



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Award  Contract  Grant

Requested Board Meeting Date: December 21, 2021

\* = *Mandatory, information must be provided*

or Procurement Director Award

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

Common Ground Farm Collective, LLC

**\*Project Title/Description:**

Farm Management Agreement for Buckelew Farm

**\*Purpose:**

The purpose of the Farm Management Agreement is to obtain Farm Manager partner(s) to provide management services for the Property while operating it as a sustainable farm, maintaining farm-related infrastructure investments, and stewarding the Property to meet SDCP goals including the 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 Farm Manager partner may use the Property for a farming or working agricultural operation, livestock raising and associated farming or related operations subject to terms and conditions of Agreement; shall ensure farm 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 the 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 permitted public recreational use, including but not limited to hiking, bird watching and horseback riding on designated trails and roads.

**\*Public Benefit:**

The Management Agreement supports the public endorsement of the SDCP goals of preserving working agricultural 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 permitted public recreational use, including but not limited to hiking, bird watching and horseback riding on designated trails and roads. 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 do not apply to cultivated areas, however County may limit, exclude, or rest portions of the Property from livestock for any period if soil compaction approaches a level that results in accelerated erosion or soil loss on cultivated fields. The Annual Farm Plan developed at the Annual Meeting with Manager and County staff will be used to monitor progress towards Management Objectives in the Agreement. Manager will report monthly water used on the Property with the appropriate water meter to County to ensure the associated water right allocations are not exceeded.

**\*Retroactive:**

No.

To: COB 12-6-21(1)  
Vers.: 1  
Pgs.: 25

**Contract / Award Information**

Document Type: CTN Department Code: PR Contract Number (i.e.,15-123): 22-62  
Commencement Date: 12/21/2021 Termination Date: 12/20/2031 Prior Contract Number (Synergen/CMS): N/A  
 Expense Amount: \$ \_\_\_\_\_  Revenue Amount: \$ 34,300

\*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: Vanessa Prileson

Department: Natural Resources, Parks and Recreation Telephone: (520) 724-5266

Department Director Signature/Date: [Signature] 12/03/2021

Deputy County Administrator Signature/Date: [Signature] 12/6/2021

County Administrator Signature/Date: [Signature] 12-6-2021  
(Required for Board Agenda/Addendum Items)

**Pima County Department of Natural Resources, Parks and Recreation**

**Project: Farm Management Agreement for BUCKELEW FARM**

**Contractor: COMMON GROUND FARM COLLECTIVE, LLC**

**Amount: \$34,300 (Revenue Contract)**

**Contract No.: CTN-PR-22-62**

**Funding: General Fund**

**FARM MANAGEMENT AGREEMENT**

**BUCKELEW FARM**

This Farm Management Agreement (“Agreement”) is made by and between Pima County, a political subdivision of the State of Arizona (“County”) and **Common Ground Farm Collective, LLC**, (“Manager or Contractor”) at the address of 1528 E. Water St, Tucson, AZ 85719.

**RECITALS**

WHEREAS, County owns certain real property in Pima County, Arizona, commonly known as the **Buckelew Farm**, and more particularly described in Exhibit A attached hereto, (collectively, the “Property”);

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 is agricultural land, that remains in a relatively undisturbed, natural state (other than cultivated farm fields), 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 farming or working agricultural operation and County is committed to property management as a sustainable farming 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 landscapes in the County; and

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 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 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 **December 21, 2021 with a two (2) year probationary period as reflected in Section 26 of this Agreement.** 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.
3. **Use of Property.**
  - 3.1. **Agricultural Use.** Manager may use the Property for crop production and associated agricultural operations in accordance with Sonoran Desert Conservation Plan, Multi-species Conservation Plan and the Sustainable Action Plan for County Operations 2018. All crop production will be conducted with methods that benefit native wildlife plant and animal species and shall be limited to the existing fields developed on the Property, as shown by FSA crop reports.
  - 3.2. **Livestock Raising.** Manager may use the Property for raising any of the following livestock: cattle, goats, sheep, poultry, hogs, and/or rabbits. Manager may construct/place small structures for sheltering or housing small livestock.

