



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 11/12/2024
or Procurement Director Award:

* = Mandatory, information must be provided

***Contractor/Vendor Name/Grantor (DBA):**

Deathtrap Holding Company LLC

***Project Title/Description:**

Contract Amendment

***Purpose:**

The purpose of the 2nd amendment is to extend the Clyne Ranch Management Agreement with the present Death Trap Holding Company LLC ("Contractor") for an additional five (5) year term. Contractor will continue to perform livestock ranching activities and County is committed to property management as a sustainable ranching operation which fosters abundant and diverse native flora and fauna, clean air, clean water, and stable soils. RPS File: LCP-0084

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

County and Contractor share the goal of preserving the biological resources on the property and permitting land uses that are compatible with the conservation of significant ecological values.

***Public Benefit:**

This contract amendment benefits the County by relieving it of the financial costs and burdens of physically managing and operating the property using County employees.

***Metrics Available to Measure Performance:**

An annual resource condition assessment meeting is required whereby County and Contractor will meet to evaluate the property's resource conditions to determine whether the management plan is appropriate for existing conditions or needs to be modified.

***Retroactive:**

Yes, the effective date is August 4, 2024. A delay was incurred receiving proper documentation from the vendor in order to establish Deathtrap Holding Company, LLC as a Supplier in Workday to process contract.

TO: COB, 10-30-24 (1)
VER: 0
PGS: 6

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
Expense Amount \$ _____ * Revenue Amount: \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: SC Department Code: RPS Contract Number (i.e., 15-123): SC2400002344
Amendment No.: 2 AMS Version No.: 0
Commencement Date: 08/04/2024 New Termination Date: 08/03/2029
Prior Contract No. (Synergen/CMS): CTN-PR-12*545
Expense Revenue Increase Decrease Amount This Amendment: \$ 0.0 0

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Rita Leon

Department: Real Property Services

Telephone: 724-6462

Department Director Signature:

Date: 10/22/2024

Deputy County Administrator Signature:

Date: 10/28/2024

County Administrator Signature:

Date: 28 Oct 2024

PIMA COUNTY DEPARTMENT OF CONSERVATION LANDS AND RESOURCES

PROJECT: RANCH MANAGEMENT AGREEMENT

CONTRACTOR: Death Trap Holding Company LLC

CONTRACT NO.: SC2400002344 (FKA CTN-PR-12*545)

CONTRACT AMENDMENT NO.: 02

Orig. Contract Term: 08/04/2009 - 08/03/2019	Orig. Amount:	\$	0.00
Termination Date Prior Amendment: 08/03/2024	Prior Amendments Amount:	\$	0.00
Termination Date This Amendment: 08/03/2029	This Amendment Amount:	\$	0.00
	Revised Total Amount:	\$	0.00

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

- 1.1. Background. On August 4, 2009, County and Manager entered into the above referenced Ranch Management Agreement (Agreement) to provide Ranch Management services on the county owned portion of **Clyne Ranch**.
- 1.2. Purpose. County has a continued need for ranch management services and desires to extend the agreement for an additional five years.
- 1.3. Effective Date: **August 4, 2024.**

2. Term. In accordance with Section 4 of the Agreement, the term of the agreement is hereby extended to **August 3, 2029.**

3. MODIFICATION OF CONTRACT. County and Manager hereby agree to modify the terms of the Agreement as follows:

- 3.1. **Background and Purpose.** *Since the execution of the original Agreement in 2009, the following conditions have changed, and recitals will be added:*

"WHEREAS, Pima County's Multi-species Conservation Plan (MSCP) was approved in 2016 by the U.S. Fish and Wildlife Service (Service) and the Pima County Board of Supervisors and

WHEREAS, the MSCP is the part of the Sonoran Desert Conservation Plan that addresses compliance with the Endangered Species Act, and Pima County has received a federal Section 10 Permit that streamlines endangered species compliance and

WHEREAS, the objectives of the MSCP include managing mitigation lands to prioritize conservation of Covered Species and their habitats, prevent landscape fragmentation, and support species establishment or recovery and

WHEREAS, Pima County entered into a Master Restrictive Covenant with the Pima

County Regional Flood Control District with beneficiary of the Arizona Land and Water Trust executed in October 2016 and identifies a set of Restrictions that will be applied to County conservation lands and

WHEREAS, A Site-specific Agreement to the Master Restrictive Covenant applied to this Property was executed in August 2017 which incorporates all terms and conditions of the Master Restrictive Covenant, but does not restrict the current Ranch Management Agreements; the purpose is to retain the natural landscape and habitat as mitigation lands that cannot be sold or leased for incompatible new development."

- 3.2. **Management Objectives.** *Add the following to section 5.2: "and the Pima County Rangeland Management Standards and Guidelines 2010" following "commonly acceptable range management principles."*
- 3.3. **Resource Management Plan.** Annual Resource Condition Assessment. *Add the following at the end of section 6.2: "From these discussions of resource conditions at an annual meeting, the County and Manager shall create an Annual Ranch Plan no later than March 31st of each year to include: Manager's grazing plan, livestock numbers and class, and approximate dates cattle may be present on the Property throughout the Calendar year; Manager and County's proposed range improvement maintenance projects (e.g. dirt stock tank maintenance); proposed Range Monitoring dates discussed during the Annual Meeting/Resource Condition Assessment; range and vegetation monitoring results and rain gauge data from the previous season/year, current precipitation levels and current drought condition outlook, wildfire response measures and important contact information."*
- 3.4. **Insurance.** *These are the updated insurance coverage requirements from Pima County Risk Management:*
 - 3.4.1. Insurance Coverages and Limits: Manager will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Manager shall maintain the following insurance during the term of this Agreement:
 - 3.4.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
 - 3.4.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
 - 3.4.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
 - 3.4.2. Additional Coverage Requirements:

3.4.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Manager must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

3.4.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, related taxing districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Manager.

