



Contract Number: CT-CD. 14 * 409-01
 Effective Date: 10-21-14
 Term Date: 4-30-15
 Cost: \$135,075.-
 Revenue: _____
 Total: _____ NTE: _____
 Action
 Renewal By: _____
 Term: 2-1-15
 Reviewed by: [Signature] 4-30-15

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: October 21, 2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Authorization of contract CT-CD 1400000000000000409 between Catholic Community Services of Southern Arizona dba Pio Decimo Center and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract Amendment award of \$135,075.00 for Transitional Housing expenses covered by the grant made available from additional HUD funds.

CONTRACT NUMBER (If applicable): CD 1400000000000000409

STAFF RECOMMENDATION(S):

Staff recommends approval by the Board of Supervisors

CORPORATE HEADQUARTERS: Tucson, Arizona

Ver. 3
 Vendor - 1
 Pgs. 8
 To: CoB. 10-8-14
 Agenda - 10-21-14
 (2)

OCT 08 14 AM 11:09 PC CLK OF BD

Procure Dept 09/30/14 PM 01:41

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: 135,075.00 and/or REVENUE TO PIMA COUNTY: \$

FUNDING SOURCE(S): CDBG/Federal - 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	X	All	
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IMPACT:

IF APPROVED:

County shall authorize contract CT-CD 1400000000000000409 between Catholic Community Services of Southern Arizona dba Pio Decimo Center and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract Amendment award of \$135,075.00 for Transitional Housing expenses covered by the grant made available from additional HUD funds.

IF DENIED:

County shall not authorize contract CT-CD 1400000000000000409 between Catholic Community Services of Southern Arizona dba Pio Decimo Center and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract Amendment award of \$135,075.00 for Transitional Housing expenses covered by the grant made available from additional HUD funds.

DEPARTMENT NAME: Community Development and Neighborhood Conservation

CONTACT PERSON: Gloria Soto TELEPHONE NO.: 724-3751

**PIMA COUNTY COMMUNITY DEVELOPMENT AND NEIGHBORHOOD CONSERVATION DEPARTMENT
GRANT AGREEMENT AMENDMENT NUMBER 1**

PROJECT NAME: Pio Decimo Transitional Housing

CONTRACTOR: Catholic Community Services So. AZ. Inc.
dba Pio Decimo Center
848 S. 7th Avenue
Tucson, AZ. 85701

Contract Number: 14000000000000000409 (14*409)

FUNDING: CDBG GRANT

DISTRICT NO.: 5

CONTRACT
NO. <u>CT-CD-1400000000000000409</u>
AMENDMENT NO. <u>01</u>
This number must appear on all invoices, correspondence and documents pertaining to this contract.

ORG. CONTRACT TERM: 05/01/14 to 04/30/15
TERMINATION DATE PRIOR AMENDS: N/A
TERMINATION DATE THIS AMEND: 04/30/15

CONTRACT AMOUNT: \$ 94,925.00
AMOUNT PRIOR AMENDMENTS: -0-
AMOUNT THIS AMENDMENT: \$135,075.00
REVISED CONTRACT AMOUNT: \$230,000.00

GRANT AGREEMENT AMENDMENT

This Amendment to the Grant Agreement specified above is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("COUNTY") and Catholic Community Services of Southern Arizona, Inc. dba Pio Decimo Center, an Arizona non-profit corporation ("SUBGRANTEE").

RECITALS

WHEREAS, COUNTY has, for many years, annually received Community Development Block Grant ("CDBG") funds from the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, pursuant to solicitation no. CDNC-10-04-13-CDBG Safe, Healthy and Green Environments for Transitional and Shelter Housing, SUBGRANTEE qualified for and was allocated Federal Year 2013-2014 CDBG funds for building improvements at Pio Decimo Transitional Housing's Byas Apartments and Casitas Apartments ("the Facilities"); and

WHEREAS, the original allocation of CDBG funds was, after thorough inspection and analysis of the Facilities and design completion, determined to be insufficient to ensure that the Facilities are brought to appropriate safe, healthy and green standards; and

WHEREAS, HUD requires COUNTY to reprogram or recapture CDBG funds from non-performing, canceled, or completed projects and utilize such funds for additional or existing CDBG-eligible activities; and

WHEREAS, the reprogrammed or recaptured CDBG funds must be expended within an HUD-established timeframe; and