- 3.3. Associated Activities. Manager may also use the Property for all activities normally associated with farming and/or livestock operations, in accordance with the Management Plan, if any. Any diversified business or commercial activity in addition to the main farming and/or livestock operation performed on County owned or managed land must be a) communicated to 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.
- 3.4. Temporary housing. Manager may place up to two (2) travel trailers as defined in A.R.S. § 33-2102 on the Property. One of the approved travel trailers may serve as office or storage space. Any travel trailer must be permitted and placed per the Pima County Zoning Code and FEMA Flood Hazard Zone A O2. Additional travel trailers will be considered on a case-by-case basis.
- 3.5. No warranties or representations. County makes no warranties or representations to Manager as to the suitability of the Property for farming and/or raising livestock.
- 3.6. 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.
- 3.7. No other Uses. Any other uses of the Property are subject to the prior written approval of County or relevant land jurisdiction.
- 3.8. 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 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 farming infrastructure on the portion of the Property that Manager is using to conduct its farming operations.

#### 4. **Water Rights.**

- 4.1. **Permitted Uses of Water.** Manager may, at its own cost and expense, utilize water from the East Well on the Property to the extent permitted by law, and consistent with water rights held by County and associated with the Property outlined in Exhibit C, 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.
- 4.2. **Water Use.** Well water on the Property is not potable, and may only be used for irrigation use.
- 4.3. **Water Limited to Farming and raising Livestock.** Use of water from the Property on the Property by Manager shall be limited to the amount within the water right(s) held by County and required to operate its farming operation **consistent with farm management purposes hereunder** on the Property utilizing conservation standards and methodologies.
- 4.4. **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.

#### 5. **Repair and Maintenance of Farm Infrastructure.**

- 5.1. **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, pressure systems, and irrigation ditches as outlined in Exhibit B. Manager alone shall bear the cost for all repair and maintenance work related to improvements and facilities needed for Manager's farming operation on the Property except for capital improvement projects described in Exhibit B. County is not obligated to make any improvements or repairs to the Property.
- 5.2. **Cost sharing.** Manager is responsible for maintaining all farm infrastructure used for the farming and/or livestock operation outlined in Exhibit B. Manager is also responsible for funding upgrades to existing infrastructure desired by Manager. County may choose to share costs of installing new infrastructure improvements with Manager if the project benefits County and funding is available. Funding from County is not guaranteed.
- 5.3. **New Improvements.** Manager must notify County in advance of any proposed infrastructure projects. All new improvements and major repairs on the Property must be approved by County in advance of installation. Manager shall not construct any new structures on the Property without the prior written approval of County. 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 Manager.

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

## 6. Repair and Maintenance of Farm Roads

- 6.1. Road Maintenance. Manager shall maintain all roads used for the farming operation in the condition in which they exist as of the date hereof unless Manager elects to maintain and improve the roads. County may share or bear total costs of road maintenance on roads where public use is abundant if funding is available. 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 County. All road improvements must stay within the existing roadbed and existing associated roadbed structures.

*Note:* The Property entrance road and cattleguard are located on private property and should not be maintained without permission from the private landowner.

- 6.2. New roads. Manager shall not construct any new roads on the Property without the prior written approval of County as to site location and design. Manager will work with 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 Manager.

## 7. Agricultural Equipment and Personal Property

- 7.1. Equipment. Manager shall provide any and all equipment and personal property, including tools, machinery, and supplies necessary for the farming 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 farm equipment or personal property incurred during activities on the Property.

- 7.2. Improvements. All existing improvements on the Property belong to County. Any approved new improvements installed by 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.

