



**PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FLORIDA 34654**

TELEPHONE: (727) 847-8194

FACSIMILE: (727) 847-8065

pascocountyfl.net

R

REQUEST FOR PROPOSAL

RFP 07-135K

AGRICULTURAL USE OF McKENDREE PROPERTY ANNUAL AWARD

SUMMARY OF WORK

Pasco County Utilities intends to allow agricultural usage of approximately seventy-three (73) acres of undeveloped County property located at 9928 McKendree Road, San Antonio, Florida. The annual fee is to be paid to Pasco County for usage.

The Pasco County Purchasing Department will receive sealed bids until 2:00 p.m., local time (our clock), on June 8, 2007, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida. Bids received after this time will not be accepted. Bids will be publicly opened and read at the above-stated time and date. All interested parties are invited to attend. Bidders shall submit one (1) original bid form.

Insurance coverage is required for this project; please refer to the Special Provisions.

This cover is only intended to inform vendors of the pending Request for Proposal. For complete details, please refer to the complete proposal package.

Please immediately advise of address changes or if you wish to have your firm removed from the vendor list. Vendors receiving this notice must submit either a bid/proposal or "NO BID" to remain on our vendor list for the specified commodity or service. A "NO BID" is provided on Page 2 for your convenience.

This cover is only intended to inform vendors of a pending Invitation for Bid or Request for Proposal. For complete details, please refer to the complete bid/proposal package.

Bid documents may be downloaded by visiting www.PascoCountyFL.net or by requesting copies from the Purchasing Department at no cost. Pasco County is not responsible for expenses incurred prior to award by the Board of County Commissioners (BCC).

Kathleen M. Brewer
Senior Buyer



**PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FLORIDA 34654**

STATEMENT OF NO PROPOSAL

We, the undersigned, have declined to submit a bid response to Invitation for Bid No. 07 -135K for the following reason(s):

Please check all that apply.

1. ☐ Opening date does not allow sufficient time to complete bid response.
2. ☐ We do not offer the commodities or services requested.
3. ☐ Our schedule would not permit us to perform.
4. ☐ We are unable to meet the issued specification.
5. ☐ Specifications are restrictive (please explain below).
6. ☐ We are unable to meet the surety requirements.
7. ☐ Other: _____

Explanations: _____

We understand that if a "NO BID" is not returned, our firm will be removed from the bidders' list for the subject commodity.

Name: _____

Signature: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Facsimile: _____

Fed. ID No.: _____

IMPORTANT!—PLEASE READ CAREFULLY BEFORE MAKING BID

GENERAL PROVISIONS

ACKNOWLEDGMENT OF AMENDMENTS

Proposers shall acknowledge receipt of any amendment to the solicitation by identifying the amendment number in the space provided for this purpose on the proposal form, by letter, or by returning a copy of the issued amendment with the submitted proposal. The acknowledgment must be received by Pasco County by the time and at the place specified for the receipt of proposals. Failure to acknowledge an issued amendment may result in proposal rejection and disqualification.

ADDITIONAL INFORMATION

Questions concerning the contract or technical portions of the proposal document must be submitted in writing to Scott P. Stromer, Purchasing Director, Pasco County Purchasing Department; 8919 Government Drive; New Port Richey, Florida 34654; fax machine number (727) 847-8065. Proposers are cautioned that any statements made by individuals, or employees of Pasco County, that materially change any portion of the proposal document shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. No contractual or technical questions will be accepted after ten (10) days prior to the date set for proposal opening.

ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

APPLICABLE LAW

The contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.

PROPOSER CERTIFICATION

The proposer agrees that submission of a signed proposal form is certification that the proposer will accept an award made to it as a result of the submission.

BIDDERS' LIST

Failure to submit a proposal for the item(s) specified will result in removal from the bidders' list for such (an) item(s). If a proposal is not submitted, a "NO PROPOSAL" response must be submitted to remain on Pasco County's bidders' list for such items.

