



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 18, 2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Therapeutic Riding of Tucson, Inc. ("TROT") (File LCP-0011)

***Project Title/Description:**

Lease Agreement between Pima County, the Regional Flood Control District, and TROT

***Purpose:**

TROT, an Arizona non-profit corporation, has leased the property located at 8920 E. Woodland Road ("the Property") since 1989. The Property contains 23.80 acres, and has improvements which include a 4,700 square foot main house, stables and arenas. TROT has requested a new lease for 25 years with an option to renew for an additional 25 years. TROT depends on fundraising from donors who will invest in capital projects if they have assurance that TROT has an agreement for long-term use of the Property. The consent to Lease was approved by the Board on December 4, 2018. Notice was published pursuant to ARS 11-256.01 and no bids were received.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

Staff recommends that the Board of Supervisors and Board of Directors approve the Lease with TROT.

***Public Benefit:**

TROT will continue to provide equine-assisted activities and therapies for children and adults with physical and developmental disabilities, with significant capital improvements to the Property.

***Metrics Available to Measure Performance:**

TROT currently pays \$10.00/year and will continue to pay the same amount under the lease. TROT will maintain and make significant improvements to the Property, which may include outdoor lighting, solar panels, and a covered arena as additional consideration for the Lease.

***Retroactive:**

No

A location map is attached.

To: COB. 5.22.19
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(1)

Contract Award InformationDocument Type: CTN Department Code: PW Contract Number (i.e., 15-123): 19*0204Effective Date: 06/18/2019 Termination Date: 06/17/2044 Prior Contract Number (Synergen/CMS): _____☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 250.00***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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective 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): _____

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: Rita LeonDepartment: Real Property ServicesTelephone: 724-6462

