



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: March 2, 2021

* = Mandatory, information must be provided

or Procurement Director Award

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

Thomas R. and Patricia L. Fischer

***Project Title/Description:**

Ranch Management Agreement for J Six Ranch

***Purpose:**

The purpose of the Ranch Management Agreement is to obtain a Ranch Manager partner to provide management services for the Property while operating it as a sustainable ranch, maintaining ranch-related infrastructure investments, and stewarding the property to meet SDCP goals including protection and preservation of natural areas, open space, and working landscapes.

***Procurement Method:**

Procurement Exempt per Arizona Revised Statutes 11-933 and 11-931.

***Program Goals/Predicted Outcomes:**

The Ranch Manager partner may use the property for open pasture cattle grazing and associated ranching and related operations subject to terms and conditions of agreement; shall ensure range related infrastructure is being maintained; and shall manage and operate property in accordance with County's resource management objectives (listed below):

Resource management objectives (in priority order): protect, preserve, and enhance natural plant and wildlife communities of the Property; rehabilitate degraded vegetation and wildlife habitats where possible and economically feasible; manage wildfire hazards to the Property and adjoining private and public lands by managing vegetative fuels; make judicious use of water resources associated with the Property; provide for the safety of Manager's invited and noticed visitors to the Property; report the occurrence of identified adverse resource impacts resulting from undocumented immigrant travel and associated law enforcement activities; and provide open space for responsible public recreational use, including but not limited to hiking, horseback riding and OHV use on designated trails and roads; hunting and camping in designated areas.

***Public Benefit:**

This Management Agreement supports the public's endorsement of SDCP goals of preserving working ranching landscapes and fostering abundant and diverse native flora and fauna, clean air, clean water, and stable soils. Maintenance of working landscapes provides open space for responsible public recreational use, including but not limited to hiking, horseback riding and OHV use on designated trails and roads; hunting and camping in designated areas. It further 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:**

The Pima County Range Management Standards and Guidelines 2010, the associated Ranch Management Plan and on-site monitoring will be used to assess proper utilization levels and progress towards desired conditions. In addition, the Manager shall meet with the County on an annual basis to review the past year's ecological trend monitoring results, agree on the annual grazing plan and livestock numbers, discuss proposed projects by Manager and/or County, update contact information for Manager and County, and discuss any issues.

***Retroactive:**

Yes, Contractor attorney review took longer than anticipated.

To: COB 2-10-2021 v.1 pgs.:23

Contract / Award Information

Document Type: CTN Department Code: PR Contract Number (i.e., 15-123): 21*64
Commencement Date: 2/8/2021 Termination Date: 2/8/2031 Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$* 0.00 Revenue Amount: \$ 100.00

*Funding Source(s) required: General Fund

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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
 Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

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: Karen Simms

Department: Natural Resources, Parks and Recreation Telephone: 724-5216

Department Director Signature/Date: [Signature] 02/02/21

Deputy County Administrator Signature/Date: [Signature] 2/5/2021

County Administrator Signature/Date: [Signature] 2/5/21
(Required for Board Agenda/Addendum Items)

Pima County Department of Natural Resources, Parks and Recreation

Project: Ranch Management Agreement for J SIX RANCH

Contractor: Thomas R. and Patricia L. Fischer

Amount: \$100 (Revenue)

Contract No.: CTN-PR-21*64

Funding: General Fund

RANCH MANAGEMENT AGREEMENT

J SIX RANCH

This Ranch Management Agreement (“Agreement”) is made by and between Pima County, a political subdivision of the State of Arizona (“County”) and **Thomas R. and Patricia L. Fischer**, (“Manager or Contractor”) at the address of 1720 S. Circle Bar Rd., Benson AZ, 85602.

RECITALS

WHEREAS, County owns certain real property in Pima County, Arizona, commonly known as the **J Six Ranch**, and more particularly described in Exhibit A (the Property) attached hereto; and

WHEREAS, County is authorized, pursuant to A.R.S. & 11-933, to enter into agreements for the operation of County public parks, as defined in A.R.S. & 11-931.

WHEREAS, County acquired its interest in the Property in a transaction prior to the establishment of this Agreement; and

WHEREAS, County and Manager acknowledge that most of the Property currently remains in a relatively undisturbed, natural state, has ecological, open space, cultural and historic values, and provides natural habitat for native plants and wildlife (collectively the “Resource Values”); and

WHEREAS, the Property has historically been operated primarily as a livestock ranching operation 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, providing for potential economic return; and

WHEREAS, County and Manager 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; and

WHEREAS, County and Manager are further interested in preserving the working ranching landscape in the County; and

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WHEREAS, County has acknowledged its commitment to protecting and preserving natural areas, open space and working landscapes through the adoption of the Sonoran Desert Conservation Plan; and

WHEREAS, the voters of Pima County have endorsed implementation of the Sonoran Desert Conservation Plan by passage, at a special election held on May 18, 2004, of certain bond measures permitting the issuance of general obligation bonds to fund the acquisition of working landscape open space (see Questions 1, 2, and 4 of Pima County Ordinance 2004-18); and

