pertaining to the addendum must be received no more than 2 days after the addendum is posted. The County will respond to additional questions regarding the original addendum in the same manner. The County reserves the right to post addenda until 48 hours prior to the proposal submittal date and time.

Projected Timetable

Event	Date
Issue Solicitation Notice	November 5 th , 2018
Non-mandatory pre-bid meeting	November 19 th , 10AM, Caracara Prairie Preserve
Last Date for Receipt of Written Questions	November 26 th , 2018 4:00 PM Naples Local Time
Addendum Issued Resulting from Written Questions or Pre-Proposal Conference	November 28 th , 2018
Solicitation Deadline Date and Time	December 3, 2018 12:00 P.M. Golden Gate Community Park
Anticipated Evaluation of Submittals	December 3-5, 2018
Anticipated Board of County Commissioner's Lease Approval Date	January 8, 2019

V. BRIEF DESCRIPTION OF AWARD CRITERIA

ITB award criteria is as follows:

- It is the intent of Collier County to award the cattle lease to the qualified and responsive vendor that submits the highest bid per Animal Unit (A.U.).
- Award shall be based upon the responses to all questions on the Bid Response Pages.
- Further consideration may include but not be limited to, references, completeness of bid response and past performances on other County bids/projects.
- The County's Conservation Collier Program reserves the right to clarify a vendor's proposal prior to the award of the solicitation.
- The contract will be in the form of a lease agreement. A draft cattle lease agreement is included in this ITB as Attachment A.

VI. BACKGROUND AND LEASE REQUIREMENTS

A. COUNTY GOALS

The County utilizes livestock grazing as one of many tools to achieve resource management objectives within its preserves, which include reducing non-native invasive plant species, reducing wildfire fuel loads, enhancing biodiversity, and promoting the growth of native vegetation. Grazing should be conducted in a manner that does not negatively impact fresh water resources or lead to increased soil erosion. Livestock operators are expected to implement adaptive management techniques so that intensity, frequency and duration of grazing achieve the County's resource management goals.

The intent of this ITB is to solicit a livestock operator to enter into a lease agreement to graze up to 35 A.U.s of cattle on 367.7 acres of County land

B. AVAILABLE PROPERTY OVERVIEW

Livestock infrastructure within the preserve including fencing, gates, and water systems vary in condition across the property and may require maintenance to conduct grazing practices in accordance with the County's resource management goals. The livestock operator will be required to maintain, repair, and install infrastructure on the property so that all cattle will be contained and grazed in accordance with the County's resource management goals.

C. ADDITIONAL REQUIREMENTS AND PROHIBITIONS

The cattle operator will be required to mow the 205 acres of improved pasture within the leased land a minimum of 1 time per year. A map of improved pastures is included as Exhibit F in the attached draft cattle lease agreement. This requirement will become part of the lease document. It will also be the responsibility of the cattle operator to provide to the County, on an annual basis, an inspection report of the property and its operations.

The installation of any new pasture fencing and gates will be the responsibility of the cattle operator, with prior written approval from the County. Permanently installed fencing/gates will become the property of the County upon termination of the lease.

There will be no fertilization of the pasture areas, unless specifically approved by the County. In no case will phosphorus containing fertilizer be allowed on the land. No lime or dolomite shall be applied. Plowing, ditching or digging of water holes is prohibited without prior written approval from the County. The County reserves the right/ability to monitor surface and subsurface water quality in the leased area.

Public access activities, including hiking, horseback riding, and limited hunting occur within the preserve. Livestock operators shall conduct their operation in a manner that provides for visitor access, recreational opportunities, and the safety of preserve visitors.

It will be necessary for the cattle operator to work with the County and be flexible with cattle operations during management of the preserve. Management will include but not be limited to exotic vegetation treatment and prescribed fire.

The cattle operator should be aware that there are listed species on the property, and that these species are protected by either state or federal law or both.

The cattle operator will be required to notify the County at least three days prior to any planned cattle round-up or cattle releases to allow a County representative the option to observe the cattle round-up or release. The cattle operator shall report any violation observed pertaining to rules and regulations promulgated by the County or the Florida Fish and Wildlife Conservation Commission (FWC). The FWC regularly patrols this property.

The cattle operator shall immediately report any incidence of the following:

- Fire
- Vandalism
- Theft
- Poaching
- Trespassing

- Any hazard, condition or situation that may become a liability to the County or may be damaging to the property or improvements on the property.

D. MINIMUM BID

The County has established a minimum annual bid of \$100 per A.U. Rent will be paid annually on or before March 1. The contract period will be for 5 years, and the cattle operator will be granted the option to renew the lease for 2 additional terms of 1 year each with a 5% rent increase for each ensuing 1 year renewal term, compounded. Annual payment to the County shall be accompanied by a certification stating the number and age class of A.U.'s being grazed on the preserve. An A.U. is defined as 1 mature cow plus 1 calf of 6 to 9 months of age, or their equivalent. The following table summarizes other A.U. equivalents:

Species	Average Weight (pounds)	Animal Unit Equivalent (AUE)
Cow, dry	950	0.92
Cow with calf	1,000	1.00
Bull, mature	1,500	1.35
Cattle, 1 year old	600	0.60
Cattle, 2 year old	800	0.80

The total number of animal units (A.U.) for the preserve shall not exceed 35.

VII. BID PROPOSAL INSTRUCTIONS FOR APPLICANTS

Individuals or firms shall prepare and submit their proposal in the format established below. All proposals shall be type written on standard 8.5” X 11” paper.

Each individual or firm must submit only one proposal.

Each section of the proposal shall be clearly labeled as such and shall be separated from other sections by a single blank page. The proposal should be organized in the following format and order and must contain all items listed below:

- A. Cover Letter
- B. Bid
- C. Statement of Experience
- D. References
- E. Proof of Insurance
- F. Cattle Lease Agreement

A. COVER LETTER:

Cover letter should contain the following information:

1. The name(s) of submitting individual(s) or firm. Indicate if the proposal is being submitted as a joint venture, partnership and/or other entity other than an individual. Include a description of the ownership structure, including names of individual partners, investors, and/or officers.
2. The full name, title, and contact information (telephone number, physical address, e-mail address and fax number) of:
 - a. Individual authorized, on behalf of the organization, to contact for clarification.
 - b. Individual authorized, on behalf of the organization, to negotiate the contract.
 - c. Individual authorized, on behalf of the organization, to contractually obligate the organization.
3. Acknowledgment of receipt of any and all addenda to this ITB.
4. Signature of the individual authorized, on behalf of the organization, to contractually obligate the organization

B. BID:

Provide a bid that the individual/organization is willing to pay per Animal Unit per year. Bids must be a minimum of \$100/A.U. per year.

C. STATEMENT OF EXPERIENCE:

Proposal shall include a Statement of Experience briefly describing relevant experience and success managing cattle and/or other livestock. Please include the following where applicable:

1. Length of time managing cattle grazing on (a) publicly owned lands and (b) private lands.
2. A list of each property that you currently graze (private and publicly owned) or incorporate into your livestock operation. For each property, please include the following information:
 - a. Location
 - b. Size
 - c. Duration of grazing agreement or lease
 - d. Description of rangeland/vegetation types
 - e. Season of use
 - f. Type of livestock grazed
 - g. Name of the land owner
3. Experience managing cattle grazing operation(s) using sound grazing practices based on the best management guidelines of the U.S. Department of Agriculture's National Resources Conservation Service.
 - a. Number of years' experience grazing cattle
 - b. Description of cattle management techniques you have employed and their results (positive or negative).
4. Area(s) of specialization and expertise (if applicable).
5. Description of ability to install new fence/gates and repair existing fences/gates

6. Description or list of all equipment owned or readily available for use that will directly enhance livestock operation and ability to achieve the desired resource management objectives and infrastructure improvements. (Tractors, cattle trucks, portable welders, wood chippers, etc.)
7. Description of the need for site presence and how often operator and/or employee(s) plan to be on the property. Indicate expected presence on the property as it may vary by season (calving, shipping, construction, etc.).
8. It is extremely important that the livestock operator or employees have the capacity to respond to an emergency (livestock/human conflict, sick or injured livestock, cattle on a roadway, etc.) in a reasonable amount of time. Describe the availability and expected response time (minimum and maximum response time) of the operator or employees of the operator, in the event of an emergency.
9. How often will you monitor range health conditions in each pasture and who is responsible for determining when pasture rotations are necessary?
10. Have you ever worked with the Natural Resources Conservation Service or applied for grant funds to assist in infrastructure improvements relevant to your livestock operation?

