



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: September 15, 2020

** = Mandatory, information must be provided*

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Pima County Community Land Trust

***Project Title/Description:**

Riverview Acres Homeownership Development

***Purpose:**

Provide HOME Program grant funds for the acquisition and construction of a 5-unit, single family development for sale to eligible, low-income homebuyers in a neighborhood at risk of gentrification; and authorize Board Chair to sign related legal documents identified in the contract.

***Procurement Method:**

This Subrecipient Agreement is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Complete the acquisition, construction and sale of 5 single family homes for low-income households at 80% of the Area Median Income for Pima County.

***Public Benefit:**

Create and preserve affordable homeownership for a minimum of 15 years under the HOME Program lien restrictions and a maximum of 99 years under the Pima County Community Land Trust.

***Metrics Available to Measure Performance:**

During land acquisition and unit construction, Developer will provide monthly progress reports to Pima County. Upon 100% completion and sale of all 5 units, Developer will provide the HUD HOME Completion Report. During the 15-year HOME Program Period of Affordability, any attempt by the original homeowners to sell or convey ownership will be restricted to another income eligible household as provided by a Pima County lien recorded at the Office of the Pima County Recorder. After the Period of Affordability, the homes will continue to serve low-income homebuyers as provided by the Pima County Community Land Trust 99-year ground lease.

***Retroactive:**

No.

*To: COB- 9.2.20
Ver. - 1
Pgs - 37 (1)*

Contract / Award InformationDocument Type: CT Department Code: CR Contract Number (i.e., 15-123): 21*100Commencement Date: 09/15/2020 Termination Date: 09/14/2022 Prior Contract Number (Synergen/CMS): _____☒ **Expense Amount: \$** \$406,848.00 ☐ **Revenue Amount: \$** _____***Funding Source(s) required:** U.S. Department of Housing and Urban Development HOME Investment Partnership Program ("HOME Program")Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No**If Yes, is the Contract to a vendor or subrecipient?** SubrecipientWere insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-10.***Amendment / Revised Award Information**

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:*****Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: Martha Martin/Ana DurazoDepartment: Community and Workforce Development Telephone: 724-2463/4-2696Department Director Signature/Date: [Signature] for Daniel Tylutki 9/12/2020Deputy County Administrator Signature/Date: [Signature] Sep 10 2020County Administrator Signature/Date: [Signature] 9/12/2020
(Required for Board Agenda/Addendum Items)

Pima County Department of Community & Workforce Development**PROJECT:** Riverview Acres Homeownership Development**DEVELOPER:** Pima County Community Land Trust
17 N. Linda Avenue
Tucson, AZ 85745**AWARD AMOUNT:** \$406,848.00**PIMA COUNTY CONTRACT NO.:** CT-CR-21*100**FEDERAL FUNDING SOURCE:** U.S. Department of Housing and Urban Development
(HUD) – HOME Investment Partnerships Program
("HOME Program")**CONTRACT TERM:** September 15, 2020 through September 14, 2022**DUNS No.:** 966106036**Research or Development:** ☐ Yes ☒ No**Required Match:** ☐ Yes ☒ No **Match Amount:** None**Indirect Cost Rate:** ☐ Federal ☐ NICR ☐ de minimis ☒ None**Status of Contractor:** ☒ HOME Program Developer ☐ Contractor

CFDA	Grant Program	FY	National Funding	Pima County/City of Tucson Consortium Award
14.239	HOME Investment Partnerships Program (HOME)	2018	\$1,363,897,709.00	\$3,508,146.00
		2019	\$1,253,790,011.00	\$3,263,501.00

GRANT FUNDING AGREEMENT**1.0 PARTIES, BACKGROUND AND PURPOSE**

- 1.1 This Agreement is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and Pima County Community Land Trust., a non-profit corporation doing business in the State of Arizona ("Developer").
- 1.2 In 1992 County and the City of Tucson ("City") formed the Pima County/City of Tucson Consortium ("the Consortium") pursuant to an intergovernmental agreement authorized by City of Tucson, in Resolution No. 16501, dated July 6, 1992, and by Pima County, the Urban County, in Resolution No. 1992-16, dated July 21, 1992, for the purpose of obtaining HOME Program funds. The most current, three year Consortium Agreement for federal fiscal years 2020 through 2022 is Pima County Contract No. CTN-CD-19*217.
- 1.3 The Consortium annually receives HOME funds from the U.S. Department of Housing and Urban Development ("HUD") for homeownership assistance and affordable housing programs in Pima County.

- 1.4 The City of Tucson allocated HOME funds beginning July 1, 2019 through June 30, 2022 to County as a Subrecipient through an Intergovernmental Agreement, County GTAW No. 19-111.
- 1.5 County may commit and expend allocated HOME funds to qualified projects within its jurisdiction.
- 1.6 In November 2018, County issued a Notice of Funding Availability (Announcement No. “HOME 11.01.18”) seeking applications for projects qualified for HOME funds.
- 1.7 Developer submitted a proposal to use HOME funds for acquisition and construction of five new single-family housing units located at 1502 N. Yavapai Street; 1504 N. Yavapai Street; 1506 N. Yavapai Street; 1423 N. Riverview Blvd.; and 1427 N. Riverview Blvd., Tucson, Arizona 85745.
- 1.8 Developer is a qualified, eligible HOME Program Developer for purposes of this specific allocation of HOME funds and the Project qualifies as a HOME eligible “Developer” activity under 24 CFR 92.504 (c)(3)(ix).
- 1.9 The Pima County Board of Supervisors further finds that this use of HOME funds is an appropriate and beneficial use of HOME funds and consistent with the Consolidated Plan and Annual Action Plan of the Consortium that was submitted to and approved by HUD.

2.0 TERM AND EXTENSIONS

- 2.1 Original Term. This agreement will commence on September 15, 2020 and will terminate on September 14, 2022 (the “Initial Term”). “Term” when used in this Agreement, means the Initial Term plus any exercised Extension Options under paragraph 2.2. If the Commencement Date of the Initial Term is before the date of execution, the parties will, for all purposes, deem the contract to have been in effect as of the Commencement Date.
- 2.2 Extension Options. County may renew this Agreement for up to one (1) additional one year or any portion thereof (an “Extension Option”). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 2.3 The terms of this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the County before any services under the amendment commences.
- 2.4 Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community Development and Neighborhood Conservation Department or designee. Minor modifications are changes in the scope or budget, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of the County under this Agreement.
- 2.5 Notwithstanding paragraphs 2.1 and 2.2 above, the terms of this Agreement will survive and remain in effect during any period that Developer has control over HOME funds, including program income, and so long as the HOME Program Resale requirements and restrictions set forth under 24 CFR 92.504(c)(3)(ii) remain in effect.
- 2.6 Developer may retain proceeds from this HOME grant and must use those proceeds for HOME-eligible activities or other housing to benefit low-income families as set forth under 24 CFR 92.504(c)(3)(x).

3.0 SCOPE OF SERVICES

3.1 Developer will:

- 3.1.1 Provide the County with the services described in the attached **Exhibit A**.
- 3.1.2 Employ suitably trained and skilled personnel to perform all services under this Agreement.
- 3.1.3 Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards.
- 3.1.4 Unless otherwise provided for herein, ensure that the personnel delivering Agreement services will:
 - 3.1.4.1 Be employees or volunteers of the Developer;
 - 3.1.4.2 Satisfy any qualifications set forth in this Agreement; and
 - 3.1.4.3 Be covered by personnel policies and practices of the Developer.
- 3.1.5 Obtain and maintain all required licenses, permits and authority required for performance under this Agreement.
- 3.1.6 Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.

3.2 Environmental Review. Developer has completed and provided a Phase I Environmental Site Assessment and HUD Noise Survey to County which the County has used to complete the required HUD Statutory Worksheet and Level of Review determination; all of which were submitted to and approved by the HUD Field Office, which has issued the HUD Authority To Use Grant Funds, documenting HUD approval and authorizing the expenditure of HUD HOME Program funding for this project, effective July 27, 2020.

