



Contract Number: CT-CD-13\*546-01  
Effective Date: 09.15.2013  
Term Date: 09.30.2014  
Cost: \$8,000  
Revenue: \$8,000  
Total: \$8,000 NTR:           
ACTION:           
Renewal By: 07.01.2014  
Term: 09.30.2014  
Reviewed by: JB

## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: February 18, 2014

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

Authorization of contract CT-CD 1300000000000000546 between Old Pueblo Community Services and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract Amendment to increase the award to \$13,451.42 and extend the contract to 9/30/2014 for cost increases associated with building improvements.

CONTRACT NUMBER (If applicable):

### **STAFF RECOMMENDATION(S):**

Staff recommends approval by the Board of Supervisors

Printed Date: 01/28/14 10:09:02

CORPORATE HEADQUARTERS: Tucson, Arizona

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TO COB 2.5.14  
Agenda 2.18.14 (2)

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: \$8,000 ~~13,451.42~~ 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:**

County shall authorize contract CT-CD 13000000000000000546 between Old Pueblo Community Services and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract Amendment to increase the award to \$13,451.42 and extend the contract to 9/30/2014.

**IF DENIED:**

County shall not authorize contract CT-CD 13000000000000000546 between Old Pueblo Community Services and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract Amendment to increase the award to \$13,451.42 and extend the contract to 9/30/2014.

DEPARTMENT NAME: Community Development and Neighborhood Conservation

CONTACT PERSON: Gloria Soto TELEPHONE NO.: 243-6651

PROJECT NAME:	Facility Renovations
CONTRACTOR:	Old Pueblo Community Services Foundation 4501 E. 5 <sup>th</sup> Street Tucson, AZ. 85711
Contract Number:	CT13*546
FUNDING:	CDBG
DISTRICT NO.:	All

ORG. CONTRACT TERM: 10/01/12 to 09/30/13  
TERMINATION DATE PRIOR AMENDS: N/A  
TERMINATION DATE THIS AMEND: 09/30/14

CONTRACT AMOUNT: \$ 5,451.42  
AMOUNT PRIOR AMENDMENTS: \$ -0-  
AMOUNT THIS AMENDMENT: \$ 8,000.00  
REVISED CONTRACT AMOUNT: \$13,451.42

WHEREAS, on June 5, 2012, the Board of Supervisors approved a Contract for \$5,451.42 to renovate two of the Veteran properties;

WHEREAS, the COUNTY and SUBGRANTEE agree to extend the contract term in order to complete the project;

WHEREAS, the County and SUBGRANTREE agree to increase the Contract amount to \$13,451.42 due to cost increase in the electrical work and installation of heating and cooling units; and,

WHEREAS, the Davis Bacon rate used currently is higher than the Davis Bacon rate used in the original submittal of the Request for Proposal for CDBG funds; and

WHEREAS, sufficient CDBG Funds are available to extend the contract term and increase the grant to the SUBGRANTEE in order to complete the renovations;

**NOW, THEREFORE, it is agreed as follows:**

- I. ARTICLE I – TERM AND EXTENSION/RENEWAL, Paragraph A is amended to change the termination date:
- From: 30<sup>th</sup> day of September, 2013
- To: 30<sup>th</sup> day of September, 2014
- II. ARTICLE II – SCOPE. Subparagraph B(8) is deleted in its entirety and replaced with the following:
8. Retain title to and operate the Facilities to serve low-and moderate-income veterans for a period of five (5) years following the completion of County responsibilities set forth in Article II, Subparagraphs (E)(1) through (E)(5) of this Grant Agreement. This provision shall survive the termination of this Grant Agreement.

- a. 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 this Grant Agreement, up to \$13,451.42.
- b. SUBGRANTEE shall execute the Deed of Trust contained in Exhibit C in the amount of \$13,451.42 to secure SUBGRANTEE's performance under this Grant Agreement. The executed Deed of Trust is incorporated into and made a part of this Grant Agreement as if set forth in full herein.

