



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

**Requested Board Meeting Date:** 12/15/2015

**or Procurement Director Award**

**Contractor/Vendor Name:** Arivaca Coordinating Council  
**(DBA):**

**Project Title/Description:**

Roof replacement for the Arivaca Human Resource Group, Inc., building located at 17252 West 5th Street, Arivaca, AZ. ("the Project"); a public facility owned and operated by Subrecipient.

**Purpose:**

Remove existing, unsafe roof and replace with engineered structural roofing system, including decking, insulation, weather tight coverings and painting ("facility improvements"). Project was not awarded within the 90 days following the receipt of bids. The prevailing wage calculations now applicable to the Project are higher than at the time the original bids were submitted and the Project had to be rebid.

**Procurement Method:**

Solicitation CDNC-12-18-14-ESG-CDBG

**Program Goals/Predicted Outcomes:**

Goal: To provide a more suitable living environment by improving and increasing the quality of neighborhood public facilities

Predicted outcomes: Improved access and continued availability to food bank and meal distribution activities conducted at public facility for low-to-moderate income persons in the Arivaca.

**Public Benefit:**

Upon completion, the Project will meet the CDBG National Objective to provide public facility improvements that benefit low- to moderate-income individuals and households in the Arivaca Community Development Target Area.

**Metrics Available to Measure Performance:**

At least 200 individuals per year will have improved access and availability to services at the Facility as reported by Subrecipient to HUD.

**Retroactive:**

No

**Original Information**

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

Effective Date: Termination Date: Prior Contract Number (Synergen/CMS):

Expense Amount:  Revenue Amount: \$

Funding Source(s):

Cost to Pima County General Fund:

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

To: COB - 12-2-15 (1)  
Pgs. 8

Procure Dept 12/01/15 PM 01:31

Document Type: Department Code: CD Contract Number (i.e.,15-123): 16000000000000000097

Amendment No.: 01 AMS Version No.: 2

Effective Date: 12-15-15 New Termination Date:

Expense Revenue Increase Decrease Amount This Amendment: \$39,000

Funding Source(s): CDBG

Cost to Pima County General Fund: 0

Contact: Gloria Soto, Program Coordinator

Department: Community Development & Neighborhood Conservation Telephone: 724-3751

Department Director Signature/Date: Margaret M. Kue 11/24/2015

Deputy County Administrator Signature/Date: [Signature] 11/20/2015

County Administrator Signature/Date: C. Delecto 12/1/15  
(Required for Board Agenda/Addendum Items)



- I. County has determined that, even at the higher cost, the Project is in the best interests of the residents of the area.

NOW, THEREFORE, it is agreed as follows:

- A. **2.0 SCOPE OF SERVICES**, paragraph 2.1.7, is deleted and replaced with the following:

Undertake the same obligations to County as County does to HUD pursuant to the 2014-2015 and 2015-2016 Annual Action Plans and assurances. Subrecipient will hold County harmless against any injury that County may suffer with respect to HUD on account of any failure on the part of Subrecipient to fulfill obligations to HUD.

- B. **4.0 COMPENSATION AND PAYMENT**, paragraph 4.1 is amended to increase the Maximum Allocated Amount:

FROM: \$55,000.00

TO: \$94,000.00

- C. **EXHIBIT A -- SCOPE OF WORK**, is amended as follows:

1. Paragraph 3.8.3.2 is amended to increase the amount of the Deed of Trust:

FROM: \$55,000.00

TO: \$94,000.00

2. **8. Budget**, is deleted in its entirety and replaced with the following:

<b>Funded Activities</b>	<b>Budget</b>
Remove and Replace Roof System	\$72,000.00
Insulation	\$10,000.00
Patching, painting, clean-up and miscellaneous	\$12,000.00
<b>Total</b>	<b>\$94,000.00</b>

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C. EXHIBIT B -- PERFORMANCE DEED OF TRUST AND ASSIGNMENT OF RENTS is deleted in its entirety and replaced with the attached EXHIBIT B which secures the allocation of \$94,000.00.

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

This amendment is effective December 15, 2015.

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 Contract cited herein.

PIMA COUNTY

Maria Adams  
Procurement Director

DATE: 11-23-2015

ARIVACA COORDINATING  
COUNCIL HUMAN  
RESOURCE GROUP, INC.

See procurement Director's  
Title: Signature dated

DATE: 11/23/15 DS

REVIEWED BY:

Margaret M. Kue 11/24/2015  
Director, Community Development and  
Neighborhood Conservation Department

PIMA COUNTY  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

Taren K. Foster  
Deputy County Attorney

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

When recorded, return to:

Pima County Community Development and Neighborhood Conservation  
2797 E. Ajo Way, 3<sup>rd</sup> Floor  
Tucson, AZ 85713

**PERFORMANCE DEED OF TRUST AND ASSIGNMENT OF RENTS**

**DATE:** \_\_\_\_\_, 2015

**TRUSTOR:** Arivaca Coordinating Council Human Resource Group Inc., an Arizona corporation whose mailing address is:

P.O. Box 93  
Arivaca AZ 85601

**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, 3<sup>rd</sup> Floor  
Tucson, Arizona 85713

**TRUST PROPERTY:** Property situated in Pima County, Arizona, described as follows (the "Property"):

**ARIVACA REVISED LOTS 21 22 23 BLK 25**

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

The street addresses or identifiable location of the Property is:

17252 W. 5<sup>th</sup> Street  
Arivaca AZ 85601

Pima County Tax Parcel ID Number: 302-29-1570

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. CT 16\*97, between Beneficiary and Trustor (the "*Agreement*"), pursuant to which County will provide up to **\$94,000.00** of CDBG funds for facility improvements.
- B. Trustor's obligation pursuant to Section 2.3.4 of the *Agreement* 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 construction done pursuant to the Agreement.

**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 legal rate. Any amounts so paid by Beneficiary or Trustee shall become a 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 for endorsement, and without liability therefor, and without affecting the personal liability of any person for performance of the obligations secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, 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 the performance required hereby has been discharged, and upon surrender of this Deed of Trust 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 performance of the obligations secured hereby 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 performance 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 performance 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 performance of any obligation in the *Agreement*, or (b) 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 non-performance of any obligation of the Agreement 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 any 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 this Deed 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 Agreement the performance of which is 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 this Deed 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**

