

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 4, 2024

Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Lease Agreement with Pero Family Farms, LLC (Pero), a Florida Limited Liability Company, for approximately 570.77 acres of agricultural reserve land (Property) in the Agricultural Reserve Area in Boynton Beach for commercial farming of row crops for a term of five (5) years commencing July 1, 2024 through June 30, 2029, plus three (3) successive five (5) year renewal options, at an rental rate of \$350,000 annually.

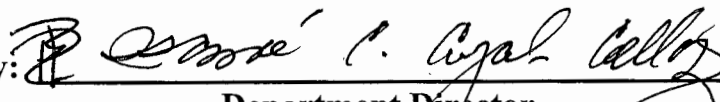
Summary: The County desires to continue to use the 570.77 acre property, consisting of two parcels located at 13697 S. State Road 7 and 14095 S. State Road 7 in Boynton Beach as part of the Ag Reserve program, for preservation of farmland. The current tenant (Pero) operates under a Lease Agreement dated June 18, 2013 (R2013-0790), which expires on June 30, 2024. In November 2023, Facilities Development & Operations advertised Request for Proposals No. 2024-101-DML (RFP) to lease the Property for commercial farming of nursery plants or row crops. Pero submitted the only proposal. On April 3, 2024, the Selection Committee reviewed the responsive submittal and unanimously recommended to award Pero the Lease Agreement. The initial term of the Lease Agreement will commence on July 1, 2024, expiring June 30, 2029, with three (3) successive options to extend, each for a period of five (5) years. The Annual Rent for the initial term is \$350,000, each extension option is subject to an appraisal of the then fair market value rental rate. Property and Real Estate Management (PREM) will manage and administer the Lease Agreement. **(Property & Real Estate Management) District 5 (HJF)**

Background and Policy Issues: The County purchased the 627-acre McMurrain Farm in July 2000. At the time, Pero (f/k/a Pero Family Farms, Inc.) was farming the property under a lease with the McMurrains, and owned the adjoining 35 acres upon which it had constructed a packaging plant and hydroponic facility. The County and South Florida Water Management District (SFWMD) entered into an Interlocal Agreement (R2000-0806) dated June 6, 2000, pursuant to which SFWMD would acquire a 60.6% interest in the property at a purchase price of \$13,734,881 to construct an above ground reservoir as part as their Agricultural Reserve Reservoir program. In August 2002, the Board of County Commissioners (Board) approved a Partial Assignment, Bifurcation and Amendment of the Lease (R2002-1489) between the County and Pero that resulted in SFWMD being made the managing party of the lease.

(continued on page 3)

Attachments:

- 1. Location Map
- 2. Selection Committee Minutes
- 3. Lease Agreement (2)
- 4. Response

Recommended By:  5/10/24
Department Director Date

Approved By:  5/22/24
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(350,000)</u>	<u>(350,000)</u>	<u>(350,000)</u>	<u>(350,000)</u>	<u>(350,000)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(350,000)</u>	<u>(350,000)</u>	<u>(350,000)</u>	<u>(350,000)</u>	<u>(350,000)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No


Does this item include the use of federal funds? Yes No

Does this item include the use of state funds? Yes No

Budget Account No: Fund 1222 Dept 800 Unit 8011 Object 6225
 Program _____


B. Recommended Sources of Funds/Summary of Fiscal Impact:

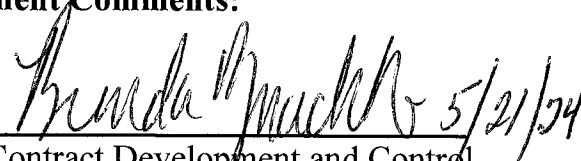
The initial term of the Agreement is for five (5) years with three (3) 5-year options to extend. The annual rent for the initial term is \$350,000, commencing on July 1, 2024

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 5/15/24
 OFMB QA 5/14

 5/21/24
 Contract Development and Control
5/13/24

B. Legal Sufficiency:

 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

Background and Policy Issues (cont'd.): In December 2002, the County sold 57.37 acres of the McMurrain property to Pero for expansion of its hydroponic facilities. The sale was subject to a deed restriction limiting use of the property for agricultural purposes which was modified in July 2012 to allow for row crop farming and processing of agricultural products.

On March 25, 2013, SFWMD issued a Request For Bid (RFB) to lease the property for a term of 10 years for row corps. SFWMD established a minimum bid price of \$516 per acre, and allowed Pero a first right of refusal at 10% above the highest bid. Only one bid in response to the RFB was received which was submitted by Pero. On June 18, 2013, the Board approved the lease between SFWMD, Palm Beach County and Pero (R2013-0790) for a term of 10 years commencing July 1, 2013 through June 30, 2023. The term of the Lease was extended to June 30, 2024 pursuant to the First Amendment (R2023-1164) approved by the Board in August 2023.

In 2016, SFWMD determined that the Ag Reserve Reservoir Project was not feasible and terminated the same. In December 2017 (R2017-1948), the Board approved the purchase SFWMD's 60.6% interest at the appraised value of \$8,926,380. The County currently owns 100% of the interest in the Property.

The current RFP was issued in November 2023 and advertised on the Purchasing and PREM websites, on Channel 20's Community Bulletin Board, and in the Palm Beach Post on November 26, 2023, and December 3, 2023. The evaluation criteria set forth in the RFP were as follows: Proposed Rent (15 points); Proposed Agricultural Use (20 points); Proposed Best Management Practices Plan (15 points); Experience/Qualifications (30 points); Financial Ability (15 points) and Local Business (5) points. The mandatory preproposal meeting was held on December 12, 2023. Pero was the only respondent.

On April 3, 2024, the Selection Committee consisting of four (4) representatives (one (1) representative each from Contracts Development and Control, Cooperative Extension, Environmental Resources Management, and PREM) reviewed the proposals. The Selection Committee discussed the proposal at length. No members of the public were in attendance at the meeting.

Proposed Rent (15 points)

An appraisal was obtained from Callaway & Price, Inc. who assigned an annual rental rate of \$550 to \$600 per farmable acre for row crops and an annual rental rate of \$1,000 to \$1200 per farmable acre for nursery land. Based on said appraisal, the County set a minimum Annual Rent for this Agricultural Land at \$550.00 per acre for row crops and \$1000.00 per acre for container and field grown nursery crops. Pero proposed to pay above the minimum at a rate of \$613.21 per acre (annual rate of \$350,000) for farming of row crops.

Proposed Agricultural Use (20 points)

Respondents were required to state the types of crops and/or plants that will be grown on the property, pesticide application required, and any pre-planned incidental use(s) of property related to farming of commercial crops. Pero proposed commercial row crop farming of vegetables, to use registered pesticides in accordance with applicable laws, and had no planned incidental uses.

Proposed Best Management Practices Plan (15 points)

Respondents were required to submit a conceptual water management plan together with a written report from a licensed engineer or other drainage professional showing how Respondent will maintain and control the water elevation around the low-lying areas located within the leased premises to keep them well drained. Pero submitted a Best Management Practices Plan and, although not required, a Water Quality/Quantity Best Management Practices Plan signed by TAC Environmental Resources Consulting, Inc.

Experience / Qualifications (30 points)

Respondents were required to submit their experience & qualifications as a Commercial Farmers. Pero is a fully family owned commercial farming operation company that has been farming since 1908. The company specializes in organic farming, logistics, global supply chain management, national sales operations, food processing operations and strategic marketing functions with over 35,000 acres of farmland spanning across the east coast of United States from Florida to New York. In 2015, Pero was honored with the 2015 Grower Achievement Award, which is given based on the input of industry participants. Its proposal included staff members and their experience with references.

Financial Ability (15 points)

Pero submitted a bank reference letter from Truist Bank that stated the company has a long standing, 14-year plus, multi-faceted banking relationship with Truist Bank that is in good standing. The letter further states that the company maintains deposit balances in the moderate 8-figure range and loan balances in the medium 8-figure range.

Local Business (5 points)

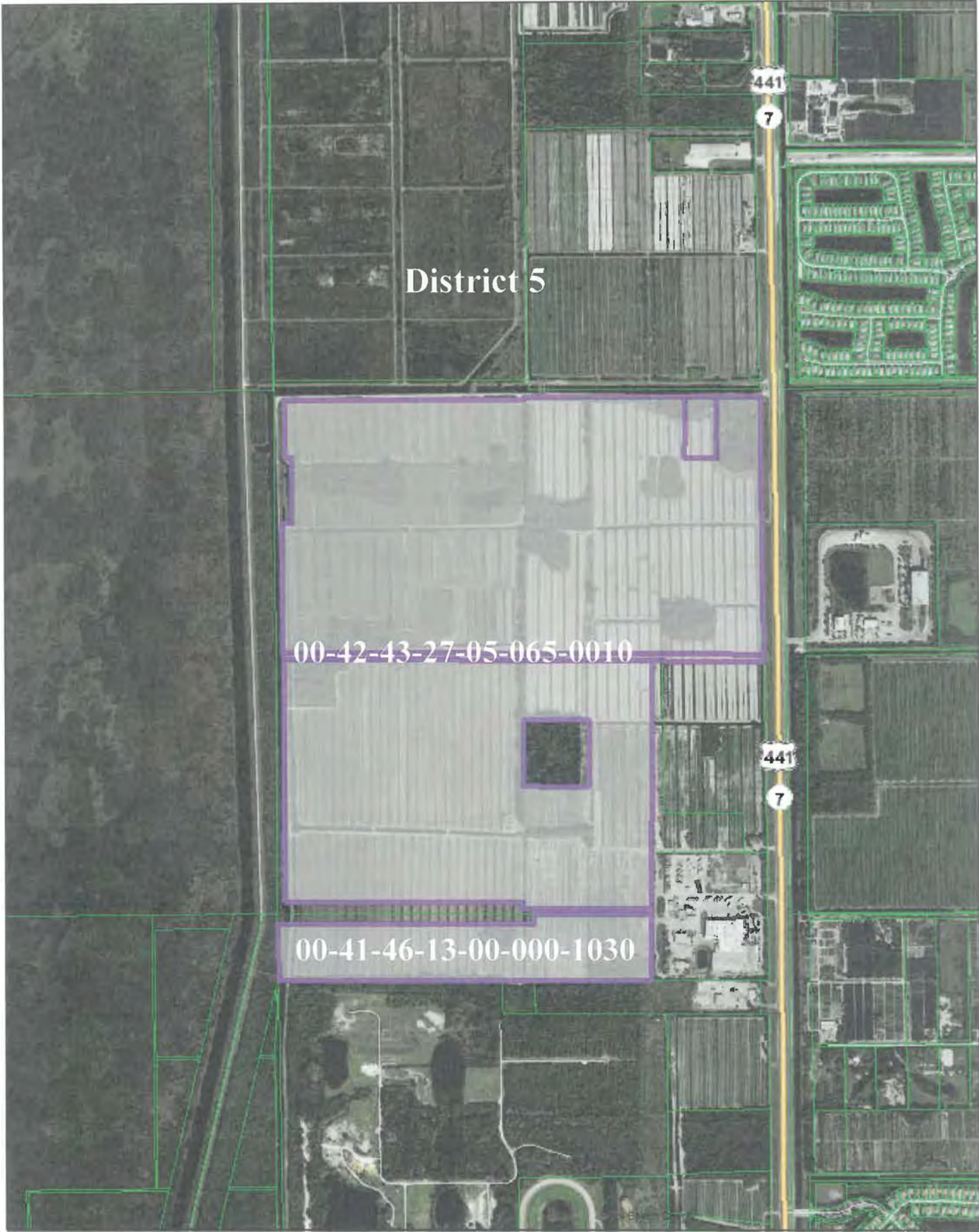
Pero is a local business located in Palm Beach County.

The Selection Committee scored the proposal and recommended to award the Lease Agreement to Pero.

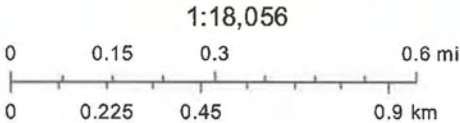
Pero provided the Disclosure of Beneficial Interests identifying Peter F. Pero IV with 31% ownership interest, Frank Pero with 23% ownership interest, Charles Pero with 23% ownership, and Angela Pero with 23% ownership interest.

LOCATION MAP

00-42-43-27-05-065-0010 & 00-41-46-13-00-000-1030



April 19, 2024



ATTACHMENT #1

ATTACHMENT #2
Selection Committee Meeting Minutes (2 pages)

Meeting Minutes
Selection Committee
Lease 570.77 +/- Acres of AG Reserve (McMurrain) Land for Commercial Farming
13697 & 14095 S State Road 7

April 3, 2024
2nd Floor – PREM Conference Room #2W-05
2633 Vista Park, West Palm Beach, FL

I. Call To Order

Della M. Lowery called the meeting at 2:00 P.M.

II. Attendance

Selection Committee Members present:

Ronald Rice, Director, Cooperative Extension Services
Deborah Drum, Director, Environmental Resources Management
Tiffany Sanchez, Assistant Director, FDO/PREM
Fanny Amini, Contract Analyst, Contract Development & Control

Staff Present:

Serenia Page-Beckton, Real Estate Contract Analyst

III. Conflict of Interest

None.

IV. Florida Statutes, Section 286.0114

Florida Statutes, Section 286.0114 requires members of the public, including proposers, be given a reasonable opportunity to be heard during a selection committee meeting. Public comment will take place at the beginning of the meeting and may include comments by the proposers. Please keep in mind that these are not to be considered presentations made by the proposers during the selection committee meeting. Your decision must be based on the proposals submitted, not on the comments offered by the proposers. Committee members should not ask or answer questions posed by proposers during public comment in order to avoid public comment turning into oral presentations. This is because oral presentations, if being conducted, are exempt from the sunshine law, so they are not made public and competitors remain on a level playing field. Each person who wishes to speak will be given 2 minutes to do so.

Comments received:

None

V. Established Chair of Selection Committee

A Motion was made and seconded to approve the nomination of Ronald Rice as Chair of the Selection Committee.

VI. Discussion of Proposal

Proposal were received from:

Pero Family Farms, LLC

Proposed Best Management Practices Plan (15 points)

The committee discussed the validation of the Best Management Practice submittal. The committee recognized page 11 to be the official certification to support the validation of the submittal. They provided documentation from TAC Environmental Water Resources Consulting, Inc., whom provides Best Management Practices Plan / Water Management Plan implementing: Pesticide Management; Conservation Practices and Buffers; Erosion Control and Sediment Management; Nutrient and Irrigation Management; and Water Resources Management. In addition, two (2) SFWMD water resource permits have been issued specifically for the farms water resources management: Permits No. 50-00680-S (drainage); and No. 50-00793-W (irrigation).

Meeting Minutes
Selection Committee
Lease 570.77 +/- Acres of AG Reserve Land for Commercial Farming
13697 and 14095 S State Road 7
April 3, 2024

Proposed Rent (15 points)

The County has set a minimum Annual Rent for this Agricultural Land at \$550.00 per acre for row crops and \$ 1000.00 per acre for container and field grown nursery crops. The Respondent must propose to pay at least the minimum rent, but may propose to pay a higher rent amount. Pero has proposed to do row crop farming of vegetables at \$350,000 annually (\$613.21 per acre).

Proposed Agricultural Use (20 points)

Pero proposed: Row crop farming of vegetables; Registered pesticides are anticipated to be used in accordance with applicable law; and No pre-planned incidental uses.

Experience / Qualifications (30 points)

Pero's response:

Experience: Leading innovator in the produce industry, bring fresh products to store shelves across the nation. Begin farming in 1908 on a modest farm in Brant, New York. Expanded throughout the years by various generations of the Peros into a fully family owned integrated farming operation company. The company specialize in organic farming, logistics, global supply chain management, national sales operations, food processing operations and strategic marketing functions. With over 35,000 acres of farmland spanning across the east coast of United States from Florida to New York. In 2015, Pero was honored with the 2015 Grower Achievement Award, which is given based on the input of industry participants.

Staffing: Angela Pero, Manager & President, Responsible for overseeing the day-to-day farming operation of the company; Peter F. Pero, IV, Manager & Chief Executive Office; Responsible for overseeing the company's performance & strategic direction; Frank Pero, Manager & Vice President, Responsible for overseeing the day-to-day farming operations of the company; and Charles Pero, Manager & Vice President, Responsible for overseeing the day-to-day farming operations of the company.

References: Monte Package Company; 3752 Riverside Road, P.O. Box 128, Riverside, Michigan 49084; Telephone (269) 849-1722; Howard Fertilizer; P.O. Box 628202, Orlando, Florida 32862; Telephone (800) 899-3141; Nutrien Ag Solutions, Inc.; 2304 Cypress Lane, Belle Glade, Florida 33430; Telephone (561) 996-8666; and Truist Bank; 250 S. Australian Avenue, #700, West Palm Beach, Florida 33401; Telephone (561) 653-5560. Contact Person: W. Dale Kahle, Senior Vice President Commercial Banking

Financial Ability (15 points)

Pero provided bank reference: W. Dale Kahle, Senior Vice President, Truist Bank, 250 S. Australian Avenue #700, West Palm Beach, FL 33401, (561) 653-5560, Dale.Kahle@truist.com. The Pero Family and its related entities, maintain a long standing, 14-year plus, multifaceted banking relationship with Truist Bank, and are considered a much-valued client relationship in good standing. Pero currently maintain deposit balances in the moderate 8-figure range, and loans balances in the medium 8-figure range. Truist Bank has the following Moody's and Standard & Poor's rating: Moody's = A2 and Standard & Poor's = A / A-1.

Local Business (5 points)

Pero submitted executed Certification of Business Location; on the 2nd page of the Certification of Business located under **II** Pero noted: Respondent is **exempt** from the **Business Tax Receipt** requirement pursuant to Section 205.064(1), Florida Statutes. As such, **no** Palm Beach County Business Tax Receipt is attached to this proposal. In lieu thereof, please find a copy of Respondent's 2023 Florida Limited Liability Company Annual Report which was filed on January 31, 2023 with the Secretary of State for the State of Florida (see attached) evidencing that Respondent's principal place of business was located in Palm Beach County at 14095 State Road 7, Delray Beach Florida 33456 prior to the date of the request for proposal to which this proposal is submitted in response.

The committee ranked the proposals as follow:

#1 – Pero Family Farms, LLC

Based on the ranking above, a motion was made and seconded to award the Lease to Pero Family Farms, LLC

Motion carried 4 – 0

Meeting adjourned at 2:35 P.M.

Della M. Lowery, Recorder

ATTACHMENT #3
Lease Agreements (2 @ 50 pages)

LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

and

PERO FAMILY FARMS, LLC

(Tenant)

LEASE AGREEMENT

THIS LEASE made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “County” and **PERO FAMILY FARMS, LLC**, a Florida Limited Liability Company, hereinafter referred to as “Tenant”.

WITNESSETH:

WHEREAS, County owns the Premises, and desires to lease the Premises so it can be used for agricultural purposes; and

NOW, THEREFORE, IT IS HEREBY mutually covenanted and agreed by and between the parties hereto that this Lease is made upon the agreements, terms, covenants and conditions hereinafter set forth.

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

The County hereby demises and leases to the Tenant, and Tenant rents from County, the real property described in Exhibit “A” attached hereto and made a part hereof, together with all improvements located thereon (the “Premises”). The parties acknowledge that the objective of the County’s Agricultural Reserve Program is to preserve agricultural lands and promote continued commercial agriculture production in the Agricultural Reserve Area and that the intent of this Lease is to facilitate and encourage continued use of the Premises for commercial agricultural purposes and that any other use shall be deemed to be purely incidental to such commercial agricultural use and as such shall not be deemed to alter the commercial nature of this Lease. The parties further acknowledge that the Premises may include incidental buildings or mobile homes susceptible to use as dwellings and agree that notwithstanding such susceptibility, this Lease shall not be considered a residential tenancy to which the Florida Residential Landlord Tenant Act (the “Act”) applies. In the event this Lease is judicially determined to be governed by or subject to the Act, this Lease shall be canceled as of the date of such finding. Notwithstanding such cancellation, Tenant shall remain liable under the lease for all matters arising prior to such cancellation.