- 7.2.1. Fixed improvement (electrical line). The value of the proposed new electrical line to be installed by Manager at their sole cost on an approved County-owned portion of the Property will be eligible for sale to the succeeding Manager upon

departure from the Agreement should the succeeding Manager wish to purchase the improvement.

8. **Grant Projects.**

- 8.1. 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 County's Management Objectives provided:
  - 8.1.1. Manager obtains prior approval of the County Administrator and Board of Supervisors for the grant application.
  - 8.1.2. Manager agrees to be bound by the terms and conditions of the grant agreement if awarded.
  - 8.1.3. Manager shall not be permitted to assert as in-kind matches labor, resources, or other assets of County without County's prior written approval for such assertion.
  - 8.1.4. Manager retains all obligations and assumes any liability that may be incurred as a result of an early termination of this Agreement by Manager.
- 8.2. Manager agrees to reasonably cooperate with County, at no cost to Manager, for any grant applications County might make with respect to the Property.
- 8.3. **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.

9. **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.

10. **Management Objectives.**

- 10.1. **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:
  - 10.1.1. Protect, preserve, and enhance natural plant and wildlife communities of the Property outside of cultivated areas.
  - 10.1.2. Rehabilitate degraded vegetation and wildlife habitats where possible and economically feasible outside of cultivated areas.
  - 10.1.3. Manage wildfire hazards to the Property and adjoining private and public lands by managing vegetative fuels and mitigating weeds on cultivated and non-cultivated areas.



- 10.1.4. Make judicial use of water resources associated with the Property
- 10.1.5. Provide for the safety of Manager's invited and noticed visitors to the Property
- 10.1.6. Report the occurrence of identified adverse resource impacts resulting from undocumented immigrant travel and associated law enforcement activities
- 10.1.7. The cultivated areas of the Property shall be Administrative Use only, and not available for public recreation or hunting unless Manager specifically designates cultivated areas for recreational purposes such as a pumpkin patch or a corn maze. In such instances, off-road travel by the public will not be authorized. Manager shall allow passive, non-motorized recreation activities such as bird watching that do no impact their farming operations.
- 10.2. Range Management Standards and Guidelines. The Pima County Range Management Standards and Guidelines do not apply to cultivated areas. Notwithstanding any other provision of this Agreement, County shall have the right, in its reasonable discretion, to limit, exclude or rest portions of the Property from livestock for any period if soil compaction approaches a level that results in accelerated erosion or soil loss on cultivated fields.
  - 10.2.1. 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 revenue generation from raising crops and livestock.

## **11. Annual Reporting and Responsibilities.**

- 11.1. Annual Meeting. Manager shall meet with County on an annual basis to review the farm operations over the past year, share the annual farming plan, proposed vegetable, grain, forage and/or commodity crops, livestock type(s) and numbers, and discuss proposed projects by Manager and/or County, update contact information for Manager and County, and discuss any issues.
- 11.2. Annual Rent. Manager agrees to pay a County-determined Farm Use Fee calculated based on the percentage of acreage planted and/or used on an annual basis described in Exhibit C. The rate for planting and/or use is \$100 per acre. 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 County to set a new planting and/or use rate.
- 11.3. Inspections and Reporting.
  - 11.3.1. Manager shall report water used on the Property shown by the appropriate water meter on a monthly basis to County.
  - 11.3.2. Manager shall report trespassing on the Property to County.
  - 11.3.3. Manager shall regularly inspect any buildings and infrastructure on the Property.

## 12. Annual Farm Plan

- 12.1. Annual Farm Plan. An Annual Farm Plan will be developed with County and Manager every year at the annual meeting scheduled by the Range Program Manager. Annual Farm Plans shall include the proposed vegetable, grain, forage and/or commodity crop planting, harvesting and cover crop or fallowing plan and planned authorized livestock and numbers for the coming year, current precipitation levels and drought forecasts, wildfire response measures and important contact information, and any proposed infrastructure, vegetation, maintenance and any outside partner coordination projects.
- 12.2. Annual Farm Plan Modifications. The Annual Farm Plan is flexible and may be modified by County or upon request of Manager should resource conditions change. Examples of modifications include adjusting types of vegetables, grains, forage and/or commodity crops planted, pesticide and herbicide types and application timeframes, livestock field rotations and dates, numbers and length of time livestock remain in one or more fields, 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.

