

BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 04/21/15

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Arivaca Townsite Cooperative Water Company

Project Title/Description:
Water Yard Storage Building

Purpose:

CDBG funds will be used to replace the old storage building and install a new metal accessory structure to provide improved security for the water system, control panel, and pump.

Procurement Method:

N/A

Program Goals/Predicted Outcomes:

High quality water services with little/no risk of illegal entry or vandalism to water system, control panel, and pump.

Public Benefit:

Residents of Arivaca will have a more secure public facility and potable water utility.

Metrics Available to Measure Performance:

Completed public facility improvement

Retroactive:

N/A

Original Information

Document Type: CT Department Code: CDNC Contract Number (i.e., 15-123): 14*480

Effective Date: 05/01/14 Termination Date: 04/30/15 Prior Contract Number (Synergen/CMS): _____

☒ Expense Amount: \$ 10,000.00

☐ Revenue Amount: \$ _____

Funding Source(s): Community Development Block Grant (CDBG)

Cost to Pima County General Fund: 0.00

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: CDNC Contract Number (i.e., 15-123): 14*480

Amendment No.: 1

AMS Version No.: _____

Effective Date: _____

New Termination Date: 04/30/15 4-30-16 AK

☒ Expense ☐ Revenue ☒ Increase ☐ Decrease

Amount This Amendment: \$30,000.00

Funding Source(s): Recaptured and reprogrammed Community Development Block Grant (CDBG) funds.

Cost to Pima County General Fund: 0.00

To COB: 4-8-15
BOS: 4-21-15

Procure Dept 04/03/15 15:05:45

8pgs(2)
Vend. 1
Vend. 4

Contact: Gloria Soto

Department: CDNC

Telephone: 520-724-3751

Department Director Signature/Date:

Margaret M. Kue 03/31/2015

Deputy County Administrator Signature/Date:

J. H. A. 3-31-15

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

C. DeLuca 4/1/15

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

PROJECT NAME: Water Yard Storage Building

CONTRACTOR: Arivaca Townsite Cooperative Water Company
P O Box 398
Arivaca, AZ. 85601

Contract Number: 14000000000000000480 (14*480)

FUNDING: CDBG GRANT

DISTRICT NO.: 5

CONTRACT
NO. <u>CT-CD-14000000000000000480</u>
AMENDMENT NO. <u>01</u>
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>

ORG. CONTRACT TERM: 05/01/14 to 04/30/15
TERMINATION DATE PRIOR AMENDS: N/A
TERMINATION DATE THIS AMEND: 04/30/16

CONTRACT AMOUNT: \$10,000.00
AMOUNT PRIOR AMENDMENTS \$ -0-
AMOUNT THIS AMENDMENT: \$30,000.00
REVISED CONTRACT AMOUNT: \$40,000.00

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 Arivaca Townsite Cooperative Water Company, an Arizona non-profit corporation ("SUBGRANTEE").

RECITALS

WHEREAS, the Parties entered into the above-referenced agreement for COUNTY to use FY 2013-2014 CDBG funds to replace SUBGRANTEE's deteriorating storage building; and

WHEREAS, additional work on the replacement is necessary and further improvements are warranted; and

WHEREAS, COUNTY finds that this additional work is eligible for CDBG funding; and

WHEREAS, COUNTY has available reprogrammed, recaptured and contingency CDBG funds;; and

WHEREAS, additional time is needed to complete the Project with the additional improvements; and

WHEREAS, as directed by HUD, COUNTY will modify or amend the 2012-2013 Annual Action Plan affected by this Amendment, after the execution of this Grant Amendment.

