

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING		PAGE OF PAGES 1 18	
2. CONTRACT (Proc. Inst. Ident.) NO. W9124J-15-2-0001		3. EFFECTIVE DATE 03 Aug 2015			4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY MICC - FSH ATTN: MICC - FSH 2205 INFANTRY POST RD 210-466-2145 FORT SAM HOUSTON TX 78234-1361		CODE W9124J	6. ADMINISTERED BY (If other than Item 5) See Item 5			CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) COCHISE, COUNTY OF JIM VLAHOVICH 1415 MELODY LN BLDG G BISBEE AZ 85603-3037					8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
					9. DISCOUNT FOR PROMPT PAYMENT			
					10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:			ITEM
CODE 3GLX2		FACILITY CODE			12. PAYMENT WILL BE MADE BY DFASIN VP GFEB 8899 E. 56TH ST INDIANAPOLIS IN 46249-3800			
11. SHIP TO/MARK FOR CDR, US ARMY ENVIRONMENTAL COMMAND CDR, US ARMY ENVIRONMENTAL COMMAND 2450 CONNELL ROAD FORT SAM HOUSTON TX 78234		CODE W81W25	CODE			HQ0490		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) [] 41 U.S.C. 253(c)				14. ACCOUNTING AND APPROPRIATION DATA				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE								
15G. TOTAL AMOUNT OF CONTRACT						\$10,026,810.00		
16. TABLE OF CONTENTS								
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION	
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/ CONTRACT FORM		1	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		3 - 16	J	LIST OF ATTACHMENTS		
PART IV - REPRESENTATIONS AND INSTRUCTIONS								
X	D	PACKAGING AND MARKING			REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
X	E	INSPECTION AND ACCEPTANCE		17				
X	F	DELIVERIES OR PERFORMANCE		18	K	INSTRS., CONDS., AND NOTICES TO OFFERORS		
	G	CONTRACT ADMINISTRATION DATA			L			
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE								
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)				
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER				
				TEL: _____ EMAIL: _____				
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED		
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)				

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Fort Huachuca Cooperative Agreement COST Army Compatible Use Buffer (ACUB) in the vicinity of Ft. Huachuca. FOB: Destination		Job		\$10,026,810.00
				ESTIMATED COST	\$10,026,810.00

Section C - Descriptions and Specifications

ARTICLES

Section C - Descriptions and Specifications

TABLE OF CONTENTS

ARTICLES

Article 1 Authority

Article 2 Order of Precedence

Article 3 General Definitions

Article 4 Summary of Scope/Purpose

Article 5 Costs

Article 6 Services

Article 7 Funding

Article 8 Payment

Article 9 General Provisions

Article 10 Agreement Administration

Article 11 Terms of the Agreement, Suspension, and Termination

Article 12 Points of Contact

Article 13 Entire Agreement

Article 14 Waiver of Rights

Article 15 Liability

Article 16 Severability

Article 17 Force Majeure

Article 18 Notices

Article 19 Disposition of Property

ATTACHMENTS

Attachment 1 Statement of Work

Attachment 2	Supplemental Terms and Conditions
Attachment 3	Other Certifications
Attachment 4	Map(s)

ARTICLE 1 - AUTHORITY

This Cooperative Agreement (CA) is executed under authority of 10 U.S.C. § 2684a (b)(1) and 16 U.S.C. § 670c-1.

ARTICLE 2 – ORDER OF PRECEDENCE

2.1 This CA is subject to the laws and regulations of the United States. Any inconsistency or conflict in the terms and conditions specified in this CA shall be resolved according to the following order of precedence:

2.1.1 The Federal statute authorizing this award, or any other Federal statutes directly affecting performance of this CA.

2.1.2 2 CFR part 200, as modified and supplemented by DoD's interim implementation found in 2 CFR part 1103

2.1.3 Department of Defense Grant and Agreement Regulations (DoDGARs).

2.1.4 These general terms and conditions.

2.1.5 Other terms and conditions contained within the CA and any attached schedules.

In case of disagreement with any requirements of this award, the recipient shall contact the grants officer in order to resolve the issue. The recipient shall not assess any costs to the award or accept any payments until the issue is resolved.