Section 1.02 Length of Term and Commencement Date.

The term of this Lease shall commence on July 1, 2024, and shall extend until June 30, 2029 (the “Term”), unless sooner terminated pursuant to the provisions of this Lease.

Section 1.03 Option to Extend.

County hereby grants to Tenant, so long as Tenant shall not be in default of any term, covenant, condition or payment of Rent under this Lease, the right and option to

renew the Term of this Lease for three (3) successive period(s) of five (5) year(s) each under the same terms and conditions of this Lease and commencing upon the expiration of the initial Term of this Lease or any extension thereof. Tenant shall exercise its option to renew if at all, by written notice to the County received by the County on or before twelve (12) months prior to the expiration of the initial Term of this Lease or any extension thereof. Failure of Tenant to duly and timely exercise its option to renew the Term of this Lease shall be deemed a waiver of Tenant's right to said option and all further options.

Section 1.04 Security Deposit.

Tenant has delivered to County a security deposit in the amount of Twenty-Five Thousand and no/100 Dollars (\$25,000) as security for the full, faithful and timely performance of each and every term, covenant and condition to be performed by Tenant under this Lease ("Security Deposit"). The Security Deposit may be commingled with other funds of County, and County shall have no liability for the accrual or payment of any interest thereon. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then County, at its option, may appropriate and apply said Security Deposit, or so much thereof as County may deem necessary, to compensate the County for all loss or damage sustained or suffered by County due to such default or failure on the part of Tenant. In no event shall the amount of said Security Deposit be deemed to limit Tenant's liability under this Lease. Should any portion of the Security Deposit be so appropriated and applied by County, then Tenant shall, upon the demand of County, forthwith remit to County a sufficient amount in cash to restore said Security Deposit to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a default of this Lease. Should Tenant comply with all of the terms, covenants and conditions of this Lease and promptly pay all of the Annual Rent and Additional Rent herein provided for as it becomes due, and all other sums payable by Tenant to County hereunder, and the Premises are surrendered to County in the condition required by this Lease, then the Security Deposit shall be returned in full to Tenant within thirty (30) days of the expiration of this Lease.

**ARTICLE II
RENT**

Section 2.01 Annual Rent.

Tenant shall pay County an initial annual net rent of \$350,000 (the "Annual Rent"), commencing on July 1, 2024, and on each subsequent anniversary of each annual renewal period. The Rent shall be paid in advance without demand, setoff or deduction.

Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1½%) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s)

from the date due until the date payment is received by the County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law.

In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double rental, as provided for in Chapter 83.06, Florida Statutes.

Section 2.02 Rent Adjustments.

In the event the term of the Lease extends beyond the 5th anniversary of the Commencement Date, the County shall obtain, at its expense and in accordance with the requirement set forth herein, an appraisal of the then fair market value rental rate for the Premises. The new Annual Rent established by the foregoing process shall be effective and remain in effect until the next renewal period unless otherwise terminated. In no event shall the Annual Rent be lower than the then current Rent.

Section 2.03 Sales, Use and Rent Taxes, Assessments, Ad Valorem, Real and Personal Property Taxes.

Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Rent and/or Additional Rent even though the tax and statute or ordinance may propose to impose such tax against County. Tenant shall pay before delinquency all ad valorem and non ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises or Tenant's leasehold interest in the Premises or Tenant's Alterations and personal property located on the Premises.

**ARTICLE III
CONSTRUCTION OF LEASED PREMISES**

Section 3.01 Acceptance of Premises by Tenant.

Tenant certifies that Tenant has inspected the Premises and accepts same "As Is" in its existing condition, as of the Effective Date of this Lease, together with all defects, latent or patent. Tenant further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Premises, including, without limitation, any relating to the physical condition of the Premises or, any improvements or equipment located therein, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises. No repair work, alterations, or remodeling of the Premises is required to be done by County as a condition of this Lease.

COUNTY HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES

COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF TENANT OR TENANT'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE LEASED PREMISES, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY COUNTY'S SOLE NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE LEASED PREMISES PURSUANT TO THIS LEASE. Tenant acknowledges that this Section 3.01 is intended to and shall be deemed to constitute an agreement in writing eliminating any duty or obligation imposed upon County by statute or otherwise relating to the inspection, maintenance or repair of, or the condition of, the Premises.

Section 3.02

(a) Tenant's Work. Tenant agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises as specified in Section 4.01 of this Lease.

(b) Alterations. Tenant shall not make any improvements, additions, modifications or alterations to the Premises (hereinafter collectively referred to as "Alterations"), without the prior written consent of County in each instance. Tenant shall submit detailed plans and specifications for all such Alterations to County for County's written approval prior to commencing work on same. Tenant agrees and acknowledges that all Alterations, whether pursuant to this Section or otherwise, are performed and accomplished solely for the benefit of Tenant, and not for the benefit of County, such Alterations being nevertheless subject to each and every provision of this Lease. All work done by Tenant in connection with any alterations, repairs and maintenance on the Premises shall be done in a good and workmanlike manner and shall be diligently pursued to completion strictly in accordance with the plans and specifications thereof. At the end of the Lease, Tenant may remove any items installed by Tenant, and restore the Premises to the condition in which it existed before such items were installed. All Alterations to the Premises that are not removed by Tenant shall become the property of County upon termination or expiration of this Lease.

(c) Construction Bonds. Tenant shall ensure that all Alterations are constructed to completion in accordance with the approved plans therefor and that all persons or entities performing work or providing materials relating to such Alterations including, without

limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Tenant, at its sole cost and expense, shall cause to be made, executed, and delivered to County prior to commencement of any Alterations in excess of \$25,000 to the Tenant's Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Tenant of its obligations arising hereunder.

(d) Contractor Requirements. Tenant shall also require contractors to furnish for the benefit of County a payment and performance bond to County equal to the cost of the improvements and in the form required under Section 255.05 Florida Statutes. Tenant shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, commercial general liability insurance, commercial automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County may reasonably require. County may require additional insurance for any Alterations approved hereunder, in such amount as County reasonably determines to be necessary.

(e) No Liens. Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any Alterations made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Premises or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said ten (10) day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fee. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

ARTICLE IV CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT

Section 4.01 Use.

The Premises shall be used solely and exclusively for commercial farming of row crops and those incidental uses identified on Exhibit "B" attached hereto and made a part hereof. Collectively, agricultural purposes and the incidental uses identified in Exhibit "B" shall be referred to herein as the "Permitted Uses". Tenant may request additional incidental uses which require the written consent of County, which consent may be granted

or withheld in the sole and absolute discretion of County. Subsequent to Tenant's execution of this Lease, and before ninety (90) days after the Effective Date, Tenant and the Palm Beach Soil and Water Conservation District (PBSWCD) will together develop a Best Management Practices (BMP) plan for the Premises. The BMP plan shall be in accord with the Permitted Uses. The BMP plan is to be agreed to by the PBSWCD, County, and Tenant, and will comply with all state, federal and local environmental, health and safety laws, regulations and rules applicable to the use of the Premises, and shall become Exhibit "C".

The Premises shall be operated in accordance with the BMP plan. Tenant will not use or permit any use or entry upon the Premises for any other purpose.

In addition, during the Lease Term, Tenant shall prevent the infestation of those certain species of vegetation set forth in Exhibit "D" attached hereto and by reference made a part hereof ("Exotic Pest Plants"). Tenant shall not cut or remove any standing green timber from the Premises except for Exotic Pest Plants or trees planted by Tenant, or alter the flow of hydrology, without written approval of the County Administrator or his designee.

Section 4.02 Waste or Nuisance.

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises at Tenant's sole cost and expense. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 4.03 Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or its use of the Premises, or the Premises generally. Tenant shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages, including attorney fees at trial or on appeal, resulting from Tenant's failure to perform its obligations in this Section.

Section 4.04 Non-Discrimination.

The County is committed to assuring equal opportunity in the award of Leases and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Tenant warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all individuals shall be treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information with respect to any activity occurring at the

Premises or conducted pursuant to this Lease. Failure to meet this requirement shall be considered default of this Lease.

Section 4.05 Surrender of Premises.

Upon termination or expiration of this Lease, Tenant, shall at its sole cost and expense, remove Tenant's personal property, removable fixtures, equipment and Alterations from the Premises and shall surrender the Premises to the County in the same condition the Premises were in as of the Effective Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining Alterations or property within the Premises shall revert to County. Tenant shall turn over to County all keys and copies of all permits for the Premises.

Section 4.06 Hazardous Substance.

Tenant shall not use, maintain, store or dispose of any containers including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all environmental laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statues, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, in violation of Environmental Laws, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs at trial and on appeal, which may arise directly, indirectly or proximately as a result of any violation or the Disposal of any Hazardous Materials upon the Premises or violation of this provision. Tenant's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to eliminate or diminish any statutory or common law liability of Tenant.

Tenant acknowledges the County would not have entered into this lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive the expiration or termination of this Lease.

Section 4.07 Pumps, Culverts, Motors and Other Related Improvements.

Tenant shall be responsible for the operation, maintenance, replacement and repairs of all pumps, risers, culverts, motors and other related improvements on or serving the Premises. Tenant shall maintain the improvements existing as of the Effective Date of this Lease or subsequently constructed or installed, including but not limited to, the pumps, culverts, risers, motors and other related improvements in substantially the same condition as of the Effective Date of this lease, reasonable wear and tear excepted.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs at trial and on appeal which may arise directly, indirectly or proximately as a result of the operation or overall function of the pumps, risers, culverts, motors and other related improvements on or serving the Premises. Tenant's responsibility hereunder shall survive the expiration or termination of this Lease and shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to eliminate or diminish any statutory or common law liability of Tenant. This provision shall survive the expiration or termination of this Lease.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

Section 5.01 Responsibility of County and Tenant.

County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises. Tenant shall keep and maintain all portions of the Premises, and all Alterations constructed on or about the Premises, in good condition and repair, at Tenant's sole cost and expense.

Section 5.02 County's Right to Inspect.

County or County's agents shall have the right, upon reasonable prior notice to Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises or any improvements thereto. Any such entrance into the Premises shall be conducted by County in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises.

ARTICLE VI

UTILITIES

Tenant shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

ARTICLE VII INSURANCE

Section 7.01 Insurance.

Tenant shall, at its sole expense, maintain in full force and effect at all times during the term of this Lease, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Tenant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant under the Lease. Tenant shall cause any contractor or subcontractor performing work within the Premises on behalf of Tenant to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Tenant required herein.

Section 7.02 Commercial General Liability.

Tenant shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless approved by County's Risk Management Department. Tenant agrees this coverage shall be provided on a primary basis.

Section 7.03 Business Automobile Liability.

Tenant shall maintain Business Automobile Liability insurance at a limit of liability not less than \$1,000,000 each occurrence for all owned, non-owned and hired automobiles. In the event Tenant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Tenant to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. This coverage shall be provided on a primary basis.

Section 7.04 Worker's Compensation Insurance & Employers Liability.

Tenant shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440 Florida Statutes. This coverage shall be provided on a primary basis.

Section 7.05 Property, Wind, and Flood Insurance.

Tenant shall maintain: (1) property insurance in an amount not less than the replacement cost of improvements of the Premises which are in existence at the time of the

Effective Date. The settlement clause shall be on a replacement cost basis. Coverage shall be written on a special "Cause of Loss" form and include an endorsement for ordinance and law in an amount not less than twenty-five percent (25%) of the Premises insurance limit; (2) Flood insurance, regardless of the flood zone, in an amount not less than the actual cash value of contents, including improvements and Alterations made or owned by County or Tenant, located on the Premises; or the maximum amount available from the National Flood Insurance Program, whichever is less; (3) Windstorm insurance, unless included as a covered peril in the property insurance, in an amount not less than the actual cash value of contents, including improvements and Alterations made or owned by County or Tenant, located on the Premises; or the maximum amount available under the Florida Windstorm Underwriting Association, whichever is less. Tenant shall provide County with an endorsement designating County as an Additional Insured on the Property, Wind, and Flood insurance policies.

Section 7.06 Additional Insured.

Tenant shall endorse the County as an Additional Insured with a CG 2011 Additional Insured - Managers of Premises endorsement, or its equivalent, to the Commercial General Liability and all other insurance coverages or policies referenced in ARTICLE VII, INSURANCE of this Lease. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." The Additional Insured endorsements shall provide coverage on a primary basis.

Section 7.07 Environmental Impairment Insurance.

Tenant shall obtain, within 30 days after the Effective Date, and maintain Environmental Impairment Insurance, with at least a \$1,000,000 policy limit, naming County as an additional insured.

Section 7.08 Waiver of Subrogation.

Tenant agrees, by entering into this Lease, to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Tenant shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy when the policy specifically prohibits such an endorsement, or the policy voids coverage should Tenant enter into such an agreement on a pre-loss basis.

Section 7.09 Certificate(s) of Insurance.

Immediately following Tenant's execution of this Lease, Tenant will deliver to EBIX, County's authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Tenant under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Palm Beach County Board of County Commissioners
Insurance Compliance
c/o EBIX, Inc.
PO Box 100085- DX
Duluth, GA 30096
pbcountry@ebix.com

Subsequently, Tenant shall, during the term of the Lease, and prior to each renewal thereof, provide such evidence to EBIX, which is Palm Beach County's insurance management system. The Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance should reference in the "CERTIFICATE HOLDER" box (ACORD FORM): Palm Beach County BOCC, Property & Real Estate Management, Attention Director, 2633 Vista Parkway, West Palm Beach, FL 33411-5605. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

Section 7.10 Umbrella or Excess Liability.

If necessary, Tenant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Section 7.11 Right to Review.

County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Lease. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

**ARTICLE VIII
INDEMNITY**

Tenant shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of Tenant.

**ARTICLE IX
DESTRUCTION OF PREMISES, DAMAGE OR DESTRUCTION
BY FIRE, WAR OR ACT OF GOD**

In the event the improvements on the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, then the Tenant shall, after review and approval by County of a restoration plan prepared by Tenant, commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion. In the event Tenant fails to commence such restoration within sixty (60) days of such casualty and thereafter pursue such restoration to completion, County shall be entitled to retain all insurance proceeds received by County on account of such casualty.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

Tenant may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises, nor grant any easements affecting the Premises, nor execute any management contract or similar agreement that diminishes Tenant's control of the Premises, without prior written consent of County, which may be granted or withheld at County's absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

**ARTICLE XI
DEFAULTS AND REMEDIES**

Section 11.01 Defaults.

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease:

- (a) The vacating or abandonment of the Premises by Tenant.

(b) The failure by Tenant to make payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from County to Tenant.

(c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice hereof from County to Tenant provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.

(d) (i) The making by Tenant or any guarantor hereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

(e) The discovery by County that any information given to County by Tenant relating to this Lease was materially false.

Section 11.02 Remedies.

In the event of Default by Tenant, County may at any time thereafter, with or without notice or demand and without limiting any other right or remedy which County may have under the law by reason of such default or breach, elect to exercise any one of the following remedies:

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

(b) Terminate Tenant's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of Tenant, in which case the rent and other sums due hereunder shall be accelerated and due in full and Tenant shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what County is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by Tenant. Upon such reletting, all rentals received by County shall be applied, first to the payment of any indebtedness other than rent due hereunder from Tenant; second, to the payment of any costs and

expenses of such reletting, which shall include all damages incurred by County due to Tenant's default including, but not limited to, the cost of recovering possession of the Premises including attorney's fees, expenses relating to the renovation or alteration of the Premises and real estate commissions paid by County relating to the unexpired term of this Lease; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be paid to Tenant.

(c) Treat this Lease as terminated and reenter and retake possession of the Premises for the account of County, thereby terminating any further liability under this Lease on the part of Tenant and County. Notwithstanding the foregoing, County shall have a cause of action to recover any rent remaining unpaid when County retakes possession of the Premises for the account of County.

(d) Stand by and do nothing, holding Tenant liable for the rent as it comes due.

(e) Pursue any other remedy now or hereafter available to County under the laws and judicial decisions of the State of Florida.

Notwithstanding anything in this Lease to the contrary, County reserves all rights which the laws of the State of Florida confer upon a landlord against a Tenant in default.

ARTICLE XII ANNUAL BUDGETARY FUNDING/CANCELLATION/SUSPENSION

Section 12.01 Annual Budgetary Funding/Cancellation.

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners. Notwithstanding anything in this Lease to the contrary, County may cancel this Lease for any reason upon twelve (12) months' prior written notice to Tenant, with extensions to allow the harvesting of any annual crop planted prior to the date upon which such cancellation notice is given.

Section 12.02 Suspension.

In the event of an emergency, whether declared by County, State of Florida or the Federal Government, County may cancel or suspend the Lease, on one (1) day notice, on up to 100 acres of the Premises, or the entire Premises if less than 100 acres. In the event of a cancellation or suspension per this paragraph, County will refund the Tenant for any prepaid rent, prorated based on time and the percentage of the Premises affected. A Lease suspension will be not less than six (6), nor more than twelve (12) months. In the event of a cancellation or suspension per this paragraph, Tenant will be compensated by County for any crops and/or improvements damaged as of the suspension/cancellation date, based on an independent appraisal by a County-approved, County hired, County paid and state

licensed appraiser that considers the crop and wholesale prices thereof, expenses incurred by the Tenant for the crop and/or improvements up to the date of suspension or cancellation and other factors that the appraiser deems relevant. The appraisal will be subject to approval by the Federal Emergency Management Agency (FEMA). If a suspension extends beyond one crop cycle, County will compensate Tenant for lost profits similarly determined for any additional crop cycle into which the suspension period extends. In the event of a cancellation per this paragraph such compensation shall be limited to the crop cycle in which the cancellation occurs. At the end of any suspension period, County will either (i) restore the Premises, excluding restoration of any crops affected by the suspension, to its pre-suspension condition or better, and the Lease will resume, or (ii) cancel the Lease per Section 12.01.

ARTICLE XIII QUIET ENJOYMENT

Upon payment by the Tenant of the Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached hereto and forming a part hereof, as if fully set forth herein, constitute all agreements, conditions and understandings between County and Tenant concerning the Premises. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon County or Tenant unless reduced to writing and signed by them.

Section 14.02 Notices.

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied, faxed or emailed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier, faxed or emailed if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the

following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the County to:
Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

With copies to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Fax: 561-355-4398

and

Palm Beach Soil and Water Conservation District
420 S. State Road 7
Wellington, Florida 33414-4303
Telephone: 561-792-2727

- b) If to the Tenant at:

Pero Family Farms, LLC
14095 State Road 7
Delray Beach, FL 33446-9600

Either party hereto may change the address for service of Notices required or permitted hereunder upon ten (10) days' prior written notice. All Notices given hereunder shall be effective and deemed to have been duly given only upon receipt by the party to which notice is being given, said receipt being deemed to have occurred upon such date as the postal authorities shall show the Notice to have been delivered, refused, or undeliverable, as evidenced by the return receipt.

Section 14.03 Disclosure of Beneficial Interest.

Tenant represents that simultaneously with Tenant's execution of this Lease, Tenant has executed and delivered to County, the Tenant's Disclosure of Beneficial Interests attached hereto as Exhibit "E", attached hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial

interest in the ownership of the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 14.02 of this Lease.

Section 14.04 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14.05 Broker's Commission.

Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease. Tenant agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorneys' fees, at trial and appellate levels, expended or incurred by County in the defense of any such claim or demand.

Section 14.06 Recording.

Tenant shall not record this Lease, or any memorandum or short term thereof, without the written consent and joinder of County, which may be granted or withheld at County's sole discretion.

Section 14.07 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIALS BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 14.08 Governing Law.

This Lease shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a State court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.09 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from County's public health unit.

Section 14.10 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 14.11 Waiver, Accord and Satisfaction.

The waiver by County of any default of any term, condition, or covenant herein contained shall not be deemed a waiver of such term, condition or covenant; nor shall waiver of default be deemed a waiver of any other term, condition, or covenant or any subsequent breach of any term, condition or covenant contained herein. The consent or approval by County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

Section 14.12 Non-exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.13 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease. Thus, the terms of this Lease shall not be strictly construed against one party as opposed the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 14.14 Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the

thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

Section 14.15 Headings.

The paragraph headings or captions appearing in this Lease are for convenience only, are not part of this Lease, and are not to be considered in interpreting this Lease.

Section 14.16 Survival.

The parties' warranties, agreements, covenants and representations set forth in this Lease shall not be merged and shall survive consummation of the transaction contemplated by this Lease.

Section 14.17 No Third Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of Palm Beach County or employees of County or Tenant.

Section 14.18 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

Section 14.19 Condemnation.

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this lease prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

Section 14.20 Palm Beach County Office of the Inspector General Audit Requirements.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Tenant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

Section 14.21 Interactions with County Staff.

In all interactions with County staff, Tenant and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Lease and may result in termination of this Lease.

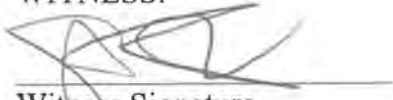
Section 14.22 Independent Contractor Relationship.

The Tenant is, and shall be, in the performance of all work services and activities under this Lease, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Tenant's sole direction, supervision, and control. The Tenant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Tenant's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County. The Tenant does not have the power or authority to bind the County in any promise, agreement or representation.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

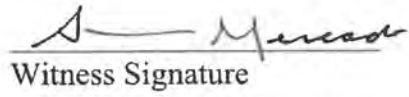
WITNESS:



Witness Signature

Steven Casvagal

Print Witness Name



Witness Signature

Steven Mercado

Print Witness Name

TENANT:



Signature

Angela Bero

Print Name

Prop M/Manager

Title

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

By: _____
Deputy Clerk

COUNTY:

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Maria Sachs, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

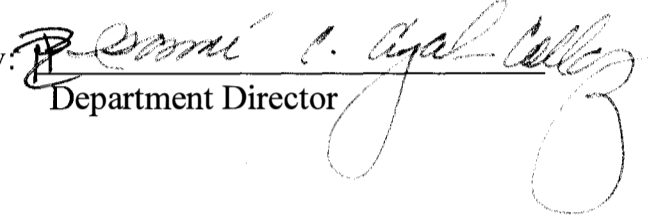


By: 
Department Director

EXHIBIT "A"
THE "PREMISES"



[00-42-43-27-05-065-0010](#) and [00-41-46-13-00-000-1030](#)

Legend

-  W910E-007 (Pero Farms - Row Crops)
-  Areas Not Farmed

Approx. Farmed Acres: 490.99 ±
Approx. Area not Farmable: 79.78 ±
Total Lease Acres: 570.77



EXHIBIT "B"
INCIDENTAL USES

None.

EXHIBIT "C"

BEST MANAGEMENT PRACTICES PLAN

To be developed per section 4.01 Use.

Proposed Best Management Practices Plan & Copy of Written Report From Licensed Engineer or Other Drainage Professional

Notice of Intent #13731

Status:	Active	County:	Palm Beach
Status2:		Site Name:	McMurrin Farm
NOI Acres:	570.77	Site Description:	
Received Date:	4/14/2014	Address:	
Assigned To:	Grimsley, Don (grimsid)	Address 2:	
Assisted By:		City, State, Zip:	
Signed By:		Country:	
Signature Date:	3/10/2014		
Self Enrolled:		BMAP Area(s):	NONE
Follow Up Date:		WMD(s):	South Florida WMD
		Other Area(s):	NONE

Producer Information

Producer:	Angela Pero (Pero Family Farms, LLC)	Phone:	(561) 498-5771
Address:	14095 US Highway 441	Fax:	(561) 496-4009
City, State Zip:	Delray Beach, FL 33446-8600	Email:	angela.pero@perofamilyfarms.com

Are there equivalent programs that are active and in compliance that cover the entire NOI? No

Other Contact Information

Type	Contact Name	Address	City	State	Zip	Phone
Authorized Agent	Paul Whalen	801 Maplewood Dr Ste 8	Jupiter	FL	33458-8800	(561) 743-5598

Parcel Information

Parcel Number	Township	Range	Section	Parcel Name	Owner Name	Owner Address	Owner City	Status	Confirmed
00414613000001030	46S	41E	13			PO BOX 24680	WEST PALM BEACH	Active	
00424327050850010	43S	42E	27			PO BOX 24680	WEST PALM BEACH	Active	

Cost Share Applications

Application #	App Date	Status	FDACS Manager	Category	Sub-Category	FDACS Contract	Primary Contact	Program Type	Begin Date	End Date	Total Cost
---------------	----------	--------	---------------	----------	--------------	----------------	-----------------	--------------	------------	----------	------------

NOI Form/Manual

Form Name	Status	Sign Date	Assigned To	Effective Date
Vegetables & Agronomic Crops (2008)	Active	3/10/2014		3/10/2014

Permits, Certifications and Agreements (PCA) Information

PCA Type	Sub Type	Number	Expiration Date	Status	As Of Date	Description
----------	----------	--------	-----------------	--------	------------	-------------

Documents Information

Form	Type	Date	Status	Created by
	Common Practices Status Report	4/9/2019	Complete	pwhalen@TACenvironmental.net
Vegetables & Agronomic Crops (2006)	Enrollment	7/20/2014	Complete	MigrationScript

Practices Information

1.0 Nutrient Management

Do you apply nutrients in any form (e.g., commercial fertilizer, organic material) in the operation associated with this NOI? Yes

1.1 Right Source

1. Prior to application, determine the nitrogen, phosphorus, and potassium content in commercial fertilizer using the guaranteed analysis on the label. In Use

Comment

2. If using fertilizer plant floor sweepings, reclaimed water, manures, poultry litter, compost, or biosolids, account for the nutrient content of those materials prior to application. Acceptable alternatives to laboratory analysis include supplier analysis or NRCS guidelines. NA

Comment

3. Keep records of all nutrient applications that contain Nitrogen or Phosphorus. In Use

Comment

1.2 Right Rate

1. Perform a soil test or tissue tests as provided in the BMP manual under which the operation is enrolled to appropriately plan and manage fertilizer applications. If using split (multiple) applications, a soil test is required only once a year. In Use

Comment

2. Use a laboratory that performs a phosphorus extraction method accepted by UF-IFAS Extension Soil Testing Laboratory, alternative test methods that have a calibrated crop response, or an alternative test method described in the BMP manual under which the operation is enrolled. If the Mehlich-3 method is not used, indicate the method used and the justification in the comments. In Use

Comment

3. Prior to applying nutrients, manage the pH of the soil according to the laboratory results and crop requirements or as provided in the BMP manual under which the operation is enrolled. In Use

Comment

4. Limit phosphorus fertilization based on soil test results and crop requirements. The relevant UF-IFAS application recommendations or alternative recommendations described in the BMP manual under which the operation is enrolled are reviewed and followed or adjusted as necessary for site-specific conditions. Maintain the documentation used to calculate applications, including justification for application rates exceeding UF-IFAS recommendations. In Use

Comment

5. Base the nitrogen fertilization rate on the crop nutrient requirement. The relevant UF-IFAS application recommendations are reviewed and followed or adjusted as necessary for site-specific conditions. Crop nutrient requirements may be adjusted based on tissue testing results. Maintain the documentation used to calculate applications, including justification for application rates exceeding UF-IFAS recommendations.	In Use
Comment	
6. Keep records of all field sampling locations and laboratory test results.	In Use
Comment	
7. Keep records of all nutrient applications that contain Nitrogen or Phosphorus.	In Use
Comment	
1.3 Right Time	
1. Match plant growth stage nutrient requirements and minimize loss through leaching or runoff by using seasonal applications, split applications, or controlled release fertilizer.	In Use
Comment	
1.4 Right Place	
1. Require that all fertilizer application equipment is calibrated.	In Use
Comment	
2. Prevent application of fertilizer to waterbodies, sinkholes, or to swales or field ditches that have standing water.	In Use
Comment	
1.5 Fertilizer Storage and Handling	
1. Store fertilizer material (all organic and commercial sources) under a waterproof cover unless used or applied promptly after delivery.	In Use
Comment	No long-term storage on site
2. Store and load fertilizer material at a location and in a manner that prevents impacts to wetlands, waterbodies, or sinkholes.	In Use
Comment	
1.6. Special Nutrient Management Practices	
2.0 Irrigation and Water Table Management	
Do you use an irrigation system in the operation associated with this NOI?	Yes
2.1 Crop Water Requirements and Irrigation Scheduling	
1. Manage irrigation based on soil moisture sensor data. If soil moisture sensors are not used, follow practices 2.1.2 and 2.1.3 below.	NA
Comment	
2. Maintain the water table (saturated zone) at the lowest level consistent with plant rooting depths when using seepage irrigation.	In Use
Comment	
3. Use decision support tools and information to plan irrigation events; describe these tools in the comments. Tools may include weather stations, soil moisture sensors, or other methods.	In Use
Comment*	active weather monitoring; daily field scouting
4. Keep records of rainfall events and amounts, and install rain gauge(s) if needed.	In Use
Comment	
2.2 Irrigation System Maintenance and Evaluation	
1. Contact a Mobile Irrigation Laboratory (MIL) or other qualified person to request an irrigation efficiency evaluation of your pressurized irrigation system at least every five years.	NA
Comment	
2. Adjust and repair irrigation system components as recommended by your system's evaluation.	NA
Comment	
3. Keep records of all MIL evaluation results and recommendations.	NA
Comment	

4. Clean and maintain filtration equipment so that it operates within the recommended pressure range.	NA
Comment	
5. Inspect sprinkler nozzles or emitters annually for wear and malfunction and replace as necessary.	NA
Comment	
6. Flush and treat irrigation lines regularly to prevent emitter clogging.	NA
Comment	
7. Keep records of all irrigation system maintenance and repairs.	In Use
Comment	
8. Ensure that flow meters are properly calibrated and correctly measuring water usage.	In Use
Comment	
9. Periodically test irrigation water to identify issues with water chemistry that may result in irrigation system plugging of pressurized systems. Users of reclaimed water can use water analysis from the supplier. Parameters that contribute to plugging may include calcium, total carbonates, hardness, iron, total dissolved solids, and pH.	NA
Comment	
2.3 Special Irrigation Management Practices (placeholder for commodity-specific practices)	
3.0 Water Resource Protection	
3.1 Stream Protection	
1. Maintain a riparian buffer or vegetated filter strips on fields or pastures adjacent to natural perennial streams.	NA
Comment	
2. Repair rills and small channels that develop within the riparian buffer where those features reduce the function of the buffer.	NA
Comment	
3. Revegetate bare areas along natural perennial stream banks and in riparian buffers if the bare areas reduce the function of the buffer.	NA
Comment	
4. Locate and size stream crossing areas to minimize impacts to riparian buffers. Refer to NRCS Stream Crossing Code 578 for guidance.	NA
Comment	
5. Stabilize access roads that cross streams and creeks. Refer to NRCS Access Road Code 560 for guidance.	NA
Comment	
3.2 Springs and Sinkholes	
1. Buffer springs and spring runs with a minimum of 100 feet of non-fertilized vegetation.	NA
Comment	
2. Buffer sinkholes and other visible karst features with a minimum of 50 feet of non-fertilized vegetation.	NA
Comment	
3. Never dispose of any materials into sinkholes.	NA
Comment	
3.3 Wetlands and Lakes	
1. Buffer wetlands and lakes with a minimum of 25 feet of non-fertilized vegetation.	In Use
Comment	
2. Buffer lakes that have TMDLs with a minimum of 50 feet of non-fertilized vegetation.	NA
Comment	
3. If fencing through wetlands, keep cleared areas no wider than 25 feet.	NA
Comment	
3.4 Ditch Maintenance	

1. Maintain perennial vegetation on all ditch banks to protect them from erosion, or provide an alternative means for preventing sediment from moving offsite.	In Use
Comment	
2. Install water control structures to retain water and improve surface water quality where necessary to manage off-site impacts.	In Use
Comment	
3. Do not remove sediments below the ditch's original invert elevation, which can be determined by engineering drawings, or changes in soil characteristics and color.	In Use
Comment	
3.5 Erosion Control	
1. Construct above-grade access roads so that they do not impede or divert surface water flow.	In Use
Comment	
2. Maintain vegetative cover to stabilize road banks.	In Use
Comment	
3. Ensure that the pump intake is sufficiently elevated from the ditch bottom for offsite discharges using lift pumps, so that nutrients in sediments and debris are not carried into the water.	In Use
Comment	
3.6 Wellhead Protection	
1. Inspect wellheads and pads for significant leaks or cracks, and make any necessary repairs.	NA
Comment	
2. Use backflow prevention devices at wellheads if injecting fertilizer or chemicals.	NA
Comment	
3.7. Special Water Resource Protection Practices	

Notes



TAC Environmental

Water Resources Consulting, Inc.

McMurrian Farm

570.77± Acres

Best Management Practices Plan / Water Management Plan

An agricultural Water Quality/Quantity Best Management Practices Plan has been in place and implemented since 2006. The farm specific BMP Plan was updated in 2013 by the Florida Department of Agriculture and Consumer Services (FDACS) – Office of Agricultural Water Policy. Attached is the current implemented McMurrian Farm BMP. BMP categories include:

- a) Pesticide Management
- b) Conservation Practices and Buffers
- c) Erosion Control and Sediment Management
- d) Nutrient and Irrigation Management
- e) Water Resources Management

Pero Family Farms has retained a professional specialist to ensure continual BMP training and implementation. Additionally, Palm Beach County Division of Property and Real Estate Management (PBC-PREM) has contracted with the Palm Beach Soil and Water Conservation District to conduct independent audits of BMP implementation.

Additionally, two (2) water resource permits have been issued specifically for the farms water resources management. The subject permits are current and in compliance.

- 1) South Florida Water Management District – Permit No. 50-00680-S (drainage)
- 2) South Florida Water Management District – Permit No. 50-00793-W (irrigation)

The SFWMD issued permits were developed to ensure farm water levels are maintained and controlled within the leased premises for the multiple purposes of agricultural drainage, agricultural irrigation, and preventing over flooding of low areas yet maintaining environmental suitable water levels. The attached annotated aerial presents the general location of the SFWMD permitted (a) off-site drainage pumps and (b) irrigation inflow pump. Additionally, Pero Family Farms has installed multiple internal water control structures to provide additional water table management control on a farm segment/field specific basis (i.e. culverts with risers controlling water levels with flashboards and gates).

Implementation of the BMP Plan and SFWMD water management permit compliance has been verified on a routine basis by Pero Family Farms BMP agent TAC Environmental Water Resources Consulting Inc. and Palm Beach Soil and Water Conservation District.

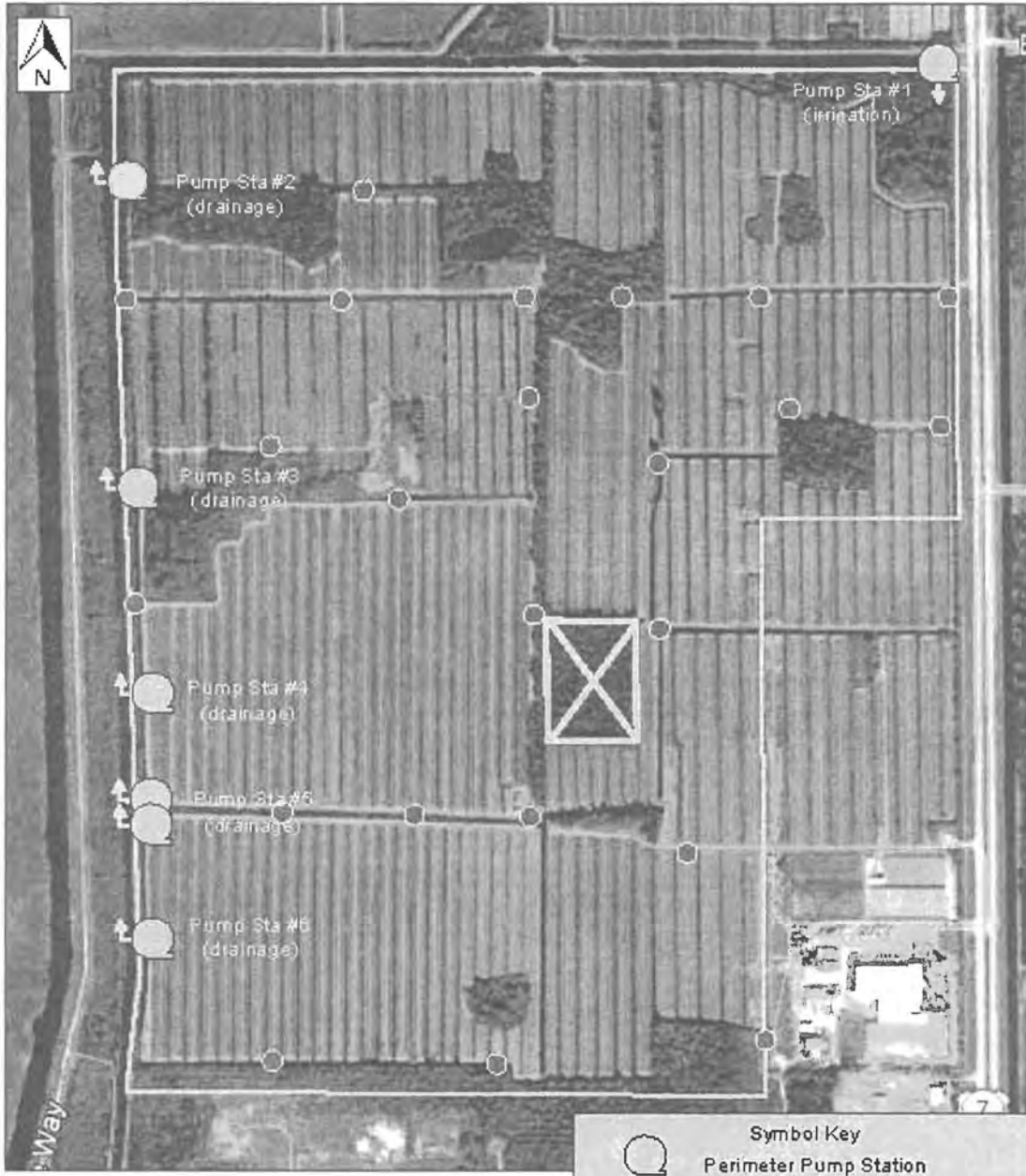
Paul J. Whalen, P.H.