PROPOSAL CLARIFICATIONS

If any party contemplating the submission of a proposal on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, he should submit a written request for an interpretation thereof to the Purchasing Director. Proposer's concerns, regarding clarification of specifications and/or discrepancies and/or omissions and/or changes to the attached specifications shall be made in writing and received by the County no later than ten

(10) calendar days prior to the proposal opening date. The letter from the proposer shall state clearly, and in detail, the basis for such concern(s) or request(s). The letter shall be addressed to the Purchasing Director, and marked "PREPROPOSAL QUESTION" on the face of the envelope. The Purchasing Director will respond in writing. An interpretation of the proposal invitation document will be made only by addendum duly issued to each party receiving a proposal invitation. All such addenda shall become part of the contract documents. Pasco County shall not be responsible for explanations or interpretations of proposal invitation documents except as issued in accordance herewith. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in proposer waiving his/her right to dispute the proposal specification.

PROPOSER INVESTIGATIONS

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by Pasco County upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

PROPOSAL FORM SUBMISSION

Proposals shall be submitted on the attached forms. Proposals concerning separate proposal invitations must not be combined on the same form or placed in the same envelope. Proposals submitted in violation of this provision shall not be considered. All proposals must be signed, in ink, in order to be considered. Erasures are not acceptable on proposals; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the proposer is a firm or corporation, the proposer must show the title of the individual executing the proposal, and if the individual is not an officer of the firm or corporation, the proposer must submit proof that the individual has the authority to obligate the firm or corporation. PROPOSALS MAY NOT BE ALTERED OR AMENDED AFTER THE PROPOSAL CLOSING.

PROPOSAL ENVELOPES

Envelopes containing proposals must be sealed and marked in the lower left-hand corner with the invitation number, commodity, and date and hour of opening of proposals. Failure to do so may cause proposal not to be considered. Express Company, or Express Mail envelopes containing a sealed proposal shall also be sealed and marked in the lower left-hand corner with the invitation number, commodity, and date and hour of opening of proposals.

PROPOSAL RECEIPT AND OPENING

Pasco County will receive sealed proposals until date and time indicated on proposal cover. Proposals must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 8919 Government Drive, New Port Richey, Florida, where they will be opened at the stated time. Proposals must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover sheet (Request for Proposal) for the proposal opening. Proposals received after the date and time of the proposal opening will be received, date stamped, and returned to the proposer unopened. It is the responsibility of the proposer to ensure that proposals arrive at the designated opening place on time. Late or nondelivery due to mail or express delivery company failure will not be considered adequate reason for

consideration of late proposals. FACSIMILE (FAXED) PROPOSALS WILL NOT BE ACCEPTED, AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD. Notes may be taken at the public reading of the proposal(s) at the specified time and date of the opening or a personal inspection may be made of the proposal(s) after award has been made and documents are placed in central and public files.

PROPOSAL ACCEPTANCE PERIOD

Any proposal submitted as a result of the solicitation shall be binding on the proposer for a minimum of ninety (90) calendar days following the proposal opening date. Any proposal for which the proposer specifies a shorter acceptance period may be rejected.

CONFLICT OF INTEREST

The contractor, by submission of its proposal, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

COLLUSION AMONG PROPOSERS

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. Pasco County may or may not, at its discretion, accept future proposals for the same work from participants in such collusion. More than one (1) proposal from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one (1) proposal for the work being proposed may result in rejection of all proposals in which the proposer is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a proposal for the work.

DEBARMENT

By submitting a proposal, the proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

EXCEPTIONS

Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form or appendix. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING PROPOSAL

Pasco County accepts no responsibility for any expense incurred by the proposer in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the proposer.

FORCE MAJEURE

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

FAILURE TO DELIVER

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, Pasco County may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting proposals to Pasco County for a maximum of three (3) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

FAILURE TO ENFORCE

Failure by Pasco County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

FAIR LABOR STANDARDS

By submission of a proposal, proposer certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal Regulations.

INDEPENDENT CONTRACTOR

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Pasco County; and Pasco County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants or agents. Pasco County shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Pasco County shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by Pasco County for its employees.

