

**CTN-RPS-24\*072 replaces contracts 141624 and 12\*2116**



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 12/05/2023

\* = Mandatory, information must be provided

or Procurement Director Award:

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

LS Cattle Company, L.L.C., an Arizona limited liability company

**\*Project Title/Description:**

Second Amendment to Ranch Management Agreement (File: LCP-0085)

**\*Purpose:**

On December 16, 2008 the Pima County Board of Supervisors approved the Sands Ranch Management Agreement ("Agreement") pursuant to LS Cattle Company, LLC ("Manager") being approved as the full-time Manager of the Sands Ranch (the "Property"). The Agreement was for 15 years, expiring on December 15, 2023. The First Addendum to the Agreement was approved on May 15, 2012, expiring on December 15, 2023. The parties now wish to extend the the term of the Agreement for a period of 5 years, expiring on December 15, 2028, remove the Sub-Licensee as shown in the First Addendum and update the insurance and contact notices. All other terms of the Agreement will remain the same.

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

**\*Program Goals/Predicted Outcomes:**

To ensure that the Property continues to be operated primarily as a ranching operation which fosters the abundance of diverse native flora and fauna, clean air, clean water and stable soils.

**\*Public Benefit:**

To maintain bond-acquired County-owned ranch land and open space in its natural state, and to continue to operate the Property in conformance with its historic usage as working ranch.

**\*Metrics Available to Measure Performance:**

Manager, at no cost to County, will preserve the biological resources and natural areas, open space and working landscapes while utilizing the Property for grazing and ranching operations in a manner consistent with County standards. Manager will pay all grazing fees, subleasing fees and application for grazing lease improvement projects. S

**\*Retroactive:**

NO

TO: COB 11-21-2023 (1)  
Vers: 1  
pgs: 3

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: CTN Department Code: RPS Contract Number (i.e., 15-123): 24\*0072
Amendment No.: 2 AMS Version No.: 1
Commencement Date: 12/16/2023 New Termination Date: 12/15/2028
Prior Contract No. (Synergen/CMS): CMS141624/CT-24\*2116
Expense Revenue Increase Decrease
Amount This Amendment: \$ 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: 11/15/2023

Deputy County Administrator Signature:

Date: 11/17/2023

County Administrator Signature:

Date: 11/17/2023

<b>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</b>  <b>COUNTY: PIMA COUNTY</b>  <b>MANAGER: LS Cattle Company, L.L.C., an Arizona limited liability company</b>  <b>LEASE NO.: CTN-RPS-24*0072 (F.K.A. CMS141624/CT 12*2116)</b> <b>LEASE AMENDMENT NO.: Two (2)</b>	
---	--

**ORIGINAL LEASE TERM: 12/16/2008 TO 12/15/2023**  
**TERMINATION DATE PRIOR AMENDMENT: 12/15/2023**  
**TERMINATION THIS AMENDMENT: 12/15/2028**

**ORIG. LEASE AMOUNT: \$0**  
**PRIOR AMENDMENTS: \$0**  
**AMOUNT THIS AMENDMENT: \$0**  
**TOTAL LEASE AMOUNT: \$0**

**SECOND AMENDMENT TO RANCH MANAGEMENT AGREEMENT**

**1. BACKGROUND AND PURPOSE; EFFECTIVE DATE.**

1.1. Pima County, a political subdivision of the State of Arizona ("County") owns real property described in Exhibit "A", ("the Property")

1.2. LS Cattle Company, LLC, an Arizona limited liability Company ("Manager") currently manages the ("Property") under Ranch Management Agreement ("RMA") CMS141624, dated December 16, 2008, Addendum to RMA dated May 15, 2012, CT12\*2116.

1.3. The parties wish to remove the Sub-Licensee as shown in First Addendum to RMA attached as "Exhibit B". The Manager's cattle will run on the Property and there is no need for a Sub-Licensee. Addendum will terminate on December 15, 2023.

1.4. The parties wish to extend the Term of the Agreement for an additional five-year term, and update insurance coverage of the RMA.

1.5. Effective Date: December 16, 2023.

**2. MODIFICATION OF LEASE.** County and Manager hereby agree to modify the terms of the Lease as follows:

2.1 TERM: The term of the Agreement is hereby extended to December 16, 2028. This is the first of two possible consecutive, five-year extensions of the original Agreement.

2.2 Background and Purpose: Vera Earl Ranch Inc., an Arizona Corporation ("the

Sub-Licensee”) is removed from the RMA.

## 2.3 INSURANCE:

2.3.1 Commercial General Liability (CGI). Occurrence Form with limits of \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

2.3.2 Business Automobile Liability. Bodily injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of the Contract with Combined Single Limit (CSL) of \$1,000,000 each accident.

2.3.3 Workers' Compensation (WC) and Employers Liability. Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers Liability coverage \$1,000,000 each accident and each person -disease.

2.4 NOTICE. 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:**

Marilyn Harris, Manager  
LS Cattle Company, LLC.  
102 E. San Miguel Ave.  
Phoenix, AZ 85012  
Cell Phone: (602) 549-2725  
Office Phone: 602-274-7777  
Email: [marilynwharris@gmail.com](mailto:marilynwharris@gmail.com)

**COUNTY:**

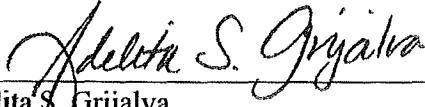
Victor Pereira, Director  
Natural Resources, Parks and Recreation  
3500 W. River Rd.  
Tucson, Arizona 85741  
Phone: 520-724-5000  
Email: [Victor.Pereira2@pima.gov](mailto:Victor.Pereira2@pima.gov)

3. **REMAINING LEASE 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.

4. **EFFECTIVE DATE.** This Amendment shall be effective as of the Effective Date.

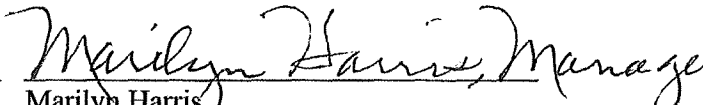
**IN WITNESS WHEREOF,** the parties hereto have executed this Amendment on the day, month and year written below.

**PIMA COUNTY:**  
a political subdivision of the  
State of Arizona

  
\_\_\_\_\_  
Adelita S. Grijalva  
Chair, Board of Supervisors

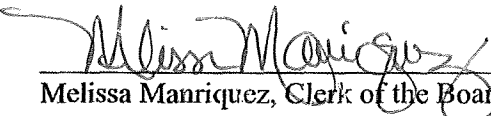
Date DEC 05 2023

**MANAGER:**  
LS Cattle Company, LLC  
an Arizona limited liability company

  
\_\_\_\_\_  
Marilyn Harris  
Its: Manager

Date: 11/07/23

**ATTEST:**

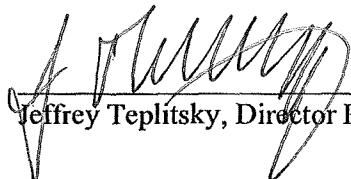
  
\_\_\_\_\_  
Melissa Manriquez, Clerk of the Board of Supervisors

Date DEC 05 2023

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Carmine DeBonis Jr., Deputy County Administrator

11/17/2023

  
\_\_\_\_\_  
Jeffrey Teplitsky, Director Real Property Services

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Rachelle Barr, Deputy County Attorney

Date: 11/03/2023