*Certified and Registered by the American Institute of Hydrology
Professional Hydrologist (Certification No. 1591)
Professional Hydrologist – Water Quality (Certification No. 1572)*





801 Maplewood Drive, Suite 8 • Jupiter, Florida, 33458
561-743-5598 Office • pwhalen@TACEnvironmental.net

SFWMD Lease No. 4600002862



Note:
 • For planning purposes only, subject to boundary survey and title review
 • Base Aerial Photograph January 18, 2014

Symbol Key
 Perimeter Pump Station
 Internal Water Control Structure

Info. P. #1
 01-15-15
 Figure No. 3

Pero Family Farms, LLC (leaseholder)
 Mc Murrian Farm Lease
 Primary Water Management Infrastructure
 Palm Beach County, Florida

TAC Environmental
 Water Resources Consulting, Inc.
 201 Maplewood Drive, Suite 2 • Jupiter, FL 33455-2482
 561-749-0503 • 561-749-0092 (fax)
 info@tacenvironmental.com

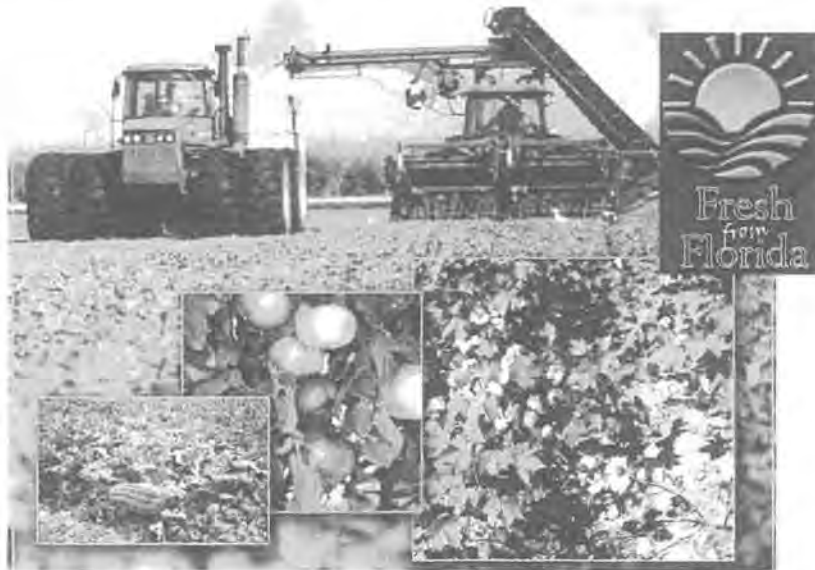
McMurrian Farm

Pero Family Farms, LLC (Leaseholder)

Best Management Practices Plan

Water Quality/Quantity
Best Management Practices for

Florida Vegetable and Agronomic Crops



12-01-13



assembled by
TAC Environmental
Water Resources Consulting, Inc.

801 Maplewood Drive, Suite 8 • Jupiter, FL 33458
(561) 743-5598 • (561) 743-0092 (fax) • pwhalen@TACenviron.net



ADAM H. PUTNAM
COMMISSIONER

**NOTICE OF INTENT TO IMPLEMENT
VEGETABLE AND AGRONOMIC CROPS
BEST MANAGEMENT PRACTICES MANUAL**

FDACS-OAWP
1203 Governor's Square Boulevard, Suite 200
Tallahassee, FL 32301

In accordance with Florida Statute 403.067(7)(c)2 and Rule 5M-8.00 F.A.C., the following information is hereby submitted as proof of my intent to implement Best Management Practices for Vegetable and Agronomic Crops in Florida. Multiple parcels and associated property tax identification numbers may be listed on one NOI. If parcels are owned in more than one county, then one NOI should be submitted for each county with the list of associated property tax identification numbers on each NOI. Use an additional sheet if necessary.

Farm Owner: South Florida Water Management District (50.6%)
Palm Beach County Board of County Commissioners (39.4%)

Leaseholder: Pero Family Farms, LLC

Authorized Local Contact: Angela Pero, President

Local Contact Address: 14095 State Road 7, Delray Beach, FL 33446

Local Contact Telephone: 561-498-5771

Farm Name: McMurrrian Farm

Total Number of Enrolled Acres: 570.7731±


County: Palm Beach

Property Tax ID Number/s From Property Appraiser:

- 00-42-43-27-05-065-0010 516.0769 acres
- 00-41-46-13-00-000-1030 54.6962 acres

<p align="center">BMP Documentation Coordinator</p> <p>TAC Environmental Water Resources Consulting, Inc. Paul J. Whalen 801 Maplewood Drive, Suite 8 Jupiter, FL 33458 561-743-5598</p>

Complete the Candidate BMP Checklist and use the results to fill out the Notice of Intent to Implement. Submit the complete Notice of Intent to Implement to the Department of Agriculture and Consumer Services at the address below. **Keep the completed grower checklist in your files along with a copy of you completed Notice(s) of Intent.** You must complete the grower checklist and submitted the Notice of Intent to Implement and maintain these on file and have them available for inspection by the Department if you wish to receive a presumption of compliance with state water quality standards. A submitted Notice of Intent to Implement is also a requirement to be eligible for some sources of BMP cost share funding.



Angela Pero - President, Pero Family Farms, LLC (leaseholder)

3/10/14
Date

Mail the complete form to: FDACS-OAWP
1203 Governor's Square Boulevard, Suite 200
Tallahassee, FL 32301
Phone: (850) 488-6249; Fax (850) 921-2153

Property Description

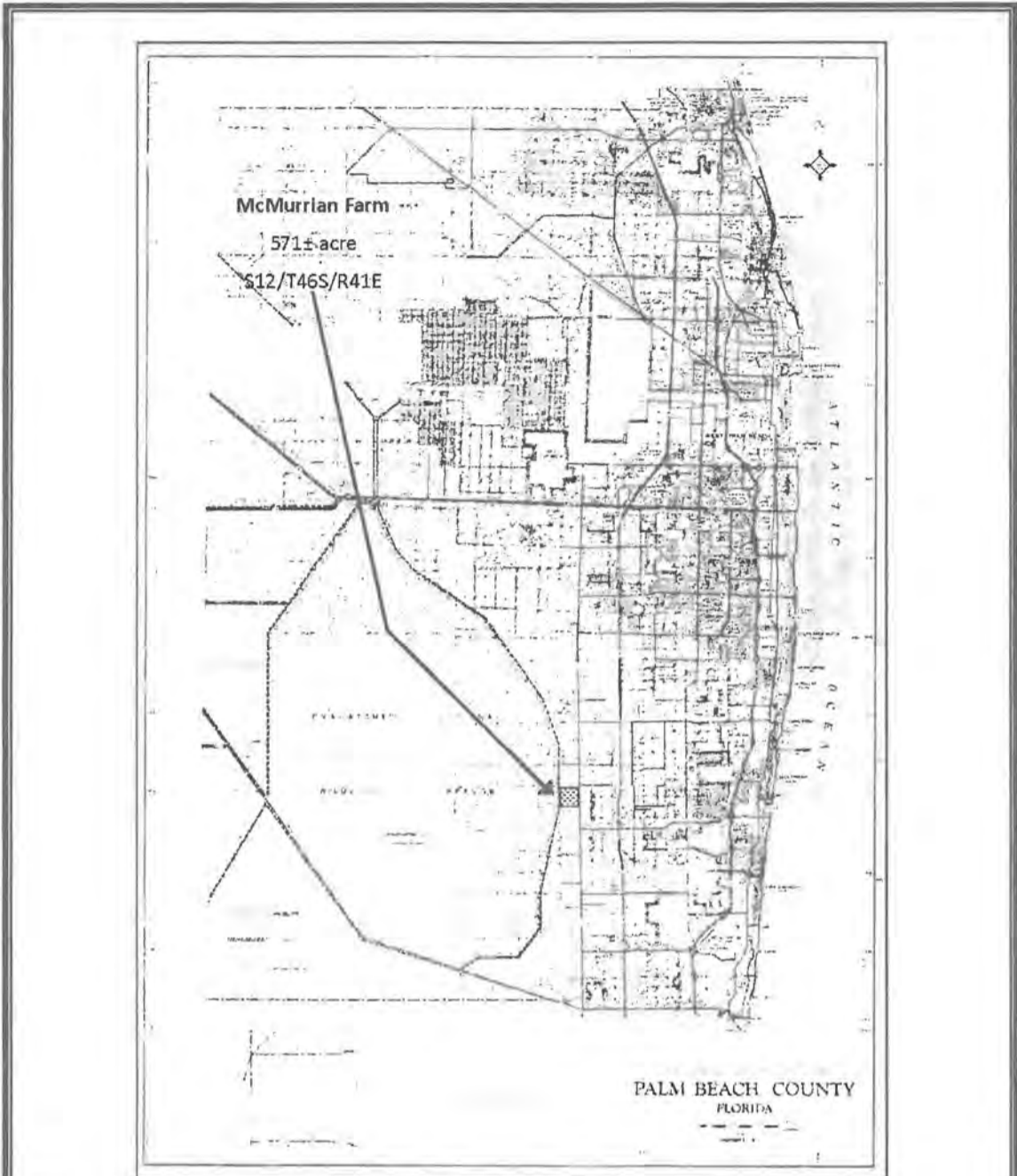
McMurrian Farm is a 570± acre agricultural vegetable crop operation located central Palm Beach County, Florida (**Figure 1**) wholly within Section 12, Township 46 South, Range 41 East. The farm is jointly owned by the South Florida Water Management District (60.6%) and the Palm Beach County Board of County Commissioners (39.4%). The property has been an active row-crop farm for at least the past 40 years with virtually no change in the farm layout.

The farm has been leased to Pero Family Farms, LLC since the early 2000's. Pero Family Farms, LLC was recently awarded a 10-year lease resulting from a publically solicited request for bids.

The property activities include a fully functional active vegetable row crop operation. Associated equipment storage, light maintenance area, chemical storage, and fuel storage & dispensing site are located off-site adjacent to the subject property.

The McMurrian Farm drainage water management features of this tract consists of pumped drainage through an interconnected water management system consisting of raised vegetable beds and associated furrows, perimeter and internal drainage canals, and multiple internal water control structures that provide extensive ability to isolate and independently manage water tables in multiple and relatively small acreage blocks. Irrigation is managed by water table control precipitated with surface water withdrawals from an adjacent surface water canal and routed through the extensive internal ditch and furrow system. Drainage and irrigation are conducted under authorized and valid SFWMD Permits.

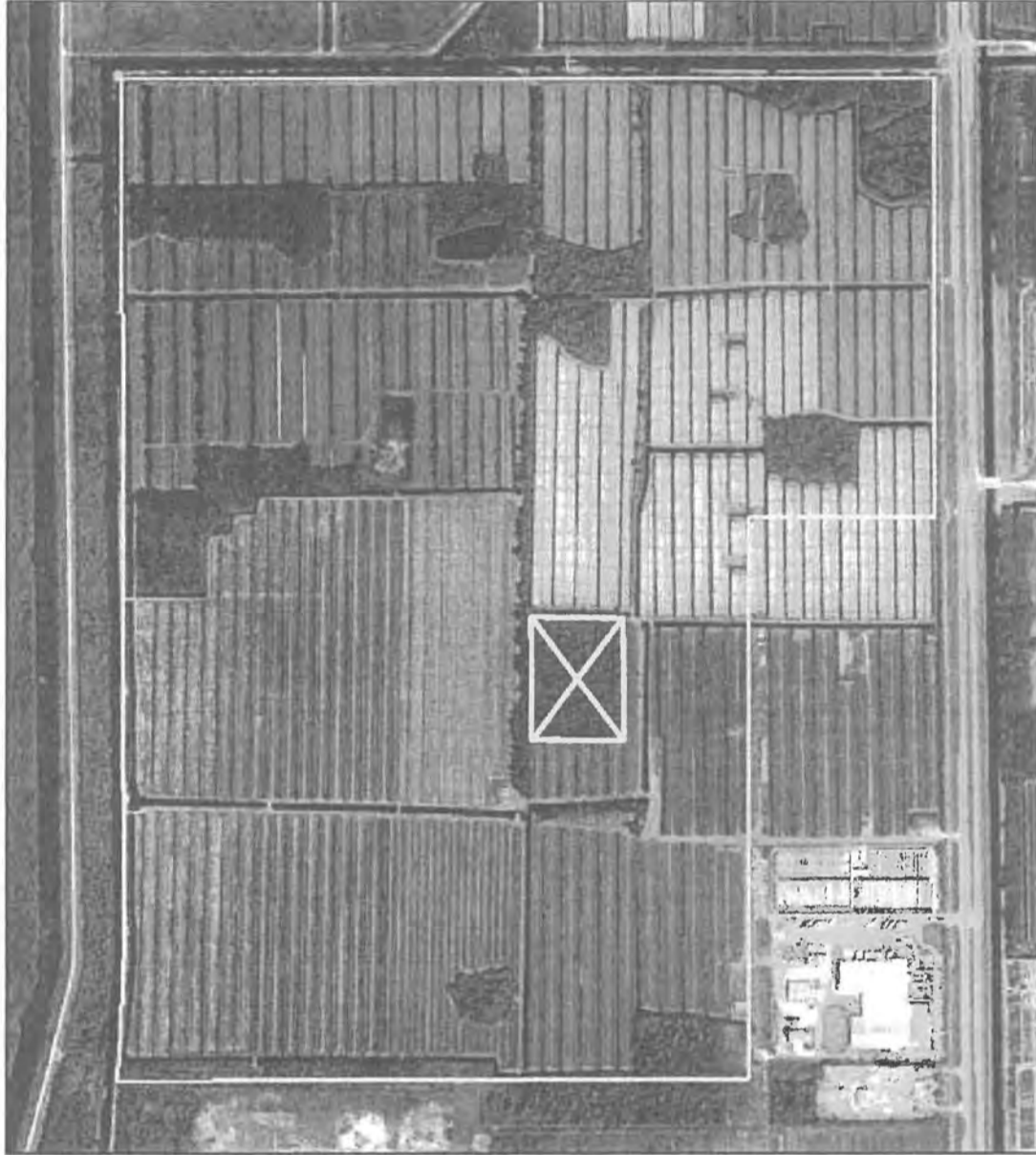
An aerial view and primary features of the McMurrian Farm is provided in **Figure 2**.



Note:

- For planning purposes only, subject to boundary survey and title review
- Base image Florida Department of Transportation 'General Highway Map - Palm Beach County, Florida'

<p>Initials: PJW 09-01-13 Figure No. 1</p>	<p>Pero Family Farms, LLC McMurrilan Farm Lease – General Location Palm Beach County, Florida</p>	 <p>TAC Environmental Water Resources Consulting, Inc. 801 Maplowood Drive, Suite B • Jupiter, FL 33458-2436 561-743-5588 • 561-743-0082 (fax) pwhalen@TACenviron.net</p>
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Note:

- For planning purposes only, subject to boundary survey and title review
- Base image Florida Department of Transportation 'General Highway Map – Palm Beach County, Florida'

Initials: PJW
09-01-13
Figure No. 2

Pero Family Farms, LLC
McMurrrian Farm Lease - Aerial Photograph
Palm Beach County, Florida



TAC Environmental
Water Resources Consulting, Inc.

801 Maplewood Drive, Suite 8 • Jupiter, FL 33458-2436
561-743-5588 • 561-743-0092 (fax)
pjwholm@TACenviron.net

INTRODUCTION

BEST MANAGEMENT PRACTICES (BMPs) HISTORY AND PURPOSE:

With the passage of the Federal Clean Water Act (FCWA) in 1972, states were required to assess the impact of nonpoint sources of pollution on surface and ground waters, and establish programs to minimize them. Florida's Nonpoint Source Management Program was established in 1978 and has undergone numerous changes over the years. The program requires the use of structural and nonstructural BMPs to minimize nonpoint source pollution, either through traditional regulation (i.e., Environmental Resource Permits) or through voluntary measures (i.e., implementation of BMPs).

Section 303(d) of the FCWA also requires states to identify impaired water bodies and establish total maximum daily loads (TMDLs) for pollutants entering these water bodies. TMDLs establish the maximum amount of pollutants that can be discharged to a water body and still have it meet designated uses such as swimming, fishing, or as a potable water use. Once a TMDL is set, an implementation plan must be developed that specifies the activities that watershed landowners will undertake to reduce point and nonpoint source pollutant loadings. Many of the 44,000 commercial farmers who produce food, fiber, and livestock on approximately 10 million acres in Florida will be required to meet specific water quality load allocations. Water quality targets will be achieved through a combination of regulatory, non-regulatory, and incentive-based measures. To address TMDLs, the Florida legislature passed the 1999 Florida Watershed Restoration Act that gives the Florida Department of Agriculture and Consumer Services (FDACS) the authority to develop interim measures, BMPs, cost-share incentives, and other technical assistance programs to assist agriculture in reducing pollutant loads in target watersheds. This law defines a process for the development of TMDLs for impaired waters as required by section 303(d) of the Federal Clean Water Act. It directs the FDACS to identify and adopt by rule BMPs for agricultural nonpoint sources. The Florida Department of Environmental Protection (FDEP) must also verify that these BMPs are effective at reducing pollutant loading to these waters. By law, agricultural producers who voluntarily implement these BMPs, which have been verified effective and adopted by rule, will receive a "presumption of compliance" with state water quality standards. They will also be eligible for cost-share money to implement selected BMPs once eligible practices are identified.

By definition, BMPs are a practice or combination of practices determined by the coordinating agencies, based on research, field-testing, and expert review, to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality in agricultural and urban discharges. BMPs are typically implemented as a "BMP treatment train" that includes a combination of nonstructural and structural practices which have been determined to be effective for reducing or preventing pollution. BMPs must be: technically feasible, economically viable, socially acceptable, and based on sound science. This manual is a living document. Over time, BMPs will be modified and adjusted as additional research is conducted and/or as economic conditions change.

VEGETABLE PRODUCTION BEST MANAGEMENT PRACTICES CHECKLIST

I. INTRODUCTION

The following checklist is designed to assist vegetable growers statewide in identifying the most appropriate Best Management Practices (BMPs) for their specific site and growing conditions. This checklist is to be employed after going through the BMP Decision Tree flowchart process on the preceding pages and is only used by vegetable producers who double crop and/or are using fertilizer rates in excess of the IFAS recommended rates. The results of this assessment should be kept on file and reviewed annually to document implementation of BMPs, and to determine whether further practices may be necessary. Providing the voluntary information requested below will help the farm manager select BMPs that are appropriate for their specific farm operation.

Grower Information: Please fill in all applicable lines below.

- A.) Property Owner: South Florida Water Management District (60.6%)/Palm Beach County Board of County Commissioners (39.4%)
- B.) Farm Name: Pero Family Farms, LLC
- C.) County: Palm Beach County
- D.) Tax ID Number: 00-42-43-27-05-065-0010 (516.079 ac) and 00-41-46-13-00-000-1030 (54.6962 ac)
Section: _____
Township: _____
Range: _____
- E.) Farm acres: 570.7731 ac
- F.) Crops grown: Peppers and Cucumbers
- G.) General Soils Characteristic: Sandy Loam
- H.) Describe Bed Preparation: Raised
- I.) Irrigation Method: Drip Seep Overhead Other None
- J.) Pump Capacity Outflow in gallons per minute: 12,500 gpm (permitted for 24,000 gpm)

Note:
A **YES** answer for any survey question indicates that the farm conforms to the referenced BMPs. A **NO** answer indicates that the referenced BMPs might improve the environmental performance of the farm, but implementation of all BMPs will generally not be required. Review BMPs listed for questions that were answered **NO**. Select specific BMPs from those indicated by a **NO** answer that are appropriate for application to the farm. BMPs that are scheduled for implementation should be listed in Section IV

Use the comment section at the end of this document to explain why certain BMPs from questions that were answered **NO** will not be implemented. The comment section can also be used to elaborate on any items or questions that may be unclear or ambiguous, or to explain particular farm conditions. Comments should be referenced to the specific section and question number of the survey. N/A may be used if the question or section does not apply to a particular farm.