Department Director Signature/Date: _____

5/16/2019

Deputy County Administrator Signature/Date: _____

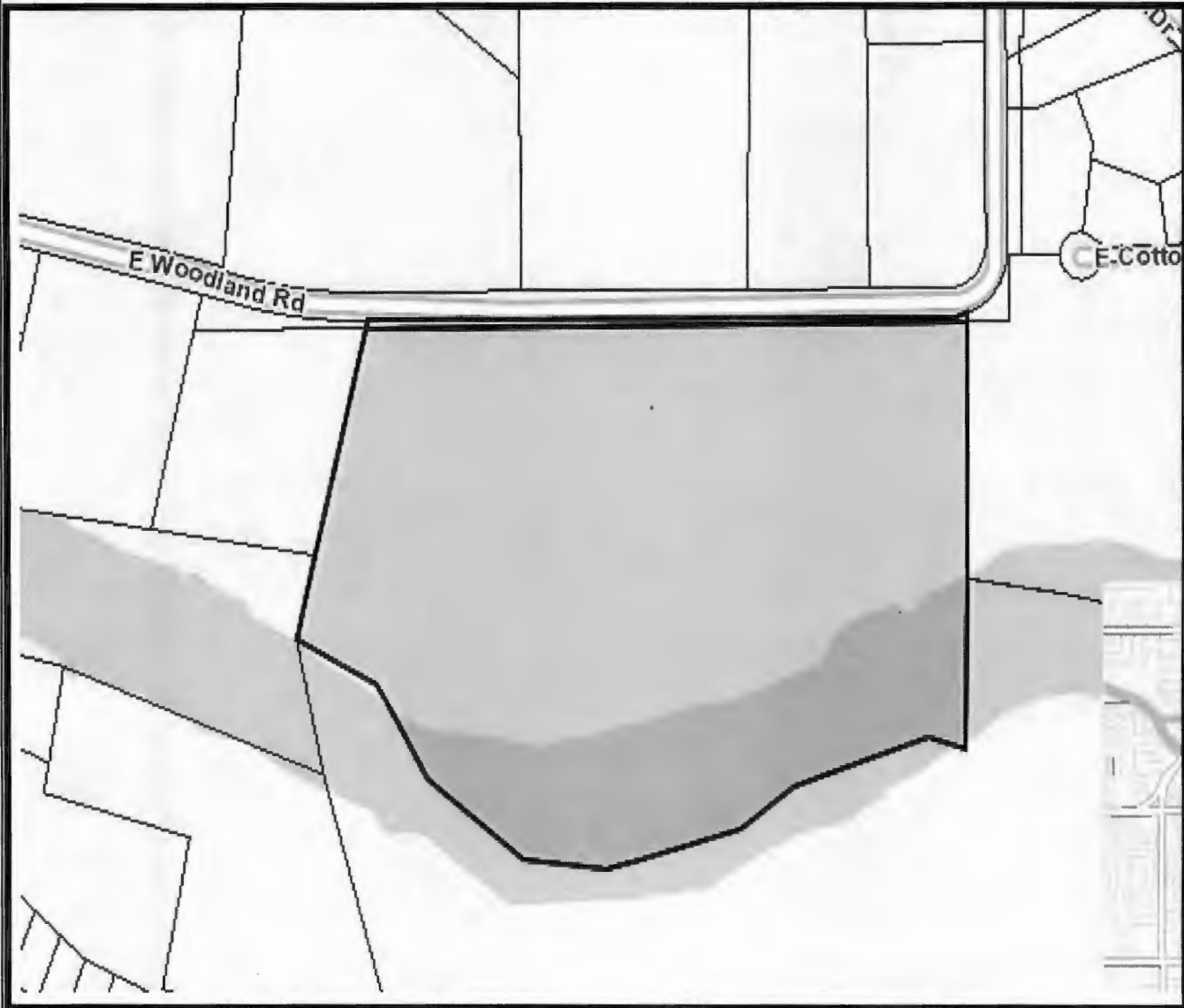
5/20/19

County Administrator Signature/Date: _____

5/21/19*(Required for Board Agenda/Addendum Items)*

LOCATION MAP

8920 E. Woodland Road



**Pima County Public Works Administration
Real Property Services**

DRAWING NOT TO SCALE

DATE: July 31, 2013

PIMA COUNTY
REAL PROPERTY

LEASE TO TROT, A NONPROFIT CORPORATION

1. **Parties.** This lease ("**Lease**") is entered into by and between PIMA COUNTY, a body politic and corporate of the State of Arizona ("**County**"), the PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT ("**District**"), and THERAPEUTIC RIDING OF TUCSON, INC., an Arizona nonprofit corporation (hereinafter "**Tenant**"). This Lease shall be effective (the "**Effective Date**") on the date it is fully executed.

2. **Background & Purpose.**

2.1. County owns the real property described on **Exhibit A** and depicted on **Exhibit A-1** attached hereto (the "**Property**"). The address for the Property is 8920 E. Woodland Road, Tucson, Arizona 85749. The Property contains 23.80 acres, and has improvements which include a 4,700 sq. ft. main house, stables, and arenas.

2.2. Tenant has been in possession of the Property since December 12, 1989. Tenant uses the Property for equine-assisted activities and therapies for children and adults with physical and developmental disabilities.

2.3. Tenant is currently in possession of the Property under a lease dated November 1, 2005 (the "**Current Lease**"). The Current Lease expires on December 31, 2033. The rent under the Current Lease is \$10/year. Upon execution of this Lease, the Current Lease will be deemed cancelled.

2.4. Tenant wants to make significant improvements to the Property, which may include outdoor lighting, solar panels, and a covered arena. Tenant depends on fundraising from donors who will invest in capital projects if they have assurance that Tenant has an agreement for long-term use of the Property. Tenant has therefore requested a new lease for 25 years with an option to renew for an additional 25 years.

2.5. County has the authority under A.R.S. §11-256.01 to lease real property to a nonprofit corporation at less than fair market value. County previously published notice of its intent to enter into this Lease as required by law. County desires that Tenant continue to use the Property and provide services to the disabled in the County, and continue to maintain and improve the Property.

3. **Lease of Property.** County hereby leases the Property to Tenant, and Tenant hereby leases the Property from County, under the terms and conditions and for the purposes set forth herein.

4. **Term.**

4.1. Initial Term. The term of this Lease shall commence on the Effective Date and shall terminate 25 years after the Effective Date (the "**Initial Term**").

4.2. Option Period. Provided that Tenant is not then in default of any provision of this Lease, upon expiration of the Initial Term, the term of this Lease may be renewed and extended by Tenant for an additional twenty-five (25) year term (the "**Option Period**"). If Tenant wishes to renew the Lease, Tenant shall do so by providing written notice to County not more than two (2) years and not less than one (1) year prior to the end of the Initial Term.

5. **Possession.** From and after the Effective Date, Tenant will have possession of the Property.

6. **Rent; Utilities.** Tenant shall pay as rent to County the sum of TEN DOLLARS (\$10.00) per year payable on January 1 of each year. Tenant will pay all utility costs associated with the Property.

7. **Flood Control.** Notwithstanding any provision in this Lease to the contrary, District reserves the right to enter on the Property and make any improvements or take any action it deems necessary relating to the control of erosion, or of waters in the floodway or floodplain of the Tanque Verde Wash, without liability to Tenant, and District may, in connection with such improvements or actions, reduce the acreage available to Tenant for Tenant's use. In such event, this Lease may be amended by County and District to reflect any adjustment in the Property's size, without the consent of Tenant.

8. **Non-Profit Status.**

8.1. Tenant will at all times during the term of this Lease be a non-profit organization exempt from taxation under the United States Internal Revenue Code (26 USC § 501(c)(3)). Tenant will provide County a copy of Tenant's letter of exemption from the Internal Revenue Service granting Tenant such tax exempt status and any analogous ruling from the Arizona Department of Revenue. Tenant will notify County in writing and provide County with a copy of any ruling or inquiry from any governmental authority affecting or potentially affecting such status.

8.2. Because this Lease is a lease to a non-profit entity, Tenant agrees that any compensation paid by Tenant to its members, officers, employees, or any related entity, will be reasonable, not excessive, compensation for a non-profit entity. County will have the right to inspect Tenant's records to verify the levels of compensation paid by Tenant. If County reasonably determines that such compensation is excessive, County may terminate this Lease unless Tenant adjusts its compensation to reasonable levels within sixty (60) days of receiving notice from County of its objection to Tenant's compensation levels.

9. **Tenant's Obligations.** Tenant will comply with the following obligations during the term of this Lease:

9.1. Permitted Activities. Tenant will provide programs consistent with its current operations as generally described in the brochure attached hereto as **Exhibit "B"** (the "**Permitted Activities**").

9.2. Furnishings and Equipment. Tenant will provide all furnishings and equipment necessary to establish a functional and effective equine-facility to provide activities and therapies for children and adults with physical and developmental disabilities. Tenant may install pipe corrals and pipe fencing as necessary to its operations.

9.3. Vegetative Screens. Tenant is responsible for providing irrigation to vegetation planted and shall provide reasonable trimming, pruning and maintenance.