## 13. Utilities

- 13.1. 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, with the exception of electrical supply at the East Well outlined in Exhibit C. 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.
- 13.2. 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.

14. **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 farm operations. Travel through washes with wheeled, motorized vehicles shall be restricted to essential needs for farm operations.

15. **Prohibited Uses.**

15.1. **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 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.

15.2. **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.

15.3. **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 farm headquarters/residence area except as reasonably necessary to conduct farm operations and maintenance. This shall not be deemed to prohibit the use of equipment that is necessary to fix farm equipment or improvements on the property, provided that the noise is minimized to the extent reasonably possible.

- 15.4. 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.
- 15.5. No Explosives. Manager's use of explosives on the Property is strictly prohibited.
- 15.6. Hunting and Animal Control Activities. 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 Property is prohibited unless approval is received in writing from 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. It is the responsibility of Manager to fence Property, or portions thereof, to prevent wildlife impacts to cultivated crops. Manager shall not use certain rodent poisons that accumulate in predators that consume the rodents. Other methods of rodent control are allowed.
16. 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 except for Field 3 SAYFRC Reserve, described in Exhibit D.
17. Right Of Entry.
- 17.1. 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.
- 17.2. 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 farming and livestock raising that Manager has the right to perform under the terms of this Agreement.
- 17.3. 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 36.

- 17.4. **Public Access.** Manager may not post No Trespassing signage on County lands or block access to the Property or adjacent public lands without prior written permission of County. The Property will be designated for Administrative Use and appropriate signage will be installed by County.
18. **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.
19. **Undocumented Immigrants and Squatters.** Within a reasonable period of time Manager is encouraged to provide 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 County may consult and agree to mutually acceptable remediation or mitigation methods.
20. **Mining Activity.** Manager shall report to 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.
21. **Taxes.**
- 21.1. **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.
- 21.2. **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.
- 21.3. **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.

22. **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.

23. **Insurance.**

23.1. **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:

23.1.1. **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.

23.1.2. **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.

23.1.3. **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.

23.2. **Additional Coverage Requirements:**

23.2.1. **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.

- 23.2.2. 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 Manager.
- 23.2.3. 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 Manager.
- 23.2.4. 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.
- 23.2.5. The Required Insurance policies may not obligate County to pay any portion of Manager's deductible or Self Insurance Retention (SIR).
- 23.3. 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.
- 23.4. Verification of Coverage:
- 23.4.1. 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.
- 23.4.2. 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.
- 23.4.3. 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.
- 23.4.4. All insurance certificates must be sent directly to the appropriate County Department.
- 23.5. 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 County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, nor County's receipt of any other information from Manager, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

- 23.6. 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.
- 23.7. 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.

#### **24. Default.**

- 24.1. 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.
- 24.2. 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.
- 24.3. 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.

#### **25. Restoration and Surrender of Premises.**

- 25.1. 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 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 Manager



is prohibited and shall be deemed a trespass for which County may seek all appropriate civil and criminal remedies.

- 25.2. **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 personal property and livestock for sale at public auction, or otherwise dispose of the personal property and livestock according to applicable law.
26. **Termination.** This Agreement may be terminated early as follows: (1) by County on **December 21, 2023**, in County's sole discretion; (2) by either party upon a default of any covenant or term hereof by the other party pursuant to Section 26 above; (3) for conflict of interest as provided in Section 37; (4) for non-appropriation of funds pursuant to Section 29; (5) 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 (6) by County upon 60 days-notice for any reason or for no reason.
27. **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.
28. **Laws and Regulations.**
- 28.1. **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.
- 28.2. **Licensing.** Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 28.3. **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.

