Board of Supervisors

Richard R. Searle
Chairman
District 3

Patrick G. Call
Vice-Chairman
District 1

Ann English
Supervisor
District 2

Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Katie A. Howard
Clerk

AGENDA FOR REGULAR BOARD MEETING
Tuesday, September 11, 2012 at 10:00 AM
Please note location change for this meeting:
WILLCOX CITY COUNCIL CHAMBERS
300 W REX ALLEN DRIVE, WILLCOX, AZ 85643

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ROLL CALL
Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

CONSENT

Board of Supervisors

1. Adopt Resolution 12-75 delegating authority to the Deputy County Administrator to respond to routine federal and state land use plans and policies.

2. Approve the Minutes of the regular meeting of the Board of Supervisors of August 28, 2012.

Community Development

3. Approve the Memorandum of Understanding (MOU) accepting Cooperating Agency status for Cochise County from the BLM in the preparation of the Environmental Impact Statement (EIS) and possible land use amendments for the Southline Transmission Line Project, and sign the Cover Letter requesting Coordinating Agency status on the Southline Transmission Line Project.

County Attorney

4. Approve the proposed settlement of the Tax Appeal in Wal-Mart Stores Inc. v. Cochise County, TX2011-000383, now pending in Arizona Tax Court, a Division of the Superior Court of and for Maricopa County.

County Treasurer

5. Adopt Resolution 12-76 authorizing the Cochise County Treasurer to collect and disburse the property taxes for 2012.

Finance

6. Approve demands and budget amendments for operating transfers.

Health

7. Approve Amendment 4 to IGA# ADHS 11-005806, WIC Services, Breastfeeding Peer Counselor Program (BFPC), and Farmer's Market Nutrition Program (FMNP), between the Arizona Department of Health Services and Cochise Health & Social Services in the amount of $560,339, $48,447, and "as needed", respectively, for the period of 10/1/12 – 9/30/13.

Procurement

8. Approve the renewal of Contract No. 10-18-PUR-02 for Countywide Printing Services to West Press for the period of October 1, 2012 through September 30, 2013.

Workforce Development

9. Approve Amendment #9 to Title IB Adult, Youth, and Dislocated Worker contract DE111004001 between Cochise County and the Arizona Department of Economic Security for the Workforce Investment Act (WIA) Service Delivery Area from April 1, 2010 to August 31, 2015.

ACTION

Community Development

10. [Item Tabled at August 28, 2012 Board meeting]: Approve a letter to US Fish & Wildlife communicating comments on the Lower San Pedro Collaborative Conservation Initiative.

Facilities

11. Approve Grant Application and Agreement for rehabilitation and construction of taxiway A-2 at the Bisbee Douglas International Airport in the amount of $644,424, including County match of 4.47%, or $31,633.

12. Approve the award of Invitation for Bids (IFB) No. 12-20-FAC-05 for the Bisbee-Douglas International Airport Taxiway Improvements and Rehabilitation for the Facilities Management Department to KE&G Construction, Inc. in the amount of $587,688.81.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Consent 1.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date: 09/11/2012

Adopt Resolution to delegate authority to the DCA to respond to routine land use plans

Submitted By: Gussie Motter, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	N/A	**TITLE of PRESENTER:**	N/A
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Adopt Resolution 12-75 delegating authority to the Deputy County Administrator to respond to routine federal and state land use plans and policies.

Background:

Various federal and state agencies regularly provide notification regarding land use plans and policies proposed in the County, and provide opportunity for the County to communicate concerns or comments. In an effort to create an advisory commission on matters related to federal and state lands within Cochise County, the Board of Supervisors ("Board") established the Cochise County Public Lands Advisory Committee ("PLAC") in 2007. Since its inception, the PLAC has been tasked to review proposed plans and policies related to federal and state land management, as well as following threatened or endangered species listing proposals and actions within Cochise County.

Upon receipt of proposed state and federal plans and policies, staff and the PLAC reviews the proposal(s), and staff drafts response which is reviewed by the PLAC. If the PLAC approves the written response to a proposed federal or state land use plan or policy, said response is routed to the Board for approval. If there is a need for additional discussion, the PLAC formally addresses the matter at their regular monthly meetings. If the PLAC wishes to revise the response, changes are made, and the PLAC reviews again. If approved, the response is forwarded to the Board for consideration. Upon Board approval, official written responses are signed by the Chair and forwarded to interested and relevant agencies and parties.

However, federal and state agencies oftentimes provide only a brief period for interested and potentially affected parties to submit comments regarding proposed plans and policies. As such, the current protocol described above may result in delays which can be problematic in ensuring that official County responses to federal and state agencies falls within established comment timeframes.

Occasionally, however, proposed land use plans and policies from federal and state agencies are relatively routine, and thus do not necessarily require careful consideration and formal action by the Board. By delegating signatory authority to the Deputy County Administrator for such proposals (e.g., the county's recent response to the Forest Service's Invasive Species Plant Control Program or perhaps a proposal to construct an interpretive station/parking/picnic area in a National Monument), time would be saved by not requiring formal action by the Board for responses to routine proposed land use plans or policies. If this authority is granted, proposed federal and state plans and policies would continue to be scrutinized by staff, the PLAC and the Board; significant or controversial plans and policies would be referred to the Board for action, with a more efficient protocol for County responses to federal and state agencies for routine matters. The Deputy County Administrator, in consultation with the County Administrator and the Board Chair, would be responsible for determining which matters should be

referred to the Board.

