



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 04/02/2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Tucson Electric Power Company, an Arizona Corporation (TEP)

***Project Title/Description:**

Amendment to Solar Array, 48 Acres West of Old Vail Road, CTN-PW-12-633

***Purpose:**

This amendment to the Lease, CTN-PW-12-633, with TEP for the solar array, 48 acres west of Old Vail Road (Premises) allows for sheep to graze on the Premises as a means of controlling vegetation growth and is in keeping with both Pima County and TEP's commitment to sustainability.

***Procurement Method:**

"Exempt pursuant to Pima County Code section 11.04.020.D."

***Program Goals/Predicted Outcomes:**

Consistent with Pima County and TEP's commitment to sustainability, TEP will provide sheep to graze on the Premises to control vegetation growth. This will allow for reduced use of pesticides and other non-sustainable methods of controlling vegetation growth.

***Public Benefit:**

Sheep grazing for controlling vegetation growth reduces the amount of non-sustainable materials used on the land, which reduces their effect on the ecology, including water and effects on wildlife. This promotes sustainability in the area.

***Metrics Available to Measure Performance:**

Vegetation is controlled without using pesticides; ensure sheep is provided sufficient water and supplemental food; monitoring sheep condition and provides for their veterinarian care; grazing operation is conducted in a human, responsible manner in compliance with applicable, agricultural-industrial standards, removal of animal waste from Premises as appropriate under applicable agricultural-industry standards.

***Retroactive:**

No.

To: OOB - 3-15-19
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Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective 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 22-73.***Amendment / Revised Award Information**Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 12*633Amendment No.: One (1) AMS Version No.: 4Effective Date: 04/02/2019 New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ 00.00Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:** No Cost / No RevenueFunding 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): _____

Effective 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: Roberta SmallDepartment: Facilities Management Telephone: 724-9870Department Director Signature/Date: _____ 3-11-2019Deputy County Administrator Signature/Date: _____ 3-14-19County Administrator Signature/Date: _____ 3/14/19
(Required for Board Agenda/Addendum Items)

**PIMA COUNTY DEPARTMENT OF:
FACILITIES MANAGEMENT**

LEASE: SOLAR ARRAY, 48 ACRES WEST OF OLD VAIL ROAD

TENANT: TUCSON ELECTRIC POWER COMPANY

LEASE NO.: CTN-PW-12 - 633

LEASE AMENDMENT NO.: 1

LEASE AMENDMENT

1. **DEFINED TERMS.** For purposes of this Amendment, the following terms have the meanings set forth below:
 - 1.1. Tenant: TUCSON ELECTRIC POWER COMPANY, an Arizona corporation.
 - 1.2. Landlord: PIMA COUNTY.
 - 1.3. Premises: The Prairie Fire solar panel site, 48 acres of land west of Old Vail Road and south of Valencia Road, in Pima County, Arizona.
 - 1.4. Lease: The lease of the Premises by Landlord to Tenant, which was executed by the Chairman of the Pima County Board of Supervisors on June 5, 2012.
2. **BACKGROUND.** Consistent with the County's and TEP's commitment to sustainability, TEP wishes to graze sheep on the Premises as a means of controlling vegetation growth. Because the Lease agreement does not specifically permit this activity, the parties are amending the agreement to authorize this proposed use and establish appropriate conditions.
3. **NO WARRANTY.** Landlord does not warrant that the Premises are suitable for grazing sheep or that the grazing of sheep is permitted under the applicable zoning.
4. **SHEEP.** If permitted under applicable zoning regulations, Tenant may, but is not required to, contract with a shepherding service to provide sheep to graze on the Premises for the purpose of controlling vegetation growth. This may include locating up to 2 dogs on the Premises for protection of the flock. Tenant will:
 - 4.1. Provide Landlord with a copy of its contract with the shepherding service, and with contact information so that Landlord can, if necessary, directly contact the shepherding service.
 - 4.2. Ensure that the shepherding service maintains the following policies of insurance:

- 4.2.1. Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate, naming both Tenant and Landlord as additional insureds.
- 4.2.2. Business Automobile Liability: Coverage for 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.
- 4.2.3. Workers' Compensation (WC) and Employers' Liability: If required by law, Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.
- 4.3. Ensure that the shepherding service provides sufficient food and water for the animals on the Premises and regularly monitors their condition and provides for their veterinarian care. The grazing operation must be conducted in a humane and responsible manner, in compliance with applicable agricultural-industry standards.
- 4.4. Remove animal waste from the Premises as appropriate under applicable agricultural-industry standards, and in any event to the extent necessary to avoid creating a nuisance.
- 5. **REMAINING LEASE TERMS UNCHANGED.** Except as modified by this Amendment, all of the terms and conditions of the Lease remain in full force and effect.

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

TENANT

TUCSON ELECTRIC POWER COMPANY


Name: Renee Marruffo

Title: Right of Way Supervisor

LANDLORD

PIMA COUNTY

Richard Elias, Chairman of the Board of Supervisors

APPROVED AS TO FORM:


Regina Nassen, Deputy County Attorney

APPROVED AS TO CONTENT:

 12/14/18
Lisa Josker
Director, Facilities Management