3.3 Notice to Proceed. Developer may not undertake any actions committing the HOME funds until County has issued a written Notice to Proceed.

3.4 Confidentiality. Developer:

- 3.4.1 Understands that client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of County's or Developer's responsibilities with respect to services provided under this Agreement is prohibited, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian.
- 3.4.2 Will provide access to these files only to persons with a specific HOME-related need for the information.
- 3.4.3 Will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.

3.5 Developer certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.

3.6 No program funded under this Agreement may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

4.0 MONITORING AND EVALUATION

- 4.1 County will monitor all activities and information sources in the management, fiscal, and services systems of Developer and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Developer is:
- 4.1.1 Making adequate and acceptable progress in the provision of services;
 - 4.1.2 Maintaining adequate and acceptable systems to document services and expenditures; and
 - 4.1.3 Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 4.2 Developer must cooperate in the monitoring and evaluation process by County, the City or Tucson and/or HUD.
- 4.3 Developer must assist County in providing reports and documentation related to Developer's performance and, where applicable, the impact of the HOME-funded activities on the community, to HUD.
- 4.4 If monitoring and evaluation finds that Developer's performance is substandard, Developer will be in default of this Agreement. If Developer fails to take appropriate actions to correct the default within fifteen (15) calendar days from date of notice, this Agreement may be suspended or terminated.
- 4.5 To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of Housing and Urban Development, the Comptroller of the United States, and the City of Tucson, will at all reasonable times have the right of access to Developer's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Developer's performance and Developer's compliance with this Agreement.

5.0 COMPENSATION AND PAYMENT

- 5.1 In consideration for services specified in **Exhibit A** of this Agreement, County agrees to pay Developer up to **\$406,848.00** ("the Maximum Allocated Amount").
- 5.2 Payment will be made from the HOME Grant received by the Consortium from HUD ("the awarding agency").
- 5.3 Payment of the full Maximum Allocated Amount is subject to the HOME funds being made available to County from either HUD or the City of Tucson for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other changes in funding. Unless specifically authorized by County, unexpended funds will not be carried over into another fiscal year.
- 5.4 Developer must submit a request for reimbursement **every month**, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

Contract Month	Due date for Request for Reimbursement
January through April and July through December	30 calendar days from end of month
May	June 15
June	July 7

- 5.5 Requests for reimbursement must:
- 5.5.1 Reference this contract number.
 - 5.5.2 Be approved and signed by an authorized manager, supervisor or executive of the Developer to insure proper internal financial controls.

- 5.5.3 Be for services and costs as identified in **Exhibit A**.
- 5.5.4 Be accompanied by documentation which must include, but is not limited to:
- 5.5.4.1 A payment request and summary report of monthly expenditures by expense categories as shown in **Exhibit B** of this Agreement.
 - 5.5.4.2 Copies of the Application and Certificate for Payment and Schedule of Values from the General Contractor, including the notarized signatures of the General Contractor and Architect.
 - 5.5.4.3 Copies of unconditional program payment lien waivers (general contractor) and for the final payment request – unconditional final payment lien waivers from the general contractor **and all sub-contractors**.
 - 5.5.4.4 A schedule of all funding sources showing amounts allocated and expended for each source over the same payment period.
 - 5.5.4.5 Any other documentation requested by County.
- 5.6 If Developer is required to provide matching funds under the terms of the awarding agency, Developer must also provide the documentation described in Paragraph 5.5 for the matching funds.
- 5.7 **Developer must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** Developer may not bill the County for costs which are paid by another source. Developer must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 5.8 If each request for payment includes adequate and accurate documentation, County will generally pay Developer within thirty (30) days from the date invoice is received. Developer should budget cash needs accordingly. Developer Fees requested will be paid only as follows:

EVENT	Percent (%) of total Developer Fee Remitted	Cumulative total of Developer Fee Issued
Acquisition Closing	15%	15%
Construction loan closing and start of construction	15%	30%
50% of construction completed	20%	50%
Construction completed and Certificates of Occupancy issued	25%	75%
Sale of all 5 units and completion report submitted	25%	100%

- 5.9 County may, at its sole discretion:
- 5.9.1 Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 5.9.2 Liquidate funds available under this Agreement for costs incurred by County on behalf of Developer.
 - 5.9.3 **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in paragraph 5.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
 - 5.9.4 **Deny payment** for any request for reimbursement.
- 5.10 Pursuant to A.R.S. § 11-622, COUNTY **will deny reimbursement completely** for requests for payment made later than six months after the last item of the account accrues.

- 5.11 **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred must be submitted to the County within **15 working days after the end of the Agreement term**. The request must meet the requirements set forth in paragraph 5.5 above and include a report summarizing Developer's performance during the term of the Agreement.
- 5.11.1 **Ten percent (10%) of the Maximum Amount (\$40,684)** will be retained by County and withheld from Developer until the occurrence of the following events:
- 5.11.1.1 **Five percent (5%) of the Maximum Amount (\$20,342)** will be disbursed to Developer upon receipt of the Certificates of Completion for all five housing units.
- 5.11.1.2 **Five percent (5%) of the Maximum Amount (\$20,342)** will be disbursed to Developer upon receipt of :
- 5.11.1.2.1. **HUD HOME Homebuyer Set Up and Completion Form** for all five housing units as provided in the attached **Exhibit C**; and
- 5.11.1.2.2. Fully executed and duly recorded in the Office of the Pima County Recorder the County **Resale Restriction HOME Affordable Housing Agreement** for the buyers of all five housing units as provided in the attached **Exhibit D**.
- 5.12 **No payments will be made to Developer, until all of the following conditions are met:**
- 5.12.1 Developer has completed and submitted a W-9 Taxpayer Identification Number form;
- 5.12.2 Developer has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>);
- 5.12.3 This Agreement is fully executed;
- 5.12.4 Proof of Insurance. Developer shall have furnished to County proof that it has in place all the insurance policies required by Section 6.0 herein; and,
- 5.12.5 Construction Documents. Developer has provided County with copies of fully executed construction contracts including all pertinent bid notices, bid tabulations and award documents, construction drawings, construction schedules, updates and amendments;
- 5.12.6 Execution of Liens. Developer has properly executed and County has recorded the Master Deed of Trust in attached **Exhibit E**.
- 5.12.7 Adequate and accurate documentation is provided with each request for payment or invoice.
- 5.13 Developer will report to County:
- 5.13.1 Accrued expenditures; and
- 5.13.2 All other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 5.14 Changes between budget line items may only be made as follows:
- 5.14.1 Changes of LESS than fifteen percent (15%) of the total budget amount may be granted by and at the sole discretion of the Director of Community Development and Neighborhood Conservation or designee. Developer must submit a written request and show that any proposed increase is offset by a decrease of equal value to the remaining line items. No increase to the total operating budget will be allowed. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or designee.**

5.14.2 Changes of MORE than fifteen percent (15%) of the total budget will require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**

5.15 Disallowed Charges or Cost principles:

5.15.1 Pursuant to 2 CFR §2400.101, unless excepted under 24 CFR chapters I through IX, the cost principles set forth in 2 CFR part 200, Subpart E, as may be modified by amendments and additions, will be used to determine whether an incurred cost will be reimbursed under this Agreement.

5.15.2 **Developer must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**

5.16 For the period of record retention required under Section 20.0 -- Books and Records, County reserves the right to question any payment made under this Section 20.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

6.0 INSURANCE

6.1 Developer shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Developer from liabilities that might arise out of the performance of the work under this Agreement by the Developer, its agents, representatives, employees or subcontractors, and Developer is free to purchase additional insurance.

6.2 Minimum Scope and Limits of Insurance: Developer must have coverage with limits of liability not less than those stated below. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and projects – completed operations.