D. REFERENCES:

Provide three (3) references. References should be three (3) different external agencies/clients/advisors who have extensive knowledge of your cattle grazing operation and are willing to validate your past performance managing livestock and natural resources on leased and/or owned land. Please include:

1. Name of Contact Person
2. Name of Company/Agency
3. Telephone Number
4. Physical Address
5. E-Mail Address

E. INSURANCE REQUIREMENT:

Individuals or firms submitting a proposal in response to this ITB will be required to obtain insurance coverage in accordance with the provisions listed in Article 10 of the 'DRAFT Cattle Lease Agreement' included as Attachment A to this ITB. Please indicate that the cattle operator will be able to obtain the required minimum insurance requirements for operating on County property should the cattle operator be chosen to enter into a cattle lease agreement with Collier County.

Article 10 – Cattle Lease Agreement:

“LESSEE shall provide and maintain a farm liability policy which shall be approved by the Collier County Risk Management Department, for not less than an amount of One Million Dollars and No/100 Cents (\$1,000,000.00) throughout the term or any renewals thereof to this Agreement. In addition, LESSEE shall provide and maintain Worker's Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage shall include Employer's Liability with a minimum limit of One Three Hundred Thousand Dollars and No/100 Cents ~~(\$100,000.00)~~ (\$300,000.00) each accident.”

Under FL Statute 440, only cattle operators that employ four (4) or more part or full-time employees must obtain workers' compensation coverage. Sole proprietors, partners, or day laborers that are not on the operator's payroll and are covered under separate insurance are not considered part or full-time employees.

F. CATTLE LEASE AGREEMENT:

Please provide a statement of the applicant's acceptance of the terms in the "DRAFT Cattle Lease Agreement" (Attachment A) or any reservations the applicant has with the Lease Requirements.



ATTACHMENT A
DRAFT CATTLE LEASE AGREEMENT



Caracara Prairie Preserve
Cattle Lease # _____
Cattle Grazing Lease

Lessee:		Lease Term & Expiration date:	5 years with optional (2) year extension February 28, 2026 11:59pm
Effective Date:	March 1, 2019	Lease Purpose:	Cattle Grazing
County Property Name:	Caracara Prairie Preserve	Acres Leased:	367.7 acres
County:	Collier	Animal Units	35
Contract Number:			
Send Notices to the Lessee:		Send Notices to the County:	<p>Board of County Commissioners c/o Real Property Mgmt. Dept. 3301 Tamiami Trail East Administration Building Naples, FL 34112</p> <p>With copies to: Collier County Preserve Manager 239-252-2960 ConservationCollier@colliergov.net</p> <p>Office of the County Attorney 3301 Tamiami Trail East Naples, Collier County Facilities Management Dept. Naples, FL 34112</p>
Payment Due Date:	March 1 st , each year	Send Payment to:	<p>Board of County Commissioners c/o Real Property Mgmt. Dept. 3301 Tamiami Trail East Administration Building Naples, Florida 34112</p>
Annual Cattle Operation Report Due Date:	March 1 st , each year		
Rent:	\$TBD	Initial Annual Rent	\$TBD
Initial Annual Sales Tax:	5.8%	Initial Payment to County:	\$TBD



Background

- A. Collier County owns certain real property, located in Collier County, known as Caracara Prairie Preserve. This property is managed by the Collier County Conservation Collier Program (EXHIBIT C).
- B. The Conservation Collier Program acquired the land for conservation purposes and presently desires to lease the property for cattle grazing as an interim land management tool.
- C. This Lease will meet the Conservation Collier Program's land management and stewardship goals by: (1) using cattle as a tool for interim management of program lands; (2) requiring Best Management Practices (BMPs), where possible, for controlling chemicals (e.g. herbicides, pesticides, pharmaceuticals), pollutants, and nutrients, and other source control activities to reduce water quality impacts; and (3) implementing site specific land management requirements.
- D. The Caracara Prairie Preserve is incorporated within the Florida Fish and Wildlife Conservation Commission (FWC) CREW Wildlife Environmental Area (CREW WEA) Corkscrew Marsh Unit and seasonal hunts managed by the FWC occur on the property throughout the year (EXHIBIT I).
- E. The Caracara Prairie Preserve is a designated US Fish and Wildlife Service (USFWS) Florida Panther Conservation Bank. As stated in the **Caracara Prairie Preserve Conservation Bank Habitat Management Plan**, the Caracara Prairie Preserve Conservation Bank will be managed for conservation, protection, and enhancement of natural resources and for passive and compatible public outdoor recreation. The biological goals are to (1) protect, manage and restore (as appropriate) the native habitats on-site and (2) monitor management activities as they affect the Florida panther, native vegetation, and wildlife.
- F. The Caracara Prairie Preserve has an active bee lease and beekeeping activities may occur on the property throughout the duration of this lease.
- E. Caracara Prairie Preserve has a permitted well pad on-site. Oil and gas activities may occur on the property throughout the duration of this lease.



Cattle Lease

Lease # _____

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this ____ day of _____, 2018, between _____ whose address is _____, hereinafter referred to as "LESSEE", and COLLIER COUNTY, a political subdivision of the State of Florida, whose mailing address is 3299 Tamiami Trail East, Naples, Florida 34112, hereinafter referred to as "LESSOR".

WITNESSETH

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

ARTICLE 1. Demised Premises and Use

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR Three Hundred Sixty Seven and Seven Tenths (367.7) acres of property described in Exhibit "A," which is attached hereto and made a part of this Lease, hereinafter called the "Demised Premises," situated in the County of Collier and the State of Florida, for the sole purpose of cattle grazing and incidental activities that are directly related to beef cattle production.

All animal husbandry principles and practices applicable to the property and efficient use of grazing resources shall be followed at all times. The LESSEE shall be responsible for the establishment and implementation of sound grazing practices based on the best management guidelines of the U.S. Department of Agriculture's National Resources Conservation Service.

Consistent with its status as a tenant the LESSEE will have exclusive use and possession of the Demised Premises, however, the LESSOR may, as specified below: (i) alter its boundaries and/or (ii) make use of portions of it for hunting, public access, and other activities consistent with the Conservation Collier program, as described below in this Article 1 and in Article 16(e) and (f). LESSOR'S use shall not, however, interfere with LESSEE'S permitted use of the Demised Premises, nor expose LESSEE to liability to third parties based on the use that LESSOR is permitted to make of the Demises Premises.

The Demised Premises is leased in its "As Is, Where Is, and With All Faults" condition. LESSEE has examined the Demised Premises to its complete and total satisfaction and accepts it in its present condition. LESSEE has had adequate opportunity to investigate the land use and zoning of the Demised Premises and is satisfied that it can use the Demised Premises for LESSEE'S purpose.

This LEASE AGREEMENT may be amended from time-to-time in order to change the size of the Demised Premises as necessary to accomplish the goals, policies, and objectives of the Conservation Collier Implementation Ordinance (Ordinance 02-63, as amended). LESSOR'S representative (e.g., Real Estate Services Staff) shall advise LESSEE, in writing, of its intent to recommend that LESSOR amend this LEASE AGREEMENT. Any such change shall only be effective not less than ninety (90) days after it is executed by the Board of County Commissioners.