3.4.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, related taxing districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Manager.

3.4.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.

3.4.2.5. The Required Insurance policies may not obligate County to pay any portion of Manager's deductible or Self Insurance Retention (SIR).

3.4.3. Notice of Cancellation: Manager must notify County, within two (2) business days of Manager's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.

3.4.4. Verification of Coverage:

3.4.4.1. Manager must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.

3.4.4.2. County may at any time require Manager to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

3.4.4.3. Manager must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 business days before work under this Contract commences. Manager must provide County a renewal certificate not less than 15 business days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.

3.4.4.4. All insurance certificates must be sent directly to Pima County Risk Management Department.

3.4.5. Approval and Modifications: The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance

certificate or endorsement, nor the County's receipt of any other information from the Manager, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

3.4.6. Injury Reports. Manager shall provide to County a report listing any incident involving injury to persons or damage to property occurring at the Property within two (2) business days of any such incident. If any such injury to persons requires emergency medical treatment, Party shall contact County within one (1) business day of such incident. County shall have the right to investigate any incident involving injury to persons or property occurring at the Property and Party shall provide County with all information available to Party about such incident.

3.4.7. Insurance Certificates. Manager shall provide County with current certificates of insurance which shall show County as an additional insured where required. All certificates of insurance must provide for guaranteed thirty (30) calendar days written notice of cancellation, non-renewal or material change.

4. **Repair and Maintenance of Improvements.**

4.1. Repairs and Improvements. *Section 9.1 is struck in its entirety and replaced with the following:* Manager shall keep all improvements on the Property used by Manager (other than roads) in functional condition, suitable for the purpose(s) for which they have been installed, including corrals, fencing, water storage tanks, water lines, wells, pumps, and pressure systems. Manager shall keep all roads on the Property in the condition in which they exist as of the date hereof, unless Manager elects to maintain and improve the roads under Section 9.2 below. Manager alone shall bear the cost for any and all repair and maintenance work related to improvements and facilities needed for Manager's ranching operation on the Property. County is not obligated to make any improvements or repairs to the Property. The County may choose to share costs of installing new infrastructure improvements with the Manager if the project benefits the County and funding is available. Funding from the County is not guaranteed."

4.2. New Structures or Roads. *Retitle section 9.2 to "New Improvements, Structures and Roads." and add:* "Manager must notify County at least 90 calendar days in advance of any proposed infrastructure projects. All new improvements and major repairs on any land jurisdiction on the Property must be approved by the County in advance of installation and may require at least six months advance notice for State or Federal land jurisdiction permitting requirements. Manager shall not construct any new structures on the Property without the prior written approval of the County and any relevant land agencies. Manager will be required to seek cultural resource clearance of the location before engaging in any earth-moving activity. All costs for any such construction shall be borne solely by the Manager."

5. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

6. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
7. **Notice.** *Section 28.7 is updated with the following information:* Any notice required or permitted to be given under this Lease shall be in writing and shall be served by personal delivery, United States mail service, electronic transmission, or by fax, upon the other party. Notice to Landlord shall be addressed and mailed as follows:

MEMBER/MANAGER:

Meade S. Clyne
Death Trap Holding Company LLC
28800 S. Clyne Ranch Rd
Elgin, AZ 85611
Phone: (520) 237 – 5328

COUNTY:

Kris Gade, PhD, Director
Pima County Department of Conservation Lands and Resources
201 N. Stone Ave
Public Works Building, 6th Floor
Tucson, Arizona 85701
Kris.Gade@pima.gov

8. **REMAINING AGREEMENT TERMS UNCHANGED.** Except as modified as provided in this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect.
9. **EFFECTIVE DATE.** This Amendment shall be effective as of the Effective Date.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

MANAGER: Death Trap Holding Company, LLC



Its:

Date: 8/1/24

PIMA COUNTY: a political subdivision of the State of Arizona

Adelita S. Grijalva
Chair, Board of Supervisors

Date: _____

ATTEST:

Melissa Manriquez, Clerk of the Board of Supervisors

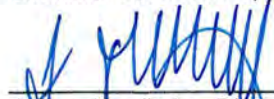
Date _____

APPROVED AS TO CONTENT:



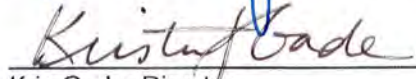
Carmine DeBonis Jr., Deputy County Administrator

10/25/2024
Date



Jeffrey Teplitsky, Director, Real Property Services

9/4/2024
Date



Kris Gade, Director
Department of Conservation Lands and Resources

9/3/2024
Date

APPROVED AS TO FORM:



Rachelle Barr, Deputy County Attorney

07/30/2024
Date