6.2.1 Commercial General Liability (CGL) – Occurrence Form

6.2.1.1 Policy must include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$1,000,000.00
Personal and Advertising Injury	\$1,000,000.00
Blanket Contractual Liability – Written and Oral	\$1,000,000.00
Fire Legal Liability	\$ 50,000.00
Each Occurrence	\$1,000,000.00

6.2.1.2 Policy must be endorsed to include the following additional insured language: **“Pima County is named an additional insured with respect to liability arising out of the activities performed by or on behalf of the Primary Insured”.**

6.2.1.3 Policy must contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Developer.

6.2.2 Automobile Liability: Policy must include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

6.2.2.1 Combined Single Limit (CSL) \$1,000,000.00 Each Accident

6.2.2.2 Policy must be endorsed to include the following additional insured language: **“Pima County is named an additional insured with respect to liability arising out of the**

activities performed by or on behalf of the Developer, involving automobiles owned, leased, hired or borrowed by the Developer".

6.2.2.3 Policy must contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Developer.

6.2.3 Worker's Compensation and Employers' Liability: Statutory requirements and benefits for Workers' Compensation (WC). In Arizona, WC coverage is compulsory for employers of one or more employees.

6.2.3.1 Workers' Compensation: Amount required by statute.

6.2.3.2 Employers' Liability:

Each Accident	\$1,000,000.00
Disease – Each Employee	\$1,000,000.00
Disease – Policy Limit	\$1,000,000.00

6.2.3.3 Policy must contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Developer.

6.2.3.4 This requirement will not apply separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

6.2.4 Professional Liability (Errors and Omissions) Insurance: This insurance is required when the Professional Liability or any other coverage is excluded from the above GCL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.

6.3 Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions:

6.3.1 Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, agents, and employees as additional insured with respect to liability arising out of the activities performed by or on behalf of the Developer.

6.3.2 Primary Insurance: Developer's insurance coverage will be primary insurance and non-contributory with respect to all other available sources and any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

6.3.3 Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Developer.

6.3.4 Coverage provided by the Developer will not be limited to the liability assumed under the indemnification provisions of this Agreement.

6.3.5 The Project Name, Agreement Number, appropriate County Department and project description must be noted on the Certificate of Insurance. Pima County reserves the right to require complete copies of all insurance policies required by this Agreement at any time.

6.3.6 All Certificates of Insurance are to be received and approved by Pima County before work commences.

- 6.4 Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Pima County. Such notice must be sent by certified mail, return receipt requested directly to:

Pima County Community & Workforce Development Dept. Attn: HOME Program Manager 801 W. Congress ST. Tucson, AZ 85745
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- 6.5 Verification of Coverage: Developer shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- 6.5.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences.
- 6.5.2 Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Developer, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.
- 6.6 Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona and County in no way warrant that the above-required minimum insurer rating is sufficient to protect the Developer from potential insurer insolvency.
- 6.7 Approval and Modifications: Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Agreement amendment, but the approval must be in writing.

7.0 INDEMNIFICATION

- 7.1 To the fullest extent permitted by law, Developer will defend, indemnify and hold harmless Pima County, and any related taxing district, and the officials and employees and each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees)(collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Developer or any of Developer's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation law or arising out of the failure of Developer to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Developer from and against any and all claims. Developer is responsible for primary loss investigation, defense and judgement costs for any claim to which indemnity applies. This indemnity will survive the expiration or termination of this Agreement.
- 7.2 Developer warrants that services provided under this Agreement are non-infringing. Developer will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this Agreement or from the provision, license, transfer or use for their intended purpose of any products provided under this Agreement.

8.0 COMPLIANCE WITH LAWS

- 8.1 Compliance with Laws; Changes. Developer will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 8.2 Choice of Law; Venue. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County.
- 8.3 Licensing. Developer warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.4 Compliance with 24 CFR Part 92. Developer will comply with any applicable requirements of 24 CFR Part 92, including subpart H of these regulations, except the Developer does not assume:
 - 8.4.1 County's environmental responsibilities described in 24 CFR 92.352; and
 - 8.4.2 County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- 8.5 Use of HOME Funds. Developer warrants that HOME funds provided or personnel employed in the administration of the Project funded under this Agreement will not be used for:
 - 8.5.1 Political activities;
 - 8.5.2 Inherently religious activities;
 - 8.5.3 Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (*see* Federal Standard Form LLL, "Disclosure of Lobbying Activities);
 - 8.5.4 Political patronage; or
 - 8.5.5 Nepotism activities.
- 8.6 Compliance with Federal Law, Rules and Regulations. Developer will comply with the applicable provisions of:
 - 8.6.1 Davis-Bacon Act (Public Law 107-217), as amended;
 - 8.6.2 Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*);
 - 8.6.3 Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);
 - 8.6.4 Section 3 of the HUD Act of 1968 as amended;
 - 8.6.5 Fair Housing Act (42 U.S.C. 3601-3620) and Presidential Executive Orders;
 - 8.6.6 Section 504 of the Rehabilitation Act of 1973;
 - 8.6.7 Section 202 of the Flood Disaster Protection Act of 1973 (U.S.C. 4106);
 - 8.6.8 Project Based Section 8 Program (24 CFR 983);
 - 8.6.9 Low-Income Housing Tax Credit Program (IRC Section 42);
 - 8.6.10 Affirmative marketing and minority outreach;
 - 8.6.11 Lead-based paint;
 - 8.6.12 Violence Against Women Act (VAWA) 42.U.S.C.13925 requirements; and
 - 8.6.13 All rules and regulations applicable to the Acts set forth above.

- 8.7 Cooperation. Developer will fully cooperate with County, HUD and any other federal agency in the review and determination of compliance with the above provisions.

9.0 INDEPENDENT CONTRACTOR

- 9.1 The status of Developer will be that of an independent contractor. Neither Developer nor Developer's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System.
- 9.2 Developer will be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Developer's failure to pay such taxes.
- 9.3 Developer will be solely responsible for its program development, operation, and performance.

10.0 SUBCONTRACTORS

- 10.1 Except as provided in paragraph 10.2, Developer will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Developer must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.
- 10.2 Prior written approval is not required for the purchase of supplies that are necessary and incidental to Developer's performance under this Agreement.
- 10.3 Developer will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any of them, may be liable to the same extent that the Developer is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 10.4 Developer must include the provision set forth in paragraph 4.5 in all contracts between Developer and its subcontractors providing goods or services pursuant to this Agreement. Developer will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

11.0 ASSIGNMENT

Developer will not assign its rights to this Agreement in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of the County, provided that such approval will not be unreasonably withheld.

12.0 NON-DISCRIMINATION

- 12.1 Developer agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.
- 12.2 During the performance of this contract, Developer will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 12.3 Unless exempt under federal law, Developer will comply with:

12.3.1 Titles VI and VII of the Civil Rights Act of 1964 as amended;

12.3.2 The Age Discrimination in Employment Act;

12.3.3 Section 504 of the Rehabilitation Act of 1973, as amended; and

12.3.4 The requirements of the Fair Labor Standards Act of 1938, as amended.

13.0 AMERICANS WITH DISABILITIES ACT

Developer will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If Developer is carrying out a government program or services on behalf of County, then Developer will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

14.0 AUTHORITY TO CONTRACT

Developer warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Developer or any third party by reason of such determination or by reason of this Agreement.

15.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.

16.0 CANCELLATION FOR CONFLICT OF INTEREST

16.1 This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

16.2 Developer agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 24 CFR §92.356.

17.0 TERMINATION AND SUSPENSION

17.1 Without Cause: County reserves the right to terminate this Agreement at any time and without cause by serving upon Developer thirty (30) days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Developer will be payment for services rendered prior to the date of termination.

17.2 With Cause: Except as set forth in paragraph 4.4, County may terminate this Agreement at any time without advance notice and without further obligation to County finds Developer to be in default of any provision of this Agreement.