9.4. Well Usage: Tenant may not deepen on-site wells or drill new wells. Tenant may use three (3) acre feet in compliance with the Arizona Department of Water Resources ("**ADWR**"). Meter reading of the wellsite will be done once a month by Tenant and Tenant will forward data to County for reporting to ADWR.

9.5. Resource Protection. Tenant agrees to:

9.5.1. Discharge no waste or byproducts or materials onto any property nor into any water channels that might possibly result in harm to human water supplies;

9.5.2. Take all reasonable measures to protect the scenic, aesthetic values of the area; prevent soil erosion and gulying that might be cause by construction or improper utilization of resources; and discourage vandalism or disorderly conduct, including the calling in of appropriate law enforcement officers when necessary and assisting in subsequent prosecution;

9.5.3. Take appropriate action to prevent fire damage to improvements and natural resources by complying with all applicable codes imposed by state, city or county laws, ordinances or regulations, including applicable building and electrical codes, and making available as needed spark arresters and fire extinguishers.

9.6. Compliance with Laws. Tenant will comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, standards, policies, and executive orders with respect to its operations on the Property. Tenant will comply with the Pima County Floodplain Ordinance adopted May 7, 1985, as amended (the "**Floodplain Ordinance**"). Any fencing not in compliance with the Floodplain Ordinance must be removed by Tenant at Tenant's expense.

9.7. Signage. Tenant will instruct its members, invitees and guests to enter the Property by traversing the easterly part of Woodland Road from Tanque Verde directly

south to the entrance to the Property. Any and all signs placed by Tenant on the Property will be immediately removed by Tenant upon termination of this Lease for any reason, and any damage resulting from such removal shall be repaired immediately by Tenant at its sole cost. Tenant shall pay all costs for construction, erection, installation, maintenance, and repair of any sign either currently in existence or to be erected or installed or otherwise placed on the Property. All signs will comply with all applicable sign codes and ordinances.

9.8. Access. Tenant will provide equestrian and pedestrian access between Woodland and the Tanque Verde Wash.

9.9. Traffic. Tenant will take reasonable steps to insure that no traffic moves on the Property in excess of 10 miles per hour and will make all reasonable attempts to mitigate dust caused by the use of the Property.

9.10. Special Events. For purposes of this Agreement, a "Special Event" is an event which is beyond the normal scope of the operation of the Property, including any event which (i) is open to the general public; or (ii) is designed to attract larger numbers of people; or (iii) involves a cash bar or other sales of alcohol; or (iv) may increase risk of injury to persons at the Property. Special Events do not include routine meetings and functions. Should Tenant desire to conduct a Special Event, Tenant shall give County a thirty (30) day advance written request, with a description of the Special Event, together with a traffic control plan for the roads leading to and from the Property, and safety and security plan for the Special Event to promote the health and safety of the participants and of the general public, and County may designate approved parking areas.

9.11. Serving of Liquor. Tenant may not serve liquor on the Property unless it is served by licensed bartenders with proper training and Tenant has liquor liability insurance in compliance with section 16.

9.12. Expenses of Tenant. Tenant will conduct all of its operations on the Property at its own expense and without contribution from County. Tenant will not suggest, state, or imply that County will participate, guarantee or otherwise assist in any financial obligation undertaken by Tenant with respect to its operations on the Property.

10. Prohibited Activities

10.1. Use of Property. Tenant will not use the Property for any purpose nor engage in or permit any other business activity on the Property except as expressly permitted by this Lease.

10.2. Third Party Contract. Tenant may not contract with a third party to conduct the Permitted Activities without County's prior written consent, which shall be at County's sole discretion. Any such contractor must be a non-profit, tax-exempt organization and must comply with all provisions of this Lease. County's consent to a third party contract shall not relieve Tenant of any of its obligations, responsibilities, or liabilities hereunder,

and Tenant agrees that it shall be fully liable for, and hereby agrees to indemnify County from and against any liability, losses, or expenses suffered or incurred by County as a result of Tenant's contractor's operations on the Property.

10.3. Outside speakers. No outside loud speakers will be installed or used from which sound travels beyond the boundaries of the Property.

10.4. No Commercial or Residential Use. Except for the Permitted Activities, Tenant will allow no commercial or residential use of the Property or use by any other person or organization without the County's consent. Although the Property includes a residential structure (the 4,700 sq. ft. main house referred to in section 2.1, above), because of the flood prone nature of the property, Tenant may not use the house as a residence and may not permit anyone to reside in the house overnight.

10.5. Lighting. Tenant may not install any lighting which intrudes on the existing lifestyle and land use of surrounding residential neighborhoods, except as reasonably necessary for the safe use of and security of the Property and improvements thereon. Any additional lighting installation must comply with section 11, and may be constructed only after notification of the specific intent and submission of specific plans for additional lighting to County and to surrounding neighborhood groups for comment.

11. **Alterations and Improvements to Property.**

11.1. Consent Required. Tenant may not make any improvements, alterations, additions, or changes to the Property (collectively the "**Alterations**") without complying with all of the provisions of this section 11.

11.2. District Consent. Except for the outdoor lighting, solar panels, and a covered arena that have been approved by District, Tenant may not make any Alterations without obtaining prior written consent from the District's Director or designee. Tenant must obtain District's approval before proceeding to comply with the remainder of this section 11.

11.3. Plan Review. All improvements will be subject to the County's Development Plan review process. All improvements must comply with all applicable Pima County building codes, District regulations, and the City of Tucson zoning code.