INSURANCE REQUIREMENTS

Prior to the time contractor is entitled to commence any part of the project, work, or services under this contract, contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the County of 1) certificates of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000.00 for each accident.
2. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$2,000,000.00, each occurrence; and property damage of not less than \$1,000,000.00, each occurrence. (Combined single limits of not less than \$2,000,000.00, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than \$50,000.00 per occurrence, unless otherwise stated by exception herein.
3. Comprehensive Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than \$300,000.00, each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to County by certified mail to: Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida 34654. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by said contractor from its insurer; and nothing contained herein shall absolve contractor of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of contractor.
3. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County.
4. Pasco County Board of County Commissioners shall be endorsed to the required policy or policies as an additional named insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's self-insured retentions of whatever nature.

County hereby waives subrogation rights for loss or damage against the County.

IDENTICAL PROPOSALS

Identical proposals or proposals which otherwise appear suspicious will be reported to the County Attorney for investigation.

LIMITATION OF COST

The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

NONCONFORMING TERMS AND CONDITIONS

A proposal response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as nonresponsive. Pasco County reserves the right to permit the proposer to withdraw nonconforming terms and conditions from its proposal response prior to a determination by Pasco County of nonresponsiveness based on the submission of nonconforming terms and conditions.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by Pasco County.

PUBLIC INFORMATION

Upon public opening of all proposals or proposals presented to Pasco County as a result of this solicitation, any and all information contained therein is considered public and may be reviewed by any persons interested in doing so.

QUALIFICATIONS OF PROPOSERS

The proposer may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy Pasco County in regard to the proposer's qualifications. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to Pasco County all information for this purpose that may be requested. Pasco County reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy Pasco County that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
2. The ability of the proposer to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
4. The quality of performance of previous contracts or services.

END OF GENERAL PROVISIONS

SPECIFICATIONS
REQUEST FOR PROPOSAL
PASCO COUNTY McKENDREE PROPERTY
AGRICULTURAL USAGE

1.0 **SCOPE OF SERVICES**

1.1 **Introduction:**

1.1.1 Pasco County Services Branch intends to allow agricultural usage of approximately seventy-three (73) acres of an eighty (80) site of undeveloped County property located at 9928 McKendree Road., San Antonio, Florida.

1.1.2 Anticipated use is mowing for hay production.

1.2 **Requirements:**

The successful bidder must:

1.2.1 Adhere to best range management practices as described in the "National Range and Pasture Handbook." Mowing and rotation schedules, etc., shall be submitted for review as part of the proposal.

1.2.2 Approximately 6.73 acres will be excluded from use due to a previous agreement with Can Am-Flyers (a remote control airplane club). The site is described on Attachment No. 1, found on Page 12.

1.2.3 The successful bidder shall permit County access and shall install a County lock on any and all gates on the perimeter of the site.

1.2.4 The successful bidder shall not make any alterations, additions, or improvements to the site without the prior written consent from the Assistant County Administrator of the Utilities Services Branch, which consent may be withheld in the County's sole and absolute discretion.

1.2.5 The successful bidder agrees to provide any and all necessary repairs to the site that may be caused by bidder's vehicle and/or equipment.

1.2.6 The successful bidder agrees not to suffer, commit, or allow to be committed any waste on the site, nor make any unlawful, improper or offensive use of the site. The successful bidder shall not suffer, commit, or allow to be committed any release of any hazardous substances regulated by Federal, State, or local laws, rules, or ordinances of any government agency or authority. The bidder agrees to comply with all easements, reservations, restrictions, and other matters of record, if any, encumbering the site. The successful bidder shall agree to comply with any and all city, County, or State regulations, rules, or ordinances pertaining to the use of

County-owned property. The successful bidder, at no cost to the County, shall provide a measure of security for the site and shall advise the County of any unusual activity.

