

BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 5/1/2018

Award Contract Grant

or Procurement Director Award

Contractor/Vendor Name/Grantor: Southern Arizona AIDS Foundation
(DBA):

Project Title/Description:

Southern Arizona AIDS Foundation: Affordable Housing Expansion and Rehabilitation for People Living with HIV/AIDS ("the facility improvements")

Confidential Location

The original contract CT-CD-17-377 may be found in eContracts with the search criteria of 17%377.

Purpose:

Complete roofing and security public facility improvements at a 20-unit supportive affordable housing apartment complex that serves special populations. This amendment will remove a facility from the contract, and will extend the term through April 30, 2019

Procurement Method:

Funding Agreement per Board of Supervisors Policy E 36.1, Solicitation number CDNC-12-18-14-CDBG-ESG & CDNC-10-30-15-CDBG-ESG

Attachments: Contract CT-CD-17-0377, Amendment 1

Program Goals/Predicted Outcomes:

Goal: Create suitable, safe and healthy living environments for household living with HIV/AIDS.

Predicted outcome: Permanent supportive affordable housing units will be more energy efficient, safe, healthy and less expensive to operate for the residents and Subrecipients.

Public Benefit:

The facility improvements will meet the U.S. Department of Housing and Urban Development ("HUD"), Community Development Block Grant ("CDBG") National Objective by serving low to moderate income persons by completing needed public facility improvements.

Metrics Available to Measure Performance:

Twenty (20) permanent supportive affordable housing units will have improved safety, energy efficiency for the benefit of the resident households affected by HIV/AIDS.

Retroactive:

Yes to May 1, 2018

APR 20 18 AM 12:00 PM
KOFD
BK

To: COB- 4.25.18
Pgs - 10
(1) Addendum

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): _____

Funding from General Fund: Yes No If Yes, \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

Is the Contract to a vendor or subrecipient? Subrecipient Vendor

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: CT Department Code: CD Contract Number (i.e.,15-123): 17-0377

Amendment No.: 1 AMS Version No.: 3

Effective Date: 5/1/2018 New Termination Date: 4/30/2019

Prior Contract No. (Synergen/AMS) CT 17-0377

Expense or Revenue Increase Decrease Amount This Amendment: \$ 0.00

Is there revenue included? Yes No If yes, \$ _____

U.S. Department of Housing and Urban Development (HUD), Community Development

Funding Source(s): Block Grant (CDBG)

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 # _____

Match Amount: _____ Revenue Amount: \$ _____

All funding Source(s) _____

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: Dewey Cooper, Contract Specialist 4-2772 / Joel Gastelum, Program Manager 724-6750

Department: Community Development & Neighborhood Conservation Telephone: 724-6750

Department Director Signature/Date: [Signature] for MARGARET M. KISH

Deputy County Administrator Signature/Date: [Signature] 4-19-18

County Administrator Signature/Date: [Signature] 4/19/18

(Required for Board Agenda/Addendum Items)

PIMA COUNTY COMMUNITY DEVELOPMENT AND NEIGHBORHOOD CONSERVATION DEPARTMENT

Program Name: *Affordable Housing Expansion & Rehabilitation for People Living with HIV/AIDS -- A HUD CDBG Public Facilities Activity ("LMC")*

Subrecipient: Southern Arizona AIDS Foundation
375 S. Euclid Avenue
Tucson, AZ 85719

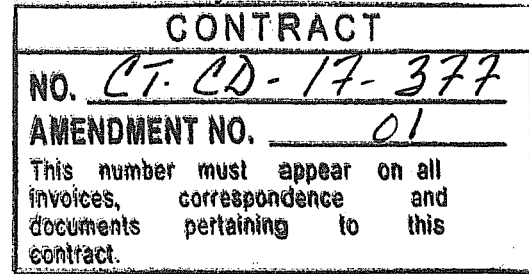
DUNS No.: 197335730

Funding: U.S. Department of Housing & Urban Development
Community Development Block Grant

Contract No.: CT-CD-17*377

Federal Contract No.: B-15-UC-04-0502 & B-16-UC-04-0502

Amendment No.: One (1)



CFDA	Program Description	Nation Funding	Pima County Award
14.218	Community Development Block Grant/Entitlement Communities (CDBG)	FY15 \$2,095,100,000.00	\$2,592,446.00
14.218	Community Development Block Grant/Entitlement Communities (CDBG)	FY16 \$3,014,354,773.97	\$2,613,490.00

Original Contract Term:	5/1/17 – 4/30/18	Contract Amount:	\$145,873.00
Termination date prior amends:	4/30/18	Amount prior amendments:	-0-
Termination date this amend:	4/30/19	Amount this amendment:	-0-
		TOTAL contract amount:	\$145,873.00

Pima County (“County”), a body politic and corporate of the State of Arizona, and Southern Arizona AIDS Foundation (“Subrecipient”), a non-profit corporation in the State of Arizona, entered into the above-referenced Agreement.