11.4. Plan and Specifications. Tenant shall provide District and Pima County Facilities Management Department with plans and specifications developed by an Arizona registered architect or engineer (the "**Notice of Alternations**") for review prior to initiating any work. District and County's Facilities Management Department will have forty-five (45) days after receipt of the Notice of Alternations to approve or reject the proposed Alterations. Failure to respond to the Notice of Alternations within forty-five (45) days after receipt of the Notice of Alternations shall be deemed approval.

11.5. Consent Withheld. County and District will not unreasonably withhold consent to proposed Alterations; provided, however, it shall be reasonable for County or District to withhold consent if, among other reasons, the Alterations:

11.5.1. Adversely affect the integrity of any structural, mechanical, or electrical system of any portion of the Property or affect the integrity of the Property or the Property features or its infrastructure;

11.5.2. Result in County being required to perform any work that County could otherwise avoid or defer;

11.5.3. Result in an increase in the premiums for any hazard or liability insurance carried by County or result in an increased risk of liability or pose a safety hazard; or

11.5.4. Result in an increase in the demand for utilities or services (including wastewater treatment) that County provides to the Property.

11.6. No County or District Liability for Approval of Alterations. District's and County's review of the plans and specifications shall be solely for District and County's purposes and shall not imply that District and County have reviewed the plans and specifications for quality, design, laws, compliance or other like matters. Accordingly, notwithstanding that any construction drawings are reviewed by any District or County architects, engineers, or consultants, District and County will have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in any construction drawings, and Tenant's indemnity set forth in the Indemnification Clause of this Lease shall specifically apply to the construction drawings. District and County's review shall be to determine that the proposed Alterations are consistent with the purposes of this Lease.

11.7. Construction of Improvements.

11.7.1. *Compliance with Law.* All improvements shall comply with all applicable federal, state and local statutes, codes, ordinances, rules and regulations, including but not limited to floodway and floodplain laws and regulations.

11.7.2. *Indemnification.* All construction contracts shall include an indemnification provision requiring the contractor to indemnify, defend and hold harmless County from all losses, claims, suits, demands, expenses, attorney's fees or actions of any kind or nature arising from contractor's negligent or intentional acts, errors or omissions.

11.7.3. *Insurance.* Tenant shall cause said contractors to obtain insurance coverage of a type and amount acceptable to County and to name Tenant and County as additional insureds with respect to liability arising out of the performance of said contracts. Within thirty (30) days after completion of any buildings or improvements,

Tenant shall deliver to County a complete and reproducible set of the plans and specifications of the improvement or buildings as built.

11.8. Indemnification by Tenant. Tenant shall indemnify, hold District and County harmless, and defend District and County against liability for any damage to property or injury to persons occasioned by any construction by Tenant at the Property.

11.9. Property of County. All improvements placed upon the Property shall become the property of County at the time they are placed thereon, and shall be surrendered to County upon the termination of this Lease, free and clear of all liens and encumbrances of every kind, and in good and operable condition, excluding reasonable wear and tear.

11.10. Reimbursement by County for Breach. In the event of a termination of this Lease by Tenant as a result of a material breach by County, County will compensate Tenant for improvements made by Tenant in compliance with this section 11 in an amount equal to (i) the total cost of the improvements as evidenced by invoices to Tenant, less (ii) depreciation in an amount equal to straight line depreciation over the life of the improvement through the termination date. Such compensation will be paid by County within ninety (90) days after termination, receipt of invoices evidencing the cost of improvements, and Tenant having vacated the Property.

12. **Maintenance & Repairs.**

12.1. Maintenance and Repairs by Tenant. Tenant will at all times maintain the Property in a good, clean, safe and sanitary condition, at its sole cost and expense, including making any necessary repairs or replacements of improvements thereon, including doors, windows, interior fixtures, roofs, exterior walls, appliances, furnishings, well irrigation system, barns, stables, and building systems, including the furnace and air conditioning system, and structural repairs.

12.2. Tenant Failure to Maintain. If Tenant fails, after 30 days written notice, to comply, or to take reasonable steps towards compliance with section 12.1 if compliance would take more than 30 days, County or District may, but are not required to, make such repairs as they deem necessary and Tenant will reimburse the costs of such repairs on demand.

13. **Environmental.**

13.1. Hazardous Material. As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Arizona or the United States Government. The term Hazardous Material includes, without limitation, any material or substance that is (i) defined as a "hazardous waste" under NRS 459.400 *et seq.*, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1321), (v) defined as a "hazardous waste"

pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.* (42 U.S.C. 6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.* (42 U.S.C. 9601) or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. 6991 *et seq.*

13.2. Hazardous Materials Prohibited; Clean Air Act. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Property by Tenant, its agents, employees, contractors or invitees, without the prior written consent of County, other than such Hazardous Materials which are necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Materials. Tenant's operations on the Property shall comply with applicable provisions of the Clean Air Act, 42 U.S.C. 7401 *et seq.* and Arizona Revised Statutes, Title 49, Chapter 3.