WHEREAS, Manager is familiar with the Property and has experience with existing conditions of the Property; and

WHEREAS, this Management Agreement benefits the County by relieving it of the financial costs and burdens of physically managing and operating the Property using County employees;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and in exchange of the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the law of the State of Arizona, the parties hereto agree as follows:

1. **Description of the Property.** Manager shall provide management services for the Property as identified in Exhibit A, and may be required to pay fees to the County with respect to Manager's use, occupancy and management of the Property.
2. **Term.** This Agreement shall be for a term of **ten (10) years** and shall commence on **February 8th, 2021**. If the commencement date is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date. A new agreement may be requested within the final year of this term and at least 90 days before the expiration of this Agreement. The most current process for agreement transitions will be followed at that time. Any new agreement will be effective only upon execution by the parties of a formal written agreement.
3. **Use of Property.**
 - 3.1. **Cattle Grazing.** Manager may use the Property for open pasture cattle grazing and associated ranching and related operations, including the use and grazing of horses used in such ranching operations, in accordance with the Management Plan, if any. Livestock grazing shall be limited to cattle, and shall not include other livestock such as sheep, horses, llamas or exotic breeds on the property without the express written permission of the County. Manager shall be permitted to pasture horses in specific areas agreed to by the County and for durations and during times of the year that do not result in adverse impacts on the Resource Values. Manager hereby agrees to pay all grazing fees due under this Agreement by set due dates.
 - 3.2. **Associated Activities.** Manager may also use the Property for all activities normally associated with ranching operations, in accordance with the Management Plan, if any.

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Any diversified business or commercial activity in addition to the main livestock and/or farming operation performed on County owned or managed land must be a) communicated to the County prior to the activity and b) authorized with a Special Use Permit, Right of Entry or other authorization relevant to the land jurisdiction on which it may occur.

- 3.3. No warranties or representations. County makes no warranties or representations to Manager as to the suitability of the Property for grazing.
 - 3.4. Use consistent with County's rights. Manager understands and agrees that the Property shall be managed and operated in such a manner as to protect the biological resources of the Property and the possibility exists that such management objectives and natural conditions may limit, restrict, or otherwise impact the location and number of livestock permitted to graze on the Property. Manager further understands and agrees that Manager's use of the Property shall be consistent with the mission of the Sonoran Desert Conservation Plan, the conditions of the 2004 Bond measure and any amendments and the Management Objectives set out herein. Manager further understands and agrees that Manager's use is subject to County's primary rights to operate the Property for the benefit of the public and the public interest.
 - 3.5. No other Uses. Any other uses of the Property are subject to the prior written approval of the County or relevant land jurisdiction.
 - 3.6. Damage and Repairs. Manager shall be responsible for damage to the Property or its Resource Values caused by its intentional, reckless, or negligent conduct, or the intentional, reckless, or negligent conduct of its agents, employees or contractors. Manager shall not be responsible for repairing any damages caused by the negligence of the County or its agents, employees or contractors, unless Manager shares responsibility for that damage, in which event Manager shall be responsible for the proportion of damages that were caused by Manager. In the event of damage caused by third parties, Manager shall be responsible only for repairing damage to the ranching infrastructure on the portion of the Property that Manager is using to conduct its ranching operations.
4. Grazing and Agricultural Leases/Permits. At the present time, there are no Grazing or Agricultural leases included with this Agreement.
 5. Water Rights.
 - 5.1. Permitted Uses of Water. Manager may, at its own cost and expense, utilize water from the Property to the extent permitted by law, and consistent with water rights held by the County and associated with the Property, including, without limitation, water from existing wells, and stock ponds, solely for use on the Property in performance of Manager's operations and obligations under this Agreement. County assumes no responsibility to Manager for any water shortage from the source or sources of water

or from any source whatsoever; nor does County warrant the quality or quantity of water obtained from any source.

- 5.2. Permitted Uses of Water on Leased Land. Manager may, at its own cost and expense, utilize water from the agricultural and grazing leases held by the County to the extent permitted by law and by the administering land agency's water rights. Water may not be diverted from any grazing lease.
- 5.3. Water Limited to Ranching and Farming. Use of water from the Property on the Property by Manager shall be limited to the amount within the water right(s) held by the County or land agency water rights associated with grazing or agricultural leases required to operate its ranching and/or farming operation **consistent with ranch management purposes hereunder** on the Property utilizing conservation standards and methodologies.
- 5.4. Water Testing. County reserves the right to enter the Property at regular intervals to test the quality of the water and, farther, to curtail use of potable water by Manager from wells or springs on the Property in the event the water exceeds contaminant level standards established by the Arizona Department of Environmental Quality.

6. Repair and Maintenance of Ranch Infrastructure.

- 6.1. Repairs and Improvements. Manager shall keep all improvements on the Property used by Manager 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 alone shall bear the cost for 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.

*County-owned wells will be brought into compliance per County specifications by County as funding allows.