II. NUTRIENT AND IRRIGATION MANAGEMENT

Farm Evaluation Date: 10-30-2013

Irrigation Practices

- 1) Did you have the irrigation water quality analyzed before designing and installing your irrigation system?
- 2) Have both the irrigation system's efficiency and uniformity been determined?
- 3) Has a documented maintenance schedule been established?
- 4) Do you have a modified irrigation schedule that is based on evapotranspiration, rainfall events, fertigation, tensiometers or other devices?
- 5) Do you use a water table observation well or other device(s) as a management tool if using seepage irrigation?

Yes	No	BMP No
<input checked="" type="checkbox"/>	<input type="checkbox"/>	36
<input checked="" type="checkbox"/>	<input type="checkbox"/>	39
<input checked="" type="checkbox"/>	<input type="checkbox"/>	39
<input checked="" type="checkbox"/>	<input type="checkbox"/>	40
<input checked="" type="checkbox"/>	<input type="checkbox"/>	27

Nutrient Practices:

- 6) Has standard whole-leaf or petiole fresh sap plant tissue testing been initiated?
- 7) Are you using precision agriculture to assist with crop production?
- 8) Do you have a soil survey on record for your farm?
- 9) Is there a confining layer, for example a spodic horizon, on your farm?
- 10) If you use organic or natural fertilizers, do you have samples analyzed for nutrient content?
- 11) Do you regularly test the soil to determine the soil pH and the concentration of available plant nutrients? If your soil has a low ability to adsorb P, use the Phosphorus Index which can be found at <http://www.fl.nrcs.usda.gov/technical/tools.html>
- 12) Do you use the results of the soil testing to determine the amount of fertilizer needed to meet the crop nutrient requirements?
- 13) If fertigating, do you inject small increments frequently?
- 14) For growers who are not using fertigation, do you apply supplemental applications of N and/or K only after rainfall exceeds 3 inches in 3 days or 4 inches in 7 days based on crop stage?

Yes	No	BMP No
<input checked="" type="checkbox"/>	<input type="checkbox"/>	35
<input checked="" type="checkbox"/>	<input type="checkbox"/>	28
<input checked="" type="checkbox"/>	<input type="checkbox"/>	14
<input type="checkbox"/>	<input checked="" type="checkbox"/>	14
<input type="checkbox"/>	<input checked="" type="checkbox"/>	31
<input checked="" type="checkbox"/>	<input type="checkbox"/>	14, 26
<input checked="" type="checkbox"/>	<input type="checkbox"/>	26, 33
<input checked="" type="checkbox"/>	<input type="checkbox"/>	33, 34
<input type="checkbox"/>	<input checked="" type="checkbox"/>	33

Double Cropping (If applicable)

- 15) Do you sample the soil after the first crop to determine the residual nutrient concentration?
- 16) Do you modify fertilizer use to account for the second crop?

Yes	No	BMP No
<input checked="" type="checkbox"/>	<input type="checkbox"/>	26, 30
<input checked="" type="checkbox"/>	<input type="checkbox"/>	30, 33

Bare-Ground:

- 17) Are you using split applications of nutrients to reduce losses to leaching?
- 18) Do you use controlled-release fertilizer?

Yes	No	BMP No
<input checked="" type="checkbox"/>	<input type="checkbox"/>	33
<input type="checkbox"/>	<input checked="" type="checkbox"/>	32

Reservoir Systems:

- 19) Do you have water control structures on your farm?
- 20) Can the present system of canals, ponds, and/or ditches be used to provide water storage capacity?
- 21) Are you using tailwater recovery?
- 22) Do you have a water management district permit for the construction and operation of a surface water management system?

Yes	No	BMP No
<input checked="" type="checkbox"/>	<input type="checkbox"/>	42
<input checked="" type="checkbox"/>	<input type="checkbox"/>	44
<input type="checkbox"/>	<input checked="" type="checkbox"/>	37, 38
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7, 15, 16, 21, 22, 43, 44, 45

III. CONCLUSION AND RESOLUTION:

Assessment conducted by (print name): Vanessa Bessey

Signature: _____

Farm representative (if different from above): Paul Whalen

Signature: _____

Date: _____

Comments:

_____ Farm uses daily scouting and visual observation by block for irrigation and pest management decisions.

_____ 2 crops per season. Soil and tissue tests are used to determine fertilizer application rates based upon PERC proprietary research & database.

_____ Crops are grown under plastic. Approximately 1/2 of the farm is on drip and 1/2 of farm utilizes seepage irrigation. A cover crop of sorghum is grown.

_____ Wetlands on the farm have a buffer of approximately 25 feet around them and have remained unchanged for ~40 years.

_____ There are small 1-2 foot berms between the planting area and the wetlands.

_____ Fields are layed out according to specific soil characteristics and soil samples and fertilization are according to specific

IV. BMPs TO BE IMPLEMENTED

BMPs selected from those indicated by NO answers that farm management team agrees to implement including the year of anticipated implementation.

V. OTHER BMPs USED BUT NOT CONTAINED IN THE MANUAL

Best Management Practices Effectiveness Summary*								
Best Management Practices	Resource Concerns							Relative Cost
	Surface Water Quality					Ground Water Quality		
	Nutrients	Sediments	Pesticides	BOD	Salinity	Nutrients	Pesticides	
Management Practices								
Irrigation Management	H	H	H	L	H	M	M	M
Nutrient Management	H	--	L	M	--	H	--	L
Pest Management	--	--	H	--	--	--	H	L
Springs Protection	M	M	M	M	--	H	M	L
Vegetative and Tillage Practices								
Conservation Crop Rotation	M	H	M	--	M	M	M	T
Conservation Tillage	M	H	M	L	--	--	--	M
Contour Farming	M	H	M	M	--	--	--	T
Cover Crops	M	M	M	L	--	M	L	M
Field Borders	M	M	M	M	--	--	--	L
Filter Strips	M	H	M	M	--	--	--	L
Grassed Waterways	M	M	M	L	--	--	--	H
Plasticulture Farming	M	I	M	--	--	M	M	H
Riparian Buffers	M	M	M	M	--	--	--	
Structural Practices								
Diversions/Terraces	L	M	L	L	--	--	--	H
Grude Stabilization	L	M	--	L	--	--	--	H
Reservoirs Ponds & Ditches	H	H	M	H	--	H	L	
Sediment Basins	M	H	M	M	--	--	--	M
Temporary Erosion Control	M	H	M	M	--	--	--	L/M
Water Table Control	M	H	M	H	--	--	--	M

H (high), M (medium), L (low), -- (little to no effect); T (primary cost is time)
 *Adapted from Ohio State University Extension Fact Sheet AEX-464-91and Farming for Clean Water in South Carolina. 1 - Effects may be positive or negative depending on management techniques.

Candidate BMP Checklist

Instructions: Using the Florida Vegetable and Agronomic Crops Best Management Practices Checklist, check "Yes" for all BMP's currently practiced and "No" for BMPs not currently implemented. For those BMPs that will be implemented in future years, enter the year you plan to initiate the BMP in the "year" column. Enter N/A in the "year" column if the practice is not applicable to your operation or if it conflicts with other BMPs that have been implemented.

PESTICIDE MANAGEMENT

Yes	No	Year	BMP
X			1. Integrated Pest Management
X			2. Pesticide Mixing and Loading Activities
X			3. Spill Management
X			4. Pesticide Application Equipment Washwater and Container Management
X			5. Pesticide Equipment Calibration

CONSERVATION PRACTICES AND BUFFERS

Yes	No	Year	BMP
	NA		6. Well Head Protection
X	See note above		7. Wetlands Protection
X			8. Grassed Waterways
X			9. Filter Strips
X			10. Field Borders
	NA		11. Riparian Buffers
	NA		12. Contour Farming
X			13. Land Leveling
X			14. Soil Survey

EROSION CONTROL AND SEDIMENT MANAGEMENT

Yes	No	Year	BMP
	X		15. Sediments Basins
X			16. Access Roads
X			17. Critical Area Plantings
	X		18. Diversions/Terraces
X			19. Temporary Erosion Control Measures
X			20. Raised bed Preparation
X			21. Grade Stabilization Structures
X			22. Ditch Construction and Maintenance
X			23. Conservation Tillage
X			24. Cover Crops
X			25. Conservation Crop Rotation

NUTRIENT AND IRRIGATION MANAGEMENT

YES	NO	YEAR	BMP
X			26. Soil Testing/Soil pH
	X		27. Water Table Observation Wells
X			28. Precision Agriculture
X			29. Crop Establishment
X			30. Double Cropping in Plasticulture Systems
	NA		31. Proper Use of Organic Fertilizer Materials
	NA		32. Controlled-Release Fertilizers
X			33. Optimum Fertilization Management/Application
X			34. Chemigation/Fertigation
X			35. Tissue Testing
X			36. Water Supply
	NA		37. Tailwater Recovery
	NA		38. Tailwater Reuse and Waterborne Plant Pathogens
X			39. Irrigation System Maintenance and Evaluation
X			40. Irrigation Scheduling
X			41. Frost and Freeze Protection
X			42. Water Control Structures

WATER RESOURCES MANAGEMENT

Yes	No	Year	BMP
X			43. Flood Protection
X			44. Ponds/Reservoirs and Ditches
	NA		45. Farm Ponds
X			46. Fields and Beds
X			47. Plasticulture Farming
	NA		48. Springs Protection

SEASONAL OR TEMPORARY FARMING OPERATIONS

Yes	No	Year	BMP
	NA		49. Seasonal or Temporary Farming Criteria

Notice of Intent #13731

Program: Vegetable & Agronomic Crops

Producer Name: Angela Pero
Operation Name: McMurrrian Farm
Operation Description: n/a
NOI Acres: 570.7731
Entry Date: 4/14/2014
Signature Date: 3/10/2014
NOI Status: Active - Notice of Intent Received

NOI Contact Information

Name: Angela Pero
Address: 14095 State Road 7
City: Delray Beach, FL
Zip Code: 33446
Phone: 561-498-5771
Fax: n/a
Email: n/a

Site: McMurrrian Farm

Description: n/a
Acreage: 570.773100
County: Palm Beach
Tax Parcel IDs: 00424327050650010
 SOUTH FLORIDA WATER MGMT DIST
 PO BOX 24680
 00414613000001030
 SOUTH FLA WATER MGMT DIST
 PO BOX 24680

Usage:

Row Crops

Pesticide Management

- FVAC-1. Integrated pest management (BASELINE) (3/10/2014)
- FVAC-2. Pesticide Mixing and Loading Activities (3/10/2014)
- FVAC-3. Spill Management (3/10/2014)
- FVAC-4. Pesticide Application Equipment Wastewater and Container Management (3/10/2014)
- FVAC-5. Pesticide Equipment Calibration (3/10/2014)

Conservation Practices and Buffers

- FVAC-6. Well Head Protection (BASELINE) (1/1/9999)
- FVAC-7. Wetlands Protection (BASELINE) (3/10/2014)

- FVAC-8. Grassed Waterways (BASELINE) (1/1/9999)
 - FVAC-9. Filter Strips (BASELINE) (1/1/9999)
 - FVAC-10. Field Borders (3/10/2014)
 - FVAC-11. Riparian Buffers (BASELINE) (1/1/9999)
 - FVAC-12. Contour Farming (1/1/9999)
 - FVAC-13. Land Leveling (3/10/2014)
 - FVAC-14. Soil Survey (3/10/2014)
- Erosion Control and Sediment Management*
- FVAC-15. Sediments Basins (1/1/9999)
 - FVAC-16. Access Roads (BASELINE) (3/10/2014)
 - FVAC-17. Critical Area Plantings (1/1/9999)
 - FVAC-18. Diversions/Terraces (1/1/9999)
 - FVAC-19. Temporary Erosion Control Measure (BASELINE) (1/1/9999)
 - FVAC-20. Raised Bed Preparation (3/10/2014)
 - FVAC-21. Grade Stabilization Structures (1/1/9999)
 - FVAC-22. Ditch Construction and Maintenance (BASELINE) (3/10/2014)
 - FVAC-23. Conservation Tillage (1/1/9999)
 - FVAC-24. Cover Crops (3/10/2014)
 - FVAC-25. Conservation Crop Rotation (3/10/2014)
- Nutrient and Irrigation Management*
- FVAC-26. Soil Testing/Soil pH (3/10/2014)
 - FVAC-27. Water Table Observation Wells (1/1/9999)
 - FVAC-28. Precision Agriculture (1/1/9999)
 - FVAC-29. Crop Establishment (3/10/2014)
 - FVAC-30. Double Cropping in Plasticulture Systems (3/10/2014)
 - FVAC-31. Proper Use of Organic Fertilizer Materials (1/1/9999)
 - FVAC-32. Controlled-Release Fertilizers (1/1/9999)
 - FVAC-33. Optimum Fertilization Management/Application (BASELINE) (3/10/2014)
 - FVAC-34. Chemigation/Fertigation (3/10/2014)
 - FVAC-35. Tissue Testing (3/10/2014)
 - FVAC-36. Water Supply (1/1/9999)
 - FVAC-37. Tallwater Recovery (1/1/9999)
 - FVAC-38. Tailwater Reuse and Waterborne Plant Pathogens (1/1/9999)
 - FVAC-39. Irrigation System Maintenance and Evaluation (BASELINE) (3/10/2014)
 - FVAC-40. Irrigation Scheduling (BASELINE) (3/10/2014)
 - FVAC-41. Frost and Freeze Protection (3/10/2014)
 - FVAC-42. Water Control Structures (3/10/2014)
- Water Resources Management*
- FVAC-43. Flood Protection (BASELINE) (3/10/2014)
 - FVAC-44. Ponds/Reservoirs and Ditches (3/10/2014)
 - FVAC-45. Farm Ponds (BASELINE) (1/1/9999)
 - FVAC-46. Fields and Beds (3/10/2014)
 - FVAC-47. Plasticulture Farming (3/10/2014)
 - FVAC-48. Springs Protection (1/1/9999)
- Seasonal or Temporary Farming Operations*
- FVAC-49. Seasonal or Temporary Farming Criteria (1/1/9999)
- SFWMD BMPs*
- EAA BMPs (1/1/9999)
 - C139 and Western Basins Area BMPs (1/1/9999)

EXHIBIT "D"
EXOTIC PEST PLANTS

Melaleuca	Melaleuca quinquenervia
Brazilian Pepper	Schinus terebinthifolius
Australian Pine	Casuarina Spp.
Earleaf Acacia	Acacia auriculiformis

And any other plant the County from time to time so designates.

EXHIBIT "E"
DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Angela Pero hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President/manager (position - i.e. president, partner, trustee) of **PERO FAMILY FARMS, LLC**, (the "Tenant") which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property").
2. Affiant's address is: **14095 State Road 7, Delray Beach, FL 33446.**
3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Tenant and the percentage interest of each such person or entity.
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant

Print Affiant Name: _____

The foregoing instrument was sworn to, subscribed and acknowledged before me this 18 day of April, 2024, by Angela Pero, President [✓] who is personally known to me or [] who has produced _____ as identification and who [] did [] did not take an oath.

Christine Palermo
Notary Public



(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____

EXHIBIT "A"
To Disclosure of Beneficial Interests



00-42-43-27-05-065-0010 and 00-41-46-13-00-000-1030

Legend

- W910E-007 (Pero Farms - Row Crops)
- Areas Not Farmed

Approx. Farmed Acres: 490.99 ±
 Approx. Area not Farmable: 79.78 ±
 Total Lease Acres: 570.77



EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS

Tenant is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Tenant must identify individual interest holders. If, by way of example, Tenant is wholly or partially owned by another entity, such as a corporation, Tenant must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
Pero Family Farms Food Co., LLC	14095 State Rd 7 Delray Beach, FL 33446	100%
Peter F. Pero IV		31%
Frank Pero		23%
Charles Pero		23%
Angel Pero		23%

ATTACHMENT #4
Format For Response (33 pages)

Pero Family Farms, LLC

14095 State Road 7
Delray Beach, Florida 33446

PROPOSAL

in response to

**RFP NO. 2024-101-DML
AG RESERVE- MCMURRAIN**



Table of Contents

Format For Response	2
Proposed Best Management Practices Plan & Copy of Written Report From Licensed Engineer or Other Drainage Professional.....	6
Experience & Qualifications as a Commercial Farmer	26
Financial Ability	28
Certification of Business Location	29
Conflict of Interest Disclosure Form	32

Format For Response

FORMAT FOR RESPONSE
(Must be completed by Respondent and returned with Proposal)

Items 1-16 below set forth the minimum criteria and information which each proposal must meet and provide in order to be considered responsive and be eligible for further consideration. The failure to meet any one of the minimum criteria or to provide the requested information may cause the proposal to be rejected as non-responsive. All responses must be made on this form, with attachments if additional space is required.

1. Name of Respondent/Firm (exactly as it is to appear on the Agreement):
 Pero Family Farms, LLC, a Florida limited liability company

2. Principal Office/Mailing Address:
 14095 State Road 7, Delray Beach, Florida 33446

3. Telephone Number: **(561) 498-5771**

4. Contact Person/Title:
 Angela Pero, Manager

5. Form of Business Entity: Corporation [] Joint Venture []
 General Partnership [] L.L.C. [X]
 Limited Partnership [] Individual []
 Public Corporation []

If other than Individual, specify date of organization:
 April 1, 1986

If other than Individual, is business entity registered to do business in the State of Florida?
[X] Yes [] No. If yes, as of what date? **April 1, 1986** . If not presently registered with the Division

of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Respondent acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

6. Name, Address and Percentage Ownership of all individual participants in Respondent's Business Entity. Specify which individuals will be actively involved in the management or operation of the farm and which individuals will be non-active participants.
{Individuals are not required to complete this section.}

<u>Name</u>	<u>Address</u>	<u>Percentage Ownership</u>
Angela Pero*	14095 State Road 7, Delray Beach, Florida 33446	23%
Peter F. Pero, IV*	14095 State Road 7, Delray Beach, Florida 33446	31%
Frank A. Pero*	14095 State Road 7, Delray Beach, Florida 33446	23%
Charles Pero**	14095 State Road 7, Delray Beach, Florida 33446	23%

* Indicates that such individual will be actively involved in the management or operation of the farm.

** Indicates that such individual will be a non-active participant in the management or operation of the farm.

7. Has Respondent, or any of its owner participants ever filed a petition for bankruptcy or been declared bankrupt?
Yes ()
No (X)

If Yes, state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.