AMENDMENT NO. ONE (1)

RECITALS

- A. County appropriated \$145,873.00 of the County’s award of FY 2015-2016 and FY 2016-2017 Community Development Block Grant ("CDBG") funds for Roofing and HVAC facility improvements at two apartment complexes, owned and operated by Subrecipient (“the facility improvements”).
- B. Pursuant to CDBG regulations and the terms of the Agreement, Subrecipient followed the Federal procurement process for necessary services.
- C. Based on the bids Subrecipient received, the allocated amount is insufficient to fund facility improvements at both apartment complexes.
- D. The BOS finds and agrees that it is appropriate, and in the best interests of the residents of Pima County, to modify the Scope to improve only the 20-unit apartment complex.

- E. Additionally, the length of the procurement process caused a delay which will not allow the facility improvements to be completed within the initial term of the agreement.
- F. Extending the term by one (1) additional year and amending the scope to require facility improvements at only one (1) apartment complex will allow Subrecipient to complete Project.

NOW THEREFORE, County and Subrecipient, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

1.0 SECTION 1.0 – TERM AND EXTENSIONS, is amended as follows:

1.1 Paragraph 1.1, is amended to change the termination date:

FROM: April 30, 2018

TO: April 30, 2019

1.2 Paragraph 1.2, is amended to delete first sentence and replace it with the following:

This Agreement may not be renewed.

2.0 SECTION 4.0 – COMPENSATION AND PAYMENT, **paragraph 4.15** is deleted in its entirety and replaced with the following:

4.15 Changes between budget line items may only be made as follows:

4.15.1 A written request for the line item change must be submitted at least six (6) weeks prior to the termination date of the Agreement. The written request must contain all of the following:

4.15.1.1 A detailed explanation of the need for the change;

4.15.1.2 Proof that the requested change will not change the specified purpose, the metrics, or the outcomes of this Agreement; and

4.15.1.3 Proof that the proposed increase is offset by a decrease of equal value to the remaining line items.

4.15.2 Changes to line items will only be considered for future expenditures, not for expenditures already incurred by Subrecipient that were not part of the approved budget.

4.15.3 Changes that do not increase or decrease the total budget amount may be granted by and at the sole discretion of the Director of Community Development and Neighborhood Conservation or designee. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or designee.**

4.15.4 Changes that increase or decrease the total budget amount or that change the Scope of the Agreement in any way will require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the amendment is fully executed by both parties.**

3.0 SECTION 6.0 – INSURANCE – Paragraph 6.2.1 is deleted in its entirety and replaced with the following:

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.

4.0 SECTION 27.0 – PUBLIC INFORMATION –, is amended to add **paragraph 27.2.4** to read:

County will release the records ten (10) business days after the date of notice provided pursuant to paragraph 27.2.2, unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.

5.0 EXHIBIT A – SCOPE OF WORK. Except as set forth with specificity below, the provisions of Exhibit A remain in full force and effect:

5.1 Section 1 – Project Title and Locations, Primary Location(s) is amended to delete Location A.

5.2 Section 3 – Project Activities, is amended as follows:

5.2.1 Paragraph 3.2 is deleted in its entirety. The remaining paragraphs are renumbered to conform.

5.2.2 Former **paragraph 3.6.2** (conforming number **paragraph 3.4.2** is deleted in its entirety and replaced with the following:

Subrecipient shall execute one (1) Deed of Trust contained in Exhibit C-3 in the amount of \$145,873.00 to secure performance under this Agreement. The executed Deed of Trust is incorporated into and made a part of this Agreement, as if set forth in full herein.

5.3 Section 6 – Metrics available to measure performance is amended to decrease the number of supportive affordable housing units:

FROM: 32

TO: 20

5.4 Section 8 – Budget is deleted in its entirety and replaced with the following:

CDBG Funded Activities	Budget
Architecture/Engineering	\$6,500.00
Roof Replacement	\$137,873.00
Exterior Security Lighting	\$1,500.00
Total	\$145,873.00

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

6.0 Exhibits C-1 and C-2 are deleted and replaced with the attached Exhibit C-3.

All other provisions of this Agreement, not specifically changed by this amendment, will remain in effect and be binding upon the parties.