ARTICLE 2. Term of Lease

LESSEE shall have and hold the Demised Premises for a term of five (5) years, commencing on March 1, 2019. LESSEE is granted the option, provided LESSEE is not in default of any of the terms of this Lease, to renew same for two (2) additional terms of one (1) year, under the same terms and conditions, except as to the rental amount, as provided herein, by giving written notice of LESSEE'S intention to do so to the LESSOR not less than thirty (30) days prior to the expiration of the leasehold estate hereby created. LESSOR reserves the right to deny LESSEE, in writing, of any renewal term.

Both LESSOR and LESSEE reserve the right to terminate this lease, without cause, by providing the other party with at least thirty (30) days written notice to the address set forth in ARTICLE 14 of this Lease.

LESSEE and LESSOR reserve the right to terminate this Lease, with cause, upon default by the other party as described in Article 12 and in Article 13, after any cure or grace period during the entire term of this Lease, by providing the other party with thirty (30) days written notice to the address set forth in ARTICLE 14 of this Lease

Upon termination of this Lease by either party, LESSEE will have sixty (60) days to make arrangements to remove the existing cattle, during which sixty (60) days the cattle must remain. LESSOR will remit to LESSEE any prepaid and unearned rent for any period that exceeds sixty (30) days after such 60 days. During the sixty (60) day period that LESSEE remains in possession after termination, LESSEE shall continue to have said mowing obligations as described in Article 3 or may pay rent prorated at the amount described in Article 12, however, LESSEE shall not be liable for any interest thereon as described in said Article 12. Such mowing or rent obligations shall cease when LESSEE vacates the Demised Premises.

All notices shall be effective upon placement of the notice in an official depository of the United States Post Office, Registered or Certified Mail, Postage Prepaid.

ARTICLE 3. Rent

LESSEE hereby covenants and agrees to pay as rent the annual sum of TBD Dollars and No Cents (\$TBD) for grazing up to Thirty-Five (35) Animal Units (A.U.) within the Demised Premises plus TBD and No Cents (\$TBD.00) for each additional A.U. LESSEE must certify to the Collier County Preserve Manager the maximum number of A.U. it is keeping on the Demised Premises at the time the LESSEE submits its Lease payments. Annual rent shall be paid in full on March 1, 2019. LESSEE will also be responsible for the payment of additional rent as provided for in ARTICLE 4 of this Lease. Collier County may require downward adjustments or allow upward adjustments to the maximum allowed A.U. that will be provided in writing no less than (60) days before changes are to take effect.

In the event LESSEE elects to renew this Lease, as provided for in ARTICLE 2, the rent set forth in ARTICLE 3 shall be increased utilizing the method outlined in ARTICLE 4.

ARTICLE 4. Renewal Term Rent

In the event LESSEE elects to renew this Lease, as provided for in ARTICLE 2, the rent set forth in ARTICLE 3 shall be increased for each ensuing one (1) year renewal term by five (5) percent from the previous year, compounded.

ARTICLE 5. Modifications to Demised Premises

LESSOR will conduct a Baseline Inspection within 90 days of March 1, 2018 to establish the condition of the Demised Premises at the start of the Lease. Upon expiration or termination of this Lease, LESSEE will return



the property to the County in the same or better condition as described in the Baseline Inspection Report. (EXHIBIT I)

Prior to making any changes, alterations, additions or improvements to the Demised Premises, LESSEE will provide to LESSOR all proposals and plans for alterations, improvements, changes or additions to the Demised Premises for LESSOR'S written approval, specifying in writing the nature and extent of the desired alteration, improvement, change, or addition, along with the contemplated starting and completion time for such project. LESSOR, or its designee, will then have sixty (60) days within which to approve or deny in writing said request for changes, improvements, alterations or additions. LESSOR shall not unreasonably withhold its consent to required or appropriate alterations, improvements, changes or additions proposed by LESSEE. If after sixty (60) days there has been no response from LESSOR, or its designee, to said proposals or plans, then such silence shall be deemed as a denial to such request to LESSEE.

LESSEE must maintain all fencing and gates needed to contain cattle or to protect water resources. Any repairs or modifications made to existing fence infrastructure must be in compliance with LESSOR's standards and materials as contained in the Fence and Gate Specifications (EXHIBIT G).

LESSEE covenants and agrees in connection with any maintenance, repair work, erection, construction, improvement, addition or alteration of any authorized modifications, additions or improvements to the Demised Premises, to observe and comply with all then and future applicable laws, ordinances, rules, regulations, and requirements of the United States of America, State of Florida, County of Collier, and all governmental agencies.

All alterations, improvements and additions to the Demised Premises shall at once, when made or installed, be deemed as attached to the freehold and to have become property of LESSOR. Prior to the termination of this Lease or any renewal term thereof, or within thirty (30) days thereafter, if LESSOR so directs, LESSEE shall promptly remove the additions, improvements, alterations, fixtures and installations which were placed in, on, or upon the Demised Premises by LESSEE, and repair any damage occasioned to the Demised Premises by such removal; and in default thereof, LESSOR may complete said removals and repairs at LESSEE'S expense.

LESSEE covenants and agrees not to use, occupy, suffer or permit said Demised Premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority.

LESSEE shall not at any time set, or cause to be set, any fire on the Demised Premises without prior notification to the Collier County Preserve Manager. The County may grant or refuse permission for a prescribed burn in its sole discretion.

ARTICLE 7. Access to Demised Premises

LESSOR, its duly authorized agents, representatives and employees, shall have the right to enter into and upon the Demised Premises or any part thereof at any time, without notice to the LESSEE, for the purpose of examining the same and making repairs, inspecting or curing a default or nuisance, or providing maintenance service therein, and for the purposes of inspection for compliance with the provisions of this Lease Agreement. If LESSOR should need to utilize the property for any length of time, for any purpose, the LESSOR shall advise the LESSEE of its intentions by oral notice.

LESSEE must not hunt, trap, fish or capture any wildlife upon the Demised Premises or allow others to do so unless: (1) the Demised Premises is established by the Florida Fish and Wildlife Conservation Commission as a public hunting area and hunting occurs in compliance with the laws and rules established for that area (EXHIBIT I); (2) LESSEE obtains prior written approval from the Collier County Preserve Manager.

ARTICLE 8. Assignment and Subletting



LESSEE covenants and agrees not to assign this Lease or to sublet the whole or any part of the Demised Premises, or to permit any other persons to occupy same without written approval from the LESSOR. Any such assignment or subletting, even with the consent of LESSOR, shall not relieve LESSEE from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Demised Premises.

ARTICLE 9. Indemnity

LESSEE, in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, shall indemnify, defend and hold harmless LESSOR, its agents and employees from and against any and all liability (statutory or otherwise), damages, claims, suits, demands, judgments, costs, interest and expenses (including, but not limited to, attorneys' fees and disbursements both at trial and appellate levels) arising directly from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (A) LESSEE'S use of the Demised Premises, (B) any work or thing whatsoever done, or any condition created (other than by LESSOR, its employees, agents or contractors) by or on behalf of LESSEE in or about the Demised Premises, (C) any condition of the Demised Premises due to or resulting from any default by LESSEE in the performance of LESSEE'S obligations under this Lease, or (D) any act, omission or negligence of LESSEE or its agents, contractors, employees, subtenants, licensees or invitees.

It is acknowledged that in accord with the terms of this Lease (i) certain uses may be made of the Demised Premises by the LESSOR and (ii) LESSOR may permit third parties to make use of the Demised Premises. The Demised Premises is unimproved agricultural pasture lands and/or naturally vegetated areas. LESSEE'S responsibilities for maintenance in accord with Article 11, and its responsibility and liability to LESSOR under this Article 9 are and shall be based on the standards of care required of a tenant of lands having the forgoing characteristics and uses and an absence of business invitees. In case any action or proceeding is brought against LESSOR by reason of any one or more thereof, LESSEE shall pay all costs, attorneys' fees, expenses and liabilities resulting there from and shall defend such action or proceeding if LESSOR shall so request, at LESSEE'S expense, by counsel reasonably satisfactory to LESSOR.