29. **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.
30. **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.
31. **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.
32. **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).
33. **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.
34. **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.
35. **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.
36. **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:**

Common Ground Farm Collective, LLC  
1528 E. Water St.  
Tucson, AZ 85719  
[commongroundfarmcollective@gmail.com](mailto:commongroundfarmcollective@gmail.com)

**County:**

Chris Cawein  
Director, Natural Resources, Parks and Recreations Department  
3500 W River Road  
Tucson, AZ 85741  
Phone: 520-724-5256  
Fax: 520-724-5078  
[Chris.Cawein@pima.gov](mailto:Chris.Cawein@pima.gov)

*With a copy to:*

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

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

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

**Sarah Brown**, Farm Manager: (832) 577-4775

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.

37. **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.

38. **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.

39. **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.
40. **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.
41. **Public Records.**
- 41.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., documents submitted to 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.
- 41.2. **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.
42. **Legal Arizona Workers Act Compliance.**
- 42.1. **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.
- 42.2. **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.
- 42.3. **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.

- 42.4. **Subcontractors.** Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section, 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."

43. **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.
44. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
45. **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: \_\_\_\_\_ Date: \_\_\_\_\_  
Sharon Bronson, Chair  
Pima County Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
Julie Castañeda, Clerk of the Board

Approved as to Form:

By: Kathryn Ore, November 23, 2021  
Kathryn Ore, Deputy County Attorney, Civil Division

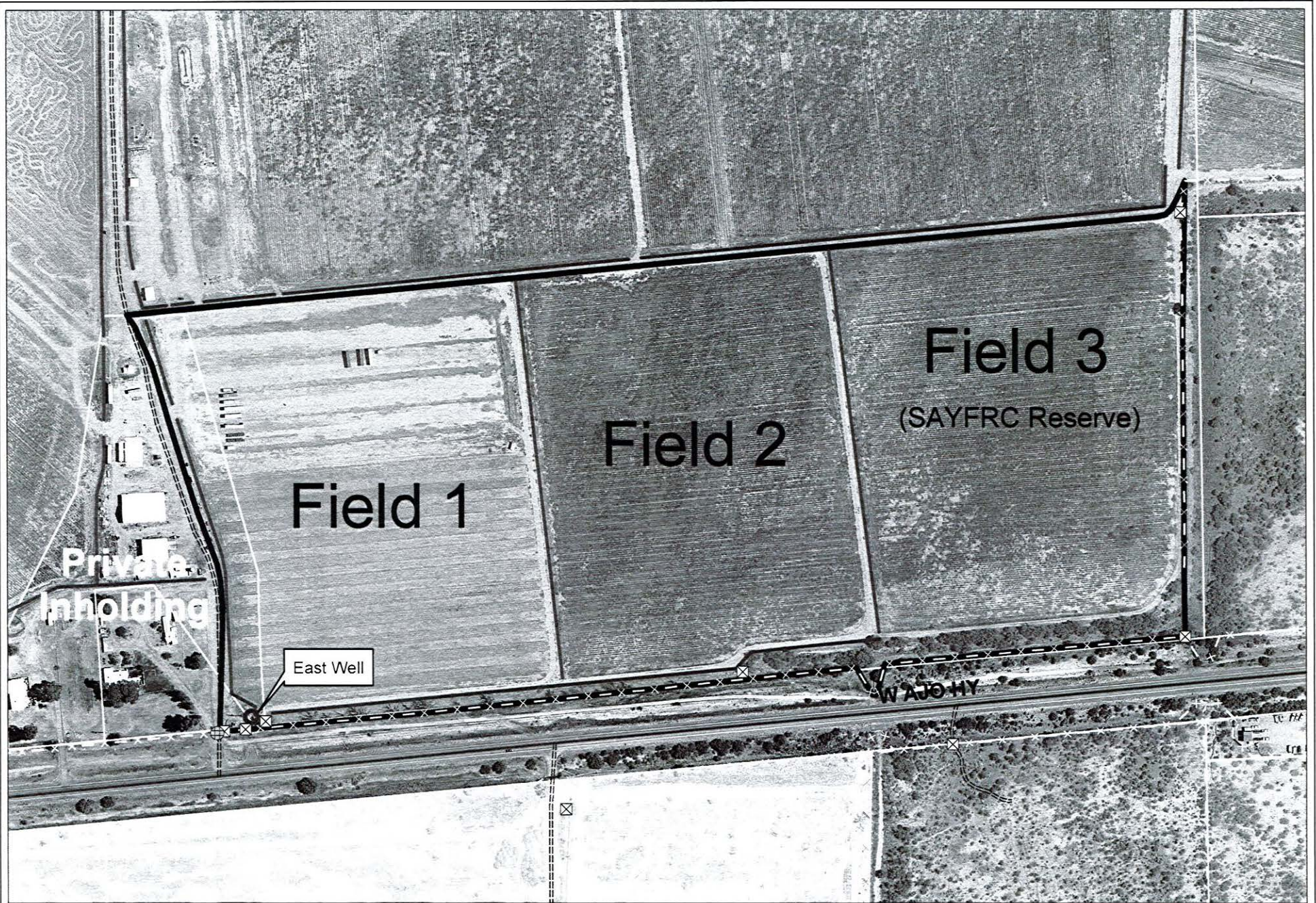
Approved as to Content:

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

**MANAGER (Common Ground Farm Collective, LLC)**

By: Sarah Z... Date: December 3, 2021  
Title: Farm Manager/Owner





# Bucklew Farm CGFC Allotment

- |  |               |  |                    |  |                |  |             |
|--|---------------|--|--------------------|--|----------------|--|-------------|
|  | Cattle Guards |  | Irrigation Ditches |  | CGFC Allotment |  | Pima County |
|  | Gate          |  | Fence              |  | Parcel         |  | State Trust |
|  | Well          |  | Ranch Roads        |  | City of Tucson |  |             |

October 2021

1 inch = 300 feet



We give no warranty, expressed or implied as to the accuracy, reliability or completeness of the data. It is the user's responsibility to verify the accuracy of the data and/or to obtain a professional opinion. The data is provided for informational purposes only and should not be used for any other purpose. The user is responsible for any errors or omissions. The user is responsible for any errors or omissions. The user is responsible for any errors or omissions. The user is responsible for any errors or omissions.



# EXHIBIT B

## Maintenance Responsibilities:

The following describes specific maintenance responsibilities of the Manager:

### **Existing Infrastructure:**

- Wells: Manager is responsible for basic well maintenance such as checking that pumps, electrical panels and meters are functional and clean for the desired purpose. For example, if the electricity fails, it is the Manager's responsibility to notify TRICO electric, and have TRICO dispatch someone to assess the problem. The Manager should notify the County about any outages. For other well issues, Manager should notify County and coordinate repairs. Please see Capital Improvement Projects below.
- Weeds: Control the establishment and spread of weeds, native or otherwise, on the Property with mechanical, chemical, biological, livestock grazing, or by hand. Please notify the County in advance if chemical controls are to be used.
- Irrigation Ditches: Maintain all ditch segments on the Property (Exhibit A) at least annually for the intended purpose of irrigation. This includes cleaning all ditch segments of sediment and weeds.
- Fencing: Maintain the existing 4-strand wire boundary fence in its existing condition in the following segments shown in Exhibit A:
  - From the cattleguard at the farm entrance to the southeast corner of Field 3;
  - From Southeast corner of Field 3 to the existing fence corner near the Northeast corner of Field 3.

*Note:* The County will supply basic fence material (smooth and barbed wire, tee posts, steel corner braces, steel stays and clips) for repairs to the existing fence. Any segments of wire replaced will adhere to the fence specifications provided by the County. The County is aware that the existing fence condition is poor, and may fund the reconstruction of these fence segments in the future if funds are available. If the County funds fence reconstruction, then the manager shall maintain the new fence after its completion so that: the fence is standing, wires are tight, and prevents trespass livestock from entering. Segments of broken wire should be replaced, or at least spliced with new wire.