- 6.2. Cost sharing. The Manager is responsible for maintaining all ranch infrastructure used for the livestock operation. The Manager is also responsible for funding upgrades to existing infrastructure desired by the Manager. 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.
- 6.3. New Improvements. Manager must notify County 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. Manager shall comply with all applicable federal, state and local building codes and ordinances for any structure constructed on the Property by Manager. All costs for any such construction shall be borne solely by the Manager.

7. Repair and Maintenance of Ranch Roads

- 7.1. Road Maintenance. Manager shall maintain all roads used for the ranching operation in the condition in which they exist as of the date hereof unless Manager elects to maintain and improve the roads. The County may share or bear total costs of road maintenance on roads where public use is abundant if funding is available.
- 7.2. New roads. Manager shall not construct any new roads on the Property without the prior written approval of the County as to site location and design. Manager will work with the County to obtain cultural resource clearance of the location before engaging in any earth moving activity. Manager shall comply with all applicable federal, state and local building codes and ordinances for any structure or road constructed on the Property by Manager. All costs for any such construction shall be borne solely by the Manager. Manager shall be permitted but is not required to maintain existing roads, at Manager's sole expense, including grading, filling, and otherwise maintaining the roads in passable condition. Such permission does not include paving any roads on the Property without the prior written approval of the County. All road improvements must stay within the existing roadbed and existing associated roadbed structures.

8. Cattle, Ranch Equipment and Personal Property.

- 8.1. Equipment. Manager shall provide any and all equipment and personal property, including tools, machinery, and supplies necessary for the ranching activities authorized under this Agreement. Manager shall be responsible for the cost of repairing or replacing all such items as needed. County shall not assume responsibility for any damage or cost or expenses to Manager's ranch equipment or personal property incurred during activities on the Property.
- 8.2. Improvements. All existing improvements on the Property belong to the County except improvements on federal land which are owned by the Federal Government. Any approved new, non-fixed improvements installed by the Manager at their sole cost on County-owned portions of the Property may be eligible for removal or sale to the succeeding Manager upon departure from the Agreement. Removal of non-fixed improvements or reimbursement for fixed improvements on State grazing leases shall be determined by the associated State Grazing Lease, Article 10 and applicable guidance in A.R.S. 37-322.01, 37-322.02 and 37-322.03.

9. Grant Projects.

- 9.1. County agrees to cooperate as a participating agency for any grant applications Manager might seek for the Property that enhance the Property's Resource Values or advances the County's Management Objectives provided:
 - 9.1.1. Manager obtains prior approval of the County Administrator and Board of Supervisors for the grant application.
 - 9.1.2. Manager agrees to be bound by the terms and conditions of the grant agreement if awarded.
 - 9.1.3. Manager shall not be permitted to assert as in-kind matches labor, resources, or other assets of the County without the County's prior written approval for such assertion.
 - 9.1.4. Manager retains all obligations and assumes any liability that may be incurred as a result of an early termination of this Agreement by Manager.
- 9.2. Manager agrees to reasonably cooperate with County, at no cost to Manager, for any grant applications County might make with respect to the Property.
- 9.3. Cost-share Improvement Projects. Improvements installed with grant funding and/or cost-share between County and Manager are not eligible for reimbursement or removal unless Manager provides all matching funds.

10. **Manager's Acceptance of Property.** Manager and County each hereby accepts the buildings, improvements, and any equipment on the Property in their existing condition. No representation, statement, or warranty (express or implied) has been made by or on behalf of County or Manager as to such condition or as to the use that may be made of such property. In no event shall County be liable for any defect in such property or for any limitation on its use.

11. Management Objectives.

- 11.1. General Objectives. Manager shall use the Property subject to the terms and conditions of this Agreement and shall use the Property in accordance with County's resource management objectives (the "Management Objectives") listed below in the order of priority:
 - 11.1.1. Protect, preserve, and enhance natural plant and wildlife communities of the Property
 - 11.1.2. Rehabilitate degraded vegetation and wildlife habitats where possible and economically feasible
 - 11.1.3. Manage wildfire hazards to the Property and adjoining private and public lands by managing vegetative fuels
 - 11.1.4. Make judicious use of water resources associated with the Property

- 11.1.5. Provide for the safety of Manager's invited and noticed visitors to the Property
 - 11.1.6. Report the occurrence of identified adverse resource impacts resulting from undocumented immigrant travel and associated law enforcement activities
 - 11.1.7. Provide open space for responsible public recreational use, including but not limited to hiking, horseback riding and OHV use on designated trails and roads; hunting and camping in designated areas. Some areas will be designated as Administrative Use only.
- 11.2. Range Management Standards and Guidelines. The Pima County Range Management Standards and Guidelines (Standards and Guidelines), associated Ranch Management Plan (if any), and on-site monitoring will be used to assess proper utilization levels and progress towards desired conditions. Desired conditions and acceptable utilization levels are outlined in the Standards and Guidelines. Notwithstanding any other provision of this Agreement, the County shall have the right, in its reasonable discretion, to limit, exclude or rest portions of the Property from livestock grazing for any period of time if one or more of the following occur:
- 11.2.1. Acceptable livestock grazing utilization levels are exceeded;
 - 11.2.2. Ecological trend and/or condition are moving away from desired conditions identified in the Standards and Guidelines and/or in the Management Plan, if any, and adaptive management actions are not improving progress towards desired conditions;
 - 11.2.3. Prolonged drought, wildfire, flooding events;
 - 11.2.4. Prescribed fire, prescribed vegetation management;
 - 11.2.5. Rangeland Health Assessments show non-functioning ecological processes in multiple ecological sites.