13.3. Indemnity. In the event an Environmental Act occurs, Tenant shall indemnify, protect, defend and hold County harmless from any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities or losses (including, without limitation, diminution in value of the Property or any part thereof, damages for the loss or restriction on use of usable space or of any amenity of the Property or any part thereof, damages arising from any adverse impact on marketing of space with respect to the Property or any part thereof, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arose or arises during or after the term of this Agreement as a result of such contamination. The foregoing obligation of Tenant to indemnify, protect, defend and hold County harmless includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration or other response work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present, as a result of any action or inaction on the part of Tenant, its agents, employees, contractors or invitees, in the Property or the soil or ground water on, under or adjacent to the Property, or elsewhere in connection with the transportation by Tenant of Hazardous Material to or from the Property. For purposes of this section 13.3, an Environmental Act shall mean:

13.3.1. Tenant breaches the obligations stated in Section 13.2;

13.3.2. the presence (whether consented to by County or otherwise) of Hazardous Material on the Property or on or in the soil or ground water under or adjacent to the Property caused or permitted by Tenant, its agents, employees, contractors or invitees, results in contamination of the Property or such soil or ground water;

13.3.3. contamination of the Property or such soil or ground water by Hazardous Material otherwise occurs for which Tenant is legally liable to County for damage resulting therefrom; or

13.3.4. Contamination occurs elsewhere in connection with the

transportation by Tenant of Hazardous Material to or from the Property.

13.4. Clean-Up. Without limiting the foregoing, if the presence of any Hazardous Material on or in the Property, soil or ground water under or adjacent to the Property caused or permitted by Tenant, or its agents, employees, contractors or invitees results in any suspected contamination of the Property, soil or ground water under or adjacent to the Property, Tenant shall promptly notify County in writing and take all actions, at Tenant's sole cost and expense, as are necessary to return the Property, soil or ground water to the condition existing prior to the introduction of any such Hazardous Material to the Property, soil or ground water; provided that County's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Property.

13.5. Pre-existing Contamination. County agrees that any Hazardous Materials contaminating the Property prior to possession of the Property by Tenant shall not result in liability for Tenant under this Section 13 except to the extent such contamination is aggravated by the action or inaction of Tenant.

13.6. Notices Regarding Environmental Conditions. Tenant shall, within ten (10) business days following receipt thereof, provide County with a copy of (i) any notice from any local, state or federal governmental authority of any violation or administrative or judicial order or complaint having been filed or about to be filed against Tenant or the Property alleging any violation of any local, state or federal environmental law or regulation or requiring Tenant to take any action with respect to any release on or in the Property or the soil or ground water under or adjacent to the Property of Hazardous Material, or (ii) any notices from a federal, state or local governmental agency or private party alleging that Tenant may be liable or responsible for cleanup, remedial, removal, restoration or other response costs in connection with Hazardous Material on or in the Property or the soil or ground water under or adjacent to the Property or any damages caused by such release.

13.7. Survival. Tenant's and County's obligations under this Section 13 shall survive the expiration or earlier termination of this Agreement and vacation of the Property.

14. **Entry by County and District**. County and District reserve the right to enter upon the Property at reasonable times to inspect, make repairs, or for any other reason deemed necessary. County and District will provide Tenant with reasonable notice of their intent to enter upon the Property.

15. **Security**. Tenant shall be responsible for the securing the Property and preventing any unlawful or unauthorized use thereof. Tenant shall contact law enforcement authorities when it appears necessary to protect the Property and any persons or property thereon, and it shall assist in any resulting prosecution.

16. Insurance.

16.1. Coverage. Tenant shall maintain at its expense the following insurance during the term of this Lease:

16.1.1. *Commercial General Liability*. Coverage shall be at least as broad as ISO form CG 00 01 in an amount not less than \$2,000,000.00, covering the Property, endorsed to include Pima County as an additional insured with coverage at least as broad as ISO form CG 20 10.

16.1.2. *Commercial General Automobile Liability*. Coverage shall be at least as broad as ISO form CA 00 01 in an amount not less than \$1,000,000.00 for vehicles actually used in the operations at the Property (as compared to use for simple commuting).

16.1.3. *Workers' Compensation*. Statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000.00 per injury, illness, or disease.

16.1.4. *Commercial Property*. Extended coverage against loss or damage by fire or other casualty including earthquake and flood damage, covering the full replacement cost of real property, including tenant improvements, and personal property located on the Property, endorsed to County as an additional insured.

16.1.5. *Liquor Liability*. Liquor liability if alcohol is being served on the Property in an amount not less than \$5,000,000.00 per occurrence, endorsed to include Pima County as an additional insured.

16.1.6. *Special Events*. Special Events insurance in an amount acceptable to the County Risk Manager for any event held on the Property not covered by other insurance provided as required above.

16.2. Injury Reports. By the 15th of each month, Tenant shall provide to County a report listing any incident involving injury to persons or damage to property occurring at the Property. If any such injury to persons requires emergency medical treatment, Tenant shall contact County within one (1) business day of such incident. County will have the right to investigate any incident involving injury to persons or property occurring at the Property and Tenant shall provide County with all information available to Tenant about such incident.

16.3. Insurance Certificates. Tenant shall provide County with current certificates of insurance at least annually which shall show County as an additional insured. All certificates of insurance must provide for guaranteed thirty (30) days written notice of cancellation, non-renewal or material change.

16.4. Waiver of Subrogation. Each party waives its claims and subrogation rights against the other for losses typically covered by property insurance coverage.

16.5. Changes to Insurance Requirements. County retains the right to reasonably increase the limits or types of coverage from time to time as determined in the best interests of County by Pima County Risk Management.

17. Damage or Destruction.

17.1. Casualty not Rendering Property Unusable. In the event any portion of the Property is damaged by fire or other perils (by any cause whatsoever) not rendering the Property untenable, Tenant will repair and restore the Property to the condition in which it existed prior to the casualty, using the insurance proceeds. All such repairs will comply with section 11 of this Lease, to the extent they constitute Alterations. Tenant's obligation to restore the Property is limited to the proceeds of insurance.