N/A

8. Provide the amount of Respondent's Proposed Rent. The County has set the minimum rental amount for this Agreement at **\$550 per acre for row crops and \$1000 per acre for container or field grown nursery plants**. Respondents are free to propose a higher rental amount but may not propose a lower amount:

Annual Proposed Rent: \$350,000.00

Rental Rate per Acre: \$613.21

9. Proposed Agricultural Use-(Crops and/or plants to be planted and farmed):
Row Crop Farming of Vegetables. Registered pesticides are anticipated to be used in accordance with applicable law. No pre-planned incidental uses.
10. Attach one (1) copy of proposed best management practices plan with one (1) copy of written report from licensed engineer or other drainage professional. **See attached.**
11. Attach evidence of Respondent's experience and qualifications as a commercial farmer, the requirements for which are set forth in detail in Section III.C.8 of the RFP. **See attached.**
12. Attach Respondent's financial ability to implement its proposal, the requirements for which are set forth in detail in Section III.C.9 of the RFP. **See attached.**
13. If the Respondent wishes to be considered a local business, the Respondent must also submit a "Certification of Business Location" (**Exhibit D** to the RFP) along with the copy of the Respondent's business tax receipt. **See attached.**

NOTE: Respondent is exempt from the Business Tax Receipt requirement pursuant to Section 205.064(1), Florida Statutes. As such, no Palm Beach County Business Tax Receipt is attached to this proposal. In lieu thereof, please find a copy of Respondent's 2023 Florida Limited Liability Company Annual Report which was filed on January 31, 2023 with the Secretary of State for the State of Florida evidencing that Respondent's principal place of business was located in Palm Beach County at 14095 State Road 7, Delray Beach, Florida 33446 prior to the date of the request for proposal to which this proposal is submitted in response.
14. Submit all addenda, if any, issued for this RFP, each properly acknowledged by an authorized person. **None other than attached.**
15. Objections, if any. **None.**
16. Submit such additional information, as an attachment hereto, as Respondent may consider pertinent to indicate capabilities of the Respondent to operate as a

commercial farmer. **See attached.**

The below signed has read the RFP and all attachments, and fully understands what is required. By submitting this signed proposal, I will accept an Agreement, if approved by the County, and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

PERO FAMILY FARMS, LLC, a Florida
limited liability company

Entity Name (if applicable)

Angela Pero, Manager

Print Name/Title (if applicable)

Address: 14095 State Road 7
Delray Beach, Florida 33446

Telephone No.: (561) 498-5771 Fax No: (561) 496-4009 E-Mail: Angela.Pero@perofamilyfarms.com

Signature 

Date 1/3/2024

Proposed Best Management Practices Plan & Copy of Written Report From Licensed Engineer or Other Drainage Professional

Notice of Intent #13731

Status:	Active	County:	Palm Beach
Status2:		Site Name:	McMurrin Farm
NOI Acres:	570.77	Site Description:	
Received Date:	4/14/2014	Address:	
Assigned To:	Grimsley, Don (grimsid)	Address 2:	
Assisted By:		City, State, Zip:	
Signed By:		Country:	
Signature Date:	3/10/2014		
Self Enrolled:		BMAP Area(s):	NONE
Follow Up Date:		WMD(s):	South Florida WMD
		Other Area(s):	NONE

Producer Information

Producer:	Angela Pero (Pero Family Farms, LLC)	Phone:	(561) 498-5771
Address:	14095 US Highway 441	Fax:	(561) 496-4009
City, State Zip:	Delray Beach, FL 33446-9800	Email:	angela.pero@perofamilyfarms.com

Are there equivalent programs that are active and in compliance that cover the entire NOI? No

Other Contact Information

Type	Contact Name	Address	City	State	Zip	Phone
Authorized Agent	Paul Whalen	801 Maplewood Dr Ste 8	Jupiter	FL	33458-8800	(561) 743-5598

Parcel Information

Parcel Number	Township	Range	Section	Parcel Name	Owner Name	Owner Address	Owner City	Status	Confirmed
00414613000001030	46S	41E	13			PO BOX 24680	WEST PALM BEACH	Active	
00424327050650010	43S	42E	27			PO BOX 24680	WEST PALM BEACH	Active	

Cost Share Applications

Application #	App Date	Status	FDACS Manager	Category	Sub-Category	FDACS Contract	Primary Contact	Program Type	Begin Date	End Date	Total Cost
---------------	----------	--------	---------------	----------	--------------	----------------	-----------------	--------------	------------	----------	------------

NOI Form/Manual

Form Name	Status	Sign Date	Assigned To	Effective Date
Vegetables & Agronomic Crops (2006)	Active	3/10/2014		3/10/2014

Permits, Certifications and Agreements (PCA) Information

PCA Type	Sub Type	Number	Expiration Date	Status	As Of Date	Description
----------	----------	--------	-----------------	--------	------------	-------------

Documents Information

Form	Type	Date	Status	Created by
	Common Practices Status Report	4/9/2019	Complete	pwhalen@TACenvironmental.net
Vegetables & Agronomic Crops (2006)	Enrollment	7/20/2014	Complete	MigrationScript

Practices Information

1.0 Nutrient Management

Do you apply nutrients in any form (e.g., commercial fertilizer, organic material) in the operation associated with this NOI? Yes

1.1 Right Source

1. Prior to application, determine the nitrogen, phosphorus, and potassium content in commercial fertilizer using the guaranteed analysis on the label. In Use

Comment

2. If using fertilizer plant floor sweepings, reclaimed water, manures, poultry litter, compost, or biosolids, account for the nutrient content of those materials prior to application. Acceptable alternatives to laboratory analysis include supplier analysis or NRCS guidelines. NA

Comment

3. Keep records of all nutrient applications that contain Nitrogen or Phosphorus. In Use

Comment

1.2 Right Rate

1. Perform a soil test or tissue tests as provided in the BMP manual under which the operation is enrolled to appropriately plan and manage fertilizer applications. If using split (multiple) applications, a soil test is required only once a year. In Use

Comment

2. Use a laboratory that performs a phosphorus extraction method accepted by UF-IFAS Extension Soil Testing Laboratory, alternative test methods that have a calibrated crop response, or an alternative test method described in the BMP manual under which the operation is enrolled. If the Mehlich-3 method is not used, indicate the method used and the justification in the comments. In Use

Comment

3. Prior to applying nutrients, manage the pH of the soil according to the laboratory results and crop requirements or as provided in the BMP manual under which the operation is enrolled. In Use

Comment

4. Limit phosphorus fertilization based on soil test results and crop requirements. The relevant UF-IFAS application recommendations or alternative recommendations described in the BMP manual under which the operation is enrolled are reviewed and followed or adjusted as necessary for site-specific conditions. Maintain the documentation used to calculate applications, including justification for application rates exceeding UF-IFAS recommendations. In Use

Comment

5. Base the nitrogen fertilization rate on the crop nutrient requirement. The relevant UF-IFAS application recommendations are reviewed and followed or adjusted as necessary for site-specific conditions. Crop nutrient requirements may be adjusted based on tissue testing results. Maintain the documentation used to calculate applications, including justification for application rates exceeding UF-IFAS recommendations.	In Use
Comment	
6. Keep records of all field sampling locations and laboratory test results.	In Use
Comment	
7. Keep records of all nutrient applications that contain Nitrogen or Phosphorus.	In Use
Comment	
1.3 Right Time	
1. Match plant growth stage nutrient requirements and minimize loss through leaching or runoff by using seasonal applications, split applications, or controlled release fertilizer.	In Use
Comment	
1.4 Right Place	
1. Require that all fertilizer application equipment is calibrated.	In Use
Comment	
2. Prevent application of fertilizer to waterbodies, sinkholes, or to swales or field ditches that have standing water.	In Use
Comment	
1.5 Fertilizer Storage and Handling	
1. Store fertilizer material (all organic and commercial sources) under a waterproof cover unless used or applied promptly after delivery.	In Use
Comment	No long-term storage on site
2. Store and load fertilizer material at a location and in a manner that prevents impacts to wetlands, waterbodies, or sinkholes.	In Use
Comment	
1.6. Special Nutrient Management Practices	
2.0 Irrigation and Water Table Management	
Do you use an irrigation system in the operation associated with this NOI?	Yes
2.1 Crop Water Requirements and Irrigation Scheduling	
1. Manage irrigation based on soil moisture sensor data. If soil moisture sensors are not used, follow practices 2.1.2 and 2.1.3 below.	NA
Comment	
2. Maintain the water table (saturated zone) at the lowest level consistent with plant rooting depths when using seepage irrigation.	In Use
Comment	
3. Use decision support tools and information to plan irrigation events; describe these tools in the comments. Tools may include weather stations, soil moisture sensors, or other methods.	In Use
Comment*	active weather monitoring; daily field scouting
4. Keep records of rainfall events and amounts, and install rain gauge(s) if needed.	In Use
Comment	
2.2 Irrigation System Maintenance and Evaluation	
1. Contact a Mobile Irrigation Laboratory (MIL) or other qualified person to request an irrigation efficiency evaluation of your pressurized irrigation system at least every five years.	NA
Comment	
2. Adjust and repair irrigation system components as recommended by your system's evaluation.	NA
Comment	
3. Keep records of all MIL evaluation results and recommendations.	NA
Comment	

4. Clean and maintain filtration equipment so that it operates within the recommended pressure range.	NA
Comment	
5. Inspect sprinkler nozzles or emitters annually for wear and malfunction and replace as necessary.	NA
Comment	
6. Flush and treat irrigation lines regularly to prevent emitter clogging.	NA
Comment	
7. Keep records of all irrigation system maintenance and repairs.	In Use
Comment	
8. Ensure that flow meters are properly calibrated and correctly measuring water usage.	In Use
Comment	
9. Periodically test irrigation water to identify issues with water chemistry that may result in irrigation system plugging of pressurized systems. Users of reclaimed water can use water analysis from the supplier. Parameters that contribute to plugging may include calcium, total carbonates, hardness, iron, total dissolved solids, and pH.	NA
Comment	
2.3 Special Irrigation Management Practices (placeholder for commodity-specific practices)	
3.0 Water Resource Protection	
3.1 Stream Protection	
1. Maintain a riparian buffer or vegetated filter strips on fields or pastures adjacent to natural perennial streams.	NA
Comment	
2. Repair rills and small channels that develop within the riparian buffer where those features reduce the function of the buffer.	NA
Comment	
3. Revegetate bare areas along natural perennial stream banks and in riparian buffers if the bare areas reduce the function of the buffer.	NA
Comment	
4. Locate and size stream crossing areas to minimize impacts to riparian buffers. Refer to NRCS Stream Crossing Code 578 for guidance.	NA
Comment	
5. Stabilize access roads that cross streams and creeks. Refer to NRCS Access Road Code 560 for guidance.	NA
Comment	
3.2 Springs and Sinkholes	
1. Buffer springs and spring runs with a minimum of 100 feet of non-fertilized vegetation.	NA
Comment	
2. Buffer sinkholes and other visible karst features with a minimum of 50 feet of non-fertilized vegetation.	NA
Comment	
3. Never dispose of any materials into sinkholes.	NA
Comment	
3.3 Wetlands and Lakes	
1. Buffer wetlands and lakes with a minimum of 25 feet of non-fertilized vegetation.	In Use
Comment	
2. Buffer lakes that have TMDLs with a minimum of 50 feet of non-fertilized vegetation.	NA
Comment	
3. If fencing through wetlands, keep cleared areas no wider than 25 feet.	NA
Comment	
3.4 Ditch Maintenance	

1. Maintain perennial vegetation on all ditch banks to protect them from erosion, or provide an alternative means for preventing sediment from moving offsite.	In Use
Comment	
2. Install water control structures to retain water and improve surface water quality where necessary to manage off-site impacts.	In Use
Comment	
3. Do not remove sediments below the ditches original invert elevation, which can be determined by engineering drawings, or changes in soil characteristics and color.	In Use
Comment	
3.5 Erosion Control	
1. Construct above-grade access roads so that they do not impede or divert surface water flow.	In Use
Comment	
2. Maintain vegetative cover to stabilize road banks.	In Use
Comment	
3. Ensure that the pump intake is sufficiently elevated from the ditch bottom for offsite discharges using lift pumps, so that nutrients in sediments and debris are not carried into the water.	In Use
Comment	
3.6 Wellhead Protection	
1. Inspect wellheads and pads for significant leaks or cracks, and make any necessary repairs.	NA
Comment	
2. Use backflow prevention devices at wellheads if injecting fertilizer or chemicals.	NA
Comment	
3.7. Special Water Resource Protection Practices	

Notes



TAC Environmental

Water Resources Consulting, Inc.

McMurrian Farm

570.77± Acres

Best Management Practices Plan / Water Management Plan

An agricultural Water Quality/Quantity Best Management Practices Plan has been in place and implemented since 2006. The farm specific BMP Plan was updated in 2013 by the Florida Department of Agriculture and Consumer Services (FDACS) – Office of Agricultural Water Policy. Attached is the current implemented McMurrian Farm BMP. BMP categories include:

- a) Pesticide Management
- b) Conservation Practices and Buffers
- c) Erosion Control and Sediment Management
- d) Nutrient and Irrigation Management
- e) Water Resources Management

Pero Family Farms has retained a professional specialist to ensure continual BMP training and implementation. Additionally, Palm Beach County Division of Property and Real Estate Management (PBC-PREM) has contracted with the Palm Beach Soil and Water Conservation District to conduct independent audits of BMP implementation.

Additionally, two (2) water resource permits have been issued specifically for the farms water resources management. The subject permits are current and in compliance.

- 1) South Florida Water Management District – Permit No. 50-00680-S (drainage)
- 2) South Florida Water Management District – Permit No. 50-00793-W (irrigation)

The SFWMD issued permits were developed to ensure farm water levels are maintained and controlled within the leased premises for the multiple purposes of agricultural drainage, agricultural irrigation, and preventing over flooding of low areas yet maintaining environmental suitable water levels. The attached annotated aerial presents the general location of the SFWMD permitted (a) off-site drainage pumps and (b) irrigation inflow pump. Additionally, Pero Family Farms has installed multiple internal water control structures to provide additional water table management control on a farm segment/field specific basis (i.e. culverts with risers controlling water levels with flashboards and gates).

Implementation of the BMP Plan and SFWMD water management permit compliance has been verified on a routine basis by Pero Family Farms BMP agent TAC Environmental Water Resources Consulting Inc. and Palm Beach Soil and Water Conservation District.

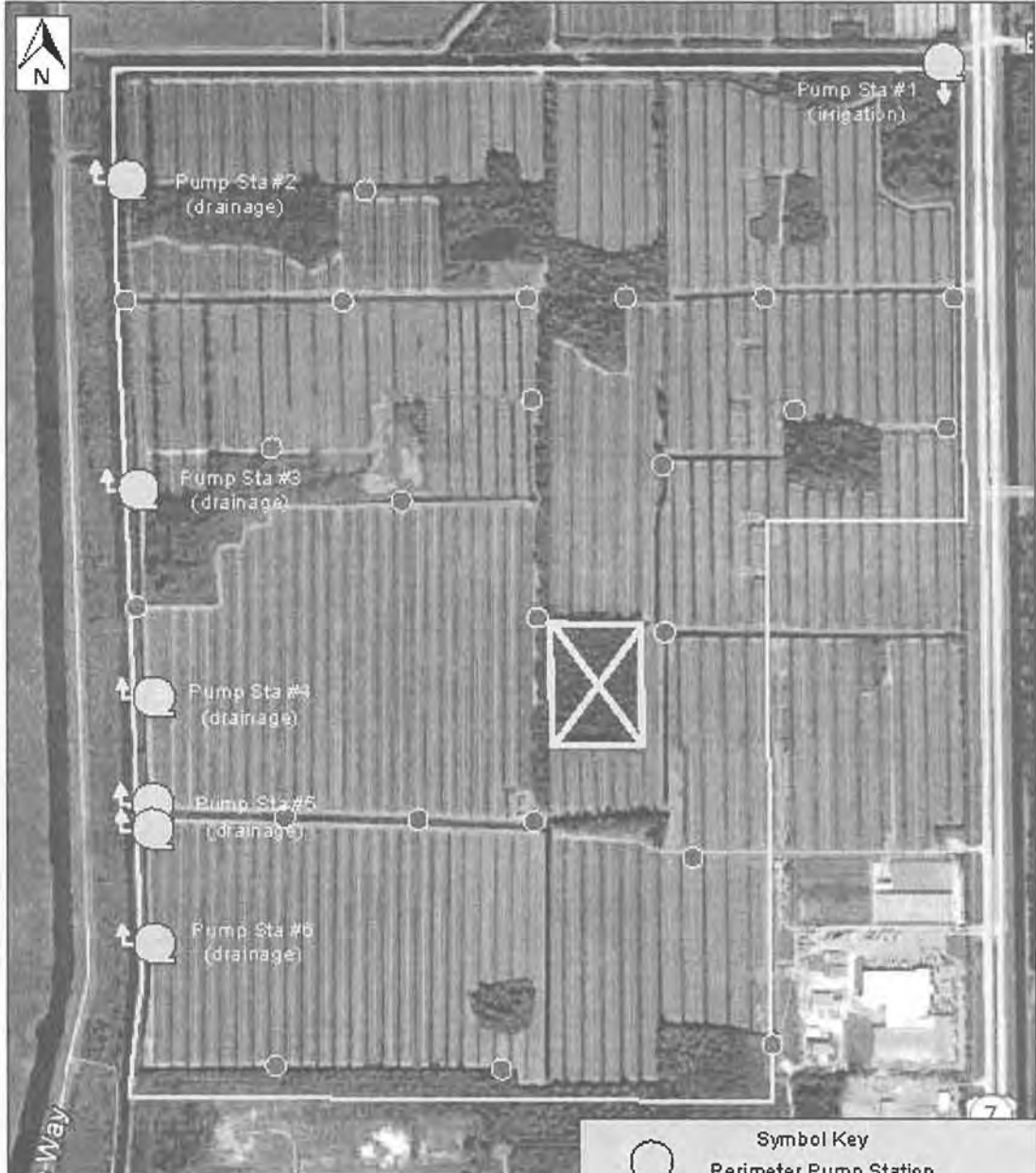
Paul J. Whalen, P.H.

*Certified and Registered by the American Institute of Hydrology
Professional Hydrologist (Certification No. 1591)
Professional Hydrologist – Water Quality (Certification No. 1572)*





801 Maplewood Drive, Suite 8 • Jupiter, Florida, 33458
561-743-5598 Office • pwhalen@TACEnvironmental.net

SFWMD Lease No. 4600002862



Note:
 • For planning purposes only, subject to boundary survey and title review
 • Base Aerial Photograph January 18, 2014

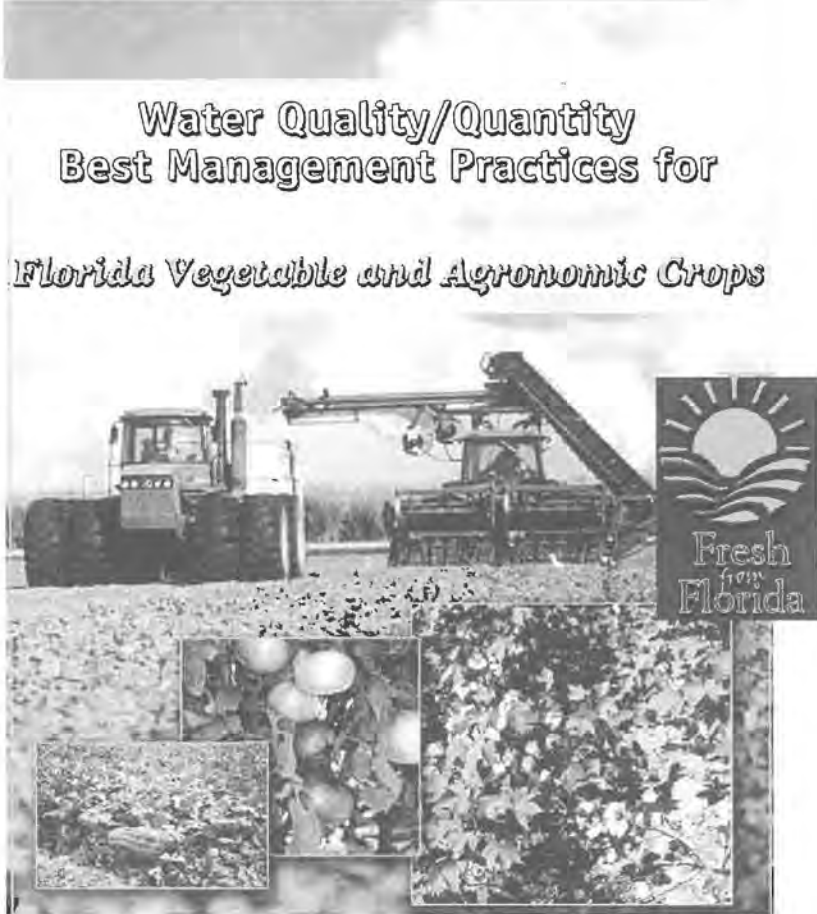
Symbol Key
 Perimeter Pump Station
 Internal Water Control Structure

Info. P.01
 01-15-13
 Figure No. 3

Pero Family Farms, LLC (leaseholder)
 Mc Murrian Farm Lease
 Primary Water Management Infrastructure
 Palm Beach County, Florida

TAC Environmental
 Water Resources Consulting, Inc.
 201 Maplewood Drive, Suite 2 • Jupiter, FL 33458-2428
 561-749-0593 • 561-749-0022 (fax)
 info@tacenvironmental.com

McMurrian Farm
Pero Family Farms, LLC (Leaseholder)
Best Management Practices Plan



12-01-13



assembled by
TAC Environmental
Water Resources Consulting, Inc.