The LESSOR shall not be liable for any injury or damage to person or property caused by the elements or by other persons in the Demised Premises, or from the street or sub surface, or from any other place, or for any interference caused by operations by or for a governmental authority in construction of any public or quasi-public works. The LESSOR shall not be liable for any loss of livestock, livestock operation, equipment, improvements, or any other property of LESSEE resulting from any public use,

The LESSOR shall not be liable for any damages to or loss of, including loss due to petty theft, any property, occurring on the Demised Premises or any part thereof, and the LESSEE agrees to hold the LESSOR harmless from any claims for damages, except where such damage or injury is the result of the gross negligence or willful misconduct of the LESSOR or its employees.

ARTICLE 10. Insurance

LESSEE shall provide and maintain a farm liability policy which shall be approved by the Collier County Risk Management Department, for not less than an amount of One Million Dollars and No/100 Cents (\$1,000,000.00) throughout the term or any renewals thereof to this Agreement. In addition, LESSEE shall provide and maintain Worker's Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage shall include Employer's Liability with a minimum limit of ~~One~~ Three Hundred Thousand Dollars and No/100 Cents (~~\$100,000.00~~) (\$300,000.00) each accident.



Such insurance policy(ies) shall list Collier County as an additional insured thereon. Evidence of such insurance shall be provided to the Collier County Risk Management Department, 3335 Tamiami Trail East, Suite 101, Naples, Florida, 34112, for approval prior to the commencement of this Lease Agreement; and shall include a provision requiring ten (10) days prior written notice to Collier County c/o County Risk Management Department in the event of cancellation or changes in policy(ies) coverage. LESSOR reserves the right to reasonably amend the insurance requirements by issuance of notice in writing to LESSEE, whereupon receipt of such notice LESSEE shall have thirty (30) days in which to obtain such additional insurance.

LESSOR shall maintain such liability insurance, or self-funded liability reserves, as are appropriate to protect itself and LESSEE from third party claims based on use of the Demised Premises that the LESSOR is permitted to make, or allows third parties to make, in accord herewith.

ARTICLE 11. Maintenance

LESSEE shall be allowed to store, within the Demised Premises, in a location approved in writing by the Collier County Preserve Manager, any functional maintenance equipment and supplies required for activities directly related to beef cattle production on the Demised Premises.

LESSEE, at its sole cost and expense, shall mow the two hundred and five (205) acres of improved pasture within the Demised Premises a minimum of one (1) time per year (EXHIBIT E). LESSEE may roller chop specific areas of pasture when needed to control exotic and woody plant growth. LESSEE will notify the Collier County Preserve Manager before undertaking mowing or roller-chopping activities. Any off-site mowers or other equipment must be cleaned thoroughly prior to entering the Demised Premises to prevent the introduction of nuisance or exotic plant species. LESSEE shall develop the mowing schedule and include variables such as excessive rainfall, drought or other unforeseen conditions, and provide such schedule to the Collier County Preserve Manager.

Each individual improved pasture within the Demised Premises may include mineral feeders, supplemental feed trough, and molasses feed tanks to control cattle concentration areas. No outside hay may be brought into the Demised Premises to prevent introduction of nuisance or exotic plant species. Rotation of cattle shall continue throughout the year on a scheduled basis. In the event there has been an extremely dry and cold winter or an exceptionally wet season, the cattle will be managed by LESSEE to fit the available forage.

LESSEE may not fertilize improved pasture areas.

Unless specifically authorized in writing by LESSOR in advance, plowing, ditching or digging of water holes shall be prohibited.

LESSEE shall, at its sole cost and expense, keep the Demised Premises free from debris, litter, abandoned equipment and vehicles, and the like, at all times. If said Demised Premises are not kept free from debris, litter, abandoned equipment and vehicles, and the like, in the opinion of LESSOR, LESSEE'S manager will be so advised in writing. If corrective action is not taken within ten (10) days of the receipt of such notice, LESSOR will cause the same to be cleaned and corrected and LESSEE shall assume and pay all necessary cleaning costs and such costs shall constitute additional rent which shall be paid by LESSEE within ten (10) days of receipt of written notice of costs incurred by LESSOR.

The LESSEE, at its sole cost, shall repair all damage to the Demised Premises caused by LESSEE, its employees, agents, independent contractors, guests, invitees, licensees, and patrons.

The LESSEE, at its sole cost, shall remove from the Demised Premises in accordance with all applicable rules, laws and regulations, all non-naturally occurring solid, liquid, semisolid, and gaseous trash and waste (but not animal waste) and refuse of any nature whatsoever which might accumulate and arise from the operations of the LESSEE'S business. Such trash, waste and refuse shall be stored in closed containers approved by the LESSOR.



LESSEE shall make monthly inspections of fences and gates used to contain cattle and make repairs to the fencing as needed in compliance with LESSOR's standards and materials as contained in the Fence and Gate Specifications (EXHIBIT G).

LESSOR shall be responsible for all invasive exotic plant maintenance treatments and prescribed burning of non-pastureland habitats within the Demised Premises.

LESSEE must not apply or allow application of agricultural chemicals including herbicides or pesticides on the Demised Premises without prior, written approval from the Collier County Preserve Manager. If the County approves a request from LESSEE, LESSEE must, at a minimum: (1) comply with all federal, state and local laws, best management practices, regulations and guidelines including those administered by Florida Department of Agriculture and Consumer Services (FDACS); and (2) comply with any other condition of the Collier County Preserve Manager written approval.

LESSEE shall be responsible for providing to the LESSOR, on an annual basis at the time of rent payment, an inspection report of the property and its operations. At a minimum, the report must include the information identified in the Annual Cattle Information Report (EXHIBIT B).

LESSOR/ Collier County Preserve Manager shall visit the property at least semi-annually to evaluate the management and grazing operation. The LESSOR/ Collier County Preserve Manager and the LESSEE/Managing Partner shall meet annually to review and, if necessary, revise any grazing and/or pasture management plans.

LESSEE shall report any violation observed pertaining to rules and regulations promulgated by Collier County or the Florida Fish and Wildlife Conservation Commission. LESSEE shall immediately report any incidence of the following:

- Fire
- Vandalism
- Theft
- Poaching
- Trespassing
- Any hazard, condition or situation that may become a liability to the County or may be damaging to the property or improvements on the property.

LESSEE has no affirmative duty to actively monitor conditions for discovery of such activities.

Any expense related to utilities used solely by the LESSEE shall be paid for by the LESSEE.

ARTICLE 12. Default by LESSEE

Failure of LESSEE to comply for thirty (30) days with any material provision or covenant of this Lease shall constitute a default, LESSOR may, at its option, terminate this Lease after thirty (30) days written notice to LESSEE, unless the default be cured within the notice period (or such additional time as is reasonably required to correct such default). However, the occurrence of any of the following events shall constitute a default by LESSEE, and this Lease may be immediately terminated by LESSOR:

- (a) Abandonment of Demised Premises or discontinuation of LESSEE'S operation.



- (b) Falsification of LESSEE or an agent of LESSEE of any report required to be furnished to LESSOR pursuant to the terms of this Lease.
- (c) Filing of insolvency, reorganization, plan or arrangement or bankruptcy.
- (d) Adjudication as bankrupt.
- (e) Making of a general assignment for the benefit of creditors.
- (f) If LESSEE suffers this Lease to be taken under any writ of execution.

In the event of the occurrence of any of the foregoing defaults in this ARTICLE, LESSOR, in addition to any other rights and remedies it may have, shall have the immediate right to enter and remove all persons and property from the Demised Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE, all without service of notice or resort to legal process and without being deemed guilty of trespass or being liable for any loss or damage which may be occasioned thereby.

LESSOR may, at its option, terminate this Lease after receipt by LESSEE of thirty (30) days' notice in writing if a lien is filed against the property or the leasehold interest of the LESSEE, and not removed within thirty (30) days by LESSEE, pursuant to the Florida Mechanics Lien Law.