- 1.2.7 Upon the expiration, revocation, termination, or default pursuant to Section 1.2.13, the successful bidder shall, at no expense to the County, 1) remove any and all equipment or property placed on or about the site, 2) return the site and all improvements (if any), unless otherwise agreed to in writing, to a condition equal to or better than the condition of the site as of the award. In the event the successful bidder fails to remove any or all equipment or property on or about the site after reasonable notice by Pasco County, the bidder's equipment or property will be considered abandoned, even if the bidder's address is known. Pasco County may elect to have said equipment or property removed in accordance with applicable laws of the State of Florida.
- 1.2.8 The successful bidder acknowledges that it assumes all risk of loss or damage to any and all property, which the bidder may place or locate on the site, and that Pasco County shall have no liability or responsibility to the bidder for such property. The successful bidder shall be responsible for maintaining any insurance coverages on the bidder's property, which the bidder deems necessary.
- 1.2.9 The successful bidder shall agree that he has inspected the site and accepts the site in its "as-is" condition. Pasco County shall have no obligation to inspect, maintain, or repair the site either prior to or after bid award. The bidder further agrees that the County has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guarantees of any kind of character whatsoever, whether express or implied, oral or written, past, present or future, or arising by operation of law, or, as to, concerning or with respect to the suitability of the site for any and all activities and uses which the successful bidder may conduct thereon during the term. The successful bidder shall assume all responsibility and liability under applicable law for making and keeping the site in a safe condition.
- 1.2.10 The successful bidder shall defend, indemnify, and hold the County harmless of and from and satisfy and discharge any and all losses, costs, damages, claims, expenses, judgments, suits, orders or decrees, including reasonable attorney's and legal assistant's fees and costs, arising out of:
- 1) any breach of any term, or provision of any agreement made with the County pertaining to use of the site or any requirement of applicable law, or 2) any claim asserted by any person against Pasco County for loss, or damage or injury to, person or property caused by any act, fault, omission, or neglect of the bidder or any person on or about the site with bidder's consent, actual or implied, for any reason whatsoever, including, without limitation, i) any loss or injury caused by any defect in the site, or (ii) Pasco County's own negligence.
- 1.2.11 In the event that the successful bidder breaches any of the requirements of this specification, Pasco County may immediately revoke and terminate any agreements and immediately terminate the bidder's right to possession of the site, without waiving any other rights to seek damages or any other remedy available to the

County under applicable law. Furthermore, the successful bidder shall acknowledge and agree that continued use and enjoyment of the site is at the sole and absolute discretion of Pasco County and such continued use is subject to termination without cause at any time. If Pasco County does so revoke the use of the site, the successful bidder shall promptly vacate the site. If after reasonable notice the bidder has not left the site, the County may elect to have any property or equipment remaining at the site removed in accordance with applicable laws of the State of Florida.

- 1.2.12 The successful bidder shall have neither the power nor the right to assign or lease any part of the site without the prior written consent of Pasco County, which consent may be withheld in the County's sole and absolute discretion.
- 1.2.13 Any agreements entered into with successful bidder may not be modified except in writing, executed by both parties.
- 1.2.14 The date of any agreement to use the site shall be effective as of the last date upon which all of the parties have signed and dated an agreement to utilize the site.