801 Maplewood Drive, Suite 8 • Jupiter, FL 33458
(561) 743-5598 • (561) 743-0092 (fax) • pwhalen@TACenviron.net



ADAM H. PUTNAM
COMMISSIONER

**NOTICE OF INTENT TO IMPLEMENT
VEGETABLE AND AGRONOMIC CROPS
BEST MANAGEMENT PRACTICES MANUAL**

FDACS-DAWP
1203 Governor's Square Boulevard, Suite 200
Tallahassee, FL 32301

In accordance with Florida Statute 403.067(7)(c)2 and Rule 5M-8.00 F.A.C., the following information is hereby submitted as proof of my intent to implement Best Management Practices for Vegetable and Agronomic Crops in Florida. Multiple parcels and associated property tax identification numbers may be listed on one NOI. If parcels are owned in more than one county, then one NOI should be submitted for each county with the list of associated property tax identification numbers on each NOI. Use an additional sheet if necessary.

Farm Owner: South Florida Water Management District (60.6%)
Palm Beach County Board of County Commissioners (39.4%)

Leaseholder: Pero Family Farms, LLC

Authorized Local Contact: Angela Pero, President

Local Contact Address: 14095 State Road 7, Delray Beach, FL 33446

Local Contact Telephone: 561-498-5771

Farm Name: McMurrrian Farm

Total Number of Enrolled Acres: 570.7731±

County: Palm Beach

Property Tax ID Number/s From Property Appraiser:

- 00-42-43-27-05-065-0010 516.0769 acres
- 00-41-46-13-00-000-1030 54.6962 acres

BMP Documentation Coordinator

TAC Environmental Water Resources Consulting, Inc.
Paul J. Whalen
801 Maplewood Drive, Suite 8
Jupiter, FL 33458
561-743-5598

Complete the Candidate BMP Checklist and use the results to fill out the Notice of Intent to Implement. Submit the complete Notice of Intent to Implement to the Department of Agriculture and Consumer Services at the address below. **Keep the completed grower checklist in your files along with a copy of you completed Notice(s) of Intent.** You must complete the grower checklist and submitted the Notice of Intent to Implement and maintain these on file and have them available for inspection by the Department if you wish to receive a presumption of compliance with state water quality standards. A submitted Notice of Intent to Implement is also a requirement to be eligible for some sources of BMP cost share funding.



Angela Pero - President, Pero Family Farms, LLC (leaseholder)

3/10/14

Date

Mail the complete form to: FDACS-DAWP
1203 Governor's Square Boulevard, Suite 200
Tallahassee, FL 32301
Phone: (850) 488-6249; Fax (850) 921-2153

Property Description

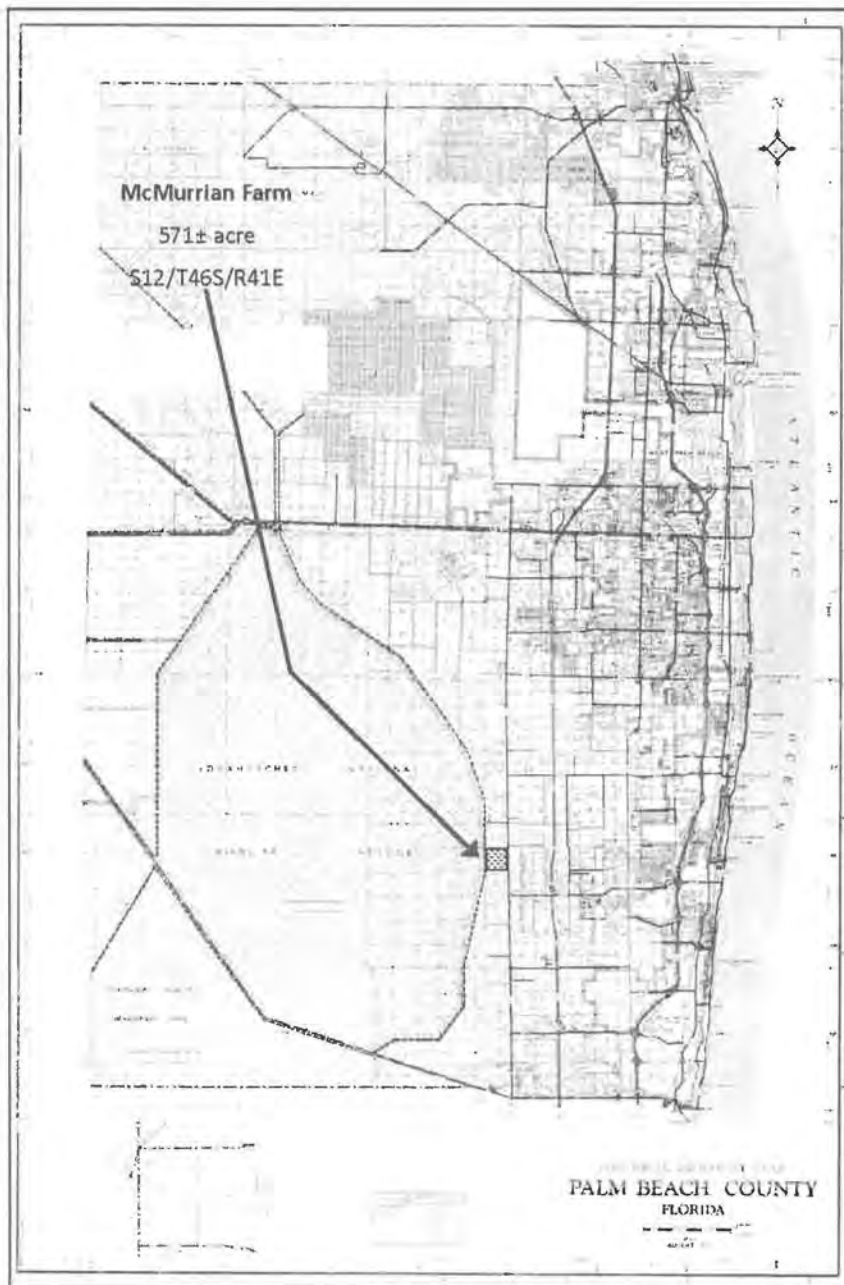
McMurrian Farm is a 570± acre agricultural vegetable crop operation located central Palm Beach County, Florida (**Figure 1**) wholly within Section 12, Township 46 South, Range 41 East. The farm is jointly owned by the South Florida Water Management District (60.6%) and the Palm Beach County Board of County Commissioners (39.4%). The property has been an active row-crop farm for at least the past 40 years with virtually no change in the farm layout.

The farm has been leased to Pero Family Farms, LLC since the early 2000's. Pero Family Farms, LLC was recently awarded a 10-year lease resulting from a publically solicited request for bids.

The property activities include a fully functional active vegetable row crop operation. Associated equipment storage, light maintenance area, chemical storage, and fuel storage & dispensing site are located off-site adjacent to the subject property.

The McMurrian Farm drainage water management features of this tract consists of pumped drainage through an interconnected water management system consisting of raised vegetable beds and associated furrows, perimeter and internal drainage canals, and multiple internal water control structures that provide extensive ability to isolate and independently manage water tables in multiple and relatively small acreage blocks. Irrigation is managed by water table control precipitated with surface water withdrawals from an adjacent surface water canal and routed through the extensive internal ditch and furrow system. Drainage and irrigation are conducted under authorized and valid SFWMD Permits.

An aerial view and primary features of the McMurrian Farm is provided in **Figure 2**.



Note:

- For planning purposes only, subject to boundary survey and title review
- Base image Florida Department of Transportation 'General Highway Map - Palm Beach County, Florida'

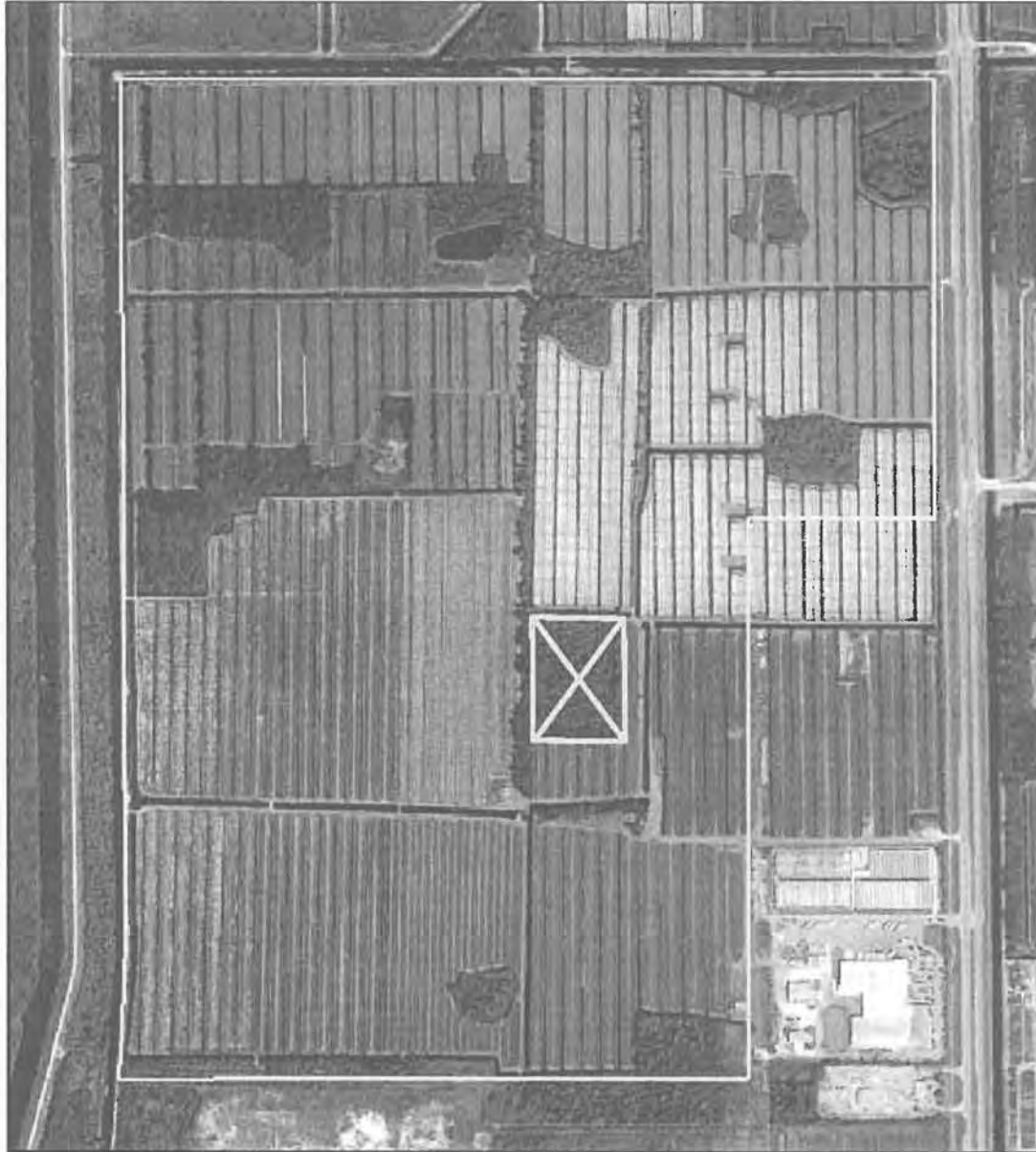
Initials: PJW
 09-01-13
 Figure No. 1

Pero Family Farms, LLC
McMurrrian Farm Lease - General Location
 Palm Beach County, Florida



TAC Environmental
 Water Resources Consulting, Inc.

801 Maplewood Drive, Suite 8 • Jupiter, FL 33458-2438
 561-743-5598 • 561-743-0092 (fax)
 pwhalen@TACenviro.ned



Note:

- For planning purposes only, subject to boundary survey and title review
- Base image Florida Department of Transportation 'General Highway Map – Palm Beach County, Florida'

Initials: PJW

09-01-13

Figure No. 2

Pero Family Farms, LLC
McMurrin Farm Lease - Aerial Photograph
Palm Beach County, Florida



TAC Environmental
Water Resources Consulting, Inc.

801 Maplewood Drive, Suite 8 • Jupiter, FL 33458-2436
561-743-5588 • 561-743-0092 (fax)
pwhalen@TACenviron.net

INTRODUCTION

BEST MANAGEMENT PRACTICES (BMPs) HISTORY AND PURPOSE:

With the passage of the Federal Clean Water Act (FCWA) in 1972, states were required to assess the impact of nonpoint sources of pollution on surface and ground waters, and establish programs to minimize them. Florida's Nonpoint Source Management Program was established in 1978 and has undergone numerous changes over the years. The program requires the use of structural and nonstructural BMPs to minimize nonpoint source pollution, either through traditional regulation (i.e., Environmental Resource Permits) or through voluntary measures (i.e., implementation of BMPs).

Section 303(d) of the FCWA also requires states to identify impaired water bodies and establish total maximum daily loads (TMDLs) for pollutants entering these water bodies. TMDLs establish the maximum amount of pollutants that can be discharged to a water body and still have it meet designated uses such as swimming, fishing, or as a potable water use. Once a TMDL is set, an implementation plan must be developed that specifies the activities that watershed landowners will undertake to reduce point and nonpoint source pollutant loadings. Many of the 44,000 commercial farmers who produce food, fiber, and livestock on approximately 10 million acres in Florida will be required to meet specific water quality load allocations. Water quality targets will be achieved through a combination of regulatory, non-regulatory, and incentive-based measures. To address TMDLs, the Florida legislature passed the 1999 Florida Watershed Restoration Act that gives the Florida Department of Agriculture and Consumer Services (FDACS) the authority to develop interim measures, BMPs, cost-share incentives, and other technical assistance programs to assist agriculture in reducing pollutant loads in target watersheds. This law defines a process for the development of TMDLs for impaired waters as required by section 303(d) of the Federal Clean Water Act. It directs the FDACS to identify and adopt by rule BMPs for agricultural nonpoint sources. The Florida Department of Environmental Protection (FDEP) must also verify that these BMPs are effective at reducing pollutant loading to these waters. By law, agricultural producers who voluntarily implement these BMPs, which have been verified effective and adopted by rule, will receive a "presumption of compliance" with state water quality standards. They will also be eligible for cost-share money to implement selected BMPs once eligible practices are identified.

By definition, BMPs are a practice or combination of practices determined by the coordinating agencies, based on research, field-testing, and expert review, to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality in agricultural and urban discharges. BMPs are typically implemented as a "BMP treatment train" that includes a combination of nonstructural and structural practices which have been determined to be effective for reducing or preventing pollution. BMPs must be: technically feasible, economically viable, socially acceptable, and based on sound science. This manual is a living document. Over time, BMPs will be modified and adjusted as additional research is conducted and/or as economic conditions change.

VEGETABLE PRODUCTION BEST MANAGEMENT PRACTICES CHECKLIST

I. INTRODUCTION

The following checklist is designed to assist vegetable growers statewide in identifying the most appropriate Best Management Practices (BMPs) for their specific site and growing conditions. This checklist is to be employed after going through the BMP Decision Tree flowchart process on the preceding pages and is only used by vegetable producers who double crop and/or are using fertilizer rates in excess of the IFAS recommended rates. The results of this assessment should be kept on file and reviewed annually to document implementation of BMPs, and to determine whether further practices may be necessary. Providing the voluntary information requested below will help the farm manager select BMPs that are appropriate for their specific farm operation.

Grower Information: Please fill in all applicable lines below.

- A.) Property Owner: South Florida Water Management District (60.6%)/Palm Beach County Board of County Commissioners (39.4%)
- B.) Farm Name: Pero Family Farms, LLC
- C.) County: Palm Beach County
- D.) Tax ID Number: 00-42-43-27-05-065-0010 (516.079 ac) and 00-41-46-13-00-000-1030 (54.6962 ac)
Section: _____
Township: _____
Range: _____
- E.) Farm acres: 570.7731 ac
- F.) Crops grown: Peppers and Cucumbers
- G.) General Soils Characteristic: Sandy Loam
- H.) Describe Bed Preparation: Raised
- I.) Irrigation Method: Drip Seep Overhead Other None
- J.) Pump Capacity Outflow in gallons per minute: 12,500 gpm (permitted for 24,000 gpm)

Note:
A **YES** answer for any survey question indicates that the farm conforms to the referenced BMPs. A **NO** answer indicates that the referenced BMPs might improve the environmental performance of the farm, but implementation of all BMPs will generally not be required. Review BMPs listed for questions that were answered **NO**. Select specific BMPs from those indicated by a **NO** answer that are appropriate for application to the farm. BMPs that are scheduled for implementation should be listed in Section IV.

Use the comment section at the end of this document to explain why certain BMPs from questions that were answered **NO** will not be implemented. The comment section can also be used to elaborate on any items or questions that may be unclear or ambiguous, or to explain particular farm conditions. Comments should be referenced to the specific section and question number of the survey. N/A may be used if the question or section does not apply to a particular farm.

II. NUTRIENT AND IRRIGATION MANAGEMENT

Farm Evaluation Date: 10-30-2013

Irrigation Practices

- 1) Did you have the irrigation water quality analyzed before designing and installing your irrigation system?
- 2) Have both the irrigation system's efficiency and uniformity been determined?
- 3) Has a documented maintenance schedule been established?
- 4) Do you have a modified irrigation schedule that is based on evapotranspiration, rainfall events, fertigation, tensiometers or other devices?
- 5) Do you use a water table observation well or other device(s) as a management tool if using seepage irrigation?

Nutrient Practices:

- 6) Has standard whole-leaf or petiole fresh sap plant tissue testing been initiated?
- 7) Are you using precision agriculture to assist with crop production?
- 8) Do you have a soil survey on record for your farm?
- 9) Is there a confining layer, for example a spodic horizon, on your farm?
- 10) If you use organic or natural fertilizers, do you have samples analyzed for nutrient content?
- 11) Do you regularly test the soil to determine the soil pH and the concentration of available plant nutrients? If your soil has a low ability to adsorb P, use the Phosphorus Index which can be found at <http://www.fl.nrcs.usda.gov/technical/tools.html>
- 12) Do you use the results of the soil testing to determine the amount of fertilizer needed to meet the crop nutrient requirements?
- 13) If fertigating, do you inject small increments frequently?
- 14) For growers who are not using fertigation, do you apply supplemental applications of N and/or K only after rainfall exceeds 3 inches in 3 days or 4 inches in 7 days based on crop stage?

Double Cropping (If applicable)

- 15) Do you sample the soil after the first crop to determine the residual nutrient concentration?
- 16) Do you modify fertilizer use to account for the second crop?

Bare-Ground:

- 17) Are you using split applications of nutrients to reduce losses to leaching?
- 18) Do you use controlled-release fertilizer?

Reservoir Systems:

- 19) Do you have water control structures on your farm?
- 20) Can the present system of canals, ponds, and/or ditches be used to provide water storage capacity?
- 21) Are you using tailwater recovery?
- 22) Do you have a water management district permit for the construction and operation of a surface water management system?