County and Manager mutually agree that the provisions of this Agreement shall ensure that natural resource management and protection of Resource Values take precedence over livestock grazing and revenue generation.

12. Annual Reporting and Responsibilities.

- 12.1. Annual Meeting. Manager shall meet with the County on an annual basis to review the past year's ecological trend monitoring results, develop and share the annual grazing plan and proposed livestock numbers, discuss proposed projects by Manager and/or County, update contact information for Manager and County, and discuss any issues.
- 12.2. Annual Rent. Manager agrees to pay a County determined grazing fee of \$2.00 per animal unit month on an annual basis. This rate is subject to change at the discretion of the Director of the Pima County Natural Resources, Parks and Recreation Department. No written amendment will be required for the County to set a new grazing rate.

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- 12.3. Inspections and Reporting. Manager shall regularly inspect buildings and infrastructure. Manager shall also report trespassing on the Property to the County.
- 12.4. Annual Range Monitoring & Resource Assessments. Manager shall participate in annual ecological trend, condition and utilization monitoring with the County and other partnering agency representatives, and any additional resource assessments.

13. **Management Plan.**

- 13.1. Ranch Management Plan. If it exists, the Manager agrees to comply with the terms and conditions of a Ranch or Coordinated Resource Management Plan (the "Management Plan"), a long-term management plan specific to the ranch or ranch complex developed cooperatively between County and Manager with the assistance of state and federal natural resource management agencies. Such a Management Plan shall include, but not be limited to, a livestock management plan, access plan, natural resource and biological resource protection plan, wildfire and flooding response plan, and any other elements necessary to protect the Resource Values and achieve the County's Management Objectives for the Property.

The Management Plan sets short and long-term goals and objectives for multiple resources and land uses on the ranch centered on the livestock operation. The Management Plan includes specifics on how the ranch operation will be managed to meet the goals and objectives, including livestock management strategies, ranch infrastructure projects, habitat improvement projects, and guidance for protection of sensitive resources. These plans are recognized by federal, state, local agencies and departments, Conservation Districts, and the University of Arizona Cooperative Extension as a ranch planning tool through the Arizona Memorandum of Understanding. Coordinated Resource Management Plans provide a mechanism for ranchers, agencies, and other stakeholders to work together, share information, and develop complementary policies and methodologies for the ranch and for range resources.

Upon the execution of this Management Agreement, County and Manager shall meet and review any existing Management Plans. County may, in its reasonable discretion, request changes or alterations in those plans for resource protection purposes. County shall have discretionary authority to approve and adopt the final Management Plan. The current Management Plan shall, by this reference, be incorporated and adopted herein.

If there is no existing Management Plan, Manager shall participate in the development of the Management Plan with the County. The Ranch or Coordinated Resource Management Plan will be based on larger, landscape or watershed level resource planning efforts and will be tailored to the specific Ranch or Ranch complex. The Manager may participate in the landscape level planning activities as a stakeholder in order to accurately tier the larger level plan to the Ranch-specific Management Plan.

13.2. Ranch Management Plan Modifications. Occasionally, it will be necessary to modify and update the Management Plan, if any. Landownership changes, land consolidation, long-term drought, climate change, updated scientific direction in range management, and other environmental, social and economic changes may induce an update or modification. Manager shall be included in any Management Plan updates or modification processes occurring during their term. Updates and modifications should be based on the most current, regionally accepted science and peer-reviewed publications. Manager will be notified in writing if any modifications or updates are needed in advance of any action to modify the Management Plan.

14. Annual Ranch Plan, Range Monitoring & Resource Assessments.

14.1. Annual Ranch Plan. An Annual Ranch Plan will be developed with County and Manager every year at the annual meeting based on resource goals and objectives in the Management Plan, if any, described above. Regardless of the existence of a Management Plan, Annual Ranch Plans shall include a grazing rotation plan and planned authorized stocking rates for the coming year, current trend, condition and utilization results, scheduled monitoring dates for the coming year, current precipitation levels and current drought condition outlook, wildfire response measures and important contact information, and any proposed infrastructure, vegetation and maintenance projects.

14.2. Range Monitoring & Resource Assessments. County and Manager shall meet on the ranch at least once annually to conduct range trend, condition and utilization monitoring and evaluate the Property's resource conditions to determine whether the Annual Ranch Plan and, if existing, the associated Management Plan are appropriate for existing conditions or need to be modified. County will inform and coordinate monitoring dates with the Manager in advance, and Manager will participate in as many dates as possible per this Agreement.

14.3. Annual Ranch Plan Modifications. The Annual Ranch Plan is flexible and may be modified by County or upon request of the Manager should resource conditions change. Examples of modifications include adjusting pasture rotations and dates, numbers and length of time livestock remain in one or more pastures, water availability, short-term drought, and natural disasters. Manager will be notified in writing if any modifications are needed, with ample time to implement the change.