17.2. Casualty Rendering Property Untenable. In case of the total destruction of a building or structure on the Property by any cause whatsoever, or in case of such partial destruction thereof as to render the building or structure unfit for Tenant's occupancy, then in any such event any insurance proceeds will be spent to improve the Property in a manner agreed to by Tenant, County and District, and any improvements that constitute Alterations must comply with section 11 of this Lease.

18. Indemnification.

18.1. To the fullest extent permitted by law, Tenant shall defend, indemnify, and hold harmless County and District, their officers, agents, and employees, from and against any and all claims, liabilities, losses, damage, cost and expense, including but not limited to reasonable attorney's fees and/or litigation expenses, arising out of or resulting from the conduct or management of the Property, or any accident, injury, damage, or violation of law whatsoever occurring in or at the Property, directly or indirectly caused in whole or in part by any act or omission of Tenant or anyone directly or indirectly employed by it, its agents, representatives, contractors, subcontractors, licensees, or anyone for whose acts it may be liable, except that the indemnity will not be applicable if arising solely from any negligent act or omission of County or District or any of their officers, agents, or employees. This agreement to defend, indemnify and hold harmless will survive the expiration of the termination of this Lease.

18.2. Tenant acknowledges and understands that the Property lies within the floodplain and floodway of the Tanque Verde Wash (the "Wash") and is subject to inundation and erosion flood hazards from the Wash. Tenant holds County and District, and their officers, employees, and agents, harmless from any claim, damages, liability or expense suffered or incurred in connection with any use of the Property by Tenant, its invitees or guests, as a consequence of the Property being located in the floodplain and floodway of the Wash.

19. Tenant Not an Agent of County. Tenant is not an agent of County or District for any purpose under this Lease or otherwise. Tenant shall control activities on the

Property, and County shall not control those activities. Tenant's employees and servants shall not be under the control of County.

20. Notices.

20.1. Writing. All notices required or permitted to be given hereunder must be in writing and mailed by first class, registered, certified or overnight mail, return receipt requested, postage prepaid, or transmitted by electronic mail, facsimile, or hand delivered, addressed to County's or Tenant's address.

20.2. Receipt. If mailed, all such notices, demands, requests, or other communications are deemed received upon the expiration of seventy-two (72) hours after deposit in the U.S. mail as aforesaid. Notice served personally or by electronic mail or facsimile is deemed served upon delivery thereof to the addressee. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given is deemed to be receipt of the notice, demand or request sent. Any party entitled to notices hereunder may from time to time designate to the other parties, in writing and given in accordance with this Section, a different address for service of notice.

20.3. Any notices required hereunder shall be directed as follows:

District:

Director, Regional Flood Control District
201 N. Stone Ave., 9th floor
Tucson, AZ 85702
Phone: (520) 724-4680
Suzanne.Shields@pima.gov

County

Manager, Real Property Services
201 N. Stone Ave., 6th floor
Tucson, Arizona 85702
Phone: (520) 724-6582
Neil

If to Tenant:

Executive Director
Therapeutic Riding of Tucson
8920 E. Woodland Road.
Tucson, AZ 857__
Phone: 520-749-2360, ext. 601
Irish@trotarizona.org

21. **Conflict of Interest.** This Lease is subject to cancellation within three (3) years after its execution pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Lease on behalf of County is, at

any time while this Lease or any extension of the Lease is in effect, an employee or agent of any other party to the Lease with respect to the subject matter of the Lease.

22. Non-Discrimination. Tenant agrees that during the performance of this Lease, Tenant shall 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. Tenant shall comply with the provisions of Arizona Executive Order 75-5, as amended by Executive Order 99-4 and 2009-09 issued by the Governor of the State of Arizona, which is incorporated into this Lease as if set forth in full herein.

23. Default/Termination.

23.1. Termination by County Without Notice. This Lease may be terminated immediately by County for any of the following:

23.1.1. failure of Tenant to carry the required insurance;

23.1.2. loss by Tenant of its tax-exempt status or an action by the IRS challenging that status;

23.1.3. violation of any law by Tenant, or any unlawful activities carried out on the Property;

23.1.4. any action or omission by Tenant that, in County's sole judgment, causes a threat to the health or safety of the general public or the users of the facility;

23.1.5. any actions or omissions by Tenant that unduly interfere with activities of County, or which unduly disturb the quiet enjoyment of neighboring property owners/occupants;

23.1.6. Tenant creates or permits any waste or nuisance on the Property;

23.1.7. Tenant commits three (3) defaults in a twelve (12) month period, regardless of whether or not Tenant timely cured such defaults as provided below;

23.1.8. Tenant permits the consumption of alcohol on the Property without County's approval and insurance; or

23.1.9. Any other activity or omission that in County's reasonable judgment is not a condition subject to "cure".

23.2. Breach and Opportunity to Cure. Either party may present written notice of default or non-performance to the other party. For any default other than those listed in section 23.1, the non-breaching party may terminate the Lease only if the breaching party fails to cure the default within thirty (30) days of receiving the notice from the non-breaching party, unless the failure is of such a character as to require more than thirty

(30) days to cure, in which event the breaching party will be in default only if it fails to initiate the cure within thirty (30) days, and thereafter diligently pursue the same to completion.

23.3. Other Remedies. Both parties may pursue any other remedies provided by law for the breach of this Lease. No right or remedy conferred or reserved is intended to be exclusive of any other right or remedy, and each shall be cumulative and in addition to any other right or remedy conferred or reserved in this Lease.