17.3 Insufficient Funds: Notwithstanding Paragraphs 17.1 and 17.2 above, if any state or federal grant monies used to pay for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to Developer for more than the reduced amount. In the

event of a termination under this paragraph, County's only obligation to Developer will be payment for services rendered prior to the date of termination to the extent that grant funds are available.

- 17.4 Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Developer, other than for services rendered prior to termination.
- 17.5 Suspension: County reserves the right to suspend Developer's performance and payments under this Agreement immediately upon notice delivered to Developer's designated agent in order to investigate Developer's activities and compliance with this Agreement. In the event of an investigation by County, Developer will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Developer will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

18.0 NOTICE

- 18.1 Developer must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.
- 18.2 Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

County:

Daniel Tylutki, Deputy Director
Pima County Community and Workforce
Development
2797 E. Ajo Way
Tucson, AZ 85713
(520) 724-6754

Developer:

Maggie Amado Tellez, Executive Director
Pima County Community Land Trust
17 N. Linda Avenue
Tucson, AZ 85745

19.0 OTHER DOCUMENTS

- 19.1 In entering into this Agreement, Developer and County have relied upon information provided in Developer's proposal submitted in response to Pima County Solicitation identified in the recitals of this Agreement ("the RFP") including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Developer's Proposal, other information and documents submitted by the Developer in its' response to said Solicitation.
- 19.2 The documents set forth in Paragraph 19.1 are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Developer will promptly bring any provisions which Developer believes are inconsistent to County's attention, and County will provide Developer with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

20.0 BOOKS AND RECORDS

- 20.1 Developer will keep and maintain all records specified in 24 CFR § 92.508 which are pertinent to the activities funded under this Agreement. All such records will be open for inspection and audit by duly authorized representatives of County during normal business hours. Records include, but are not limited to:
 - 20.1.1 A full description of each action or activity taken to comply with this Agreement;
 - 20.1.2 Demonstration that the actions and activities meet the intent of the HOME program;
 - 20.1.3 Eligibility documentation and determination;
 - 20.1.4 Documentation of compliance with the fair housing and equal opportunity components of the HOME program;
 - 20.1.5 Disbursements of funds;
 - 20.1.6 Financial records required under 24 CFR §92.508(a)(5); and
 - 20.1.7 Documentation of compliance with Subpart H of 24 CFR Part 92.
- 20.2 Developer must retain all records pertaining to this Agreement for five (5) years after the end of the HOME Affordability Period or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 5-year period, whichever is later.

21.0 AUDIT REQUIREMENTS

- 21.1 Developer will:
 - 21.1.1 Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Parts 200 and 2400).
 - 21.1.2 **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement.** The accounting must record all expenditures which are used to support invoices and requests for payment from the County.
 - 21.1.3 Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
 - 21.1.4 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
 - 21.1.5 Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
 - 21.1.6 Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 21.0, unless a different time is specified by County. The audit submitted must include Developer's responses, if any, concerning any audit findings.
 - 21.1.7 Pay all costs for any audit required or requested pursuant to this Section 21.0, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Developer grant budget approved by County.

21.2 Developer status:

21.2.1 If Developer is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Developer will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."

21.2.2 If Developer meets or exceeds the single audit threshold set forth in 2 C.F.R. Part 200, Developer will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Developer's fiscal year.

21.3 Developer must timely submit the required or requested audit(s) to:

Pima County Community and Workforce Development
Attn: HOME Program Manager
Pima County Housing Center
801 W Congress Street
Tucson, AZ 85745

22.0 COPYRIGHT

Neither, Developer nor its officers, agents or employees will copyright any materials or products developed through contract services provided or contract expenditures made under this Agreement without prior written approval by the County. Upon approval, the County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

23.0 PROPERTY OF THE COUNTY

23.1 Developer is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County.

23.2 Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of County. Developer is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Developer will not use or release these materials without the prior written consent of County.

24.0 DISPOSAL OF PROPERTY

Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

25.0 COORDINATION

On matters relating to the administration of this Agreement, County will be Developer's contact with all Federal, State and local agencies that provide funding for this Agreement.

26.0 PUBLIC INFORMATION

26.1 Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

26.2 Records Marked Confidential; Notice and Protective Order.

- 26.2.1 If Developer reasonably believes that some of the records described in paragraph 26.1 above contain proprietary, trade-secret or otherwise-confidential information, Developer must prominently mark those records "CONFIDENTIAL."
- 26.2.2 In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Developer of the request as soon as reasonably possible.
- 26.2.3 County will release the records ten (10) business days after the date of notice provided pursuant to paragraph 26.2.2 unless Developer has, within that period, secured an appropriate order from an Arizona court of competent jurisdiction, enjoining the release of the records.
- 26.2.4 County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

27.0 ELIGIBILITY FOR PUBLIC BENEFITS

Developer will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement.

28.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 28.1 Compliance with Immigration Laws. Developer hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to Developer's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Developer will further ensure that each subcontractor who performs any work for Developer under this Agreement likewise complies with the State and Federal Immigration Laws.
- 28.2 Books and Records. County has the right at any time to inspect the books and records of Developer and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 28.3 Remedies for Breach of Warranty. Any breach of Developer's, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 28.0, is a material breach of this Agreement subjecting Developer to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Developer will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Developer.
- 28.4 Subcontractors. Developer will advise each subcontractor of County's rights, and the Prime Developer's and subcontractor's obligations, under this Section 28.0 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting

Subcontractor to penalties up to and including suspension or termination of this Agreement.”

29.0 REMEDIES

Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

30.0 SEVERABILITY

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

31.0 NON-EXCLUSIVE AGREEMENT

Developer understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

32.0 NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

33.0 ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Developer engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Developer certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

34.0 ENTIRE AGREEMENT

34.1 This document constitutes the entire agreement between the parties pertaining to the subject matter hereof.

34.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement will be considered as unofficial information and in no way binding upon County and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

34.3 This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

PIMA COUNTY

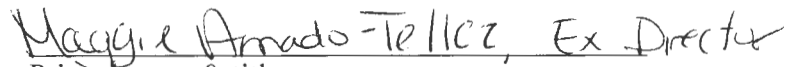
DEVELOPER

Chairman, Board of Supervisors



Authorized Signatory

Date: _____



Printed name & title

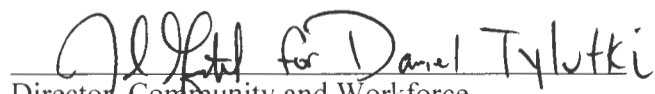
ATTEST:

Date: 9/1/2020

Clerk of the Board

Date: _____

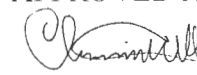
APPROVED AS TO CONTENT:



Director, Community and Workforce
Development, or designee

Date: 9/1/2020

APPROVED AS TO FORM:

 09/01/2020

Christopher L. Straub, Deputy County Attorney

EXHIBIT A
SCOPE OF WORK

1. Project Title and Location:

1.1. Title. Riverview Acres Homeownership Development

1.2. Properties:

Street Address in Tucson, AZ	Pima County Tax Parcel No.
1502 N. Yavapai Street	115-17-192D
1504 N. Yavapai Street	115-17-192E
1506 N. Yavapai Street	115-17-192F
1423 N. Riverview Boulevard	115-17-192B
1427 N. Riverview Boulevard	115-17-192A

1.3. The legal descriptions of the parcels are included as **Attachment 1** of this **Exhibit A**.

2. Construction Requirements:

2.1. The homes constructed on the properties listed above will be new construction must be a single family home that meets the following minimum specifications:

2.1.1. Have approximately 1,304 square feet of living area and include:

2.1.1.1. Three (3) bedrooms;

2.1.1.2. Two (2) baths;

2.1.1.3. Kitchen;

2.1.1.4. Living room; and

2.1.1.5. A two-car garage (approximately 411 square feet).

2.1.2. Be frame and stucco construction with an attractive entry portico;

2.1.3. Have an exterior color that matches the natural paint schemes of the surrounding neighborhood homes;

2.1.4. Be Energy Star® qualified in compliance with the National Home Energy Rating System guidelines and include ceiling fans and tile floors; and

2.1.5. Meet Pima County Inclusive Home Design Ordinance Criteria for accessibility;

2.1.6. Meet all applicable local codes, ordinances, and zoning requirements, including any disaster mitigation standards.

