



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):**

Robson Ranch Quail Creek, LLC

***Project Title/Description:**

Second Amendment to the Agreement for Effluent Reuse

***Purpose:**

Amendment 2. This is the 2nd Amendment to original contract #11-03-R-128617-0201 to deliver effluent produced at the Green Valley Wastewater Treatment Facility to Robson Ranch Quail Creek LLC. Delivery of effluent began November 26, 2003 and was renewed November 26, 2013 for a 10 year term. This Amendment renewal term is for 20 years with option to renew for additional three 20-year terms, as per the original Agreement. The term for this Amendment expires November 25, 2043. The rate charged for the effluent is based on the Central Arizona Project ("CAP") Excess Rate and is updated to the new rate at the beginning of each fiscal year. The estimated annual revenue for effluent delivery is \$516,000 with a potential revenue of \$10,320,000 over the 20-year term.

***Procurement Method:**

Procurement Exempt. The Agreement is a non-procurement and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Monthly delivery of effluent to Robson Ranch Quail Creek from the Green Valley Wastewater Reclamation plant.

***Public Benefit:**

Beneficial reuse of the effluent generated from the wastewater treatment plant.

***Metrics Available to Measure Performance:**

RC's – monthly invoices.

***Retroactive:**

Yes. Agreement was sent to vendor for signature on October 11, 2023. Signed agreement was received back November 14th. Placing on the next available Board agenda on December 5, 2023.

TO: COB, 11-24-2023 (1)
Vers.: 2
pgs.: 3

NOV20 23AM 1006 PD

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: WW Contract Number (i.e., 15-123): 22-19
 Amendment No.: 2 AMS Version No.: 2
 Commencement Date: 12/5/2023 New Termination Date: 11/25/2043
 Prior Contract No. (Synergen/CMS): 11-03-R-128617-0201

☐ Expense ☒ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ 10,320,000

Is there revenue included? ☒ Yes ☐ No If Yes \$ 20,000,000

*Funding Source(s) required: N/A

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: Marla Berry

Department: WW

Telephone: 724-6647

Department Director Signature: [Signature] Date: 11/16/23

Deputy County Administrator Signature: [Signature] Date: 11/17/2023

County Administrator Signature: [Signature] Date: 11/17/2023

Second Amendment
to the
Agreement for Effluent Reuse
Entered into by
Robson Ranch Quail Creek LLC,
and
Pima County

This Second Amendment to Agreement for Effluent Reuse ("Amendment") is made and entered into on this _____ day of _____, 2023, by and between Robson Ranch Quail Creek LLC, an Arizona limited liability company ("Robson") and Pima County, a body politic and corporate of the State of Arizona ("County"), with reference to the First Amendment to Agreement for Effluent Reuse ("Agreement") entered into on February 20, 2001.

Recitals

Whereas, the Agreement has a term of ten years, commencing on the date of first delivery;

Whereas, November 26, 2003 was the date of first delivery of effluent from the Green Valley Wastewater Treatment Facility and the date which triggers each renewal period;

Whereas, the original term was set to end on November 25, 2013;

Whereas, pursuant to Section 16(c) of the Agreement, Robson may renew the Agreement for one additional ten-year term;

Whereas, Robson exercised its renewal of the additional ten-year term on March 13, 2012, and the term of such renewal expires November 25, 2023;

Whereas, pursuant to Section 16(d) of the Agreement, Robson may renew this Agreement for four additional twenty-year terms;

Whereas, Robson desires to renew the Agreement for the first of its four additional twenty-year terms under Section 16(d) of the Agreement; and

Agreement

Now, therefore, Robson and County, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

1. Robson is exercising its right to renew the Agreement for the first of its four twenty-year term;
2. The new term will expire November 25, 2043;
3. Three renewal options, each with twenty-year terms, remain pursuant to Section 16(d) of the Agreement; and
4. Per Section 16(f)(ii) of the Agreement, County will adjust the Effluent Charge effective on the commencement of the term and on July 1 of each subsequent year, to the Central Arizona Project ("CAP") Excess Rate.
5. All other terms and conditions of the Agreement shall remain unchanged.

Remainder of this Page

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In witness whereof, the Parties have executed this Amendment on the year and date first above written.

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Cindy Nguyen
Deputy County Attorney

Cindy Nguyen
Print DCA Name

10/11/23
Date

ROBSON RANCH QUAIL CREEK LLC

[Signature]
Authorized Officer Signature

Mark Robson Pres of Manager
Printed Name and Title

Nov 8, 2023
Date

APPROVED AS TO CONTENT

[Signature]
Jackson Jenkins, Director RWRD

11/16/23
Date