15. Utilities.

15.1. Utility Service. Manager shall contract directly with the appropriate public utility for all water, gas, electricity, portable phones or telephone service, garbage, and sewage, or other utility or service furnished to or used by Manager in its discretion during the term of this Agreement at Manager's sole cost and expense, unless arranged otherwise by County. Manager shall indemnify and hold harmless County from and against any charge for the installation, connection, maintenance, and furnishing of all utilities, meters and services required by Manager. Manager shall provide for the extension of

any utility service or distribution lines (water, gas, electricity, portable or telephone, garbage, sewage, or other) that are required to serve the Property at Manager's sole cost and expense. Manager shall comply with all applicable government mandated water and energy conservation programs in fulfilling its obligations of this Agreement. In the event the installation of utilities shall involve any earth disturbing or view shed impacts, Manager shall first obtain County's approval for such activities. County shall not be liable for any damages resulting from any failure to furnish or delay in furnishing any utility service, whether water, gas, electricity, portable or telephone, garbage, sewage or other.

15.2. Garbage and Waste. Manager shall arrange for the storage and disposal of all garbage and waste materials according to applicable law at its sole cost and expense. Manager shall remove garbage, trash and non-toxic or hazardous waste to a legal dumpsite no less than twice a year. Manager shall be responsible for handling and disposing of garbage and waste in such a manner as to prevent the production of offensive odors and the attraction of rodents and other vermin. Manager shall not use existing dumpsites on the property for permanent waste disposal.

16. Vehicle Travel. Manager's trucks, or other approved vehicles such as utility task vehicles (UTV) or all-terrain vehicles (ATV), shall be used in a manner that is consistent with the Management Plan, if any, and County Park Rules. Only such off-road travel shall be allowed as reasonably necessary to conduct ranch operations. Travel through washes with wheeled, motorized vehicles shall be restricted to essential needs for ranch operations.

17. Prohibited Uses.

17.1. Natural Resources. Except as specifically permitted hereunder, Manager is strictly prohibited from removing any trees, cacti, shrubs, gravel, rock, sand, minerals or cultural artifacts from the Property. Manager shall disturb no wildlife habitat, biologic, cultural, geologic, scenic, historical or archaeological site or resource, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Property. Subject to the intent and limitations of Section 17, Manager shall be permitted to use sand and gravel from the Property at locations on the Property approved by the County, in quantities reasonably necessary to enable Manager to maintain roads and corrals on the Property, provided Manager complies with all applicable laws and regulations.

17.2. Hazardous Wastes. All toxic and hazardous materials resulting from Manager's operations under this Agreement shall be removed to a legal dumpsite off the Property at Manager's sole cost and expense. Manager, at Manager's sole cost and expense, shall remedy any hazardous or potentially hazardous condition occurring on or after the effective date of this Agreement by or under the direction of Manager within 30 calendar days of written or oral notice by County's officers, agents or employees or by any federal, state, or local regulatory agency having jurisdiction (or if more than

30 days are required to complete such remedy, such additional amount of time as may be reasonably necessary, so long as Manager commences the remedy within the initial 30-day period and maintains a reasonable completion schedule). At the discretion of County's officers, agents or employees, Manager shall stop work or any activities related to the hazardous materials that create a hazardous or potentially hazardous condition until Manager cures such hazardous or potentially hazardous condition. As used in this Agreement, the term "Hazardous Material" shall mean any substance or material which has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety and property including all of those materials and substances designated as hazardous or toxic by any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

- 17.3. Noise. Manager shall not install, use, or permit the installation or use upon the Property of any public address equipment, television equipment, radio, loudspeaker, or other equipment or device producing noises that can be heard outside the immediate area of the Ranch headquarters/residence area except as reasonably necessary to conduct ranch operations and maintenance. This shall not be deemed to prohibit the use of equipment that is necessary to fix ranch equipment or improvements on the property, provided that the noise is minimized to the extent reasonably possible.
- 17.4. Water Pollution. Manager shall comply promptly with any regulations, conditions, or instructions affecting the activity authorized if and when issued by federal, state, interstate or local government water pollution control agency having jurisdiction to abate or prevent water pollution. Manager shall not discharge any substances which will contaminate streams or other bodies of water or otherwise become a public nuisance. Such regulations, conditions or instructions in effect or prescribed by the federal, state or local government or contained herein are made a condition of this Agreement. Such prohibition does not pertain to controlling cattle waste in streams, streambeds or watercourses, or bodies of water, unless water quality measures have been taken or installed to prevent cattle from entry into such streams, streambeds, water courses, ponds or water bodies.
- 17.5. No Explosives. Manager's use of explosives on the Property is strictly prohibited.
- 17.6. Hunting. Manager shall not post any of the Property against public entry for hunting without prior written approval of County. Predator control activities, including trapping, on the County-owned portions of the Property is prohibited unless approval is received in writing from the County prior to any actions being taken by Manager. Manager shall not solicit predator control or hunting activities on the Property by themselves or from other individuals or organizations.