WHEREAS, COUNTY has recaptured \$85,075.00 in CDBG funds from the Federal Year 2012-2013 Home Repair Program and the Federal Year 2013-2014 Safe, Healthy and Green Environments for Transitional and Shelter Housing Program; and

WHEREAS, COUNTY will reprogram \$50,000.00 in CDBG funds awarded to SUBGRANTEE from a Federal Year 2010-2011 SUBGRANTEE activity; and

WHEREAS, COUNTY finds it appropriate use the \$135,075.00 of recaptured and reprogrammed funds to improve the Facilities to the appropriate standards; and

WHEREAS, as directed by HUD, COUNTY will modify or amend the 2010-2011, 2012-2013 and 2013-2014 Annual Action Plans as necessary, after the execution of this Grant Amendment.

NOW, THEREFORE, the Parties agree to amend the Grant Agreement as follows:

A. Article II – SCOPE, Paragraph B, is amended as follows:

1. Paragraph B(1), the first sentence is deleted in its entirety and replaced with the following:

In accordance with the terms of the 2010-2011, 2012-2013 and 2013-2014 Annual Action Plans (collectively "Plan" or "Plans") approved by HUD, COUNTY will use the CDBG funds originally allocated and available reprogrammed and recaptured CDBG funds to complete building improvements at the Facilities.

2. Subparagraph B(2)(I), is deleted in its entirety and replaced with the following:

- I. Retain title to and operate the Facilities as transitional housing that serves low- and moderate-income residents for a period of five (5) years following the completion of the improvements made pursuant to this Grant Agreement. This provision shall survive the termination of this Grant Agreement. The following conditions apply to secure such retention and use:
 - i. In the event SUBGRANTEE fails to adhere to this provision, SUBGRANTEE shall be required to reimburse COUNTY for the costs of the work done under the Grant Agreement, as amended, up to \$230,000.00
 - ii. SUBGRANTEE shall execute the Deed of Trust attached as **Exhibit C** to the Grant Agreement in the amount of \$94,925.00 to secure retention and use as set forth above. The executed Deed of Trust is incorporated into and made a part of this Grant Agreement as if set forth in full herein.
 - iii. SUBGRANTEE shall execute the Deed of Trust attached to this Amendment as **Exhibit A** in the amount of \$135,075.00 to further secure retention and use as set forth above. The executed Deed of Trust is incorporated into and made a part of this Grant Agreement as if set forth in full herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

B. Article III – COMPENSATION AND PAYMENT, Paragraph A, is amended to change the amount of CDBG funds allocated:

FROM: \$94,925.00
TO: \$230,000.00

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

This amendment shall be effective on the last date of execution by the Chairman, Board of Supervisors, provided that it has been previously executed by the SUBGRANTEE.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and do hereby agree to carry out the terms of this Amendment and of the original IGA cited herein.

Pima County

Catholic Community Services Of Southern Arizona, Inc. dba Pio Decimo Center

Chair, Board of Supervisors,

Marguerite D. Harmon, CEO
Name and Title

DATE: _____

DATE: 9-26-2014

ATTEST:

Clerk of the Board

Date: _____

REVIEWED BY:

Margaret M. Kuhl 09/23/2014
Director, Community Development and
Neighborhood Conservation Department

APPROVED AS TO FORM:

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

EXHIBIT A

When recorded, return to:

Pima County Community Development and Neighborhood Conservation
801 W. Congress St.
Tucson, AZ 85745

DEED OF TRUST AND ASSIGNMENT OF RENTS

Facility Improvements

DATE: _____, 2014

TRUSTOR: Catholic Community Services of Southern Arizona, Inc. dba Pio Decimo Center, an Arizona non-profit corporation whose mailing address is:

848 S. 7th Avenue
Tucson, AZ. 85701

TRUSTEE: **Lawyers Title of Arizona, Inc.**, an Arizona Corporation 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: Properties situated in Pima County, Arizona, described as follows:

Property 1: TUCSON LOTS 5, 8, 9 & 12 BLK 133
Property 2: TUCSON E2 LOT 1 & E2 LOT 4 EXC S30' THEREOF BLK 163

Together with all buildings, improvements and fixtures thereon or hereafter erected thereon.