1.3 Term of Use - Payment:

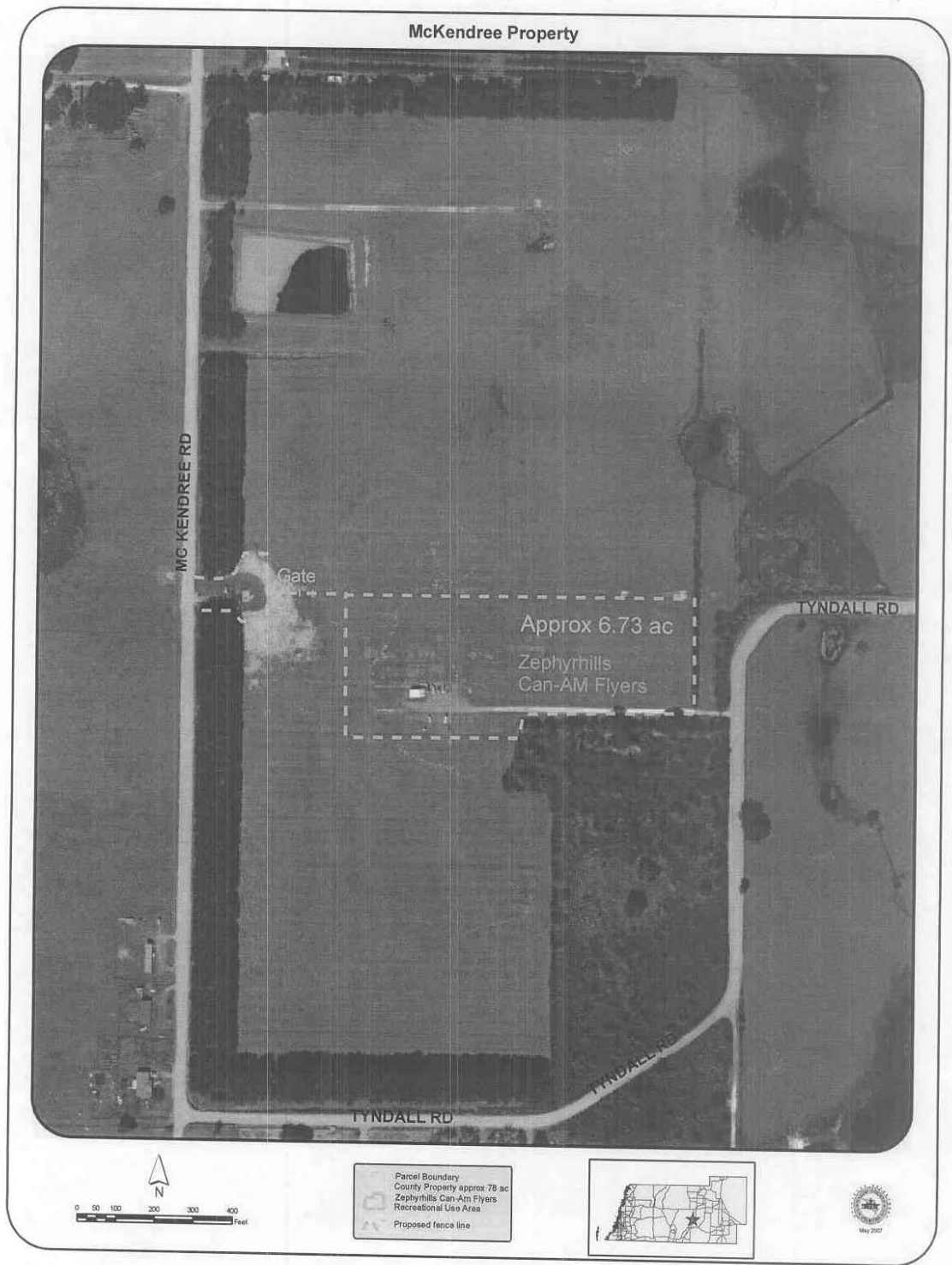
- 1.3.1 The successful bidder shall enter into agreement with Pasco County to utilize the site for agricultural purposes, the term of which shall commence on the effective date of the agreement and shall terminate on the seventh anniversary of the effective date. The agreement shall be automatically renewed for one (1) additional five (5) year period, unless the renewal is terminated in writing by either party prior to the expiration of the original seven (7) year term. The agreement shall contain additional conditions as set out in this proposal.
- 1.3.2 Payment shall be due annually within ten (10) working days following the effective date of the agreement. If payment is not received within ten (10) working days following the effective date of the agreement, the County shall revoke and terminate any agreements and immediately terminate the bidder's right to possession of the site pursuant to Section 1.2.10 above.

1.4 Bid Form:

All bidders shall complete and submit the attached bid form in addition to submittal of the proposal. The bid shall be awarded based on highest price offered and evaluation of the best range management practices plan as delineated in Section 1.2.1.

Note: For on-site inspection, contact Christina L. Pellegatti at (727) 847-8145, between the hours of 8:00 a.m. - 4:30 p.m., Monday through Friday, to set a site-visit schedule.