18. **Assignment or Sublicense.** Manager shall not assign its rights or obligations under this Agreement or any interest in it to another party. Manager shall not allow another party other than its agents, contractors and employees to occupy or use any part of the property without first obtaining County's written consent.
19. **Right Of Entry.**
- 19.1. **General.** County reserves the right during the term of this Agreement to enter the Property at any reasonable time or times, for the purpose of inspection, consultation with Manager, making repairs or improvements, water quality testing, posting notices and for all other lawful purposes.
 - 19.2. **Resource Management.** County and its designees shall have the right to enter the Property for the purpose of monitoring or conducting research on the Resource Values on the Property. Such entry by County shall not interfere with Manager in carrying out regular grazing operations that Manager has the right to perform under the terms of this Agreement.
 - 19.3. **Prior Notice.** County shall, whenever feasible, provide Manager with two (2) business days' notice of its intent to enter any residences upon the Property. Such notice shall be given to Manager at the numbers and/or address identified below in Section 38.
 - 19.4. **Public Access.** Manager may not post No Trespassing signage on County lands or block access to property or adjacent public lands without prior written permission of the County.
20. **Native Plants and Cultural Resources.** Manager shall comply with the provisions of the Arizona Native Plant Law (A.R.S. § 3-901 et seq. or any successor statutes) and with Arizona laws relating to archaeological discoveries (A.R.S. § 41-841 et seq. or any successor statutes). Manager shall not disturb any cacti or other protected native plants nor disturb any ruins, burial grounds or other archaeological sites.
21. **Undocumented Immigrants and Squatters.** Within a reasonable period of time Manager is encouraged to provide the County with information on undocumented immigrant and associated law enforcement activity on the Property, as well as off-road vehicle travel, trash accumulation, abandoned vehicles, wildcat dumping and the existence of squatters, particularly where Resource Values are being adversely impacted. In no event is Manager responsible for remedying any such impacts, although Manager and the County may consult and agree to mutually acceptable remediation or mitigation methods.
22. **Mining Activity.** Manager shall report to the County any change in activity level, location or other notable conduct by mining claimants on the Property. Manager is not obligated to take any action or contact mining claimants for any reason pursuant to this provision.

23. Taxes.

- 23.1. Obligation for Taxes. Manager shall pay before delinquent all personal property taxes, assessments and fees levied on Manager by reason of its operations on the Property pursuant to this Agreement.
- 23.2. Contest of Tax. If Manager wishes to contest or review by appropriate legal or administrative proceedings any tax or other charge specified under the provisions of this Section in good faith, Manager shall give County written notice of its intent to do so at least ten (10) calendar days before the delinquency of such tax or charge, or within the applicable time period allowed by law. Manager may withhold payment of the tax being contested only if nonpayment is allowed during the pendency of such proceedings without the foreclosure of any tax lien or the imposition of any fine or penalty. The failure to pay any tax or charge within forty-five (45) calendar days of Manager's receipt of written notification of the amount due shall constitute default, and the obligation to pay the same shall survive the end of this Agreement.
- 23.3. Tax Indemnification. Manager agrees to indemnify and hold harmless County, and County's officers, agents and employees from and against any liability, loss, or damage resulting from such contest or proceeding or from any tax or charge required to be paid by Manager, from any other sums imposed thereon, and from any proceedings to enforce the collection of any tax or charge for which Manager may be liable. Manager shall not permit any lien to attach to its interest in the Property or in this Agreement.

24. **Indemnification.** To the fullest extent permitted by law, Manager will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Manager or any of Manager's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Manager to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Manager from and against any and all Claims. Manager is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

25. Insurance.

- 25.1. 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:

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- 25.1.1. 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.
 - 25.1.2. 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.
 - 25.1.3. 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.
- 25.2. Additional Coverage Requirements:
- 25.2.1. 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.
 - 25.2.2. 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.
 - 25.2.3. 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.
 - 25.2.4. 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.
 - 25.2.5. The Required Insurance policies may not obligate County to pay any portion of Manager’s deductible or Self Insurance Retention (SIR).
- 25.3. 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.

25.4. Verification of Coverage:

25.4.1. 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.

25.4.2. 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.

25.4.3. Manager must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Manager must provide County a renewal certificate not less than 15 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.

25.4.4. All insurance certificates must be sent directly to the appropriate County Department.

25.5. 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.

25.6. 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.

25.7. 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) days written notice of cancellation, non-renewal or material change.

26. Default.

- 26.1. Termination for Default. If Manager has failed to cure or show reasonable progress toward curing a violation of the terms of this Agreement within thirty (30) days of written notice of such violation, County has the right to immediately terminate the Agreement, take back possession of the Property (including all buildings and improvements thereon), and pursue all remedies legally available.
- 26.2. Liability for Breach. Termination for default shall not excuse Manager from any liability for damages for breach of contract, but in no event shall Manager be liable for special, consequential or punitive damages.
- 26.3. Entry for Mitigation. In the event County reasonably determines that activities or actions by Manager have adversely impacted the Property, its improvements, or its Resource Values, County shall, in addition to its right to declare Manager in default and terminate this Agreement as provided above, be entitled to enter the Property for the purpose of mitigating damages and recover from Manager the cost of such Manager-caused damage and corrective action.