Street addresses, if any, or identifiable location of these properties:

Property 1: 825 S. Rubio
Tucson, Arizona
Tax Parcel ID No. 117-08-1150

Property 2: 1104 S. 8th Avenue
Tucson, Arizona 85705
Tax Parcel ID No. 117-09-116A

This Deed of Trust is made on the above date, by and between and among the Trustor, Trustee and Beneficiary above named.

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 hereinafter called "**Property Income**"):

SUBJECT, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such Property Income, and further subject to 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.

FOR THE PURPOSE OF SECURING:

- A. Performance of the terms of the Pima County CDBG Program funding contract, Pima County Contract No. 1400000000000000409, Amendment No. 1, between Beneficiary and Trustor (the "**Grant Agreement Amendment**"), pursuant to which County will provide up to an additional **\$135,075.00** of CDBG funds for the improvement of the Properties to be used as transitional housing. These funds are in addition to the \$94,925.00 of CDBG funds allocated under the original Grant Agreement
- B. Trustor's obligation pursuant to Article II, Subparagraph B(2)(1) of the **Grant Agreement** to retain title to and operate the properties as transitional housing that serves low- and moderate-income residents for a period of five (5) years following the completion of the improvements made pursuant to the Grant Agreement and the Grant Agreement Amendment..

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

- 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.
- 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.
- 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. 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.

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 and recover the same from Trustor.

5. To 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 same rate as is provided for in the note or notes secured by this Deed of Trust or at the legal rate if it secures a contract or contracts other than a promissory note or notes secured by this Deed of Trust. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on the Property or immediately due and payable at option of Beneficiary or Trustee.

6. 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.

7. 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.

8. That at 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: (a) release and reconvey all or any part of the Property; (b) consent to the making and recording, or either, of any map or plat of the Property or any part thereof; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge hereof.

9. That 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".

10. 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.

11. That upon default by Trustor in (a) the payment of any indebtedness secured hereby, (b) the performance of any obligation in the *Grant Agreement*, or (c) in performance of any agreement hereunder, Beneficiary may, after giving written notice of default to Beneficiary and upon Beneficiary's failure to cure such default within ten (10) days of such notice for nonpayment of any amount due or within sixty (60) days of such notice for any other default, declare all sums secured hereunder immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature of the default, and of election to cause the Property to be sold under this Deed of Trust.

Trustee will record and give notice of Trustee's sale in the manner required by law. After the lapse of such time as may then be required by law, subject to the statutory rights of reinstatement, the Trustee will sell, in the manner required by law, the Property at public auction at the time and place stated in the notice of Trustee's 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 will deliver to any purchaser its Deed conveying the Property so sold, but without any covenant or warranty, expressed or implied. Any person, including Trustor, Trustee, or Beneficiary, may purchase the Property at such sale.

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 and costs, Trustee will apply the proceeds of sale to payment of all sums then secured hereby and all other sums due under the terms hereof, 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. In lieu of sale pursuant to the power of sale conferred hereby, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Beneficiary also has all other rights and remedies available hereunder and at law or in equity. All rights and remedies under this Deed of Trust are cumulative.

12. That Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein will, without conveyance from the predecessor Trustee, succeed to all the predecessor Trustee's title, estate, rights, powers, and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor, by registered or certified mail, and by recordation of a Notice of Resignation of Trustee in the Office of the County Recorder in each county in which the Property or some part thereof is situated.

13. That these Deeds of Trust applies to, inures to the benefit of, and binds all parties thereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" means the owner and holder of the promissory note or notes secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

14. That Trustee accepts this Trust when these Deeds of Trust, duly executed and acknowledged, is made a public record as provided by law. 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 is a party unless brought by Trustee.

SIGNATURES ON FOLLOWING PAGE

Trustor requests that a copy of any notice of Trustee's sale hereunder be mailed to Trustor at Trustor's address hereinbefore set forth.

TRUSTOR:

Catholic Community Services of Southern Arizona Inc. dba Pio Decimo Center, an Arizona non-profit corporation.

By: _____

Title: _____

State of Arizona)
) ss.
County of Pima)

This instrument was acknowledged before me this _____ day of _____, 2013, by _____, as _____ of Catholic Community of Southern Arizona Inc. DBA Pio Decimo Center, an Arizona non-profit corporation.

_____ Notary Public

My commission will expire: _____

ACCEPTED AND APPROVED BY:

Director, Pima County Community Development
and Neighborhood Conservation Department