END OF SPECIFICATIONS



**PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
BID FORM**

RFP No: _____

We, _____
(Bidder Name)

of _____
(Mailing Address)

propose to the Pasco County Board of County Commissioners:

To pay an annual fee for a period of seven (7) years to Pasco County Government for the agricultural use of approximately seventy-three (73) acres of undeveloped County property located at 9928 McKendree Road, San Antonio, Florida.

Guaranteed Annual Price:

(Words)

(Figure)

"We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

(Signature of Bidder—Ink)

(Printed Name and Title)

(Business Name)

Receipt of Addendum No. _____ through No. _____ is acknowledged.

Business Name: _____

Fed ID No.: _____

Telephone: _____

Facsimile: _____

Address: _____

Date: _____

LEASE AGREEMENT

THIS LEASE made and entered into by and between Pasco County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, with a business mailing address of 38053 Live Oak Avenue, Dade City, Florida 33523, hereinafter referred to as the "LESSOR" or "COUNTY", and _____, hereinafter referred to as the "LESSEE."

W I T N E S S E I H:

WHEREAS, the LESSOR is the sole owner of the property described in Section 1 below;
and

WHEREAS, the LESSEE desires to lease the below described premises from the LESSOR; and

WHEREAS, the parties desire to enter into a Lease Agreement (Agreement) defining their respective rights, duties, and liabilities relating to the premises.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

8. **SECTION 1. DESCRIPTION OF PREMISES**

The LESSOR agrees to lease to the LESSEE the property described in the Attachment No. , hereinafter referred to as "premises" or "site."

9. **SECTION 2. USE OF PREMISES**

The LESSEE shall use the premises for the production of hay and related purposes and shall provide mowing and related maintenance services. The LESSEE shall work with the COUNTY and Zephyrhills Can-Am Flyers, Inc., to define the Can-Am runway and

parking area boundaries, and the LESSEE shall mark the runway and parking areas (hereinafter referred to as the Can-Am area). The LESSEE shall create a ten-foot buffer zone around the Can-Am area and maintain the buffer by mowing three (3) times per year and for special events at the request of the COUNTY. All hay production and related activities shall be conducted outside of the Can-Am area determined pursuant to this paragraph as described in Attachment 1. The LESSEE shall comply with all applicable Federal, State, and local laws and regulations.

10. **SECTION 3. TERM**

The term of this lease shall be for a period commencing upon execution by the LESSOR and ending seven (7) years thereafter. After the initial seven-year term, this lease will be automatically extended for a one (1) additional five (5) year period, unless the renewal is terminated in writing by either party prior to the expiration of the original seven (7) year term.

11. **SECTION 4. CONSIDERATION**

As consideration for the use of the property, the LESSEE shall provide mowing and related maintenance services. If mowing is not conducted a minimum of three (3) times a year, the LESSOR may with thirty (30) days notice terminate this lease and the LESSEE'S right to possession of the premises.

12. **SECTION 5. RESTRICTIONS**

(1) The LESSEE shall, at his own expense, return the property to its original condition at the conclusion of the lease term.

b. The LESSEE shall adhere to the Best Management Practices for hay production.

c. The LESSEE shall not interfere with use of the premises by the Zephyrhills Can-Am Flyers, Inc., which has a separate agreement with the COUNTY to use the premises as a model airplane flying field.

d. The LESSEE agrees not to suffer, commit, or allow to be committed any waste on the site, nor make any unlawful, improper, or offensive use of the site. The LESSEE shall not suffer, commit, or allow to be committed any release of any hazardous substances regulated by Federal, State, or local laws, rules, or ordinances. The LESSEE agrees to comply with all easements, reservations, restrictions, and other matters of record, if any, encumbering the site. The LESSEE shall agree to comply with any and all city, County, or State regulations, rules or ordinances pertaining to the use of County-owned property.

e. The LESSEE, at no cost to the COUNTY, shall provide a measure of security for the site and shall advise the COUNTY of any unusual activity.