ARTICLE 3 – GENERAL DEFINITIONS

3.1 Agreement Administrator (AA): The Agreement Administrator has authority to administer CA's and, in coordination with the Grants Officer, make determination and findings related to delegated administrative functions (Specific POCs applicable to this ACUB are listed in Article 12).

3.2 Alternate Cooperative Agreement Manager (ACAM): The ACAM provides backup (i.e., assists and/or supports) the CAM. The ACAM is the Government's technical representative backup from USAEC charged with advising and updating the CAM on the Army Compatible Use Buffer (ACUB) project at Fort Huachuca.

3.3 Annual Report: The document which summarizes project progress and provides an accounting of funding and disbursements under the CA for each fiscal year to the CAM, the Grants Officer, and Fort Huachuca no later than 30 October of each year.

3.4 Cooperative Agreement Manager (CAM): The CAM is the Government's technical representative from USAEC charged with the overall responsibility of management and guidance of the CA.

3.5 Grants Officer: The Grants Officer is the Government's principal point of contact for all administrative, financial or other non-technical issues arising under the Agreement.

3.6 Installation: The installation is a base, camp, post, station, yard, center or other activity under the jurisdiction of the Secretary of a Military Department. For purposes of the Agreement, this ACUB project is designed to buffer Fort Huachuca.

3.7 Parties: For purposes of this agreement, the parties include the United States Army, and the Recipient.

3.8 Recipient: The recipient is an organization or other entity receiving assistance by grant or CA from a DoD Component. For purposes of this agreement, the Recipient is Cochise County, Arizona.

3.9 Recipient Program Manager (RPM): The RPM is the Recipient's official charged with the overall responsibility of management and guidance of the CA.

3.10 Technical Cooperative Agreement Manager (TCAM): The TCAM is the Government's technical representatives from USAEC/Fort Huachuca charged with advising and updating the CAM and ACAM on the ACUB project at Fort Huachuca.

ARTICLE 4 – SUMMARY OF SCOPE/PURPOSE

4.1 The primary purpose of this CA is to work with Cochise County to structure the acquisition, protection and management of property interests identified under this agreement. Specifically, Cochise County and the Army are collaborating to acquire and protect several parcels in the vicinity of Fort Huachuca in order to prevent incompatible land uses such as growth of residential and commercial development (increasing urbanization), and to preserve key native grasslands that are part of the contributing watershed which contains critical habitat for the endangered Huachuca Water Umbel (HWU) and Southwestern Willow Flycatcher (SWFL). Reducing future development and encroachment will reduce the competition for water resources in the area as well. Protecting water resources outside the fence is critical to maintaining the mission on Fort Huachuca. Specifically, the efforts anticipated under this CA are important to minimize overall water use through water conservation measures such as drought-tolerant landscaping, landscaping, low-flow fixtures, re-use, water harvesting, deed restrictions and other water conservation methods.

4.2 Final decisions and strategies will be the result of partnership decisions, including but not limited to, state and local government, Cochise County, Fort Huachuca, and others. Scope includes the prioritization, acquisition, protection and management of areas critical to support and sustain the military operational and training mission of the Army. Specifically, the CA will serve to (i) sustain the military mission by preventing incompatible and/or limiting adjacent land uses that will negatively impact training realism and capability; (ii) preserve key native grasslands that are part of the contributing watershed which contains critical habitat for the endangered UWU and SWFL; and (iii) identify possible areas for stormwater recharge and construct stormwater recharge facilities and enhance water resource management.

ARTICLE 5 – COSTS

5.1 This CA is a cost-share agreement with a requirement that can include cash, land owner donations, and in-kind services.

