



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 12/15/2015

or Procurement Director Award

Contractor/Vendor

Name: Sunnyside Pointe Development Llc
(DBA):

Project Title/Description:
Sunnyside Point Phase 1 – Amendment #2

Purpose:
Assignment of contract obligations

Procurement Method:
NA-Bond proceeds

Program Goals/Predicted Outcomes:
Assign contract to a new non-profit development corporation and clarify terms of the assignment.

Public Benefit:
Preserve affordability for existing and new homeowners; maintain unsold lots/homes and address security concerns for existing homeowners; and keep new homes affordable to low-income homebuyers.

Metrics Available to Measure Performance:
N/A

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): General Obligation Bond

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

Document Type: CT Department Code: CD Contract Number (i.e., 15-123): 1400000000000000234

Amendment No.: 2 AMS Version No.: 2

Effective Date: 12/15/15 New Termination Date:

Expense Revenue Increase Decrease Amount This Amendment:

To: COB 12-10-15 (1)
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Procure Dept 12/10/15 11:10

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Funding Source(s): Bond Proceeds

Cost to Pima County General Fund: \$ 0

Contact: Marcos Ysmael, Community Development Housing Planner III

Department: Community Development & Neighborhood Conservation Telephone: 724-2462

Department Director Signature/Date:  12/09/2015

Deputy County Administrator Signature/Date:  12/9/2015

County Administrator Signature/Date:  12/10/15
(Required for Board Agenda/Addendum Items)

- I. Assignee has agreed to assume all obligations and conditions of Developer-Assignor under the Agreement for the completion of the Project and for the continued affordability of all homes, including those sold prior to the date of execution of this Amendment No. Two, for the thirty (30) year affordability period.
- J. County has reviewed Assignee's capacity to complete the Project and finds it satisfactory.
- K. Pursuant to the Agreement, Developer-Assignor must obtain County's consent to assign the Agreement.
- L. County approves this assignment of the Agreement to Assignee subject to the terms and conditions set forth herein.

NOW, THEREFORE, County, Developer-Assignor, and Assignee agree to the following:

1. **Assignment.**

- 1.1. Developer-Assignor assigns, and Assignee accepts, all of its rights, duties and obligations under the Agreement to Assignee from and after the effective date.
- 1.2. Assignee will be deemed to be the "Developer" under the Agreement.

2. **Conditions of Assignment.**

2.1. **Development.** Assignee will:

- 2.1.1. Construct single family homes on the unsold lots for sale to households with household earnings at or below 80% of the Area Median Income (80% AMI).
- 2.1.2. If deemed fiscally responsible by Assignee, rather than entering into a sales contract with a qualified buyer, construct and have available for sale and immediate occupancy no more than two (2) spec homes at any given time.
- 2.1.3. Keep unsold lots, and lots of unsold spec homes, free of weeds, trash, and other debris and protect against vandalism.
- 2.1.4. Work with homeowners in the Project to address security concerns of the neighborhood, if any.

2.2. **Continued Affordability.** Assignee will exercise the right of first refusal, pursuant to Sections 5.2 through 5.5 of the Agreement, for all homes within the Project, including those sold prior to the effective date of this Amendment No. Two.

2.3. **Marketing.** Assignee must:

- 2.3.1. Actively market, develop and sell affordable housing in the Project to households with household earnings at or below 80% of the Area Median Income.
- 2.3.2. Submit a new marketing plan to County no later than January 15, 2016.
- 2.3.3. Beginning on March 15, 2016 and quarterly thereafter (June 15, September 15, December 15 and March 15 of each year), provide County with details of the previous quarter's marketing strategies and activities.