Yes	No	BMP No.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	36
<input checked="" type="checkbox"/>	<input type="checkbox"/>	39
<input checked="" type="checkbox"/>	<input type="checkbox"/>	39
<input checked="" type="checkbox"/>	<input type="checkbox"/>	40
<input checked="" type="checkbox"/>	<input type="checkbox"/>	27
<input checked="" type="checkbox"/>	<input type="checkbox"/>	35
<input checked="" type="checkbox"/>	<input type="checkbox"/>	28
<input checked="" type="checkbox"/>	<input type="checkbox"/>	14
<input type="checkbox"/>	<input checked="" type="checkbox"/>	14
<input type="checkbox"/>	<input checked="" type="checkbox"/>	31
<input checked="" type="checkbox"/>	<input type="checkbox"/>	14, 26
<input checked="" type="checkbox"/>	<input type="checkbox"/>	26, 33
<input checked="" type="checkbox"/>	<input type="checkbox"/>	33, 34
<input type="checkbox"/>	<input checked="" type="checkbox"/>	33
<input checked="" type="checkbox"/>	<input type="checkbox"/>	26, 30
<input checked="" type="checkbox"/>	<input type="checkbox"/>	30, 33
<input checked="" type="checkbox"/>	<input type="checkbox"/>	33
<input type="checkbox"/>	<input checked="" type="checkbox"/>	32
<input checked="" type="checkbox"/>	<input type="checkbox"/>	42
<input checked="" type="checkbox"/>	<input type="checkbox"/>	44
<input type="checkbox"/>	<input checked="" type="checkbox"/>	37, 38
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7, 15, 16, 21, 22, 43, 44, 45

III. CONCLUSION AND RESOLUTION:

Assessment conducted by (print name): Vanessa Bessey

Signature: _____

Farm representative (if different from above): Paul Whalen

Signature: _____

Date: _____

Comments:

Farm uses daily scouting and visual observation by block for irrigation and pest management decisions.

2 crops per season. Soil and tissue tests are used to determine fertilizer application rates based upon PERO proprietary research & database.

Crops are grown under plastic. Approximately 1/2 of the farm is on drip and 1/2 of farm utilizes seepage irrigation. A cover crop of sorghum

is grown.

Wetlands on the farm have a buffer of approximately 25 feet around them and have remained unchanged for ~40 years.

There are small 1-2 foot berms between the planting area and the wetlands.

Fields are layed out according to specific soil characteristics and soil samples and fertilization are according to specific

IV. BMPs TO BE IMPLEMENTED

BMPs selected from those indicated by NO answers that farm management team agrees to implement including the year of anticipated implementation.

V. OTHER BMPs USED BUT NOT CONTAINED IN THE MANUAL

Best Management Practices Effectiveness Summary*								
Best Management Practices	Resource Concerns							Relative Cost
	Surface Water Quality					Ground Water Quality		
	Nutrients	Sediments	Pesticides	BOD	Salinity	Nutrients	Pesticides	
Management Practices								
Irrigation Management	H	H	H	L	H	M	M	M
Nutrient Management	H	–	L	M	--	H	–	L
Pest Management	--	--	H	--	--	--	H	L
Springs Protection	M	M	M	M	--	H	M	L
Vegetative and Tillage Practices								
Conservation Crop Rotation	M	H	M	--	M	M	M	T
Conservation Tillage	M	H	M	L	--	--	--	M
Contour Farming	M	H	M	M	--	--	--	T
Cover Crops	M	M	M	L	--	M	L	M
Field Borders	M	M	M	M	--	--	--	L
Filter Strips	M	H	M	M	--	--	--	L
Grassed Waterways	M	M	M	L	--	--	--	H
Plasticulture Farming	M	1	M	--	--	M	M	H
Riparian Buffers	M	M	M	M	--	--	--	
Structural Practices								
Diversions/Terraces	L	M	L	L	--	--	--	H
Grade Stabilization	L	M	--	L	--	--	--	H
Reservoirs Ponds & Ditches	H	H	M	H	--	H	L	
Sediment Basins	M	H	M	M	--	--	--	M
Temporary Erosion Control	M	H	M	M	--	--	--	L/M
Water Table Control	M	H	M	H	--	--	--	M

H (high), M (medium), L (low), – (little to no effect); T (primary cost is time)
 *Adapted from Ohio State University Extension Fact Sheet AEX-464-91 Land Farming for Clean Water in South Carolina. 1 - Effects may be positive or negative depending on management techniques.

Candidate BMP Checklist

Instructions: Using the Florida Vegetable and Agronomic Crops Best Management Practices Checklist, check "Yes" for all BMP's currently practiced and "No" for BMPs not currently implemented. For those BMPs that will be implemented in future years, enter the year you plan to initiate the BMP in the "year" column. Enter N/A in the "year" column if the practice is not applicable to your operation or if it conflicts with other BMPs that have been implemented.

PESTICIDE MANAGEMENT

Yes	No	Year	BMP
X			1. Integrated Pest Management
X			2. Pesticide Mixing and Loading Activities
X			3. Spill Management
X			4. Pesticide Application Equipment Washwater and Container Management
X			5. Pesticide Equipment Calibration

CONSERVATION PRACTICES AND BUFFERS

Yes	No	Year	BMP
	NA		6. Well Head Protection
X	See note above		7. Wetlands Protection
X			8. Grassed Waterways
X			9. Filter Strips
X			10. Field Borders
	NA		11. Riparian Buffers
	NA		12. Contour Farming
X			13. Land Leveling
X			14. Soil Survey

EROSION CONTROL AND SEDIMENT MANAGEMENT

Yes	No	Year	BMP
	X		15. Sediments Basins
X			16. Access Roads
X			17. Critical Area Plantings
	X		18. Diversions/Terraces
X			19. Temporary Erosion Control Measures
X			20. Raised bed Preparation
X			21. Grade Stabilization Structures
X			22. Ditch Construction and Maintenance
X			23. Conservation Tillage
X			24. Cover Crops
X			25. Conservation Crop Rotation

NUTRIENT AND IRRIGATION MANAGEMENT

YES	NO	YEAR	BMP
X			26. Soil Testing/Soil pH
	X		27. Water Table Observation Wells
X			28. Precision Agriculture
X			29. Crop Establishment
X			30. Double Cropping in Plasticulture Systems
	NA		31. Proper Use of Organic Fertilizer Materials
	NA		32. Controlled-Release Fertilizers
X			33. Optimum Fertilization Management/Application
X			34. Chemigation/Fertigation
X			35. Tissue Testing
X			36. Water Supply
	NA		37. Tailwater Recovery
	NA		38. Tailwater Reuse and Waterborne Plant Pathogens
X			39. Irrigation System Maintenance and Evaluation
X			40. Irrigation Scheduling
X			41. Frost and Freeze Protection
X			42. Water Control Structures

WATER RESOURCES MANAGEMENT

Yes	No	Year	BMP
X			43. Flood Protection
X			44. Ponds/Reservoirs and Ditches
	NA		45. Farm Ponds
X			46. Fields and Beds
X			47. Plasticulture Farming
	NA		48. Springs Protection

SEASONAL OR TEMPORARY FARMING OPERATIONS

Yes	No	Year	BMP
	NA		49. Seasonal or Temporary Farming Criteria

Notice of Intent #13731

Program: Vegetable & Agronomic Crops

Producer Name: Angela Pero
Operation Name: McMurrian Farm
Operation Description: n/a
NOI Acres: 570.7731
Entry Date: 4/14/2014
Signature Date: 3/10/2014
NOI Status: Active - Notice of Intent Received

NOI Contact Information

Name: Angela Pero
Address: 14095 State Road 7
City: Delray Beach, FL
Zip Code: 33446
Phone: 561-498-5771
Fax: n/a
Email: n/a

Site: McMurrian Farm

Description: n/a
Acreage: 570.773100
County: Palm Beach
Tax Parcel IDs: 00424327050650010
 SOUTH FLORIDA WATER MGMT DIST
 PO BOX 24680
 00414613000001030
 SOUTH FLA WATER MGMT DIST
 PO BOX 24680

Usage:

Row Crops

Pesticide Management

- FVAC-1. Integrated pest management (BASELINE) (3/10/2014)
- FVAC-2. Pesticide Mixing and Loading Activities (3/10/2014)
- FVAC-3. Spill Management (3/10/2014)
- FVAC-4. Pesticide Application Equipment Wastewater and Container Management (3/10/2014)
- FVAC-5. Pesticide Equipment Calibration (3/10/2014)

Conservation Practices and Buffers

- FVAC-6. Well Head Protection (BASELINE) (1/1/9999)
- FVAC-7. Wetlands Protection (BASELINE) (3/10/2014)

- FVAC-8. Grassed Waterways (BASELINE) (1/1/9999)
 - FVAC-9. Filter Strips (BASELINE) (1/1/9999)
 - FVAC-10. Field Borders (3/10/2014)
 - FVAC-11. Riparian Buffers (BASELINE) (1/1/9999)
 - FVAC-12. Contour Farming (1/1/9999)
 - FVAC-13. Land Leveling (3/10/2014)
 - FVAC-14. Soil Survey (3/10/2014)
- Erosion Control and Sediment Management*
- FVAC-15. Sediments Basins (1/1/9999)
 - FVAC-16. Access Roads (BASELINE) (3/10/2014)
 - FVAC-17. Critical Area Plantings (1/1/9999)
 - FVAC-18. Diversions/Terraces (1/1/9999)
 - FVAC-19. Temporary Erosion Control Measure (BASELINE) (1/1/9999)
 - FVAC-20. Raised Bed Preparation (3/10/2014)
 - FVAC-21. Grade Stabilization Structures (1/1/9999)
 - FVAC-22. Ditch Construction and Maintenance (BASELINE) (3/10/2014)
 - FVAC-23. Conservation Tillage (1/1/9999)
 - FVAC-24. Cover Crops (3/10/2014)
 - FVAC-25. Conservation Crop Rotation (3/10/2014)
- Nutrient and Irrigation Management*
- FVAC-26. Soil Testing/Soil pH (3/10/2014)
 - FVAC-27. Water Table Observation Wells (1/1/9999)
 - FVAC-28. Precision Agriculture (1/1/9999)
 - FVAC-29. Crop Establishment (3/10/2014)
 - FVAC-30. Double Cropping in Plasticulture Systems (3/10/2014)
 - FVAC-31. Proper Use of Organic Fertilizer Materials (1/1/9999)
 - FVAC-32. Controlled-Release Fertilizers (1/1/9999)
 - FVAC-33. Optimum Fertilization Management/Application (BASELINE) (3/10/2014)
 - FVAC-34. Chemigation/Fertigation (3/10/2014)
 - FVAC-35. Tissue Testing (3/10/2014)
 - FVAC-36. Water Supply (1/1/9999)
 - FVAC-37. Tailwater Recovery (1/1/9999)
 - FVAC-38. Tailwater Reuse and Waterborne Plant Pathogens (1/1/9999)
 - FVAC-39. Irrigation System Maintenance and Evaluation (BASELINE) (3/10/2014)
 - FVAC-40. Irrigation Scheduling (BASELINE) (3/10/2014)
 - FVAC-41. Frost and Freeze Protection (3/10/2014)
 - FVAC-42. Water Control Structures (3/10/2014)
- Water Resources Management*
- FVAC-43. Flood Protection (BASELINE) (3/10/2014)
 - FVAC-44. Ponds/Reservoirs and Ditches (3/10/2014)
 - FVAC-45. Farm Ponds (BASELINE) (1/1/9999)
 - FVAC-46. Fields and Beds (3/10/2014)
 - FVAC-47. Plasticulture Farming (3/10/2014)
 - FVAC-48. Springs Protection (1/1/9999)
- Seasonal or Temporary Farming Operations*
- FVAC-49. Seasonal or Temporary Farming Criteria (1/1/9999)
- SFWMD BMPs*
- EAA BMPs (1/1/9999)
 - C139 and Western Basins Area BMPs (1/1/9999)

Experience & Qualifications as a Commercial Farmer

Pero Family Farms (“Pero”) is a leading innovator in the produce industry, bringing fresh products to store shelves across the nation. Pero’s farming operations began in 1908 on a modest farm in a small town known as Brant, New York, and have been expanded throughout the years by various generations of the Pero family into the fully integrated farming operation the company is today. Today, Pero, still a family owned and operated business, has departments specializing in organic farming, logistics, global supply chain management, national sales operations, food processing operations and strategic marketing functions. With over 35,000 acres of farmland spanning across the east coast of the United States from Florida to New York, and numerous distribution and production facilities in several different states, Pero has become one of the largest organic vegetable growers in the country and it’s produce can be found in many national grocers throughout the country, which is largely due to its family tradition of growing premium quality vegetables with a deep understanding and implementation of impeccable food safety standards and sustainable farming practices. In 2015, Pero was honored with the 2015 Grower Achievement Award, which is given based on the input of industry participants.

In addition, Pero has been leasing and responsibly farming the land which is the subject of this response to the County’s RFP for roughly 40 years and would greatly appreciate the opportunity to continue its stewardship of this land.

STAFFING

1. Angela Pero is a Manager and the President of Pero Family Farms, LLC, and responsible for overseeing the day-to-day farming operations of the company.
2. Peter F. Pero, IV is a Manager and the Chief Executive Office of Pero Family Farms, LLC, and responsible for overseeing the company’s performance and strategic direction.
3. Frank Pero is a Manager and Vice President of Pero Family Farms, LLC, and responsible for overseeing the day-to-day farming operations of the company.
4. Charles Pero is a Manager and Vice President of Pero Family Farms, LLC, and responsible for overseeing the day-to-day farming operations of the company.

REFERENCES

1. Monte Package Company; 3752 Riverside Road, P.O. Box 128, Riverside, Michigan 49084; Telephone (269) 849-1722. Pero has been working with Monte Package Company since 1983 with respect to Pero’s vegetable packaging needs.
2. Howard Fertilizer; P.O. Box 628202, Orlando, Florida 32862; Telephone (800) 899-3141. Pero has been working with Howard Fertilizer since 1983 with respect to Pero’s crop fertilization needs.

3. Nutrien Ag Solutions, Inc.; 2304 Cypress Lane, Belle Glade, Florida 33430; Telephone (561) 996-8666. Pero has been working with Nutrien Ag Solutions, Inc., since 2000 with respect to Pero's spraying needs.
4. Truist Bank; 250 S. Australian Avenue, #700, West Palm Beach, Florida 33401; Telephone (561) 653-5560. Contact Person: W. Dale Kahle, Senior Vice President Commercial Banking. Pero has been working with Truist Bank for over 14 years with respect to Pero's banking and financing needs.

Financial Ability



250 S Australian Ave Suite 700
West Palm Beach, FL 33401

December 14, 2023

Agricultural Reserve Land
Property and Real Estate Management
2633 Vista Parkway
West Palm Beach, FL 33411-5605

RE: RFP No. 2024-101-DML

To Whom It May Concern:

This letter will serve as confirmation that Pero Family Farms Food Company and its related entities, maintain a long standing, 14-year plus, multifaceted banking relationship with Truist Bank, and are considered a much-valued client relationship in good standing.

Pero Family Farms Food Company and its related entities, currently maintain deposit balances in the moderate 8-figure range, and loan balances in the medium 8-figure range.

Truist Bank has the following Moody's and Standard & Poor's ratings:

- Moody's = A2
- Standard & Poor's = A / A-1

If further information is needed, please contact this office at (561) 653-5560.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Dale Kahle", with a horizontal line extending to the right.

W. Dale Kahle, Senior Vice President
Truist Bank
250 S. Australian Avenue # 700
West Palm Beach, FL 33401
(561) 653-5560
Dale.Kahle@truist.com

Certification of Business Location

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) respondents having a permanent place of business in Palm Beach County ("County") or (2) respondents having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, respondents must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the respondent to provide the goods/services being solicited by the County, and will be used to verify that the respondent had a permanent place of business prior to the issuance of the solicitation. The respondent must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the respondent to not receive a local preference.

In instances where the respondent is exempt by law from the requirement of obtaining a Business Tax Receipt, the respondent must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the respondent had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said respondents for additional information related to this requirement after the bid/quote due date.

I. Respondent is a:

Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

 X Headquarters located in Palm Beach County
_____ Permanent office or other site located in Palm
_____ Beach County from which a vendor will
 produce a substantial portion of the goods or
 services.

_____ Glades Business: A Glades business has a
 permanent place of business in the Glades.

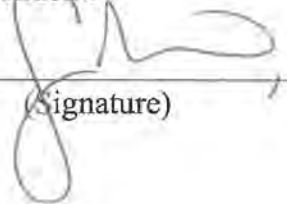
(Please indicate):

Headquarters located in the Glades
Permanent office or other site located
in the Glades from which a vendor
will produce a substantial portion of
the goods or services.

- II. The attached copy of respondent's Palm Beach County Business Tax Receipt verifies respondent's permanent place of business in Palm Beach County.

NOTE: Respondent is exempt from the Business Tax Receipt requirement pursuant to Section 205.064(1), Florida Statutes. As such, no Palm Beach County Business Tax Receipt is attached to this proposal. In lieu thereof, please find a copy of Respondent's 2023 Florida Limited Liability Company Annual Report which was filed on January 31, 2023 with the Secretary of State for the State of Florida evidencing that Respondent's principal place of business was located in Palm Beach County at 14095 State Road 7, Delray Beach, Florida 33446 prior to the date of the request for proposal to which this proposal is submitted in response.

THIS CERTIFICATION is submitted by Angela Pero, as Manager, of Pero Family Farms, LLC, a Florida limited liability company, who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Respondent on this Certification is considered an unethical business practice and is grounds for sanctions against future County business with the Respondent.



(Signature)

1-3-2024

(Date)

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L06000092694

Entity Name: PERO FAMILY FARMS, LLC

Current Principal Place of Business:

14095 STATE ROAD 7
DELRAY BEACH, FL 33446

Current Mailing Address:

14095 STATE ROAD 7
DELRAY BEACH, FL 33446

FEI Number: APPLIED FOR

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PERO, ANGELA
14095 STATE ROAD 7
DELRAY BEACH, FL 33446 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name PERO, PETER IV
Address 14095 STATE ROAD 7
City-State-Zip: DELRAY BEACH FL 33446

Title MGR
Name PERO, FRANK
Address 14095 STATE ROAD 7
City-State-Zip: DELRAY BEACH FL 33446

Title MGR
Name PERO, CHARLES
Address 14095 STATE ROAD 7
City-State-Zip: DELRAY BEACH FL 33446

Title MGR
Name PERO, ANGELA
Address 14095 STATE ROAD 7
City-State-Zip: DELRAY BEACH FL 33446

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ANGELA PERO

MANAGER

01/31/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date

Conflict of Interest Disclosure Form
(Must be completed by Respondent and any sub-contractors and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

RESPONDENT/ SUB-CONTRACTOR represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

None.

(Attach additional sheets as needed.)

RESPONDENT /SUB-CONTRACTOR further represents that no person having any interest shall be employed for said performance. By signing below, RESPONDENT / SUB-CONTRACTOR certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence RESPONDENT / SUB-CONTRACTOR'S judgment or quality of services being provided to the County.

RESPONDENT / SUB-CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence RESPONDENT / SUB-CONTRACTOR'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that RESPONDENT / SUB- CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the RESPONDENT / SUB-CONTRACTOR.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of RESPONDENT / SUB-CONTRACTOR would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the RESPONDENT / SUB-CONTRACTOR shall not enter into said association, interest or circumstance.

This DISCLOSURE is submitted by Angela Pero, as Manager of Pero Family Farms, LLC, a Florida limited liability company, who hereby certifies that any misrepresentation by the RESPONDENT / SUB-CONTRACTOR on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the RESPONDENT / SUB-CONTRACTOR.

Signature

Date