5.1.1 Notwithstanding the minimum, this is a best efforts agreement wherein Cochise County will leverage Army funds as well as other sources of funds identified by the recipient, including State and Federal agencies, to achieve the overall funding goal. All funds and in-kind services must be used to achieve project tasks set forth in this CA and attached SOW. If Cochise County chooses to provide in-kind services, the value of the services may be counted toward the cost-sharing requirement if those services are reasonably related to the pre-acquisition, acquisition or post-acquisition stewardship and management of an interest in real property and have been specifically agreed upon by the parties to this CA. Services may include staff time to accomplish tasks (including maintaining resource and parcel data relevant to the ACUB, negotiations with the landowner, negotiating and developing land transactions, landowner outreach, monitoring and enforcement of easements and/or restrictions on real property interests acquired, acquisitions of land interests through donation, etc.); legal services in connection with its efforts to acquire the property, and overhead costs specifically associated with working on acquisitions under this CA.

5.2 Expenditures by the Army under the CA will be subject to the availability of funds. No provision of this CA shall be interpreted to require the payment or obligation of funds by Fort Huachuca or the Army in violation of the

Anti-Deficiency Act, 31 U.S.C. § 1341. If funds are available, the Army will pay for an agreed upon share of direct and indirect project costs after negotiation with the recipient.

5.2.1 Under certain, agreed upon circumstances, Cochise County may choose to (i) provide in-kind services (see 5.1.1 above) and/or (ii) exchange or donate an interest in real property.

5.3 Cochise County may solicit funds from third party sources to leverage the Army's contributions and support the purposes of this agreement. All funds solicited and obtained by Cochise County from any third party source outside the Department of Defense (DoD) (including non-DoD federal or state programs, donors and other non-governmental organizations) may be attributed to Cochise County as part of its agreed upon share of costs for specific interests in real property under this CA.

5.4 Types of costs (direct and indirect) associated with this CA.

5.4.1 Acquisition of identified parcels, either fee simple or lesser interest such as a conservation easement. Acceptable costs include: (i) the purchase price of the property interest, as well as any down payment and option consideration if not included in the purchase price; (ii) pre-acquisition requirements such as contact and negotiation with landowners, travel and legal costs related to acquisitions of real estate interests, drafting of purchase and sale agreements, boundary surveys, title investigations and title reviews, mapping costs, appraisals, due diligence (e.g., environmental site assessments), preparation of deeds for transfer and other inspections or searches deemed necessary by Cochise County to accurately ascertain the value and condition of the realty or easement acquired; (iii) acquisition requirements, including the costs to close the transaction, title transfer taxes and taxes paid or triggered at purchase or sale (such as real property taxes paid at closing, compensating taxes, excise taxes, transfer taxes, documentary stamps, and taxes resulting from change in use), title insurance, escrow fees and recordation fees and other similar expenses that are attributed to the specific real estate acquisition; and, (iv) the direct and indirect cost of staff time to perform foregoing tasks. All acquisitions will be at or below fair market value as established by an appraisal in compliance with general federal appraisal standards.

5.4.2 Post-acquisition Stewardship and Management Costs under this agreement include: (i) the cost of regular monitoring, and, if necessary, enforcement of conservation easements acquired under this agreement; and, (ii) the cost of managing or restoring natural resources to meet the purposes of this agreement.

5.4.3 The costs associated with future management of each specific parcel encumbered pursuant to this CA. An amount equal to approximately 10% of the conservation easement's appraised fair market value will generally be assumed to be reasonable for purposes of calculating allocable future costs. Future costs must be directly attributable to Cochise County's obligations as holder of conservation easements and shall include baseline inventory of protected property, annual monitoring of easements for compliance, regular landowners contact, and, if necessary, enforcement of easement restrictions. All application of future costs shall be closely coordinated with the Agreement Administrator.

ARTICLE 6 – SERVICES

Each party, to the extent feasible, will commence work towards accomplishment of project tasks using available resources upon the date of execution of this agreement and continue to do so for the duration of the period of performance or until all available funding is exhausted, whichever occurs earlier. If the recipient to this agreement is unable to provide such services in the absence of additional funding, the TCAM shall notify the AA via the CAM to determine whether there is a need to modify or amend this agreement.

ARTICLE 7 – FUNDING

7.1 Funding Limitation. The maximum funding limitation for the Army is the amount specifically obligated by this CA or amendment/modification thereto.

7.2 Funding Allocation. Funding allocations to Cochise County will be made by administrative amendment/modification to this CA.