2.2. At least one (1) home will be fully accessible to the physically disabled.

3. Project Activities.

3.1. Acquisition and Construction. Developer will acquire the parcels set forth in Section 1 above and construct and sell to qualified homebuyers five new single-family homes meeting or exceeding the criteria set forth in Section 2. The following timeline applies:

3.1.1. Construction must begin within 90 days of contract execution; and

3.1.2. Construction of all 5 homes must be completed within 24 months of contract execution.

3.2. Marketing and Sales. Developer will:

3.2.1. Actively market the homes to low-income and minority households following the Affirmative Fair Housing Marketing Plan approved by County as shown in **Exhibit F**. Developer may propose a comparable plan which conforms to the guidelines set forth in of 24 CFR Part 92.351 and submit to County for approval.

3.2.2. Ensure that the homes are affordable to households earning at or below 80% Area Median Income ("80% AMI") pursuant to 24 CFR § 92.254:

3.2.2.1. Home must be modest and affordable; and

3.2.2.2. The purchase price must not exceed \$238,000.00, ninety-five percent (95%) of the median purchase price for Pima County as described in 24 CFR 92.254 (a)(2)(iii). If the maximum purchase price is revised by HUD, County will notify Developer in writing. Any such change will not require an amendment.

3.2.3. Sell all five units to eligible low-income homebuyers within nine (9) months of the date of issuance of a Certificate of Occupancy.

3.2.4. If sale of a home is not possible in the timeframe set forth in paragraph 3.2.3 above, rent the home to eligible tenants at an affordable rate under a lease with an initial term of not more than twelve (12) months and a renewal option of not more than six (6) months. Rental homes will continue to be marketed for sale.

3.2.5. Ensure that any homebuyer receives, understands, and executes the Affordable Housing Resale Restriction Agreement (Exhibit D). The executed document will be recorded in the Office of the Pima County Recorder. Terms include, but are not limited to:

3.2.5.1. The sale or foreclosure of the home will trigger the Resale Provisions of HOME funds contributed to the home;

3.2.5.2. The homebuyer must occupy the home as their principal place of residence throughout the period of affordability, a period fifteen (15) years beginning with the initial date of closing;

3.2.5.3. If the home is sold prior to the end of the affordability period, the home must be sold to another eligible low-income homebuyer.

3.3. Land Trust Requirements. The following restrictions apply:

- 3.3.1. Only the improvements (homes) on the five (5) properties will be sold, the underlying land will be leased to the homebuyer for 99 years.
- 3.3.2. Continued affordability of the underlying land must be ensured through both Developer's and appropriate regulatory agreement.

3.4. Education and Counseling. Prior to the close of escrow on a home, Developer will:

- 3.4.1. Assure that the home buyer and adult members of the buyer's household attend an orientation provided by Developer explaining the community land trust model; and
- 3.4.2. Require all adult members of the household to attend and successfully complete Developer's homebuyer education and counseling program.

4. Project Goal and Predicted Outcomes.

- 4.1. Goal: Expand the supply of decent, safe, sanitary, and affordable homeownership opportunities in Pima County.
- 4.2. Predicted outcomes: Five (5) qualified, low-income, households will buy affordable homes.

5. Public benefit – HOME Eligible Activity - Homeownership:

Upon completion, the Project will meet the HOME Program objectives to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary and affordable housing with primary attention to low-income families in the form of new construction of single family housing units [24 CFR 92.1 and 92.205 (a)].

6. Metrics available to measure performance: Developer will construct and sell five new single-family homes to eligible low-income households.

7. Reports.

7.1. Upon Completion of the Project, Developer will provide the following report for each assisted household:

- 7.1.1. Copy of executed Purchase Contract including all addenda.
- 7.1.2. Executed and complete copy of Homebuyer Income Certification.
- 7.1.3. HUD-1 Settlement Statement (Final).
- 7.1.4. Homebuyer Set Up and Completion Form (**Exhibit C**).
- 7.1.5. Executed and Recorded copy of the Resale Restriction HOME Affordable Housing Agreement (**Exhibit D**).
- 7.1.6. Certificate of Completion of Homebuyer Education from a Pima County HUD approved housing counseling agency.

7.2. All reporting provisions will survive the termination of this Agreement.

8. Budget.

Funded Activities	Budget
Acquisition and Construction ¹	\$256,164.00
Developer Fee ²	\$100,000.00
Retention and Final Payment ³	\$40,684.00
Total	\$406,848.00

¹Amount available for construction prior to completion and filing of the HOME Program Completion Report attached as Exhibit C.

²Developer Fee will be according to schedule in Request for Final Payment, Section 5.8.

³Retention will be paid after the completion and filing of the HOME Program Completion Report.

END OF EXHIBIT A

EXHIBIT B

PAYMENT REQUEST FORM & MONTHLY REPORT

PIMA COUNTY COMMUNITY LAND TRUST – RIVERVIEW ACRES

For the Month of _____, 20_____

HOME Contract No. CT-CR-21*100 Request for Payment				
Description	Total HOME Budget	HOME Funds Expended This Month	HOME Funds Expended Prior Month(s)	HOME Funds Expended to Date
Column		A	B	A + B
Acquisition and Construction	\$266,164.00			
Developer Fee	\$100,000.00			
Retention Final Payment	\$40,684.000			
Total	\$406,848.00			

ADDITIONAL PROJECT INFORMATION FOR REPORTING PERIOD:

- Monthly Activity Summary:
- Milestones completed:
- Problems encountered:
- Changes requested for Construction or Reimbursement Schedule:

EXHIBIT C

HOMEBUYER SET UP AND COMPLETION FORM – HOME PROGRAM (for single and multi-address activities)

Full document downloadable from HUD EXCHANGE:

<https://files.hudexchange.info/resources/documents/HOME-IDIS-HOMEBuyer-Set-Up-And-Completion.pdf>

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Homebuyer Set Up and Completion Form HOME Program (For single and multi-address activities)

Check the appropriate box: <input type="checkbox"/> Original Submission <input type="checkbox"/> Ownership Transfer	<input type="checkbox"/> Change Owner's Address <input type="checkbox"/> Revision	Name and Phone Number of Person Completing Form:
---	--	--

Set Up Activity:

A. General Information.

1. Name of Participant:	2. IDIS Activity ID Number:	3. Activity Name:
-------------------------	-----------------------------	-------------------

B. CHDO Questions. (Only if applicable)

1. Is funding limited to CHDO Operating (CO) or CHDO Capacity Building (CC) (Y/N)? (If Yes, STOP. DO NOT FILL OUT THIS FORM.)	2. Will activity be funded with CR (Y/N) If yes, CHCO Acting as (enter code) _____ (1) Owner (2) Sponsor (3) Developer
3. Will initial funding be a CHDO Site Control and/or Seed Money Loan (Y/N)? (Y/N) _____ (If "Y", answer Item 4.)	4. Is the activity going forward? (Y/N): (If "Y", fill out the rest of the form. If "N", only the cost information is needed.)