AGREEMENT

The Parties agree as follows:

A. Article I – Term and Extension/Renewal, Paragraph A is amended as follows:

1. The termination date is changed:

FROM: April 30, 2015

TO: April 30, 2016

2. The number of available renewals is changed:

FROM: two (2) additional one-year periods or any portion thereof

TO: One (1) additional year or any portion thereof

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

1. **Subparagraph B(1)(a)** is deleted in its entirety and replaced with the following:

- a. Perform the following improvements, contingent on available CDBG funds:
 - i. Remove and dispose of the existing shed, support stations and related footings.
 - ii. Import dirt and fill where the footings were removed.
 - iii. Form and pour concrete footings and floor for new building. Concrete shall be poured up to the existing slab and sufficient in size to house the new structure.
 - iv. Install one (1) 9'x21' metal building as follows:
 - (1) Four (4) 4x4 columns;
 - (2) Appropriate purlin bracing on roof and sides;
 - (3) Roof sheathing -- "826 R Panels" with factory finish or equivalent;
 - (4) Wall panels -- "826 R Panels" with factory finish or equivalent; and
 - (5) Two (2) hollow metal (HM) doors, frames and hardware.
 - v. Paint doors and frames.

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

Retain title to and operate the facility to provide potable water service to area residents for a period of five (5) years following the completion of the Project. This provision shall survive the termination of this Grant Agreement. The following conditions apply to secure such performance:

- i. In the event SUBGRANTEE fails to adhere to this provision, SUBGRANTEE shall reimburse COUNTY for the total amount of CDBG funds expended for the Project.
- ii. SUBGRANTEE shall execute the Deed of Trust contained in Exhibit C in the amount of \$10,000.00 and the Deed of Trust contained in Exhibit C-1 in the amount of \$30,000.00 to secure such performance. The executed Deeds of Trust are incorporated into and made a part of this Grant Agreement as if set forth in full herein.

- iii. No expenditures in excess of \$10,000.00 will be made, unless and until both Deeds of Trust are executed and recorded in the office of the Pima County Recorder.

C. Article III – COMPENSATION AND PAYMENT, Paragraph A is amended to change the allocated amount:

FROM: \$10,000.00

TO: \$40,000.00

D. EXHIBIT C-1 – DEED OF TRUST AND ASSIGNMENT OF RENTS is attached.

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

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

Chair, Board of Supervisors,

DATE: _____

ATTEST:

Clerk of the Board

Date: _____

ARIVACA TOWNSITE COOPERATIVE
WATER COMPANY

Pamela J. Treasurer
Name and Title

DATE: 3-20-15

APPROVED AS TO CONTENT:

Margaret M. Kul ^{DL}
Director, Community Development and
Neighborhood Conservation Department 02/26/2015

APPROVED AS TO FORM:

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

EXHIBIT C-1

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

Water Yard Storage Building

DATE: _____, 2015

TRUSTOR: Arivaca Townsite Cooperative Water Company, an Arizona non-profit corporation
whose mailing address is:

P.O. Box 398 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, 3rd Floor
Tucson, Arizona 85713

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

S209 OF N757.5' OF E206.7' OF W328.7' OF W2 SE4 NE4 .99 AC SEC 28-21-10
--

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

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

37170 S. Oxbow Bend Tr.
Arivaca, AZ. 85601

Tax Parcel ID No. 302-28-0090

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. 1400000000000000480, between Beneficiary and Trustor (the "**Grant Agreement**"), pursuant to which County will provide up to **THIRTY THOUSAND DOLLARS (\$30,000.00)** of CDBG funds for the water storage building improvements.
- B. Trustor's obligation pursuant to Article II, Subparagraph B(2)(I) of the **Grant 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 execution of the Grant 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 the 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 monies 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 Trustor and upon Trustor'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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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:

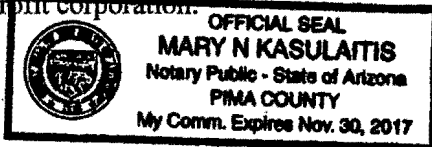
Arivaca Townsite Cooperative Water Company, an Arizona non-profit corporation

By: Patti Lent

Title: Treasurer

State of Arizona)
) ss.
County of Pima)

This instrument was acknowledged before me this 20 day of March, 2015, by
Patti Lent, as Treasurer of Arivaca Townsite Cooperative Water Company, an Arizona non-profit corporation.



Mary N Kasulaitis Notary Public

My commission will expire: 11-30-15

ACCEPTED AND APPROVED BY:

Director, Pima County Community Development
and Neighborhood Conservation Department