**Capital Improvement Projects:** Some infrastructure improvements are considered capital improvement projects (CIP), where the lifetime of the improvement is likely to outlast the term(s) of the Agreement. In these cases, the County will bear the entire cost of replacing or repairing the improvement. The following infrastructure improvements are considered CIPs:

- Well electrical panel repairs and replacements;
- Well pump repairs when the pump must be pulled out of the well casing;
- Well pump replacements;
- Brushing and baling of the well;
- Well casing replacements.

# EXHIBIT C

## Fee Structure:

**Annual Farm Use (Rent) Fee** will be calculated based on the percent of the 50 acres planted and/or used\* for farming and ranching activities by the Manager. Example fees are shown below:

No. acres Planted/Used	% of Total acreage	Rate per acre	50 Acres * rate	Total Fee
50	100	\$100	(50 * \$100)	\$5,000
37.5	75	\$100	(37.5 * \$100)	\$3,750
25	50	\$100	(25 * \$100)	\$2,500
12.5	25	\$100	(12.5 * \$100)	\$1,250
7.5	15	\$100	(7.5 * \$100)	\$750
2.5	5	\$100	(2.5 * \$100)	\$250
<i>Etc.</i>	<i>Etc.</i>	<i>Etc.</i>		

\* Acres “planted and/or used” include:

- Cash crops planted
- Forage planted for livestock
- Cover crops grazed by any livestock
- Land used for a headquarters, temporary housing and improvements:
  - Processing facilities, high tunnels/hoop house/greenhouse
  - Livestock sheds and shelters

The following will not count towards “acres planted and/or used”:

- Vegetation buffers and/or permaculture installed to be used as a buffer
- Cover crops not grazed by any livestock
- Fallowed fields grazed by livestock for weed control
- Tarping or similarly preparing fields for the next season

**Use of Building facilities:** If County acquires buildings or rights to buildings in the future, the farm Manager may apply to use them for additional facilities use fees.

**Electric Use Billing Invoices:** The County pays the TRICO electric bill directly for electrical use of the East Well. The County will generate **monthly** billing invoices based on the monthly electric bill from TRICO at East Well and email or mail them to the Manager. The Manager will be responsible for paying the invoices generated by the County.

**Water Right is 1,074 acre-feet/year for Buckelew Farm and is shared by all managers farming on the Buckelew property.** Manager shall ensure that annual water use does not exceed the water right for Buckelew Farm when combined with other manager’s use. County acknowledges that Manager anticipates needing up to 165 acre-feet per year from the East Well, and that Manager will likely use significantly less. Manager may negotiate additional water use with other Buckelew Farm Managers as long as the total water use on Buckelew Farm does not exceed the water right allocation.

# EXHIBIT D

## Field 3 SAYFRC Reserve

The Manager desires that Field 3 (displayed in Exhibit A) be reserved for other local and regional small-scale farming groups for training and incubator farming business purposes under the supervision of the Southern Arizona Young Farmers and Ranchers Coalition (SAYFRC). SAYFRC is a local 501c(3) organization dedicated to promoting opportunities for new and beginning farmers and ranchers in southern Arizona. The Manager wishes to work with SAYFRC to provide training, incubator and farming business opportunities for these local aspiring and beginning farming entities.

SAYFRC will oversee the management of Field 3 for these prospective farming activities for a period of two years, beginning on the commencement date of this Agreement. At the conclusion of this two-year period, if no other entities have established farming operations for business, education or training purposes, Field 3 will become available for other managers selected by the County.

If, at the end of the two-year period, one or more farming entities have been established on Field 3, but have not joined the Manager's cooperative business, the County may develop separate Management Agreements with those entities.