If LESSEE fails to pay the rental amount or any additional charges when due to LESSOR as specified in this Lease, and if said amounts remain unpaid for more than ten (10) days past the due date, the LESSEE shall pay LESSOR a late payment charge equal to five (5) percent of any payment not paid promptly when due. Any amounts not paid promptly when due shall also accrue compounded interest of two (2) percent per month or the highest interest rate then allowed by Florida law, whichever is higher, which interest shall be paid by LESSEE to LESSOR.

ARTICLE 13. Default by LESSOR

LESSOR shall in no event be charged with default in the performance of any of its obligations hereunder unless and until LESSOR shall have failed to perform such obligations within thirty (30) days (or at LESSOR'S sole discretion, such additional time as is reasonably required to correct such default) after notice to LESSOR by LESSEE properly specifying wherein LESSOR has failed to perform any such obligations.

ARTICLE 14. Notices

Any notice which LESSOR or LESSEE may be required to give to the other party shall be in writing to the other party at the following addresses:

LESSOR:

Board of County Commissioners
c/o Real Property Management
3335 Tamiami Trail East, Suite 101
Naples, Florida 34112

LESSEE:

cc: Office of the County Attorney
3299 Tamiami Trail East, Suite 800
Naples, Florida 34112

Conservation Collier Program Coordinator
Golden Gate Community Park



3300 Santa Barbara Blvd.
Naples, FL 34116

ARTICLE 15. Surrender of Premises

LESSEE shall remove any improvements completed by LESSEE prior to the expiration of this Lease and shall deliver up and surrender to LESSOR possession of the Demised Premises and any improvements not removed upon expiration of this Lease, or its earlier termination as herein provided, in as good condition and repair as the same shall be at the commencement of the term of this Lease or may have been put by LESSOR or LESSEE during the continuance thereof, ordinary wear and tear and damage by fire or the elements beyond LESSEE'S control excepted.

ARTICLE 16. General Provisions

LESSEE agrees to contain cattle within the Demised Premises and prevent cattle from roaming off of the Demised Premises.

LESSEE shall give oral notice to the Collier County Preserve Manager at least three (3) days prior to any planned cattle round-up or additional cattle release, to allow the Collier County Preserve Manager the option to observe the cattle round-up or release.

LESSEE shall maintain no less than Fifteen (15) and no more than Thirty-Five (35) Animal Units at the Demised Premises without written authorization from LESSOR. Increases to the maximum stocking rate shall be subject to acceptable range conditions and as determined by the Collier County Preserve Manager. Animal Units will be established based on the following table:

Table 1: Animal Unit Equivalent Guide

Species	Average Weight (pounds)	Animal Unit Equivalent (AUE)
Cow, dry	950	0.92
Cow with calf	1,000	1.00
Bull, mature	1,500	1.35
Cattle, 1 year old	600	0.60
Cattle, 2 year old	800	0.80

LESSEE shall have the right to camp overnight on the Demised Premises, at LESSEE'S own risk, and shall be required to obtain any necessary permits, if required, for this use.

If LESSEE should elect to destroy sick cattle, any use of firearms shall be permitted by LESSOR so as long as LESSEE is legally permitted to possess such firearm in the County of Collier and / or the State of Florida, as applicable.

LESSEE acknowledges that there shall be no game hunting or any dispensation of firearms by LESSEE or his invitees upon the Demised Premises except as specifically allowed under this Lease.

LESSEE fully understands that the police and law enforcement security protection provided by law enforcement agencies for the above referenced Demised Premises is limited to that provided to any other business or agency situated in Collier County, and acknowledges that any special security measures deemed necessary for additional protection of the Demised Premises shall be the sole responsibility and cost of LESSEE and shall involve no cost or expense to LESSOR.



LESSEE expressly agrees for itself, its successor and assigns, to refrain from any use of the Demised Premises which would interfere with or adversely affect the operation or maintenance of LESSOR'S standard operations where other operations share common facilities.

- (a) Rights not specifically granted the LESSEE by this Lease are hereby reserved to the LESSOR.
- (b) LESSEE agrees to pay all sales tax imposed on the rental of the Demised Premises where applicable under law.
- (c) If applicable, LESSEE agrees to pay all intangible personal property taxes that may be imposed due to the creation, by this Lease, of a leasehold interest in the Demised Premises or LESSEE'S possession of said leasehold interest in the Demised Premises.
- (d) LESSEE acknowledges that LESSOR will allow limited seasonal hunting on the Demised Premises under the regulations of the Florida Fish and Wildlife Commission CREW Wildlife Environmental Area.

ARTICLE 18. Extent of Liens

All persons to whom these presents may come are put upon notice of the fact that the interest of the LESSOR in the Demised Premises shall not be subject to liens for improvements made by the LESSEE, and liens for improvements made by the LESSEE are specifically prohibited from attaching to or becoming a lien on the interest of the LESSOR in the Demised Premises or any part of either. This notice is given pursuant to the provisions of and in compliance with Section 713.10, Florida Statutes.

ARTICLE 19. Quiet Enjoyment

Subject to LESSOR'S rights provided in this Lease, LESSOR covenants that LESSEE, on paying the rental amount and performing the covenants, terms and conditions required of LESSEE contained herein, shall peaceably and quietly have, hold and enjoy the Demised Premises and the leasehold estate granted to LESSEE by virtue of this Lease Agreement.

ARTICLE 20. Waiver

No failure of LESSOR to enforce any terms or conditions herein shall be deemed to be a waiver.

ARTICLE 21. Effective Date

This Lease shall become effective on March 1, 2019.

ARTICLE 22. Governing Law

This Lease shall be governed and construed in accordance with the laws of the State of Florida.

ARTICLE 23. Assignment LESSEE shall have the right to assign this Lease to a legal entity owned or controlled by LESSEE. LESSOR must be advised of any such assignment in writing.



IN WITNESS WHEREOF, the parties hereto have hereunder set forth their hands and seals.

AS TO THE LESSOR:

DATED: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

Deputy Clerk

BY: _____

AS TO LESSEE:

DATED: _____

WITNESSES:

(Signature)

(Print Name)

BY: _____

(Signature)

(Print Name)

(Signature)

(Print Name)

BY: _____

(Signature)

(Print Name)

Approved as to form and legality:

Jennifer A. Belpedio
Assistant County Attorney



Exhibit "A"
(Legal Description of Demised Premises)

PROPERTY TAX IDENTIFICATION NUMBER: 00053080006 LEGAL

DESCRIPTION:

WEST HALF (W1/2) OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 28 EAST, OF COLLIER COUNTY, FLORIDA.

AND

PROPERTY TAX IDENTIFICATION NUMBER: 00053080200 LEGAL

DESCRIPTION:

NORTHWEST QUARTER (NW1/4) OF NORTHEAST QUARTER (NE1/4) OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 28 EAST, OF COLLIER COUNTY, FLORIDA.

EXCEPT SELLERS RESERVE ANY OIL, GAS, AND MINERAL, RIGHTS OWNED BY THEM AS SET FORTH IN ANY PREVIOUSLY RECORDED DEED.