PIMA COUNTY

SUBRECIPIENT

Chairman, Board of Supervisors

Wendell Hicks
Signature

Date: _____

Wendell Hicks
Printed name and title

ATTEST:

Date: 04/18/2018

Clerk of the Board

Date: _____

APPROVED AS TO CONTENT:

Margaret M. Kull 04/19/2018
Director, Community Development
and Neighborhood Conservation

APPROVED AS TO FORM:

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

EXHIBIT C-3

When recorded, return to:

Pima County Community Development and Neighborhood Conservation Department
2797 E. Ajo Way, 3rd Fl.
Tucson, Arizona 85713

PERFORMANCE DEED OF TRUST

DATE: _____, 2018

TRUSTOR: Southern Arizona AIDS Foundation, a non-profit corporation registered to do business in the State of Arizona, whose mailing address is:

375 S. Euclid Avenue
TUCSON, AZ 85719-6644

TRUSTEE: **Lawyers Title of Arizona, Inc.**, whose mailing address is: 450 W. Redondo, Tucson, AZ 85701

BENEFICIARY: Pima County, a political subdivision of the State of Arizona, whose mailing address is:

Pima County Community Development & Neighborhood Conservation
Attention Pima County CDBG Program
2797 E. Ajo Way, 3rd Floor
Tucson, Arizona 85713

TRUST PROPERTY: Property situated in Pima County, Arizona, described as follows:

1. **Parties.** This Deed of Trust entered into by and among the Trustor, Trustee and Beneficiary.
2. **Grant of Property.** Trustor hereby irrevocably grants, conveys, transfers and assigns to the Trustee in Trust, with Power of Sale, the Property, together with leases, issues, profits, or income therefrom (all of which are "*Property Income*"), subject to:
 - 2.1. the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such Property Income, and
 - 2.2. current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.
3. **Security.** The grant pursuant to paragraph 1 above is for the purpose of securing all of the following:
 - 3.1. Performance of the terms of the Pima County CDBG Program funding contract, Pima County Contract No. CT-CD-17*377, between Beneficiary and Trustor (the "*Grant Agreement*");
 - 3.2. CDBG funds in the amount of **\$145,873.00** (the "*County Contribution*"), provided that the parties hereto acknowledge and agree Trustor has no obligation to repay the *County Contribution* to Beneficiary, except as provided in the *Grant Agreement* and this Performance Deed of Trust; and
 - 3.3. Trustor's obligation pursuant to Exhibit A – Scope of Work, paragraph 3.2 of the *Grant Agreement* as amended to retain title to and operate the property as a facility to provide services for low-to-moderate income persons for a period of five (5) years following the completion of the facility improvements set forth in the *Grant Agreement*.
4. **Obligations of Trustor to Protect Security.** To protect the security of this Performance Deed of Trust, Trustor agrees:
 - 4.1. to keep the Property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any action upon the Property in violation of law; and to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general;
 - 4.2. to provide, maintain, and deliver to Beneficiary fire and other property insurance satisfactory to and with loss payable to Beneficiary. Beneficiary may apply any amounts collected under any fire or other insurance policy to any indebtedness secured hereby and in such order as Beneficiary may determine, or at the sole option of Beneficiary all or any portion of the amount so collected may be released to Trustor. Such application or release does not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice;
 - 4.3. to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorney's fees and costs in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust;
 - 4.4. to pay, before delinquent, all taxes and assessments affecting the Property, all encumbrances, charges, and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust, including, without limiting the generality of the foregoing, the fees

of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

- 4.5. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of this Trust, to collect the Property Income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such Property Income as it becomes due and payable. Upon any such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect such Property Income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees and costs, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such Property Income, and the application thereof as aforesaid, does not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

5. Right of Beneficiary or Trustee to Protect Security.

- 5.1. Should Trustor fail to make any payment or to do any action herein provided, Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may believe necessary to protect the security hereof. Beneficiary or Trustee are authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay reasonable attorney's fees and costs.
- 5.2. Trustor shall pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the legal rate. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by this Performance Deed of Trust and a lien on said premises or immediately due and payable at option of Beneficiary or Trustee.