7.3 Funding Methods.

7.3.1 Advance Funds. If the recipient considers advance funds to be required, Cochise County must request the advance funds at least 60 days prior to the date needed for closing on real property interests under this CA.

7.3.1.1 The request for funds will include documentation supporting the request to include the anticipated closing date, acreage, location, appraised value of parcel or easement, amount of Army funding requested,) and nature or interest being acquired.

7.3.1.2 The recipient acknowledges that they can make no binding commitment dependent on Army funds until funds are obligated against the CA and the Army has authorized expenditure of such funds for the specific property interests to be acquired. Cochise County may engage landowners in negotiations to develop preliminary agreements in principle, but shall not enter a binding agreement for purchase and sale of such interest without first receiving: (1) concurrence of the Army; (2) assurance that sufficient funds are available; and (3) notice to proceed.

7.3.2 When not using EFT/WAWF, the Army goal is to reimburse the recipient for expenses incurred within 30 days of invoice receipt for approved ACUB program costs (see Article 8 for WAWF specific details).

7.3.3 All Army funds to be contributed through this CA shall be considered obligated upon signature of the Grants Officer through amendments to the CA.

7.4 The scope of the agreement, as documented in Attachment 1, defines the requirements of the Army and the desirable projects/parcels for acquisition of interests under the ACUB program. The Army acknowledges that the period of time that may elapse between when federal funds are disbursed to Cochise County by the Army and the date of “closing” on approved projects under this Agreement can be in excess of seven (7) business days. The Army also acknowledges that Cochise County may not have any control over the time involved in closing but requires the recipient to make every effort to minimize the amount of time that federal funds are held prior to closing.

ARTICLE 8 – PAYMENT

8.1 Payment will be made using Wide Area Workflow (WAWF). The WAWF system is the method to electronically process payment requests and validate invoices/receiving reports.

8.2 WAWF training is also available on the webpage identified below. The recipient is encouraged to follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil>.

8.3 The recipient shall submit payment requests electronically using WAWF at the website: <https://wawf.eb.mil>. WAWF is a secure site that facilitates electronic payment. The recipient shall self-register at the website and coordinate questions and/or issues with the AA. Recipients may also need to register on the SAM website (<https://www.sam.gov/portal/public/SAM/>).

8.4 In addition to the AA, you may contact the Ogden, UT Help Desk for technical issues with the WAWF site. The Help Desk is at cscassig@csd.disa.mil or the following telephone numbers:

Toll Free: (866) 618-5988

Commercial: (801) 605-7095

Commercial FAX: (801) 605-7453

8.5 The recipient shall use the information in the following table to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system:

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC ¹	HQ0490

Issue By DoDAAC	W9124J
Admin DoDAAC	W9124J
Inspect By DoDAAC	W81W25
Service Approver (DoDAAC)	W81W25
Service Acceptor (DoDAAC)	W81W25

¹ DoDAAC is a six position code that uniquely identifies a unit, activity, or organization.

8.6 Advance Payment.

8.6.1 The recipient may receive advance payments under this CA. The recipient must request advance funds at least 60 days prior to the date needed for closing on parcels. The request for funds will include the following supporting documentation: property identification (name), estimated closing date, acreage, location/priority area, appraised value of parcel or easement, amount of Army funding requested, nature of interest being acquired, and benefit to mission. Advance payments must be limited to the minimum amount needed and be timed to be as close as is administratively feasible to the actual disbursements required in the performance of this agreement.

8.6.2 For the purpose of this CA, Advance Payments are treated differently than Lump Sum Payments (see paragraph 8.7 for Lump Sum Payments). All advance payments shall be deposited in interest bearing accounts unless the best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances, or the depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash balances.

8.6.3 Interest earned on Advance Payments valued over \$250 shall be remitted annually to DFAS Indianapolis, HQ0490, 8899 E. 56th Street, Indianapolis, IN 46249-3800 (DFAS-IN.97.VPIS@DFAS.MIL). A copy of the transmittal letter stating the amount of interest remitted shall be sent to Mission and Installation Contracting Command, Grants Officer, Environmental Contracting Division, ATTN: Veronica Romero, 2205 Infantry Post Road, Fort Sam Houston, TX 78234-1361. After completion and/or closeout of effort against this CA, residual or unliquidated advance payment funds shall be coordinated with the Grants Officer for disposition.