III. ARTICLE III – COMPENSATION AND PAYMENT. Delete Paragraph A in its entirety and replace with the following:

- A. COUNTY, as a recipient of CDBG funds from HUD, agrees to utilize the allocated CDBG funds for the building improvements in an amount not to exceed \$13,451.42. Of this amount, \$7,970.70 is allocated for work on the property located at 2443 N. Sparkman Boulevard and \$5,480.72 is allocated for work on the property located at 4621 E. Seneca Street.

IV. EXHIBITS C-1 and C-2 – Deeds of Trust and Assignments of Rents. Are deleted in their entirety and replaced with the attached Exhibit C – Deed of Trust and Assignment of Rents. **SUBGRANTEE must execute and record this Deed prior to any additional work being done on the properties.**

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

This amendment shall be effective September 15, 2013.

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

\_\_\_\_\_  
Procurement Director

DATE: \_\_\_\_\_

OLD PUEBLO COMMUNITY SERVICES  
FOUNDATION

                      
Title:

DATE: 1-10-14

REVIEWED BY:

Margaret M. Kim  
Director, Community Development and  
Neighborhood Conservation Department

PIMA COUNTY  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

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

ATTEST:

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

## EXHIBIT C

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When recorded, return to:

Pima County Community Development and Neighborhood Conservation  
Kino Service Center  
2797 East Ajo Way 3<sup>rd</sup> Floor  
Tucson, AZ 85713

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### DEED OF TRUST AND ASSIGNMENT OF RENTS Facility Improvements

**DATE:** \_\_\_\_\_, 2014

**TRUSTOR:** **Old Pueblo Community Services Foundation**, an Arizona non-profit corporation  
whose mailing address is:

4501 East 5<sup>th</sup> Street  
Tucson, AZ 85711

**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 PROPERTIES:** The two properties situated in Pima County, Arizona, described as follows:

- 1) **FRUITVALE S120' OF LOT 10 BLK 2;** and
- 2) **MADELYN PARK ANNEX S74.48 W70.21'E130' LOT 6 BLK 2**

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

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

- 1) **2443 N. Sparkman Boulevard, Tucson, AZ.** which is comprised of Pima County  
Tax Parcel ID No. 111-07-0360; and

- 2) **4621 E. Seneca Street, Tucson, AZ.** which is comprised of Pima County Tax Parcel ID No. 122-033-0798.

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 Properties, 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. 13\*546, between Beneficiary and Trustor (the "**Grant Agreement**"), pursuant to which County will provide up to \$13,451.42 of CDBG funds for the renovations of the shelters that includes heating and cooling units.
- B. Trustor's obligation pursuant to Article II, Subparagraph B(8) of the **Grant Agreement** to retain title to and operate the properties as a facilities to provide services for low-to-moderate income persons for a period of five (5) years following the completion of County responsibilities set forth in Article II, Subparagraphs (E)(1) through (E)(5) of the Grant Agreement.

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

- 1. To keep the Properties 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 properties 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 Properties in violation of law; and to do all other acts which from the character or use of the Properties 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 Properties, all encumbrances, charges, and liens, with interest, on the Properties 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 Properties 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 Properties 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 Properties 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 properties remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the Properties affected by the Trustee's action be credited on the indebtedness, the Trustee may: (a) release and reconvey all or any part of the Properties; (b) consent to the making and recording, or either, of any map or plat of the Properties 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 Properties 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 Properties 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 Properties, 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 Properties 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 Properties 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 Properties so sold, but without any covenant or warranty, expressed or implied. Any person, including Trustor, Trustee, or Beneficiary, may purchase the Properties 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 Properties 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 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.

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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.

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:

**Old Pueblo Community Services Foundation.**, an Arizona non-profit corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of Arizona        )  
                                  ) ss.

County of Pima )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by  
\_\_\_\_\_, as \_\_\_\_\_ of **Old Pueblo Community Services Foundation**, an Arizona  
non-profit corporation.

\_\_\_\_\_  
Notary Public

My commission will expire: \_\_\_\_\_

ACCEPTED AND APPROVED BY:

\_\_\_\_\_  
Director, Pima County Community Development  
and Neighborhood Conservation Department