



CTN. FC. CMS. 143715-01
9-17-13
2-7-14
(#2,968.-)
11-1-15
2-7-16
XLR

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: November 5, 2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS: The Empirita Ranch property (the "Property") is a combination of parcels, purchased in two separate acquisitions, some of which were purchased and are owned by the Regional Flood Control District ("District") and some by Pima County ("County") (collectively, hereafter, the "Owner"). The Property has historically been operated primarily as a livestock ranching operation and Owner is committed to management of the Property as a sustainable ranching operation which fosters abundant and diverse native flora and fauna, clean air, clean water and stable soils. Owner has delegated authority to oversee management decisions about the Property to Natural Resources Parks & Recreation Department ("Parks"). Parks has traditionally entered into an agreement with a full-time manager to operate and manage the Property in a manner consistent with Owner's goals for the Property. On February 8, 2011, the Board of Supervisors and Board of Directors approved the Empirita Ranch Property Stewardship Agreement, Contract No. 11-59-S-143715-0211 (the "Agreement") with Saddle Tree Ranch, an Arizona General Partnership, as Manager. Under the Agreement, Manager was to pay a monthly rent of \$530 during the initial term (60 months) of the Agreement. Manager is current on the monthly rent through September, 2013, but has requested, and Owner has agreed to a lowering of the rent by 20% for the remaining 28 months of the initial term of the Agreement, subject to Board approval. The monthly rent for the remaining term of the Agreement would be \$424. Owner has agreed to lower the rent to provide financial relief to Manager in recognition both of the recent drought that has made it more difficult to graze cattle, and in consideration of the increased responsibilities expected of Manager and the excellent work Manager has done to date. The difference between the total rents that would have been collected over the term of the Agreement and the rent that will be collected under this Amendment is <\$2,968.>.

STAFF RECOMMENDATION(S): *Staff recommends that the Pima County Board of Supervisors and the Regional Flood Control District Board of Directors approve and execute the Amendment to Empirita Ranch Property Stewardship Agreement.*

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Pgs. 2 (3)

PIMA COUNTY COST: \$ -0- **and/or REVENUE TO PIMA COUNTY:** \$ **424** per month for the remaining term of the Agreement. The difference between the total rents that would have been collected over the term of the Agreement and the rent that will be collected under this Amendment is **<\$2,968.00>**.

FUNDING SOURCE(S): _____
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

☐ **YES** ☒ **NO**

Board of Supervisors District:

1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ All ☐

IMPACT:

IF APPROVED: County and District will amend their Stewardship Agreement with Saddle Tree Ranch pursuant to which Saddle Tree Ranch will operate and manage the Empirita Ranch property owned by the County and the District for a period of five (5) years and Saddle Tree Ranch will pay a reduced rent to County and District in the amount of \$424 per month for the remaining term of the Agreement. The difference between the total rents that would have been collected over the term of the Agreement and the rent that will be collected under this Amendment is **<\$2,968.>**.

IF DENIED: County and District will not amend their Stewardship Agreement with Saddle Tree Ranch pursuant to which Saddle Tree Ranch will operate and manage the Empirita Ranch property owned by the County and the District for a period of five (5) years and Saddle Tree Ranch will pay a reduced rent to County and District in the amount of \$424 per month for the remaining term of the Agreement.

DEPARTMENT NAME: Real Property Services
CONTACT PERSON: Michael D. Stofko **TELEPHONE NO.:** 520-724-6667

<p>PIMA COUNTY AND PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT</p> <p>PROJECT: EMPIRITA RANCH PROPERTY STEWARDSHIP AGREEMENT</p> <p>CONTRACTOR: SADDLE TREE RANCH, an ARIZONA GENERAL PARTNERSHIP</p> <p>CONTRACT NO.: 11-59-S-143715-0211</p> <p>CONTRACT AMENDMENT NO.: One (#01)</p>	<table border="1"> <tr> <td colspan="2" style="text-align: center;">CONTRACT</td> </tr> <tr> <td>NO.</td> <td><u>CTN-FC-CMS 143715</u></td> </tr> <tr> <td>AMENDMENT NO.</td> <td><u>01</u></td> </tr> <tr> <td colspan="2"> This number must appear on all invoices, correspondence and documents pertaining to this contract. </td> </tr> </table>	CONTRACT		NO.	<u>CTN-FC-CMS 143715</u>	AMENDMENT NO.	<u>01</u>	This number must appear on all invoices, correspondence and documents pertaining to this contract.	
CONTRACT									
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AMENDMENT NO.	<u>01</u>								
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ORIG. CONTRACT TERM: 02/08/2011 - 02/07/2016
TERMINATION DATE PRIOR AMENDMENT: N/A
TERMINATION THIS AMENDMENT: 02/07/2016

ORIG. CONTRACT AMOUNT: \$31,800.00
PRIOR AMENDMENTS: \$N/A
AMOUNT THIS AMENDMENT: \$<2,968.00>
REVISED CONTRACT AMOUNT: \$28,832.00

CONTRACT AMENDMENT

WHEREAS, COUNTY, DISTRICT and CONTRACTOR entered into a Contract for services as referenced above; and

WHEREAS, CONTRACTOR, COUNTY and DISTRICT, pursuant to Section 7(a) - Rent, have agreed to reduce the monthly Contract rent to \$424 for a period of twenty-eight months, commencing October, 2013;

WHEREAS, the Original and Revised Contract Amounts set forth above include an annual Cattle Transfer Fee of \$1,320 which fee will not be affected by this Amendment; and

NOW, THEREFORE, it is agreed as follows:

CHANGE: SECTION 7(a) - RENT:

From: "Manager shall pay Owner a monthly fee of \$530 during the initial term of this Agreement."

To: "In consideration for increased management duties, including but not limited to repairs to the wood corrals, Manager shall pay Owner a reduced monthly fee of \$424 for the remaining twenty-eight months of the initial term of this Agreement, commencing with the October, 2013 monthly payment."

The effective date of this Amendment shall be September 17, 2013.

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

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:

**PIMA COUNTY REGIONAL
FLOOD CONTROL DISTRICT, a political taxing
Subdivision of the State of Arizona**

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

Chairman, Board of Directors

Chairman, Board of Supervisors

Date

Date

ATTEST

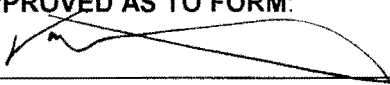
Clerk, Board of Directors

Clerk, Board of Supervisors


Date

Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney




Hal Gilbreath, Deputy County Attorney

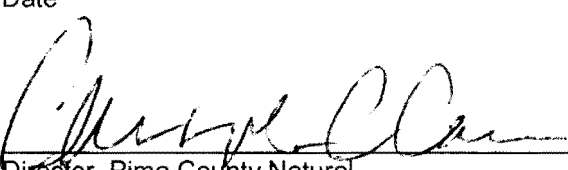
Date

Date

APPROVED AS TO CONTENT



Director, Pima County Regional Flood
Control District



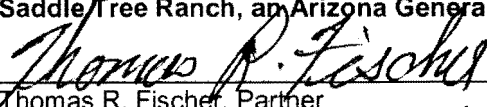
Director, Pima County Natural
Resources Parks and Recreation

Date


Date

MANAGER

Saddle Tree Ranch, an Arizona General Partnership



Thomas R. Fischer, Partner



Patricia L. Fischer, Partner



Date



Date

Rod W. Fischer, Partner

Date