8.6.4 The funds provided to recipients by advance are to be used solely for the items of allowable acquisition costs incurred in the performance of this CA as set forth in the terms and conditions specified in Articles 1 through 18 and the SOW.

8.6.5 The recipient agrees to minimize, to the extent possible, the time elapsing between the transfer of funds from the U.S. Treasury and the use of those funds by the recipient for approved purposes under this CA.

8.6.6 The recipient shall make records and accounts pertaining to this CA available for inspection by auditors and other authorized Federal Government officials as required.

8.6.7 Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

8.7 Lump Sum Payment.

8.7.1 Application of Lump Sum Payment. This CA addresses the use, development, preservation, protection and/or restoration of real property in the vicinity of Fort Huachuca. The primary objective of the CA is to preserve habitat on the property in a manner that: (i) is compatible with environmental requirements; (ii) may eliminate or relieve environmental restrictions that impact local military training, testing or operations; and (iii) protects potential clear zone areas from use or encroachment that is incompatible with the mission of Fort Huachuca. To that end and when determined appropriate by the Grants Officer, the Government may make a Lump Sum payment of an amount intended to cover the future costs of natural resource management, monitoring and enforcement to the recipient and permit the recipient to place the sum in an interest bearing account with the interest earned applied to the same purpose that the principal was authorized to fund (i.e., furthers the specific purpose of the principal) as long as the account exists, regardless of the duration of this CA.

8.7.2 Supporting Documentation peculiar to Lump Sum Payments. Prior to Government approval of a lump sum payment, the CAM/ACAM/TCAM must provide the Grants Officer the specific management objectives (and associated/projected milestone dates) expected to be covered by the lump sum as well as any specific limitations sought by the parties as a result of these objectives.

8.7.3 Final Disposition. Upon completion or closure of the effort for which the lump sum was established or if it is determined that continued management under this CA be impractical, any remaining unliquidated funding (to include interest) shall be coordinated with the Grants Officer for specific disposition instructions and remittance to DFAS Indianapolis, HQ0490, 8899 E. 56th Street, Indianapolis, IN 46249-3800 (DFAS-IN.97.VPIS@DFAS.MIL). In the event that funds are remitted, a copy of the transmittal letter stating the specific amount of remittance shall be sent to Mission and Installation Contracting Command, Grants Officer and Agreement Administrator.

8.8 Reimbursable Payments: The recipient may receive payments via reimbursement under this CA via WAWF. They will then forward the relevant data to DFAS for payment within ten (10) calendar days of receipt of the voucher. Payments will be made via EFT within 30 calendar days of receipt of transmittal (i.e., receipt of billing) unless the Government believes the request to be improper or unallowable. Supporting documentation, including vouchers, deed documents or closing statements, for actual expenditures shall be submitted to the CAM for all reimbursable expenses, including those originally made as advance payments.

8.9 Financial Status Reports.

8.9.1 The Recipient(s) shall submit a Standard Form 425, Federal Financial Report, to the Agreements Office on an annual basis, within 30 days of the anniversary of this CA.

8.10 Audit Procedures. The Recipient shall ensure that an audit shall be conducted annually in accordance with the following subparagraphs ("Super Circular" (codified at 2 CFR Part 200)) and provided to the Agreements Administrator.

8.10.1 Selection of Auditors, Scope of Audit, and Audit Objectives. An independent auditor herein defined as a public accountant or government auditor who meets the standards specified in the Government Auditing Standards issued by the U.S. Comptroller General, shall review and report Recipient expenditures of federal funds. The auditor shall determine whether:

- (i) The financial statements of the Recipient present fairly its financial position and the results of its operations in accordance with generally accepted accounting principles;
- (ii) The Recipient has an internal control structure to provide reasonable assurance that it is managing Federal awards in compliance with applicable laws and regulations, and has in place adequate controls to ensure compliance with the laws and regulations that could have a material impact on the financial statements;
- (iii) The Recipient has complied with laws and regulations that may have a direct and material effect on its financial statements on each major Federal program;
- (iv) The Recipient is operating in compliance with its established policies and procedures; and
- (v) The Recipient has complied with all requirements of this Agreement.