Exhibit “B”
(Required Information for Annual Cattle Operation Report)

For each field:

- 1 Date animals are moved from one pasture to the next.
- 2 Name of herd.
- 3 Number of animals in the herd.
- 4 Field the animals were moved from.
- 5 Field the animals are moved to.
- 6 Notes on forage conditions when animals are moved into and out of each field (i.e. forage height, forage quality, weeds, insects, etc.).
- 7 Body condition score of animals when they are moved.
- 8 Notes on management activities that have been conducted, such as when supplement feeders were moved, and when supplemental water sources were cleaned or repaired

Exhibit "D" (Property Boundary Map)

Conservation Collier: Caracara Prairie Preserve

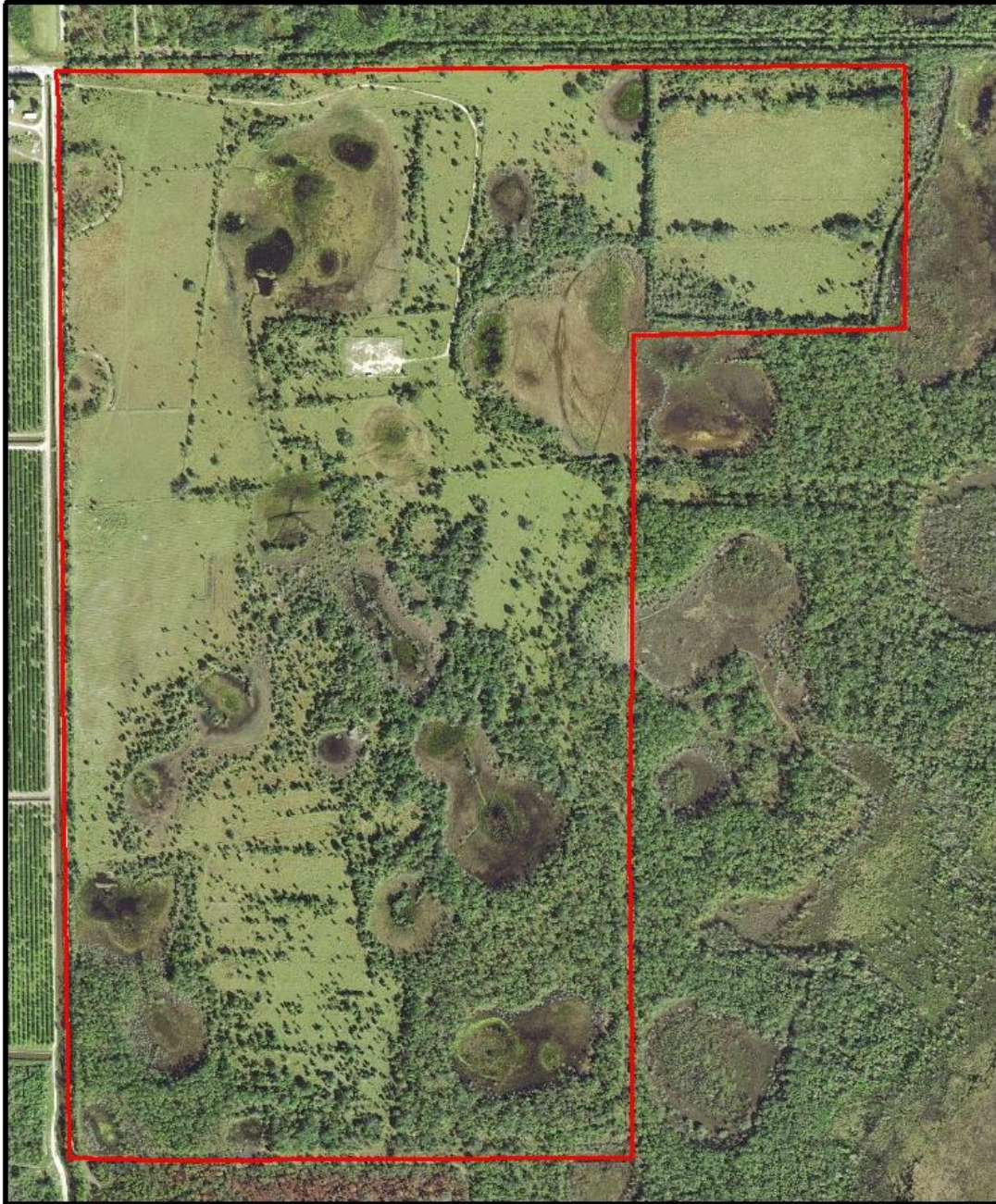




Exhibit "E" (Caracara Prairie Preserve Pasture Map)

Caracara Prairie Preserve Pasture Map



0 500 1,000 Feet



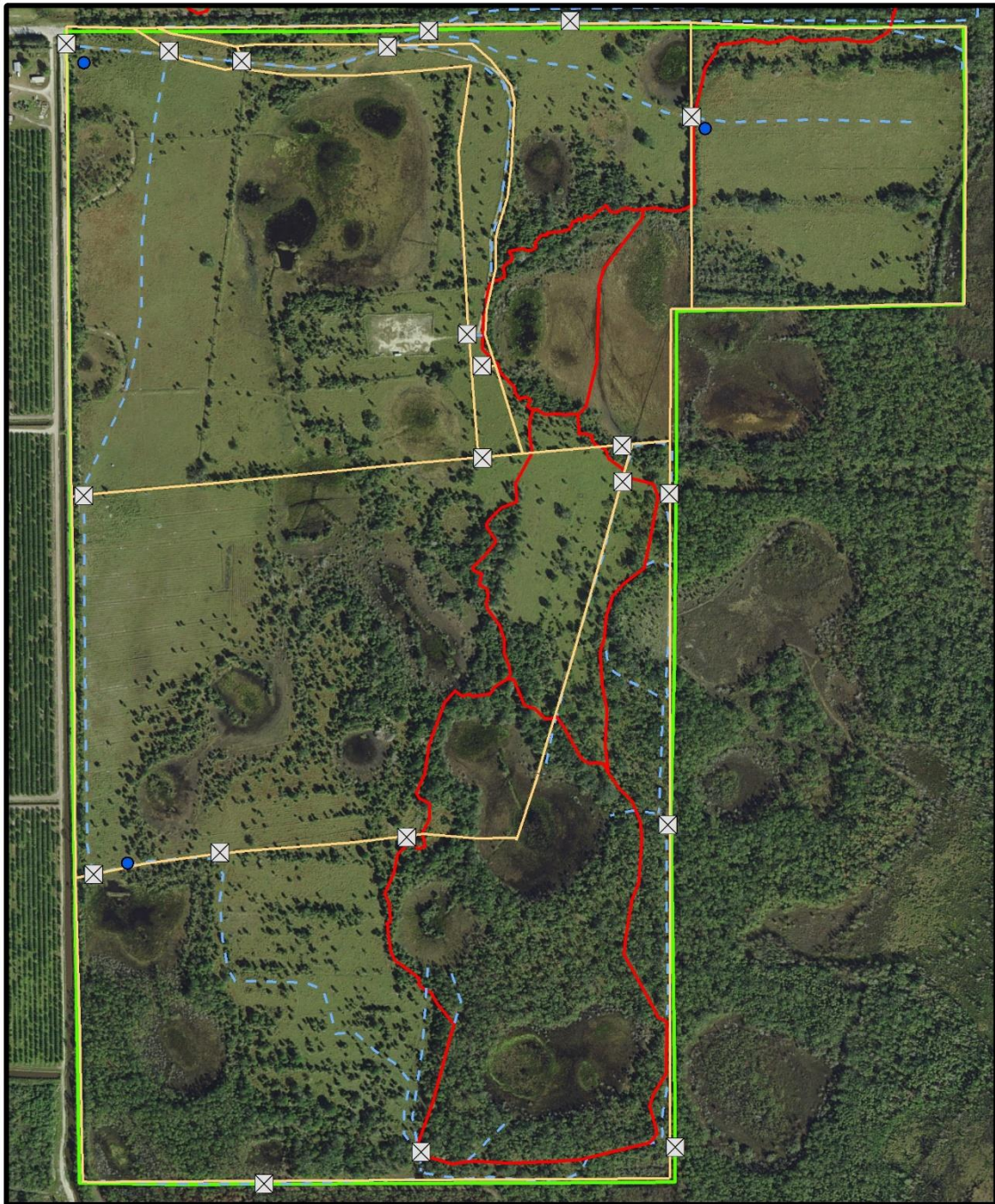
Legend

-  Pasture
-  Preserve Boundary

Data Source: 2005 Aerials & Parcels-Collier County Property Appraiser
Conservation Lands-Florida Natural Areas Inventory
Created by: Conservation Collier\ M. Hennig
G:\Conservation Collier\grant applications and information\DEP BIPM\Starnes\ Exotic Map.mxd and .jpg
Date: Feb. 2008

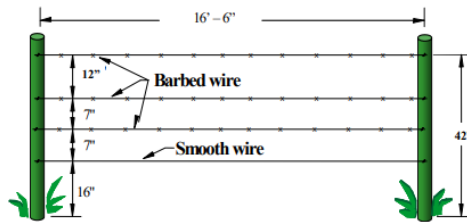
Exhibit "F" (Cattle Fencing, Water Sources, Service Roads and Access Gates)

Caracara Prairie Preserve- Cattle Lease



Caracara Prairie Preserve	Fenceline	Public Hiking Trail		0 250 500 Feet
Gates	Water Sources	Service Road		

Exhibit "G" (Specifications for 4-Strand Barbed Wire Fence Construction)



Fence Line Clearing:

1. A fence line clearing devoid of all shrubs, trees, and stumps shall be established sufficient to set posts, erect the new fence, and permit full range of travel for all gates.
2. Any earth disturbed during line clearing shall be returned, as close as possible, to the area's original grade.
3. All removed vegetation shall be properly disposed. Vegetation may be burned on-site with permission of the LESSOR once all necessary permits have been obtained. If not burned, all vegetation shall be disposed of off-site and evidence of proper disposal shall be provided.