24. **Consent of County or District.** Except as otherwise provided in this Lease, wherever the consent of County or District is required in this Lease, the consent may be given in writing by the County Administrator, or a department Director to whom he has delegated his authority (except the consent of District may only be delegated to the District Director), provided that any modification to this Lease requires approval of the County Board of Supervisors and the District Board of Directors.

25. **Personal Property.** Tenant shall maintain a current inventory of all items of personal property owned by Tenant and placed or kept on the Property by Tenant. Any items of personal property left on the Property upon expiration or earlier termination of this Lease shall become the property of County and may be sold or otherwise disposed of by County without liability to Tenant.

26. **Liens.** Tenant shall timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the Property, and shall not permit any lien to attach to the Property or any interest therein, and shall indemnify and defend County against all legal costs and charges resulting from any such lien.

27. **Non-Waiver.** The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Lease to be performed by the other party, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future.

28. **Assignment/Subletting.** Any attempted assignment of this Lease by Tenant without prior written consent from County's Board of Supervisors shall be void. This Lease shall be binding on any and all successors and permitted assigns. Tenant shall not sublet any portion of the Property without the prior written consent of County, which consent shall be at County's sole discretion.

29. **Entire Agreement.** This Lease shall constitute the entire contract between County, District and Tenant with respect to the Property and no modification hereof shall be binding unless in writing and signed by all parties.

30. Exhibits. The following exhibits to this Lease are fully incorporated herein as if set forth at length:

<u>Exhibit A</u>	Description of the Property
<u>Exhibit A-1</u>	Depiction of the Property
<u>Exhibit-B</u>	TROT Brochure

The parties hereto have executed this Lease on the day, month and year written below.

TENANT: Therapeutic Riding of Tucson, Inc.
an Arizona non-profit corporation:

By: Jesley Rich

DISTRICT: REGIONAL FLOOD CONTROL DISTRICT, a political taxing authority of the State of Arizona

Richard Elias, Chairman, Board of Directors

Date

ATTEST:

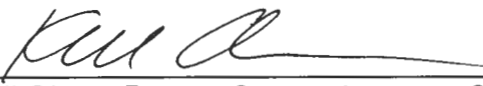
Julie Castaneda, Clerk of the Board of Directors

Date

APPROVED AS TO CONTENT:

By 
Suzanne Shields, Director, Regional Flood Control District

APPROVED AS TO FORM:



Kell Olson, Deputy County Attorney, Civil Division

Exhibit A

March 27, 1986
3-86-558
300978-3

LEGAL DESCRIPTION

PARCEL I:

Lots 25 and 27, TANQUE VERDE COUNTRY ESTATES, Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder in Book 9 of Maps at page 21.

PARCEL II:

All that portion of Lot 3 and 5 in Section 3 Township 14 South Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, lying North of the following described line:

BEGINNING at the North one quarter corner of Section 3, Township 14 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

THENCE South 00 degrees 01 minutes 35 seconds West along the North-South midsection line thereof, 740.57 feet to the TRUE POINT OF BEGINNING.

THENCE North 84 degrees 00 minutes 00 seconds West, 62.72 feet;

THENCE North 45 degrees 00 minutes 00 seconds West, 28.50 feet;

THENCE South 76 degrees 00 minutes 00 seconds West 151.00 feet;

THENCE South 70 degrees 30 minutes 00 seconds West, 140.00 feet;

THENCE South 57 degrees 00 minutes 00 seconds West, 117.00 feet;

THENCE South 75 degrees 30 minutes 00 seconds West, 227.00 feet;

THENCE South 85 degrees 30 minutes 00 seconds West, 208.00 feet;

THENCE North 61 degrees 00 minutes 00 seconds West, 43.00 feet;

THENCE North 52 degrees 40 minutes 00 seconds West 191.00 feet;

THENCE North 43 degrees 50 minutes 00 seconds West, 103.00 feet;

THENCE North 51 degrees 00 minutes 00 seconds West, 144.64 feet;