8.10.2 Records. The Recipient shall maintain adequate records to account for Federal funds received, as well as cost share elements, under this Agreement. Upon completion or termination, whichever occurs earlier, the Recipient shall furnish to the Agreement Administrator a copy of the final financial report. The Recipient's relevant financial records are subject to examination or audit by the Government for a period not to exceed three (3) years after expiration of the term of this Agreement. The Agreement Administrator or designee shall have direct access to sufficient records and information of the Recipient, to ensure full accountability for all funding under this Agreement. Upon prior written notice such audit, examination, or access shall be performed during business hours on business days and shall be subject to the security requirements of the audited party. Cochise County shall have a minimum of 60 and a maximum of 90 days from the date of written notice to respond.

8.11 Program Income.

8.11.1 For the purpose of this cooperative agreement, the source of the recipient's program income does not include interest earned on Federal funds (a.k.a. partner share). Program income is defined in 2 CFR 200.80 and 2 CFR 200.307.

8.11.2 Costs incidental to the generation of program income may be deducted from gross income to determine program income.

8.11.3 Program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes and under the conditions of the Federal award

8.11.4 Program income may be used to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award remains the same.

8.12 To the extent available, the non-Federal entity must disburse funds available from Program Income before requesting additional cash payments.

ARTICLE 9 – GENERAL PROVISIONS

9.1 Successors and Assigns. This CA may not be assigned by a party without the express written consent of the other parties. All covenants made under this CA shall bind and inure to the benefit of all successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

9.2 Execution. This CA is executed based upon a duly authorized representative of all the parties signing the CA. This CA may be executed in several counterparts, each of which shall be deemed an original.

9.3 Administrative and Cost Principles.

9.3.1 The following administrative and cost principles, as applicable, effective the earlier of a) the start date of this CA, or b) the date on which the recipient incurs costs to be assessed by the CA, are incorporated as part of this CA by reference:

9.3.1.1 Office of Management and Budget Guidance for Grants and Agreements, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

9.3.1.2 DoD Grant and Agreement Regulations (DoD 3210.6-R). The applicable uniform policies and procedures for Grants and CA's awarded under DoD components.

9.3.2 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURAA) as applicable to this agreement is hereby incorporated by reference. For purposes of the STURAA and for all purposes under this CA, all transactions under this CA shall be voluntary transactions with willing sellers only. The Army acknowledges and agrees that (i) no specific site or property needs to be acquired, (ii) any real property interest to be acquired under this CA is not part of an intended, planned or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits, and (iii) neither the Government nor the recipient will acquire the property pursuant to this CA in the event negotiations fail to result in an amicable agreement. For real property interests to be acquired by recipient or other non-governmental eligible entity, the recipient may follow the procedures set forth under the STURAA for voluntary transactions by a person that does not have authority to acquire property by eminent domain.

9.3.3 Retention and Examination of Records. Financial records, supporting documents, statistical records and all other records or microfilm copies pertinent to this agreement shall be retained for a period of three years.

9.3.4 Sub-awards, Contracts and Sub-contracts. The applicable federal cost principles and requirements for sub-awards, contracts and subcontracts under this agreement shall be those otherwise applicable to the type of organization receiving the sub-award contract or sub-contract.

9.4 National Policy Requirements and similar provisions. Cochise County agrees that no person shall be denied benefits or otherwise be subjected to discrimination in connection with, performance under this CA, on the grounds of race, religion, color, national origin, sex or handicap. By signing this CA, the recipients assure that they will comply with applicable provisions of the following national policy requirements:

9.4.1 Executive Order 11246, Employment discrimination and equal opportunity (41 CFR, part 60).

9.4.2 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, et seq.), as implemented by DoD regulations at 32 CFR part 195.