Fence Construction:

1. A boundary fence with gates shall be constructed to securely contain cattle within the grazing unit. Fence lines shall run as straight as possible. The fence shall be four (4) strand barbed wire spaced equal distance apart starting sixteen (16) inches above the ground up to a height of forty-two (42) inches. All barbed wire shall be stretched completely so that it is springy to the touch before being fastened to the post. Wire shall be fastened and run on the inside of posts. The space between the top two strands shall be a minimum of 10" with 12" being most ideal. When possible, the bottom-most strand shall be smooth wire to facilitate wildlife movement.
2. The barbed wire shall be at least class 3, 15.5 gauge high tensile with minimum breaking load 950 lbs. Barbs shall be 15.5 gauge, 4-point double wrap with 5 inch spacing. Barbed wire shall conform to A.S.T.M. A 121 standards.
3. Staples shall be a standard galvanized, 9-gauge, minimum 1-1/4 inch heavy duty barbed wire fence type.
4. All posts and braces shall be southern pine or other treatable species and shall meet current industry standards for physical quality and wood preservation.
5. Line posts (3 1/2-inch top and 6 1/2 feet long) shall be installed plumb, a maximum of 16 feet apart, and embedded 24 inches in the ground. Backfill posts by thoroughly tamping soil around the post after every 4" of depth. Posts shall not be shortened to avoid rock removal or additional excavation.



6. Brace posts (6-inch top and 8 feet long) shall be used in brace assemblies. Brace posts shall be installed plumb and embedded 3 1/2 feet in the ground. A double brace assembly shall be placed at the beginning and end of each fence run and single brace assemblies at 1/4-mile intervals. All corners shall have double brace assemblies on each side. A single brace assembly consists of two brace posts connected at their midpoints with a line post (a single "H") will be installed at 1/4 mile intervals with two strands of #9 slick wire connected diagonally from the top of one post to the bottom of the other post. The connecting line post shall have a support line post to the ground at its midpoint. This wire shall be tightly wound. Connection points of all posts shall be securely nailed using galvanized, 16d, 3" nails. Double brace assemblies shall consist of three brace posts, two connecting line posts, and two support posts (a double "H"). A strand of #9 slick wire shall be fastened at the top of the "pull side" post and run diagonally, on either side of the connecting line post, to the bottom of the other brace post (away from the direction of the pull) This wire shall be tightly wound. Connection points of all posts shall be securely nailed using galvanized, 16d, 3" nails. Backfill posts by thoroughly tamping soil around the post after every 4" of depth. Posts shall not be shortened to avoid rock removal or additional excavation.



Exhibit “G”

(Specifications for 4-Strand Barbed Wire Fence Construction)

Gate Construction and Placement:

4. Gate locations and sizes shall be determined by the LESSOR. Gates shall be set 6” off the ground or as close to that as possible. All gates shall swing level in both directions, shall meet square, and be no more than 6” apart when closed (except as noted below for 4’ gates). Double brace assemblies shall be constructed on either side of all gates.
5. All gates shall be utility-type, galvanized, 6-rail with vertical braces, and constructed of 1-5/8” 20-gauge tube steel with a smooth finish. All gates shall be 50” in height and individual lengths shall depend on LESSOR needs. Technical specifications and drawings of gates similar to LESSOR requirements can be found at www.behlencountry.com.
3. Four-foot gates shall be hinged to swing to the inside and when closed the leading edge shall extend approximately 4 inches onto the corresponding brace post so that the gate will not swing to the outside. A galvanized metal spring shall be attached to the outside of the gate so that it tightly holds the gate closed but a person can easily open.

Exhibit "H" (Cattle and Calf Best Management Practices Resources)

After Enrolling in BMPs

An important part of BMP implementation is documenting it through record keeping, as specified in FDACS rules and BMP manuals. This is sometimes the only way to confirm BMP implementation. BMP records should be accurate, clear, and well-organized. You may develop your own record-keeping forms or use the ones provided in the manual.

FDACS staff, UF/IFAS Basin Area Team Extension agents, soil and water conservation districts, and USDA-NRCS can assist producers with BMP implementation and record-keeping methods.

For assistance with enrolling in and implementing BMPs:

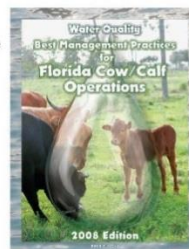
Call - (850) 617-1727 or
Email - AgBMPHelp@FreshFromFlorida.com

FDACS Office of Agricultural Water Policy
1203 Governors Square Blvd., Suite 200
Tallahassee, FL 32301
Office: (850) 617-1700
Fax: (850) 617-1701
www.freshfromflorida.com/Divisions-Offices/Agricultural-Water-Policy

Best Management Practices for Florida Cow/Calf Operations

What are Best Management Practices?

Agricultural Best Management Practices (BMPs) are practical measures that producers can take to reduce the amount of fertilizers, pesticides, animal waste, and other pollutants entering our water resources. They are designed to improve water quality while maintaining agricultural production.



Working with stakeholders, the Florida Department of Agriculture and Consumer Services (FDACS) adopted a statewide cow/calf manual. The BMP manual covers key aspects of water quality and water conservation. Typical practices include:

Nutrient Management to determine nutrient needs and sources, and manage nutrient applications (including manure) to minimize impacts to water resources.

Irrigation Management to address the method and scheduling of irrigation to reduce water and nutrient losses to the environment.

Water Resource Protection using buffers, setbacks, and swales to reduce or prevent the transport of sediments and nutrients from production areas to waterbodies.



Florida Department of
Agriculture and Consumer Services
Adam H. Putnam, Commissioner

Examples of Cow/Calf BMPs

Nutrient Management

- Using UF/IFAS recommended fertilization rates
- Utilizing soil and tissue tests for pH and nutrient analysis
- Appropriately storing fertilizer, as well as chemicals
- Establishing and maintaining vegetative buffer strips to filter runoff before entering waterbodies
- Utilizing cross fencing or fencing of sensitive areas to allow for animal rotation and protection of waterbodies
- Placing water troughs away from heavily used waterbodies
- Properly utilizing waste to be spread on pastures
- Managing livestock distribution to reduce any concentrated accumulation of waste that could lead to contaminating ground water or surface waters
- Utilizing controlled-release fertilizers

Alternative Water Supply Sources

- Capturing rainwater in stormwater ponds for later use
- Utilizing reuse (treated wastewater) water for irrigation
- Constructing troughs or tanks for a clean water supply to prevent health hazards

Prescribed Grazing

- Grazing on established forage heights to maintain plant vigor, prevent soil erosion, and maintain soil moisture levels
- Incorporating flash grazing in established wetland exclusion areas to manage existing vegetation

Water Resources Management

- Determining the general water requirements for primary forage grasses and improved pastures
- Replacing dilapidated water control structures with structures that match original specifications and use good sediment and control measures

Wellhead Protection

- Excluding livestock within a 75-foot radius of potable wells
- Constructing new wells up-gradient as far as possible from likely pollutant sources such as petroleum storage tanks, septic tanks, chemical mixing areas, and livestock confinement facilities

Why should I implement BMPs?