f. Upon the expiration, revocation, default, or termination pursuant to Section 9, the LESSEE shall, at no expense to the COUNTY: 1) remove any and all equipment or property placed on or about the site; and 2) return the site and all improvements (if any), unless otherwise agreed to in writing, to a condition equal to or better than the condition of the site as of the effective date. In the event the LESSEE fails to remove any or all equipment or property on or about the site after reasonable notice by the COUNTY, the LESSEE'S equipment or property will be considered abandoned, even if the LESSEE'S address is known. The COUNTY may elect to have the abandoned equipment or property removed in accordance with applicable laws of the State of Florida.

g. The LESSEE acknowledges that he assumes all risk of loss or damage to any and all property, which the LESSEE may place or locate on the site, and the COUNTY shall have no liability or responsibility to the LESSEE for such property.

h. The LESSEE agrees that he has inspected the site and accepts the site in its "as-is" condition. Pasco County shall have no obligation to inspect, maintain, or repair the site either prior to or after the effective date. The LESSEE further agrees that the COUNTY has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, or arising by operation of law; or, as to, concerning, or with respect to the suitability of the site for any and all activities and uses which the LESSEE may conduct thereon during the term. The LESSEE shall assume all responsibility and liability under applicable law for making and keeping the site in a safe condition.

i. The LESSEE shall pay all charges and expenses for electricity, water, and sewer services used or consumed by the LESSEE in connection with the maintenance and operation of the leased property.

13. **SECTION 6. INSURANCE**

a. Prior to the time the LESSEE is entitled to make use of the site under this contract, the LESSEE shall procure, pay for, and maintain at least the following insurance coverages and limits. The said insurance shall be evidenced by delivery to the COUNTY of, 1) Certificates of Insurance executed by the insurer listing coverages and limits, expiration dates, terms of policies, all endorsements, whether or not required by the COUNTY, and listing all carriers issuing the said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Agreement.

(1) Worker's Compensation in at least the limits required by law; Employers' Liability Insurance of not less than \$100,000.00 for each accident.

(2) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation, and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$2,000,000.00, each occurrence; and property damage of not less than \$1,000,000.00, each occurrence. (Combined single limits of not less than \$2,000,000.00, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than \$50,000.00 per occurrence, unless otherwise stated by exception herein.

(3) Comprehensive Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than \$300,000.00, each occurrence. The coverage shall be on an "occurrence" basis; such insurance is to include coverage for loading and unloading hazards.

b. Each insurance policy shall include the following conditions by endorsement to the policy:

(1) Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to the COUNTY by certified mail to: Pasco County Risk Management Department, West Pasco Government Center, 7530 Little Road, Suite 330, New Port Richey, Florida 34654-5598. The contractor shall also notify the COUNTY, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said LESSEE from his insurer; and, nothing contained herein shall absolve the LESSEE of this requirement to provide notice.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against the COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the LESSEE.

(3) The term "County" or "Pasco County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members and employees thereof in their official capacities and/or while acting on behalf of Pasco County.

(4) The Pasco County Board of County Commissioners shall be endorsed to the required policy or policies as an additional named insured.

(5) The policy clause "Other Insurance" shall not apply to any insurance coverage held by the County to any such future coverage, or to the County's self-insured retentions of whatever nature. The County hereby waives subrogation rights for loss or damage against the County.

14. **SECTION 7. ASSIGNMENT**

The LESSEE shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of his rights, title, or interest herein, or delegate the duties hereunder without the prior written consent of Pasco County.

15. **SECTION 8. QUIET POSSESSION**

The LESSEE shall, during the full lease term, peaceably and quietly have, hold, and enjoy the leased premises, subject to the terms, conditions and provisions hereof, provided however, the LESSEE, during the term, shall permit inspection of the premises during reasonable hours by the LESSOR or the LESSOR'S agent or representative.