9.4.3 Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

9.4.4 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

9.4.5 Clean Air Act (42 U.S.C. § 7401, et. Seq.) and Clean Water Act (33 U.S.C. § 1251, et. seq.), as implemented by Executive Order 11783 [3 CFR, 1971-1075 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR part 15.

9.4.6 National Environmental Policy Act (NEPA, at 42 U.S.C. § 4231, et. seq.). In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

9.4.7 National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et. seq.).

9.4.8 Lobbying.

9.4.8.1 Cochise County agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

9.4.8.2. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 C.F.R. pt. 28) to implement the provisions of 31 U.S.C. § 1352, is incorporated by reference

9.4.9 Officials Not To Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share any part of this agreement or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

9.4.10 Drug-Fee Work Place.

9.4.10.1 Cochise County agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.

9.4.10.2 The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 C.F.R. pt. 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference, and Cochise County covenants and agrees to comply with all their provisions, including any amendments to the Final Rule that may hereafter be issued.

9.4.11 Trafficking Victims Protection Act of 2000, as amended (TVPA) (22 U.S.C. § 7104(g)) Section 106(g) states: “any grant, contract or cooperative agreement provided or entered into by a Federal department or agency under which funds are to be provided to a private entity, in whole or in part, shall include a condition which authorizes the department or agency, to terminate the grant, contract or cooperative agreement, without penalty, if the grantee or any sub-grantee, or the contractor or subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement.”

9.5 Certifications. By signing this agreement, the recipient endorses that the following certifications have been provided: Appendix A to 32 CFR Part 25 regarding debarment, suspension and other responsibility matters; Appendix C to 32 CFR Part 25 regarding drug free workplace requirements; Appendix A to 32 CFR Part 28 regarding lobbying. The above certifications do not apply to transactions in real property interests. They apply only to any other contracts written as a result of this agreement, which are funded with federal funds obligated under this agreement.

9.6 Government Furnished Equipment. No Government Furnished Property/Equipment/Material will be provided unless negotiated and specifically added to this CA.

ARTICLE 10 – AGREEMENT ADMINISTRATION

Amendments or modifications to this agreement shall follow these procedures: The party who wishes to amend this agreement shall, upon reasonable notice of the proposed amendment to the other parties, confer in good faith with the other parties to determine the desirability of the proposed amendment. Amendments shall not be effective until a written amendment is signed by the agreement signatories, or their successors.

ARTICLE 11 – TERM OF THE AGREEMENT, SUSPENSION, & TERMINATION

11.1 Term of the Agreement: The term of this Agreement shall commence upon the effective date of this agreement and continue for five (5) years or sixty (60) months.

11.1.1 Either party, upon 180 days notice to the other signatories to this agreement, may terminate this agreement. In the event of termination, all funds provided by the Army and not expended shall be returned to the Army. 32 CFR 32.61 and 32.62 address the suspension and termination of this agreement.

11.1.2 This CA can be extended if amended (see para 11.2).

11.2 Amendments. This CA can be amended by the mutual consent of the Parties. All except administrative amendments/modifications shall be executed in writing and signed bilaterally by each party to this CA. Administrative amendments may be unilaterally executed by the Grants Officer.

11.2.1 This CA constitutes the entire agreement between the parties as to its scope and subject matter. All prior negotiations, discussions and understandings concerning its scope and subject matter are by, and incorporated into, this agreement.

11.2.2 Change of Circumstances. Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this CA.

11.3 Disagreements regarding issues concerning assistance agreements between the recipient and the Grants Officer shall, to the maximum extent possible, be resolved by negotiation and mutual agreement at the Grants Officer level. If agreement cannot be reached, the use of alternative dispute resolution (ADR) procedures may either be agreed upon by the Government and the recipient in advance of the award or may be agreed upon at the time the parties determine to use ADR procedures. If the parties cannot agree on the use of ADR procedures, the recipient can submit, in writing, a disputed claim or issue to the Grants Officer. The Grants Officer will consider the claim or disputed issue and prepare a written decision within 60 calendar days of receipt. The Grants Officer decision will be

final; however, the Recipient may appeal the decision within 60 days after receipt of such notification. Appeals will be resolved by the Grant Appeal Authority (Principal Assistant Responsible for Contracting (PARC))). The decision by the Grant Appeal Authority will be final and not subject to further administrative appeal. However, the recipient does not waive any legal remedy, such as formal claims, under Title 28 United States Code 1492, by agreeing to this.