27. Restoration and Surrender of Premises.

- 27.1. Vacating Property. Upon expiration or earlier termination of this Agreement for any reason, Manager shall vacate the Property and surrender peaceable possession of it to the County. Manager shall promptly remove its personal property, and repair any damage or injury to the Property or to any of its buildings, structures, or improvements and restore the Property to the condition as existed when Manager first took possession of the Property under this Agreement, reasonable wear and tear and casualty damage excepted. Continued possession and use of the Property by the Manager is prohibited and shall be deemed a trespass for which County may seek all appropriate civil and criminal remedies.
- 27.2. Personal Property. If an early termination occurs, for any of the reasons set forth in Section 28 below, Manager shall remove all personal property and livestock from the Property as soon as practicable but in no event later than sixty (60) calendar days after notice of the termination (unless County extends this time period, in writing). If Manager fails to remove all personal property and livestock within the time specified, County may, at its sole discretion, take possession of the personal property and livestock and offer the property and livestock for sale at public auction, or otherwise dispose of the property and livestock according to applicable law.

- 28. Termination.** This Agreement may be terminated early as follows: (1) by either party upon a default of any covenant or term hereof by the other party pursuant to Section 26 above; (2) for conflict of interest as provided in Section 37; (3) for non-appropriation of funds pursuant to Section 29; (4) by Manager for any reason or for no reason upon 30 days-notice and Manager shall thereafter be fully relieved and released of and from all future duties and responsibilities under this Agreement, for no payment or consideration of any kind to or from County or

Manager (this shall not be deemed to relieve Manager of any liability for past acts); and (5) by County upon 60 days-notice for any reason or for no reason.

29. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, County may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Manager, other than to pay any amount due for services rendered prior to termination.

30. **Laws and Regulations.**

30.1. **Compliance with Laws.** At its sole cost and expense and before the start of permitted activities, Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders. Manager shall obtain all permits that may be required by public agencies, including, but not limited to, the United States Army Corps of Engineers, Arizona State Land Department, and Arizona Game and Fish Department, having jurisdiction over the activities of Manager and comply with all conditions and requirements set forth in the permits issued by such agencies. Manager's failure to procure any such permit or comply with any such regulation or law shall be a default under this Agreement that cannot be cured.

30.2. **Licensing.** Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

30.3. **Choice of Law; Venue.** The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

31. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

32. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

33. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
34. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
35. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
36. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
37. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
38. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

Manager:

Thomas R. and Patricia L. Fischer
1720 Circle Bar Rd
Benson, AZ 85602
Home phone: (520) 586-8955
Cell phone (Thomas R.): (520) 221-0614
rnpranches@msn.com

County:

Chris Cawein
Director, Natural Resources, Parks and Recreations Department
3500 W River Road
Tucson, AZ 85741

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Phone: (520) 724-5256
Fax: (520) 724-5078
Chris.Cawein@pima.gov

With a copy to:

Pima County Real Property Services
ATTN: Rita Leon
201 N. Stone Ave, 6th Flr.
Tucson, AZ 85701

Any change in address shall be communicated by written notice to the other party and delivered according to this section.

- 38.1. **Designees.** Manager designates the following individual as the primary contact for all day-to-day management communications with the County:

Thomas (Russ) Fischer, Ranch Manager: (520) 221-0614

County designates the following individual as the primary contact for day-to-day management communications:

Vanessa Prileson, Rangeland Program Manager, (520) 724-5266 desk or (520) 349-4092 cell.

Either party may change its designee from time to time, with notice to the other party.

39. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
40. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
41. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
42. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

43. Public Records.

43.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., documents submitted to the County and resulting in award of this Contract are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

43.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

44. Legal Arizona Workers Act Compliance.

44.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

44.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

44.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

44.4. **Subcontractors.** Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

45. **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.
46. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
47. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, with the exception of any associated Management Plan and separate permits or permissions granted for additional use of the Property, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

The Effective Date of this Agreement is the commencement date in Section 2 above.

PIMA COUNTY

By: Sharon Bronson Date: MAR 02 2021
Sharon Bronson, Chair, Pima County Board of Supervisors

ATTEST:

By: Julie Castañeda
Julie Castañeda, Clerk of the Board

Approved as to Form:

By: Kell Olson
Kell Olson, Deputy County Attorney, Civil Division

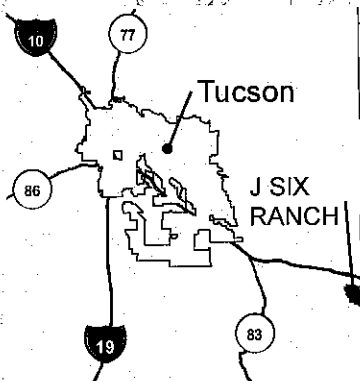
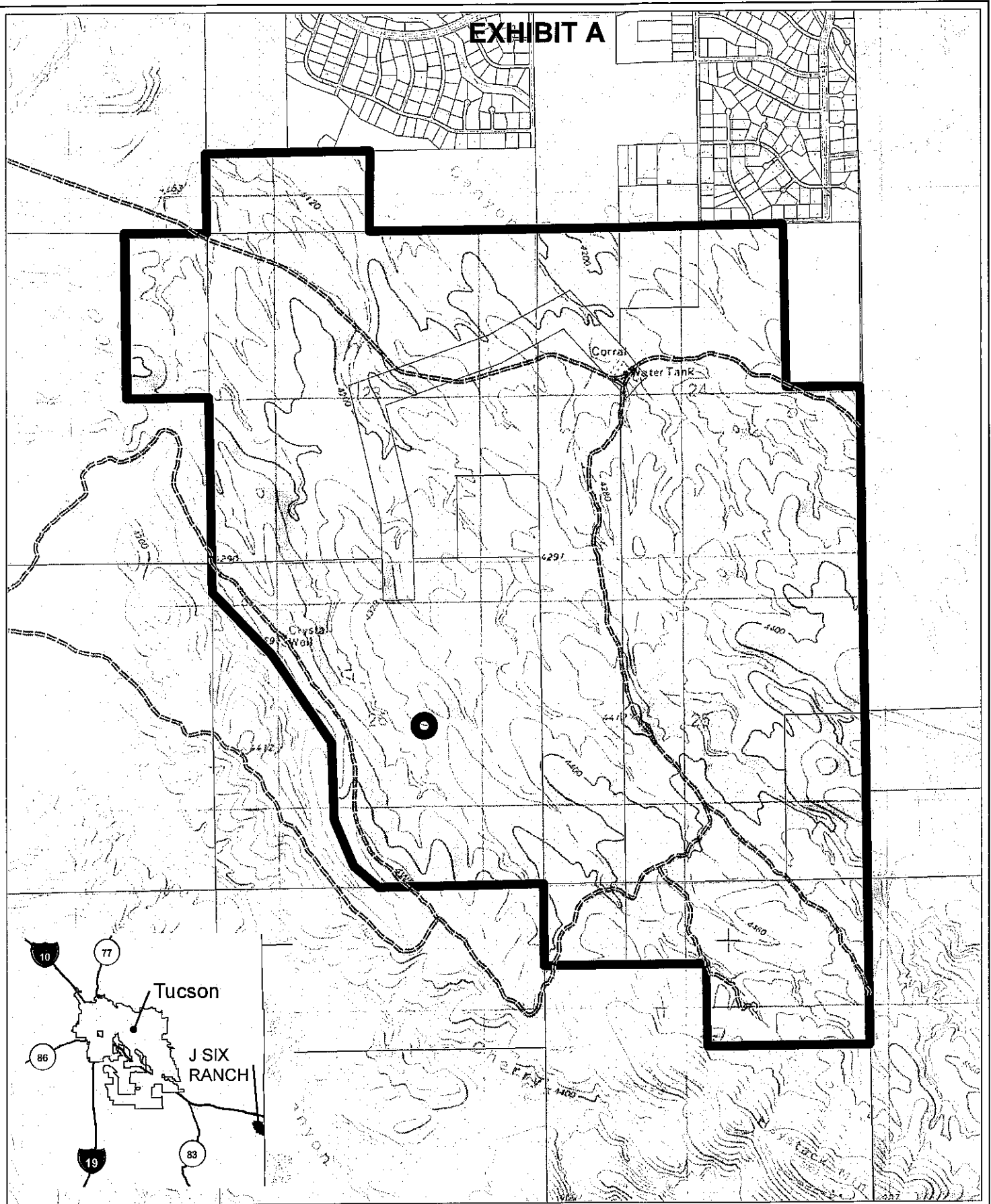
Approved as to Content:

By: Christopher C. Cawein
Christopher C. Cawein, Director, Pima County Natural Resources,
Parks & Recreation Department

MANAGER: Thomas R. and Patricia L. Fischer

By: Thomas R. Fischer Date: 2/1/21
Title: owner

EXHIBIT A



- Ranch Roads
- Major Streets
- Ranch Boundary
- Private Land
- Pima County Land
- State Land
- Federal Land

J Six Ranch

January 20, 2021

1 inch = 2,000 feet

We give no warranty, expressed or implied, as to the accuracy, reliability, or completeness of the data. This disclaimer applies both to the direct use of the data and any derivative products produced with the data. Any type of boundary, feature or location contained within this data, or displayed with this product, are approximate, and should not be used for authoritative or legal location purposes. Users should independently research, investigate, and verify all information and determine if the quality is appropriate for their intended purpose. If legally-defensible boundaries or locations are required, they should first be established by an appropriate state-registered professional. The information contained in this data is dynamic and may change over time. It is the responsibility of the data user to use the data appropriately and consistent with the intended use in the metadata. The U.S. GPO is a public agency that shares geospatial data of which it is the institution and data for errors, inaccuracies or omissions and shall be held harmless from and against all damage, loss or liability arising from any use of geospatial data that is shared.

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