6. Repayment of County Contribution. Trustor agrees that the *County Contribution* shall become immediately due and payable to County, only upon the occurrence of any of the following events ("*Event of Repayment*"):

- 6.1. a breach of the *Grant Agreement* upon the expiration of thirty (30) days after County shall deliver to Trustor a notice of repayment or such longer period of time as shall be reasonable under the circumstances, provided that Trustor shall commence the cure within such thirty (30) day period and thereafter diligently proceed to complete such cure ("*Cure Period*"); or
- 6.2. in the event that Trustor sells, contracts to sell, gives an option to purchase, conveys, transfers or alienates the Property, or suffers its title to, or any interest in the Property to be divested, whether voluntarily or involuntarily; or
- 6.3. the commencement of a sale of the Property by a senior lienholder, either by Trustee's sale or by judicial foreclosure.

7. Right to Sell Property.

- 7.1. Upon the occurrence of an *Event of Repayment*, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature

thereof, and of election to cause to be sold the Property under this Performance Deed of Trust. Beneficiary also shall deposit with Trustee this Performance Deed of Trust.

- 7.2. Trustee shall record and give notice of Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, subject to the statutory rights of reinstatement, the Trustee shall sell, in the manner required by law, the Property at public auction at the time and place fixed by it in said notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee, or Beneficiary, may purchase at such sale.
- 7.3. After deducting all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees, Trustee shall apply the proceeds of sale to payment of all sums then secured hereby and all other sums due under the terms hereof, including the **County Contribution**, with accrued interest; and the remainder, if any, to the person or persons legally entitled thereto, or as provided in A.R.S. § 33-812. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder.
8. **Injunctive Relief.** Trustor agrees that in the event of a breach or threatened breach of the **Grant Agreement**, Beneficiary or Trustee may seek to enforce such obligations and may have no adequate remedy in money damages and, accordingly, shall be entitled to an injunction against such breach or threatened breach, and Trustor hereby consents to an order permanently enjoining Trustor from violating the **Grant Agreement** during the term of this Performance Deed of Trust. However, no specification in this Deed of Trust of a specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of a provision of this Performance Deed of Trust.
9. **Miscellaneous.**
 - 9.1. **Successor Trustee.** Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.
 - 9.2. **Binding Agreement.** This Performance Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. In this Performance Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
 - 9.3. **Duties of Trustee.** That Trustee accepts this Trust when this Performance Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
 - 9.3.1. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.
 - 9.3.2. Any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note(s) for endorsement, and without liability therefor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the Property affected by the Trustee's action be credited on the indebtedness, the Trustee may:
 - 9.3.2.1. release and reconvey all or any part of the Property;

- 9.3.2.2. consent to the making and recording, or either, of any map or plat of the Property or any part thereof;
 - 9.3.2.3. join in granting any easement thereon; or
 - 9.3.2.4. join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge hereof.
- 9.3.3. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note(s) to Trustee for cancellation, and upon payment of its fees, Trustee will release and reconvey, without covenant or warranty, express or implied, the Property then held hereunder. The recitals in such reconveyance of any matters or facts are conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as “the person or persons legally entitled thereto.”
- 9.4. Request for Notice by Trustor. Trustor(s) request that a copy of any notice of Trustee’s sale hereunder be mailed to each Trustor at its address hereinbefore set forth.
- 9.5. Notices. All notices to be delivered under this Performance Deed of Trust shall be by first class mail, registered mail or certified mail, postage prepaid, and delivered to the addresses set forth in this Performance Deed of Trust, unless written notice of a change of address has been delivered.
- 9.6. Eminent Domain. That any award of damages in connection with any direct or indirect exercise of governmental police power or eminent domain, or for injury to the Property by reason of public use, or for damages for private trespass or injury thereto, is assigned and will be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefor and the ownership thereof subject to this Deed of Trust). Upon receipt of such moneys Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- 9.7. Time of the Essence. That time is of the essence of this Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

SIGNATURES ON FOLLOWING PAGE

TRUSTOR: Southern Arizona AIDS Foundation, an Arizona non-profit corporation

By: Wendell Hicks Wendell Hicks

Title: Executive Director

State of Arizona)

) ss.

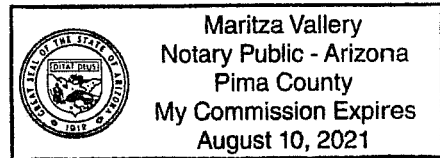
County of Pima)

This instrument was acknowledged before me this 18th day of April, 2018, by, _____

Maritza Vallery as Public Notary of Southern Arizona AIDS Foundation, an Arizona non-profit corporation.

Maritza Vallery Notary Public

My commission will expire: August 10, 2021



APPROVED BY:

[Signature]

Director, Pima County Community Development & Neighborhood Conservation Department

Date: 4/25/2018