ARTICLE 12 – POINTS OF CONTACTS

12.1 Agreements Office

Mission and Installation Contracting Command – Fort Sam Houston
Environmental Contracting Division
Grants Officer, Veronica A. Romero
2205 Infantry Post Road
JBSA Fort Sam Houston, TX 78234-1361
Phone: (210) 466-2131
Email: veronica.a.romero.civ@mail.mil

Agreement Administrator: Marico O. Sellers
2205 Infantry Post Rd
JBSA Fort Sam Houston, TX 78234-1361
Phone: (210) 466-2129
Email: marico.o.sellers.civ@mail.mil

12.2 Payment Office

Defense Finance Accounting Service
DFAS Indianapolis
HQ0490
8899 E. 56th Street, Indianapolis, IN 46249-3800
DFAS-IN.97.VPIS@DFAS.MIL

12.3 Recipient Program Manager (RPM)

James E. Vlahovich
Cochise County, Arizona
1415 Melody Ln Bldg G
Bisbee, AZ 85603-3037
(520) 432-9200
jvlahovich@cochise.az.gov

12.4 Technical Cooperative Agreement Manager (TCAM)

Dawn R. Rohr
Natural Resource Manager Branch Chief
Fort Huachuca, TX 79916
(520) 533-1867
dawn.r.rohr.civ@mail.mil

12.5 Cooperative Agreement Manager (CAM)

Mr. Chris Leach
US Army Environmental Command
Conservation Branch
2450 Connell Road

JBSA, Fort Sam Houston, TX 78234
210-466-1606
christopher.w.leach2.civ@mail.mil

12.6 Alternate Cooperative Agreement Manager (ACAM)

Ms. Susan James
US Army Environmental Command
Conservation Branch
2450 Connell Road
JBSA, Fort Sam Houston, TX 78234
210-466-1602
susan.v.james.civ@mail.mil

ARTICLE 13 – ENTIRE AGREEMENT

This agreement inclusive of all attachments constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior understandings or written or oral agreement relative to said matter.

ARTICLE 14 – WAIVER OF RIGHTS

Waiver of any requirement contained in this agreement shall be by mutual agreement of the parties hereto. All waivers shall be reduced to writing and a copy of the waiver shall be provided to each party. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any party hereto.

ARTICLE 15 – LIABILITY

No party to this agreement shall be liable to any other party for any property that the other party consumed, damaged, or destroyed in the performance of this agreement, unless it is due to the negligence or misconduct of the party or an employee or agent of the party.

ARTICLE 16 – SEVERABILITY

If any clause, provision or section of this agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections herein and this agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

ARTICLE 17 – FORCE MAJEURE

Neither party shall be in breach of this agreement for a failure of performance caused by any event beyond its reasonable control and not caused by the fault or negligence of that party. In the event such a force majeure event occurs, the party unable to perform shall promptly notify the other party and shall in good faith maintain such partial performance as is reasonably possible and shall resume full performance as soon as is reasonably possible.

ARTICLE 18 – NOTICES

All notices and prior approvals required hereunder shall be in writing and shall be addressed to the parties identified in Article 12.

ARTICLE 19 – DISPOSITION OF PROPERTY

When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:

(1) Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

(3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

RECIPIENT

James E. Vlahovich
County Administrator
Cochise County, Arizona

GRANTS OFFICER

Veronica A. Romero
Grants Officer
Mission and Installation Contracting Command –
Fort Sam Houston

By See signature on SF 26 cover page

By See signature on SF 26 cover page

Date See date on SF 26 cover page

Date See date on SF 26 cover page

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 03-AUG-2015 TO 02-AUG-2019	N/A	CDR, US ARMY ENVIRONMENTAL COMMAND CDR, US ARMY ENVIRONMENTAL COMMAND 2450 CONNELL ROAD FORT SAM HOUSTON TX 78234 FOB: Destination	W81W25