C. Objective and Outcome.

1. Objective (enter code): _____ (1) Create suitable living environment (2) Provide decent affordable housing (3) Create economic opportunities	2. Outcome (enter code): _____ (1) Availability/accessibility (2) Affordability (3) Sustainability
--	---

D. Special Characteristics.

1. Activity Location Type "Y" next to any that apply (1) CDBG Strategy Area (2) Local target area (3) Presidentially declared major disaster area (4) Historic preservation area (5) Brownfield redevelopment area (6) Conversion of nonresidential to residential use (7) Colonia (For AZ, CA, NM, TX)	2. Will this activity be carried out by a faith-based organization (Y/N)?
---	---

E. Activity Information.

1. Activity Type (enter code): (2) New Construction Only (3) Acquisition Only (4) Acquisition & Rehab (5) Acquisition & New Construction				
2. Homebuyer's Name (optional):		3. Street:		
4. City:	5. State:	6. Zip Code:	7. County code:	Activity Estimates: 8. HOME Units: 9. HOME Cost:
10. Multi-Address (Y/N)?		11. Loan Guarantee (Y/N)?		

F. Developer. (For multi-address activities only)

1. Developer Type (Enter code): (1) Individual (2) Partnership (3) Corporation (4) Not-for-Profit (5) Publicly Owned (6) Other		2. Developer's Name:		
		3. Developer's Street Address:		
4. City:		5. State:	6. Zip Code:	

EXHIBIT D
RESALE RESTRICTION

When Recorded, Please Return To:

Pima County Community and Workforce Development Department
Attn: HOME Program Manager
Pima County Housing Center
801 W. Congress Street
Tucson, AZ 85745

RESALE RESTRICTION
HOME Affordable Housing Agreement

THIS AGREEMENT (as it may be amended and modified from time to time, (the "HOME Program Resale Restriction Agreement"), is made as of _____, 20____, by and between the Owner, Trustee, and the Beneficiaries.

OWNER (may be more than one individual): _____
whose mailing address, Lot and Tax Parcel ID are set forth in paragraph A of the RECITALS below.

TRUSTEE: _____
Whose mailing address is:

BENEFICIARY:

Pima County, a body politic and corporate of the State of Arizona ("County"), whose mailing address is:

Pima County Community and Workforce Development Department
HOME Program
Pima County Housing Center
801 W. Congress ST
Tucson, AZ 85745

RECITALS

- A. Owner has purchased and resides at certain real property described as _____, according to the plat of record in the Office of the Pima County Recorder, recorded in Book _____ of Maps, Page _____ ("the Property"). The street address of the Property is _____, Tucson, AZ _____. The Tax Parcel ID No. is _____.
- B. Pima County Community Land Trust ("PCCLT"), an eligible HOME Program Developer used U.S. Department of Housing and Urban Development ("HUD") HOME funds provided by Beneficiary the for acquisition and development of the Property to make the Property affordable for Income-Qualified Persons, including Owner.

- C. Pursuant to the Grant Funding Agreement between PCCLT and Beneficiary, this Resale Restriction must be recorded against the Property on the Closing Date to insure that, any sale of the property before the end of the Affordability Period, be restricted only to an Income-Qualified household.
- D. Pursuant to HOME regulations, the Property must be occupied as the primary residence of Owner for fifteen (15) years.

RESALE RESTRICTION

1. Definitions.

- 1.1. *Affordability Period*: Fifteen (15) years beginning on the Effective Date.
- 1.2. *Area Median Income ("AMI")*: The median household income for the applicable Standard Metropolitan Statistical Area or County in which the Property is located as calculated and adjusted for household size from time to time by HUD or any successor agency
- 1.3. *Effective Date*: The date Owner's purchase of the Property closed, _____, 20__.
- 1.4. *Household Income*: The total Annual Income for the household as required and defined by HOME regulations at 24CFR §92.203.
- 1.5. *HOME Subsidy*. Total amount of HOME funds provided for the construction and purchase of the Property.
- 1.6. *Resale Restriction*: This Agreement restricting the sale of the Property to an income-qualified household during the Affordability Period.

2. Affordability.

HOME Direct Subsidy	Affordability Period	Household AMI %
\$81,370.00	15	80%

3. **Restrictions Run with the Land.** The restrictions and obligations set forth in this Resale Restriction are covenants running with the Property and will bind Owner and Owner's successors and assigns for the Affordability Period. This Agreement will be recorded in the Office of the Pima County Recorder.
4. **Residential Use.** Owner will use, and will cause all occupants to use, the Property only for residential purposes and any incidental activities related to residential use that are permitted by applicable state and local zoning laws. Owner must occupy the Property for at least nine (9) months of each full year during the Affordability Period.
5. **Transfer of the Property during the Affordability Period.**
- 5.1. *Transfer to Owner's Heirs.* Following the death of Owner, Owner's interest in the Property may be transferred to one or more of the following possible heirs of Owner, without triggering the HOME Resale Requirement, below: the spouse of Owner, any child or children of Owner; or members of Owner's household who have resided on the Property for at least one (1) year immediately prior to Owner's death. This HOME Resale Restriction will survive such a transfer and will continue to bind the Property.
- 5.2. *HOME Resale Requirement.* If, during the Affordability Period, the Property is transferred, whether voluntarily or involuntarily, by operation of law or otherwise, to anyone other than those persons or entities set forth in paragraph 5.1 above, Owner will only convey the Property to an Income-Qualified Person except as otherwise specifically permitted herein. "Income-Qualified Person" shall mean a

person or group of persons whose Household Income does not exceed the percentage of AMI set forth in paragraph 2 above. A proposed buyer's status as an Income-Qualified Person shall be verified in writing by County or a local Community Housing Development Organization in good-standing with HUD or a HUD-certified homebuyer counseling agency. In the event that a more restrictive transfer covenant is associated with the Property, the more restrictive covenant will supersede the terms of this Paragraph 5.2.

6. Lien; Injunctive Relief.

- 6.1. *Grant of Lien.* Owner hereby grants to County a lien on the Property (the "Affordability Lien") to secure Owner's obligations under this HOME Resale Restriction.
- 6.2. *Enforcement.* The Resale Restriction may be enforced by County in the same manner provided by law for the foreclosure of mortgages on real property. County will have the right to enforce this Resale Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations of this Agreement, which will be in addition to, and not in limitation of, any other rights and remedies available to County.
- 6.3. *Release after Affordability Period Ends.* If Owner resides in the Property for the full Affordability Period, or if Owner's heirs as defined in paragraph 5.1 above, or an Income-Qualified Person as defined in paragraph 5.2 above reside in the Property for the remainder of the Affordability Period, the HOME Resale Restriction will terminate and County will execute and record a document releasing the Property from this HOME Resale Restriction.
- 6.4. *Foreclosure under Purchase DOT.* Notwithstanding any implication to the contrary, in the event of a foreclosure or deed in lieu of foreclosure of the Purchase DOT, any provision herein or any provisions in any other collateral agreement restricting the use of the Property to very-low-, low- or moderate-income households or otherwise restricting Owner's ability to sell the Property shall have no effect on subsequent owners or purchasers of the Property. Any person, including his or her successors or assigns (other than Owner or a related entity of Owner or Pima County Community Land Trust), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the Purchase DOT shall receive title to the Property free and clear from such restrictions.
- 6.5. *Right of First Refusal.* Pima County Community Land Trust has recorded in the Office of the Pima County Recorder, a Right of First Refusal or similar restriction against the Property which requires that the home be sold to an income qualified homebuyer with income at/below 80%AMI as defined by HUD. If Owner receives a bona fide offer of purchase from a person or entity that is not an Income-Qualified Person, Owner is obligated to provide notice to Pima County Community Land Trust and to sell property to Pima County Community Land Trust.

7. Permitted Encumbrances; Assignment.

- 7.1. The only permitted monetary encumbrance on the Property is the Purchase DOT.
 - 7.2. County may assign its rights to any government, successor institution or nonprofit affordable housing organization in its sole discretion.
8. **Government Approvals.** To the extent that the enforceability of any provision in this Affordability Lien Agreement ever depends upon the approval of governmental officials, such approval, when given, will relate back to the date of recordation hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

9. **Applicable Law.** This HOME Resale Restriction is subject to and governed by the laws of the State of Arizona, regardless of the fact that one or more parties is now or may become a resident of a different state.

