



Contract Number: CT-CD-12*352-03
 Effective Date : 2-28-14
 Term Date : 2-28-15
 Cost : (30,617.39)
 Revenue : _____
 Total : _____ NTE: _____
 Action
 Renewal By : _____
 Term : 12-1-14
 Reviewed by: JA 2-28-15

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: June 17, 2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Authorization of contract CT-CD 1200000000000000352 between The City of Tucson and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract Amendment to modify the Article's and extend the contract to 2/28/2015.

CONTRACT NUMBER (If applicable): CT 12*352

STAFF RECOMMENDATION(S):

Staff recommends approval by the Board of Supervisors

CORPORATE HEADQUARTERS: Tucson, Arizona

Ver. 19
 Vendor: 1
 Pgs. 5

To: CoB - 6-4-14
 Agenda - 6-17-14
 (3)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: 0.00 and/or REVENUE TO PIMA COUNTY: \$

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

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1		2		3		4		5		All	XX
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IMPACT:

IF APPROVED:

Authorization of contract CT-CD 1200000000000000352 between The City of Tucson and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract Amendment to modify the Article's and extend the contract to 2/28/2015.

IF DENIED:

Authorization of contract CT-CD 1200000000000000352 between The City of Tucson and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract Amendment to modify the Article's and extend the contract to 2/28/2015.

DEPARTMENT NAME: Community Development and Neighborhood Conservation

CONTACT PERSON: Gary Bachman TELEPHONE NO.: 243-6673

**PIMA COUNTY COMMUNITY DEVELOPMENT AND
NEIGHBORHOOD CONSERVATION DEPARTMENT**

PROJECT: NSP2 Consortium Funding Agreement

CONTRACTOR: City of Tucson

CONTRACT NO: 11-70-T-142836-0410/12*352

CONTRACT AMENDMENT NO: Three (3)

CONTRACT

NO. CT-CD - 1200000000000000352

AMENDMENT NO. 03

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

ORIG CONTRACT TERM: 4/2/2010 to 2/28/2013

TERMINATION DATE PRIOR AMENDS: 2/28/2014

TERMINATION THIS AGREEMENT: 2/28/2015

ORIG CONTRACT AMOUNT: \$4,200,000.00

AMOUNT PRIOR AMENDS: \$ 620,207.00

THIS AMENDMENT: <\$ 30,617.39>

REVISED AMOUNT: \$4,789,589.61

NSP2 CONSORTIUM FUNDING AGREEMENT AMENDMENT

WHEREAS, pursuant to a Consortium Agreement executed by a consortium of nine members, Pima County ("County") as lead member of the consortium, was awarded \$22,165,000.00 in Neighborhood Stabilization 2 ("NSP2") grant funds for the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, a portion of the NSP2 funds were distributed to the City of Tucson ("Subgrantee") for certain NSP activities; and

WHEREAS, the amended termination date contemplated that grant activities would be completed on or before February 28, 2014; and

WHEREAS, guidance regarding NSP2 requirements continues to be provided by HUD; and

WHEREAS, based on this guidance from HUD, both County and Subgrantee will have responsibilities that extend beyond the current termination date; and

WHEREAS, Article IV, Paragraph B requires the extension of the Agreement "to cover any additional time period during which Subgrantee remains in control of NSP2 funds or other NSP2 assets, including program income"; and

WHEREAS, Subgrantee remains in control of NSP2 funds and/or assets; and

WHEREAS, County finds it prudent to continue to control the distribution and use of program income generated by NSP2 projects to further the goals of NSP2 in Pima County.

NOW, THEREFORE, the Parties agree as follows:

IV. **ARTICLE VII – REPORTING**, *is amended as follows:*

A. **Paragraph E** *is deleted in its entirety and replaced with the following:*

E. **Additional reports and data elements.** Subgrantee shall provide all additional reports or additional data elements as requested by County or as required by HUD so long as Subgrantee receives program income from the NSP2-funded properties or until notified by County that reports are no longer required.

B. **Paragraph F** *is added to read:*

F. From and after February 28, 2014, Subgrantee is not required to produce the reports set forth in Paragraph B, C and D above.

V. **Exhibit A – SCOPE OF WORK**, *is amended as follows:*

A. **Subparagraph B(9)**, *the introductory paragraph is deleted in its entirety and replaced with the following:*

9. Annual Report. In addition to the monthly reports required through February 28, 2014, Subgrantee shall submit, and shall require PCCLT to submit, annual reports to County on April 1 of each year, unless a different date is agreed upon in writing. The annual report shall include, at a minimum, the following information:

B. **Subparagraph B(10)** *is added as follows:*

10. **Additional Reports and Data elements.** Subgrantee shall provide all additional reports or additional data elements as requested by County or as required by HUD for Grant Close-Out and for other purposes associated with the NSP2 grant funds provided pursuant to this Agreement.

VI. **Section C – Budget**, *is amended as follows:*

A. **Table 1 – Acquisition/Rehabilitation** *is deleted and replaced with the following:*

ITEM	AMOUNT (\$) ALLOCATED	AMOUNT (\$) DISPERSED
Acquisition 120% AMI – Resale	2,106,898.00	2,818,062.97
Rehabilitation 120% AMI	733,400.00	
Acquisition 50% AMI – Rental	1,085,380.00	1,450,236.08
Rehabilitation 50% AMI	363,660.00	
TOTAL	4,289,338.00	4,268,299.05

B. **Table 2 – Demolition** is deleted and replaced with the following:

ITEM	AMOUNT (\$) ALLOCATED	AMOUNT (\$) DISPERSED
Demolition costs	220,662.00	217,701.72
TOTAL	220,662.00	217,701.72

C. **Table 3 – Administration** is deleted and replaced with the following:

ITEM	AMOUNT (\$) ALLOCATED	AMOUNT (\$) DISPERSED
Salaries	217,747.50	217,747.50
Fringes	86,709.50	80,091.34
Acquisition Related	1,500.00	1,500.00
Real Property Fees	3,200.00	3,200.00
Office Supplies	1,050.00	1,050.00
TOTAL	310,207.00	303,588.84

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D. **Table 4 – Summary** deleted and replaced with the following:

ITEM	AMOUNT (\$) ALLOCATED	AMOUNT (\$) DISPERSED
A&R 120% AMI	2,840,298.00	2,818,062.91
A&R 50% AMI	1,449,040.00	1,450,236.08
Demolition	220,662.00	217,701.72
Administrative	310,207.00	303,588.84
TOTAL BUDGET	4,820,207.00	4,789,589.61

The effective date of this Amendment shall be **February 28, 2014**.

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

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below. **THIS AMENDMENT TO THE AGREEMENT MAY BE SIGNED IN COUNTERPARTS.**

PIMA COUNTY:

Chair, Board of Supervisors Date

ATTEST:

Clerk of the Board Date

APPROVED AS TO CONTENT:

Margaret Tr. Kue 03/04/2014
Margaret Tr. Kue, Department Head Date

APPROVED AS TO FORM:

Karen S. Friar
Karen S. Friar, Deputy County Attorney

SUBGRANTEE:

[Signature] 5/6/14
Mayor, City of Tucson Date

ATTEST:

[Signature]
City Clerk

APPROVED AS TO CONTENT:

[Signature] 3/11/14
Department Head Date

APPROVED AS TO FORM:

[Signature] 4.15.14
City Attorney