16. **SECTION 9. TERMINATION**

a. In the event that the LESSEE breaches any of the requirements of this Agreement, Pasco County may revoke and terminate this Agreement and terminate the

LESSEE'S right to possession of the site without waiving any other rights to seek damages or any other remedy available to the COUNTY under applicable law. If the LESSEE either breaches this Agreement or defaults in the performance of any of the material covenants or conditions herein and fails to cure within thirty (30) days after the COUNTY has given the LESSEE notice of the breach or default, the COUNTY may terminate this Agreement as of any date after the thirty (30) day cure period. If Pasco County does so revoke the use of the site, the LESSEE shall promptly vacate the site. If after reasonable notice the LESSEE has not left the site, the COUNTY may elect to have any property or equipment remaining at the site removed in accordance with the applicable laws of the State of Florida. Failure by Pasco County, at any time, to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part herein, or the right of Pasco County to enforce any provision at any time in accordance with its terms.

b. The COUNTY hereby retains the right to terminate this lease for any reason at the sole discretion of the COUNTY. In the event that the COUNTY terminates this Agreement for reasons other than LESSEE breach, the LESSEE shall be compensated as follows:

- (1) Prior to completion of Year One (1) - \$3,500.00.
- (2) Prior to completion of Year Two (2) - \$2,500.00.
- (3) Prior to completion of Year Three (3) - \$1,500.00.
- (4) After completion of Year Three (3), there will be no

compensation due the LESSEE.

17. **SECTION 10. INDEMNIFICATION**

a. The Lessee hereby agrees to fully and completely assume all risk of loss, injury, interference, or damage of any kind or nature to any person or property including,

but not limited to, any building or other structure or the contents thereof, on or off the premises, or to any goods, chattels, or other property that may be in or upon the premises whether belonging to the COUNTY or to others, which results from the LESSEE'S use of the premises.

b. The LESSEE shall indemnify, defend, and hold harmless the COUNTY and all of its agents and employees from any claim, loss, damage, costs, charge, or expense, including attorney's fees and costs arising from or in connection with: 1) the conduct or management of the premises or of any business therein, or any work or thing whatsoever done, or any condition created in or about the premises during the term of this Agreement; 2) any act, omission, or negligence of the LESSEE, or any of the LESSEE'S employees, subtenants, or licensees; and 3) any accident, injury, or damage whatsoever occurring in or at the premises. The LESSEE hereby expressly indemnifies the COUNTY for the consequences of any negligent act or omission of the COUNTY, its agents, servants, and employees; except that the LESSEE will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its agents, servants, or employees.

c. The LESSEE'S obligation to defend and indemnify shall not be excused because of the LESSEE'S inability to evaluate liability or because the LESSEE evaluates liability and determines the LESSEE is not liable or determines the COUNTY is solely negligent. Only a final adjudication or judgment finding the COUNTY solely negligent shall excuse performance of this provision by the LESSEE. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the LESSEE will be obligated to indemnify the COUNTY for the cost of the appeal(s). The LESSEE shall pay all costs and fees related to this obligation and its enforcement by the COUNTY.

d. This provision shall also pertain to any claims brought against the COUNTY by any employee of the LESSEE, contractor, subcontractor, or anyone directly or indirectly employed by any of them.

18. **SECTION 11. NOTICE**

Whenever this lease requires that notice or demand be given or served on either party to this lease, such notice or demand shall be in writing and shall be delivered personally or forwarded by certified mail or registered mail, evidenced by a return receipt, addressed as follows:

LESSOR:

Mr. _____
Assistant County Administrator
(Utilities Services)
7530 Little Road, S-205
New Port Richey, FL 34654

LESSEE: _____

19. **SECTION 12. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this lease shall be

construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. **SECTION 13. GOVERNING LAW**

The validity and interpretation of this lease shall be governed by the laws of the State of Florida and any litigation with respect hereto shall be brought in the courts of Pasco County, Florida, with venue at the West Pasco Judicial Center.

21. **SECTION 14. ENTIRE AGREEMENT**

This lease represents the entire Agreement between the parties and supersedes all prior oral and written communication and representations.

22. **SECTION 15. AMENDMENT**

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated concurrent or subsequent to the date thereof, and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement on this _____ day of _____, _____.

(SEAL)
ATTEST:

"LESSOR"
BOARD OF COUNTY
COMMISSIONERS

CLERK

CHAIRMAN

WITNESSES:

"LESSEE"

BY: _____

Its _____
Title

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Office of the Pasco County Attorney

ATTORNEY