10. **Notice.** Any notice, request or other communication that any party hereto may be required or may desire to give to County, Pima County Community Land Trust, or Owner must be made in writing and will be deemed to have been properly given if mailed by United States registered or certified mail, postage prepaid, return receipt requested, or hand delivered, and addressed as follows, or such other address as the applicable party may have furnished in writing to the party seeking to serve notice as a place for the service of notice. Owner will use reasonable business efforts to ascertain the mailing address of each party that is current as of the date of such notice:

County:

Director
Pima County Community & Workforce Development
Pima County Housing Center, 801 W. Congress ST
Tucson, AZ 85745

Pima County Community Land Trust:

Pima County Community Land Trust
ATTN: Executive Director
17 N. Linda Avenue
Tucson, AZ 85745

Owner: Notice to Owner shall be provided at the address of the Property.

11. **Partial Invalidity.** If any provision of this Resale Restriction is held to be invalid or unenforceable, all the remaining provisions will nevertheless continue in full force and effect.

12. **Time of Essence.** Time is of the essence in this Resale Restriction and every term, condition, covenant and provision hereof.

13. **Modification.** No modification of this Resale Restriction will be binding unless evidenced by an agreement in writing and signed by all parties.

14. **Entire Agreement.** The terms of this HOME Resale Restriction, as executed, constitute the entire agreement among the parties.

SIGNATURES ON FOLLOWING PAGES

OWNER:

[Owner's Name]

[Owner's Name]

STATE OF ARIZONA)
) ss.
County of Pima)

_____ This instrument was acknowledged before me this ____ day of _____, _____, by _____
_____ and _____.

My Commission Expires:

Notary Public

SIGNATURE OF BENEFICIARY ON FOLLOWING PAGE

PIMA COUNTY:

Director, Pima County Community and
Workforce Development Department, or designee

Date

STATE OF ARIZONA)
) ss.
County of Pima)

This instrument was acknowledged before me, the undersigned authority, on this ____ day of _____, 20____, by _____, Director, Pima County Community and Workforce Development Department.

My Commission Expires:

Notary Public

END OF EXHBIT D

EXHIBIT E

MASTER PERFORMANCE DEED OF TRUST

When Recorded, Please Return To:

Pima County Community and Workforce Development Department
Attn: HOME Investment Partnerships Program
801 West Congress Street
Tucson, AZ 85745

MASTER PERFORMANCE DEED OF TRUST

THIS MASTER PERFORMANCE DEED OF TRUST (as it may be amended and modified from time to time, this "Deed of Trust") is made as of _____ 20__, by and between PIMA COUNTY COMMUNITY LAND TRUST, an Arizona nonprofit corporation, as trustor ("Trustor"), with a mailing address of 17 North Linda Avenue, Tucson, AZ 85745; PIMA COUNTY, a political subdivision of the State of Arizona, as beneficiary ("County"), with a mailing address as set forth in the heading above; and PIONEER TITLE AGENCY, an Arizona corporation, as trustee ("Trustee"), with a mailing address of 7445 North Oracle Road, Suite 101, Tucson, AZ 85704.

- A. Trustor is a 501 (c) (3) nonprofit, community-based organization
- B. Trustor holds title to certain parcels of real property (the "Trustor Homes") legally described as follows:

See Attachment A

with street addresses of:

- 1502 N. Yavapai Street, Tucson, AZ 85745, Tax Parcel ID 115-17-192D (Lot 3)
1504 N. Yavapai Street, Tucson, AZ 85745, Tax Parcel ID 115-17-192E (Lot 2)
1506 N. Yavapai Street, Tucson, AZ 85745, Tax Parcel ID 115-17-192F (Lot 1)
1423 N. Riverview Blvd., Tucson, AZ 85745, Tax Parcel ID 115-17-192B (Lot 5)
1427 N. Riverview Blvd., Tucson, AZ 85745, Tax Parcel ID 115-17-192A (Lot 6)

- C. The Trustor Homes will be sold to households in Pima County as follows:
1. Five (5) of the Trustor Homes will be sold to an individual or family with a household income at or below 80% of the Area Median Income (AMI) as determined by the U.S. Department of Housing and Urban Development ("Qualified Low Income Buyer"); and
 2. Trustor will ensure that all five units are acquired by eligible low-income homebuyers within 9 months of the date of completion of construction which is the date of issuance of a Certificate of Occupancy according to 24 CFR 92.254 (a)(3), and any unit not sold must be rented to eligible tenants in accordance with 24 CFR 92.252.

- D. County and Trustor have entered into an agreement, dated _____, 2020, (the “Grant Funding Agreement”), pursuant to which County has agreed to contribute up to \$406,848.00 (the “County Funding”) to Trustor for new construction of the five (5) Trustor Homes (the “Project”).
- E. Pursuant to the Grant Funding Agreement, Trustor has agreed, as a condition precedent to receiving the County Funding, to cause this Deed of Trust to be executed and recorded against the Trustor Homes in an amount equal to \$\$81,370.00 or actual County contribution, whichever is greater, for each Trustor Home in order to secure Trustor’s obligations under the Grant Funding Agreement.

AGREEMENT

1. **Grant.** In consideration of the foregoing recitals and for other good and valuable consideration, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with statutory power of sale and all rights associated therewith for the benefit and security of County, under and subject to the terms and conditions hereinafter set forth, the Trustor Homes, together with (i) any and all buildings and other improvements now or hereafter erected on the Trustor Lot; (ii) all easements, rights-of-way and other rights now owned or hereafter acquired by Trustor in connection with the Trustor Homes or as a means of access thereto; (iii) all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining a Trustor Home, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with a Trustor Home; and (iv) all proceeds of the foregoing; and 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 as of the date hereof (together, the “Properties”).
2. **Purpose.** The above grant is made for the purpose of (i) securing the performance by Trustor of all its obligations under the Grant Funding Agreement, including the obligations to construct the Trustor Homes, to sell each of the Trustor Homes to a Qualified Low Income Buyer or Buyers, as required in the Grant Funding Agreement, and to repay to County certain sums paid by County to Trustor under the Grant Funding Agreement in the event that Trustor sells a Home to other than a Qualified Low Income Buyer; and (ii) securing Trustor’s performance of all its obligations under this Deed of Trust.
3. **Release of Lot; Recordation of Ground Lease.** County will execute a release of the lien of this Deed of Trust with respect to each of the Trustor Homes at such time as the newly constructed single-family housing units on each Trustor Lot is sold by Trustor to a Qualified Low Income Buyers. The release will be deposited by County with an escrow agent selected by Trustor within fifteen (15) days after receiving from Trustor a written request for the release, along with documentation showing that each Trustor Home is being sold to a Qualified Low Income Buyer. The release will be contingent upon recordation, at closing on each Home, of a Homebuyer Affordable Housing Restriction and Lien Agreement (“Restriction and Lien”) of each Trustor Home from Trustor to the Qualified Low Income Buyer in a form as approved by County, which will restrict subsequent transfer of the Trustor Home to Qualified Low Income Buyers or to Trustor for a period of not less than ninety-nine (99) years as provided by the Restriction and Lien. The Restriction and Lien will grant to Trustor a lien on the Home in order to secure this transfer and contingent repayment obligation, and *that lien will be considered for all purposes to be a continuation of the lien granted by this Deed of Trust, so that its date for priority purposes will be the date of this Deed of Trust.* The Restriction and Lien will provide, however, that Trustor’s lien is subordinate to any deed of trust granted by the Qualified Low Income Buyer to the Qualified Low Income Buyer’s lender to secure repayment of the Qualified Low Income Buyer’s purchase money loan.
4. **Obligations of Trustor to Protect Security.** To protect the security of this Deed of Trust, Trustor will:

- 4.1. Keep the Properties in good condition and repair; not remove or demolish any building thereon; complete or restore promptly and in a good and workmanlike manner any building that may be constructed, damaged, or destroyed thereon and pay when due all claims for labor performed and materials furnished for such construction or repair.
- 4.2. Comply with all laws affecting the Properties or requiring any alterations or improvements to be made thereon.
- 4.3. Refrain from committing or permitting waste thereof.
- 4.4. Refrain from committing or permitting, and make reasonable efforts to prevent, any act upon the Properties in violation of law.
- 4.5. Provide, maintain, and at County's request provide County with a copy of policies of property insurance on each of the Properties.
- 4.6. Appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of County or Trustee; and to pay all costs and expenses of County or Trustee, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which County or Trustee may appear or be named, and in any suit brought by County or Trustee to foreclose this Deed of Trust.
- 4.7. Pay, before delinquent, all taxes and assessments affecting the Properties; when due, 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 Release and Full Reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of this Deed of Trust following default.