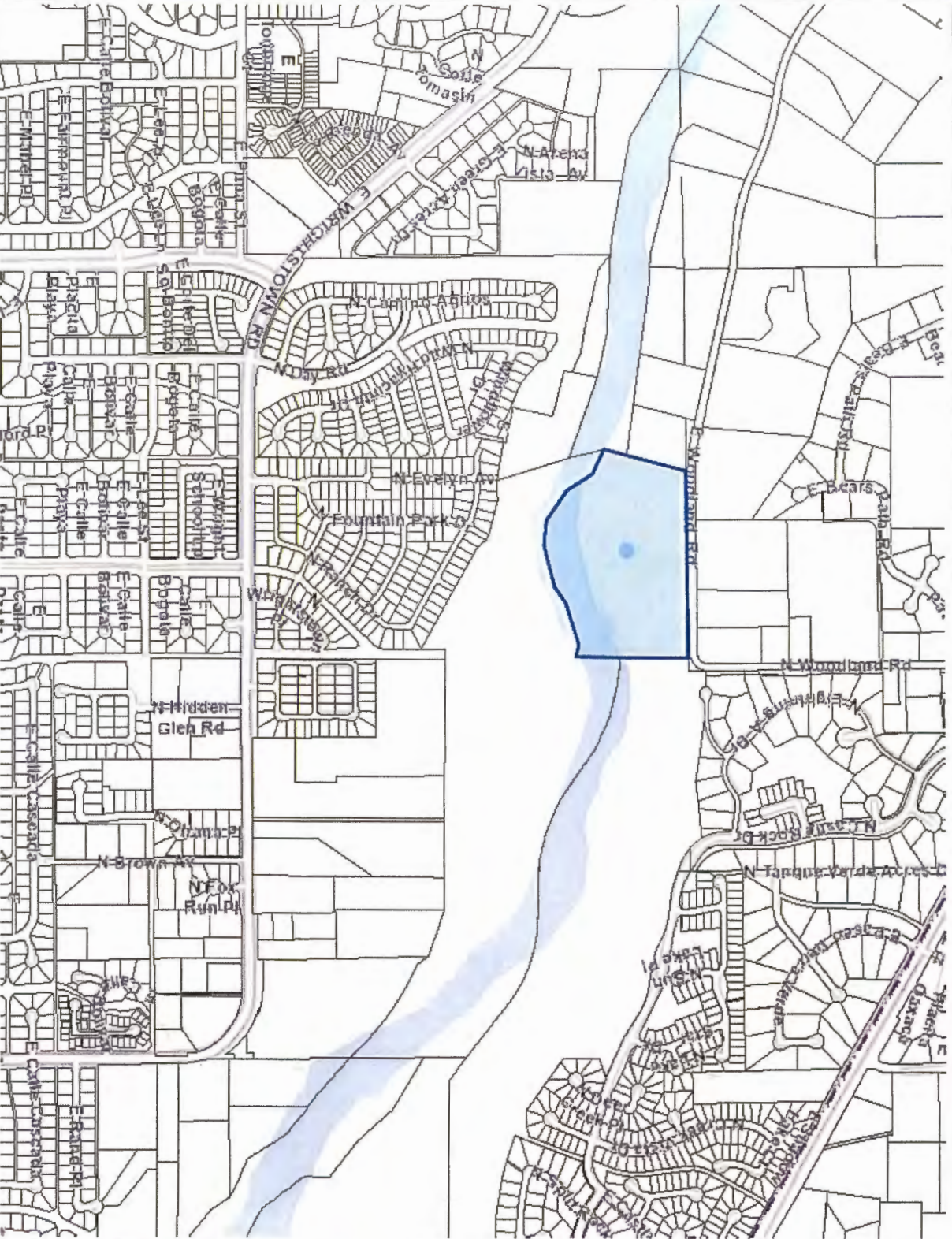
THENCE North 58 degrees 20 minutes 00 seconds West, 96.00 feet;

THENCE North 55 degrees 00 minutes 00 seconds, 77.37 feet to the terminus of said boundary line.

EXHIBIT "A-1"

8920 E Woodland

Legend
☐ Parcels



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map are subject to Pima County's ITD GIS disclaimer and use restrictions.



Notes: 114-50-030A

11/6/2018

Stories from the Saddle:

US Army Combat Veteran

TROT has given me a sense of hope when I felt all was lost. After trying and falling short with conventional treatment methods for PTSD, I desperately searched for alternative treatment options and found TROT. Going into therapy I had no expectations, but quickly realized the power that this therapy can possess. I was able to let my guard down and open up to connect with the horses in a way that I have never experienced in any other therapy setting. -Veteran

"It was when she rode a horse for the first time that she understood how her body was supposed to move and she began pulling her prosthetic leg though to learn to walk." -TROT parent

Maycee's Story

I can attest that TROT is a magical program. It is an environment that has a peaceful and calming effect. Maycee's anxiety has decreased. She is sitting up on Skittles and looking around and labeling the flag, other horses and vehicles. She is identifying letters and pictures and her mood is lighthearted. - Maycee's Mom

Contact Us:



8920 E Woodland Rd

520-749-2360

info@TrotArizona.org

TrotArizona.org



Therapeutic Riding of Tucson



CHANGING LIVES, ONE STRIDE AT A TIME!

Who We Are:

Mission

The mission of TROT is to enrich the lives of people with special needs using equine assisted activities and therapies to improve physical, mental, social, and emotional well-being.

- Recognize each individual's abilities and foster achievement
- Provide educational, recreational and vocational opportunities
- Provide direct therapy services by licensed medical professionals

History

Founded in 1974, TROT is distinguished as a Premier Accredited Center by PATH International (Professional Association of Therapeutic Horsemanship); only 15% of 850 PATH centers in North America have achieved this level of accreditation. TROT is the only PATH Premier certified center in the Tucson area.

Services

The majority of clients TROT serves are children and adults with disabilities ranging from cerebral palsy, developmental delays, Down syndrome, traumatic brain injury, multiple sclerosis, muscular dystrophy, hearing/vision impairments, and autism. More than 80% of clients are school aged children. TROT assists riders without the means to pay for services, in fact no individual who needs our program is ever turned away due to lack of funds. Veterans served in the *Heroes on Horses* come at no cost to them or their families.



The Pillars of TROT:

Therapeutic Riding



Therapeutic Riding sets several different goals for the riders including physical goals to improve muscular strength and control, balance, posture, coordination and language skills. Goals for emotional well-being include development of trust and confidence, willingness to try new things and improved interaction.

Equine Facilitated Psychotherapy (EFP)



EFP is a powerful and effective therapeutic approach. This form of outpatient counseling is especially useful for people who don't respond to talk therapies. It has been clinically proven to be effective in addressing a variety of mental health and human development needs including behavioral issues, attention deficit disorder, PTSD, substance abuse, eating disorders, depression, anxiety, and relationship problems.

Heroes on Horses



Heroes on Horses serves both male and female veterans of all ages with disabilities such as spinal cord injury, amputated limbs, traumatic brain injury and/or PTSD. Veterans are able to improve their strength, balance, thought process and communication skills.