- Some BMPs can help you operate more efficiently and reduce costs, while you help protect the environment. Also, producers enrolled in FDACS BMP programs are eligible for cost-share, when available, for certain practices.
- Implementing (and maintaining) verified FDACS-adopted BMPs provides a presumption of compliance with state water quality standards for the pollutants addressed by the BMPs.
- BMP implementation provides protection under the Florida Right to Farm Act from duplicative local regulation.
- Producers who implement FDACS-adopted BMPs might satisfy some water management district permitting requirements. Check with your district.
- In areas with adopted basin management action plans (BMAPs), and some other designated areas, producers who implement BMPs avoid having to conduct costly water quality monitoring.
- BMP participation demonstrates agriculture's commitment to water resource protection, and helps maintain support for this alternative approach.

How do I participate in BMPs?

1. Schedule a meeting with a BMP team member, who will provide a free FDACS BMP manual and other BMP-related information.
2. Participate with the team member in a free assessment of your operation, to determine which BMPs apply to you.
3. Fill out a BMP checklist and sign the Notice of Intent (NOI) to implement the BMPs.
4. Keep a copy of the checklist and signed NOI in your records.
5. Implement and maintain the applicable BMPs and keep adequate records, to maintain a presumption of compliance with state water quality standards.
6. If you would like to receive a Certificate of Enrollment in BMPs, contact FDACS at (850) 617-1727 or email AgBmpHelp@FreshFromFlorida.com.



Exhibit "I" (Baseline Inspection Report)

Caracara Prairie Preserve Baseline Inspection Report					
Inspector:					
Project Name:			Acreage:		
Lessee:			Purpose:		
Lease No.			Status:		
County					
Funding Year:		Inspection Date:		Inspection Type:	
Inspection Questionnaire:	YES	NO	NA	Action Required	Comments/ Recommendations
Has the land manager performed the lease area walk-through with the new lessee?					
Is the entire property perimeter fenced? If not, identify the portion remaining unfenced? Is there a new fence and gate plan requirement in place for the new lease?					
Are there any existing buildings on the property that were inventoried at the baseline (e.g. residences, buildings, barns)? If yes, provide the exact lat/long and photos representing the condition of each.					
Are there any pumps on the property? If yes, provide exact location (lat/long) and photos representing condition of each.					
Are there wells on the property? If yes, provide exact location (lat/long) and photos representing condition of each.					
Is there any personal property on premises? If yes, provide exact location (lat/long) and photos representing condition of each.					
Is there any evidence of unauthorized mowing, vegetation removal, vegetation maintenance methods and land clearing, dredging or filling activities in wetlands from the previous lessee? If yes, provide exact location (lat/long) and photos representing condition of each.					
Is the leased area free of refuse/garbage/litter? If no, provide exact location (lat/long) and photos representing the condition of each.					
LESSEE's Acknowledgement and Signature:					Date:



Exhibit "I" (Baseline Inspection Report)

Caracara Prairie Preserve Baseline Inspection Report					
Inspector:					
Project Name:			Acreage:		
Lessee:			Purpose:		
Lease No.			Status:		
County					
Funding Year:		Inspection Date:			Inspection Type:
Inspection Questionnaire:	YES	NO	NA	Action Required	Comments/ Recommendations
Is there any evidence of spills of contaminants, hazardous/ toxic substance that requires clean-up or remediation (e.g. petroleum products, pesticides, fertilizers, animal vaccinations, and parasite control pharmaceuticals)?					
Are there any fuel tanks (above ground or below) on the property? If yes, provide exact location (lat/long) and photos representing the condition of each.					
Is there evidence of unauthorized activities such as trespass, vandalism, squatting, etc. If yes, please document/ photograph activities.					
Are the public facilities (parking lots, trails, trail signs, blaze posts) in good condition? If no, document the condition and provide photos.					
LESSEE's Acknowledgement and Signature:					Date:

Exhibit "J"

(Public Hiking Trails at Caracara Prairie Preserve)

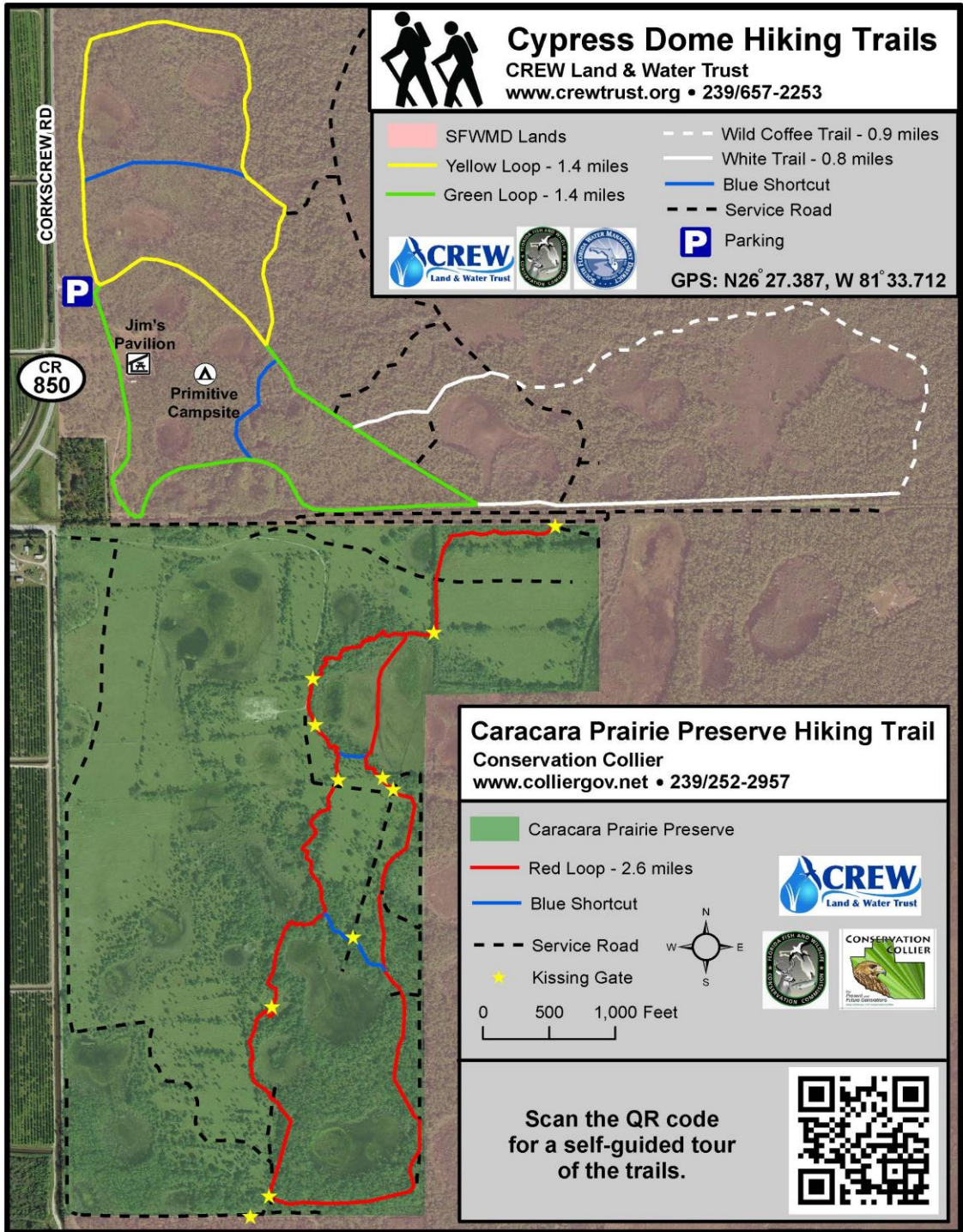




Exhibit “K”
(CREW WEA Hunting Regulations)

For information regarding area hunting regulations and season dates,
please reference the FWC CREW WEA regulations brochure at:

<http://myfwc.com/hunting/wma-brochures/s/crew/>