5. Right of County to Protect Security.

- 5.1. If Trustor defaults in any of its obligations under this Deed of Trust, then at County's option County may, without notice to or demand upon Trustor and without releasing Trustor from any obligation, make or do the same in such manner and to such extent as County may deem necessary to protect its security. County is authorized to enter upon any of the Properties for such purposes; appear in and defend any action or proceeding purporting to affect the rights or powers of County or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien that appears to be prior or superior to the County's interest; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay reasonable attorney's fees.
- 5.2. Trustor shall pay immediately and without demand all sums expended by County or Trustee, from the date of expenditure to the date paid, and this payment obligation will be secured by this Deed of Trust.

6. Right to Sell Property

- 6.1. Upon the occurrence of a default of any obligation of that is secured by this Deed of Trust, County may declare all sums secured by this Deed of Trust immediately due and payable by delivering to Trustee written notice setting forth the nature of the default.
- 6.2. Trustee shall record and give notice of Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, subject to the statutory rights of reinstatement,

the Trustee shall sell, in the manner required by law, any of the Properties at public auction at the time and place fixed by it in the notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, payable at the time of 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 shall deliver to such purchaser its Deed conveying the specific property so sold, but without any covenant or warranty, expressed or implied. Any persons, including Trustor or County, may purchase at such sale.

- 6.3. After deducting all costs, fees, and expenses of sale, including closing costs, the cost of title insurance, and reasonable attorney's fees, Trustee shall apply the proceeds of sale to payment of all sums then secured by this Deed of Trust 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. To the extent permitted by law, an action may be maintained by County to recover deficiency judgments for any amounts owed that are not covered by sales proceeds.
- 6.4. In lieu of sale pursuant to the power of sale conferred above, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosures of mortgages on real property. County shall also have all other rights and remedies available hereunder and at law or in equity. All rights and remedies shall be cumulative.

7. Miscellaneous

- 7.1. Successor Trustee. County may appoint a successor trustee in the manner prescribed by law. A successor trustee will, without specific conveyance from the predecessor trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. A trustee may resign by mailing or delivering notice thereof to County and Trustor.
- 7.2. Binding Agreement. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns and it runs with the land and is binding on all successor owners of any of the Properties or any interest in any of the Properties.
- 7.3. Duties of Trustee. 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 shall be a party unless brought by Trustee.
- 7.4. Request for Notice by Trustor. Trustor requests that a copy of any notice of trustee's sale hereunder be mailed to Trustor at the address set forth at the beginning of this Agreement.
- 7.5. Notices. All notices to be delivered under this Deed of Trust shall be by first class mail, registered mail or certified mail, postage prepaid, and delivered to the address set forth in this Deed of Trust, unless written notice of a change of address has been delivered.

SIGNATURES ON FOLLOWING PAGE

By _____
Its _____

This instrument was acknowledged before me this ____ day of _____, 20____, by _____, as the _____, of PIMA COMMUNITY LAND TRUST, an Arizona nonprofit corporation.

My Commission Expires:

Director, Community and Workforce Development Date
Department, or designee

Christopher L. Straub, Deputy Pima County Attorney, Civil Division

MASTER PERFORMANCE DEED OF TRUST – ATTACHMENT A

LEGAL DESCRIPTIONS OF FIVE PARCELS

ADDRESS	PARCEL #	LEGAL DESCRIPTION
1502 N. YAVAPAI ST TUCSON, AZ 85745	115-17-192D	LOT 3 RIVERVIEW ACRES RS 51/39 AKA PTN EL RIO ACRES LOT 115
1504 N. YAVAPAI ST TUCSON, AZ 85745	115-17-192E	LOT 2 RIVERVIEW ACRES RS 51/39 AKA PTN EL RIO ACRES LOT 115
1506 N. YAVAPAI ST TUCSON AZ 85745	115-17-192F	LOT 1 RIVERVIEW ACRES RS 51/39 AKA PTN EL RIO ACRES LOT 115
1423 N. RIVERVIEW BL TUCSON, AZ 85745	115-17-192B	Lot 5 RIVERVIEW ACRES RS 51/39 AKA PTN EL RIO ACRES LOT 115
1427 N. RIVERVIEW BL TUCSON, AZ 85745	115-17-192A	LOT 6 RIVERVIEW ACRES RS 51/39 AKA PTN EL RIO ACRES LOT 115

End of Exhibit E

EXHIBIT F

AFFIRMATIVE FAIR HOUSING (AFHM) PLAN – SINGLE FAMILY HOUSING

HUD FORM 935.2B

Full document downloadable at the following HUD website:

<https://www.hud.gov/sites/documents/935-2B.PDF>

Affirmative Fair Housing Marketing (AFHM) Plan - Single Family Housing

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2528-0013
(exp. 12/31/2018)

1a. Applicant's Name, Address (including City, State & Zip code) & Phone Number		1c. Development Number	1d. Number of Units
		1e. Price Range From \$ To \$	1f. Type of Housing <input type="checkbox"/> Development <input type="checkbox"/> Scattered Site
		1g. Approximate Starting Date: (mm/dd/yyyy) Advertising Occupancy	
1b. Development's Name, Location (including City, State and Zip code)		1h. Housing Market Area	1i. Census Tract
		1j. Sales Agent's Name & Address (including City, State and Zip Code)	
2. Type of Affirmative Marketing Area (check all that apply): <input type="checkbox"/> White (non-minority) Area <input type="checkbox"/> Minority Area <input type="checkbox"/> Mixed Area (with _____% minority residents)		3. Direction of Marketing Activity (Indicate which group(s) in the housing market area are most likely to apply for the housing because of its location and other factors without special outreach efforts): <input type="checkbox"/> White <input type="checkbox"/> American Indian or Alaskan Natives <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Persons with Disabilities <input type="checkbox"/> Families with Children <input type="checkbox"/> Other: _____ Specify _____ (e.g. specific ethnic group, religion, etc.)	
4a. Marketing Program: Commercial Media (Check the type of media to be used to advertise the availability of this housing): <input type="checkbox"/> Newspapers/Publications <input type="checkbox"/> Radio <input type="checkbox"/> TV <input type="checkbox"/> Billboards <input type="checkbox"/> Other (specify) _____			
Name of Newspaper, Radio or TV Station		Group Identification of Readers/Audience	
4b. Marketing Program: Brochures, Signs, and HUD's Fair Housing Poster (1) Will brochures, letters, or handouts be used to educate? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", attach a copy or submit when available. (2) For development site sign, indicate sign size _____" x _____"; Logo type size _____" x _____. Attach a photograph of sign or submit when available. (3) HUD's Fair Housing Poster must be conspicuously displayed wherever sales/rentals and showings take place. Fair Housing Posters will be displayed in the <input type="checkbox"/> Sales Office <input type="checkbox"/> Real Estate Office <input type="checkbox"/> Model Unit <input type="checkbox"/> Other (specify) _____			

Previous editions are obsolete

Page 1 of 3

vt. Handbook 9823.1

Form HUD-935.2B (7/2006)