Department's Next Steps (if approved):
N/A

Impact of NOT Approving/Alternatives:
All official written responses to proposed federal and state plans and policies would have to go to the Board of Supervisors for formal action.

To BOS Staff: Document Disposition/Follow-Up:
Please return a copy of the recorded Resolution to Community Development, attn: Michael Turisk.

Attachments

Resolution

COCHISE COUNTY RESOLUTION NO. 12-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA AUTHORIZING THE DEPUTY COUNTY ADMINISTRATOR TO RESPOND TO FEDERAL AND STATE AGENCIES REGARDING PROPOSED LAND USE PLANS AND POLICIES IN COCHISE COUNTY

WHEREAS, due to the large amount of public land in Cochise County and its significance to the economy of the County and its people, the Board of Supervisors has chosen to participate with federal and state agencies in developing public lands policies; for the same reasons, the Board has established a Public Lands Advisory Committee ("PLAC"); and

WHEREAS, proposed public lands policies are reviewed by staff and the Public Lands Advisory Committee, with recommendations to the Board of Supervisors, which has authority to respond; and

WHEREAS, some proposed public lands policies are relatively routine and it is inefficient to refer all such matters to the Board of Supervisors for responses; and

WHEREAS, the PLAC unanimously approved this proposal at their regular meeting on August 14, 2012;

NOW, THEREFORE, BE IT RESOLVED that the Cochise County Board of Supervisors hereby delegates authority to the Deputy County Administrator to respond to Federal and State Agencies for routine proposed land use plans and policies in Cochise County. The determination of which matters should be referred to the Board of

Supervisors for formal action shall be made by the Deputy County Administrator in consultation with the County Administrator or Board Chair.

PASSED, APPROVED AND ADOPTED by the Cochise County Board of Supervisors this 11th day of September, 2012.

COCHISE COUNTY BOARD OF SUPERVISORS

By: _____
Richard R. Searle, Chairman of the Board of Supervisors

ATTEST:

_____
Katie Howard, Clerk of the Board

Approved as to Form:

_____
Britt Hanson, Chief Civil Deputy County Attorney

Consent 2.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date: 09/11/2012

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

# of ORIGINALS Submitted for Signature:

NAME of PRESENTER: n/a

TITLE of PRESENTER: n/a

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of August 28, 2012.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

Consent 3.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date: 09/11/2012

MOU from the BLM Concerning Cooperating Agency Status on the Southline Transmission Line Project

Submitted By: Mike Turisk, Community Development

Department: Community Development

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the Memorandum of Understanding (MOU) accepting Cooperating Agency status for Cochise County from the BLM in the preparation of the Environmental Impact Statement (EIS) and possible land use amendments for the Southline Transmission Line Project, and sign the Cover Letter requesting Coordinating Agency status on the Southline Transmission Line Project.

Background:

In compliance with the National Environmental Policy Act (NEPA) and the Federal Land Policy and Management Act (FLPMA), the Bureau of Land Management (BLM) intends to prepare an Environmental Impact Statement (EIS) to analyze the potential environmental and land use impacts of the proposed Southline Transmission Line Project, a 225-mile, 345-kV and 230-kV transmission line between existing substations at Afton, NM and Apache, AZ.

On May 22, 2012, the Board of Supervisors sent formal response to the BLM requesting Coordinating Agency status for the Southline Transmission Line Project. The BLM recently responded with the attached Memorandum of Understanding (MOU) which, if signed by the Chair, would formally establish a Cooperating Agency relationship, not a Coordinating Agency relationship as the County had requested in May. The attached response from the County (to be signed by the Chair and attached to the signed MOU) would formally accept Cooperating Agency status, but would also remind the BLM of our need for Coordinating Agency status on the Project.

In Attachment C of the MOU, James E. Vlahovich would be listed as a Backup Agency Representative for Chairman Searle.

Department's Next Steps (if approved):

Have the Chairman sign and send the MOU and cover letter.

Impact of NOT Approving/Alternatives:

The County would not accept Cooperating Agency status from the BLM in the preparation of the proposed EIS and potential land use plan amendments for the Southline Transmission Line Project.

To BOS Staff: Document Disposition/Follow-Up:

Please send the MOU and cover letter directly to the Bureau of Land Management: C/o Bill Childress, District Manager Las Cruces District Office Bureau of Land Management 1800 Marquess Street Las Cruces, NM 8805-3371; and

Frances Martinez, Realty Specialist Las Cruces District Office Southline Transmission Project 1800 Marquess Street Las Cruces, New Mexico 88005

Attachments

MOU RE: Relationship as Cooperating Agency on the Southline Transmission Line Project

MEMORANDUM OF UNDERSTANDING

between:
U.S. Department of the Interior, Bureau of Land Management, New Mexico State Office;
U.S. Department of Energy, Western Area Power Administration;
and
Cochise County, Arizona

concerning:
Relationship as a Cooperating Agency on the Southline Transmission Line Project

I. Introduction.

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management's New Mexico State Office ("BLM"), Western Area Power Administration (Western), and Cochise County, Arizona ("Cooperator") on the Southline Transmission Line Project (Southline Project). As a Cooperating Agency, Cochise County will participate in the preparation of an Environmental Impact Statement (EIS) on the Southline Project. The BLM New Mexico State Office has designated signatory authority for this document to the Las Cruces District Office.

The BLM and Western are joint lead federal agencies ("Lead Agencies") for development of the Southline Project EIS. The Lead Agencies acknowledge that the Cooperator has special expertise applicable to the EIS effort, as defined at 40 CFR 1508.15 and 1508.26. This MOU describes responsibilities and procedures agreed to by Cochise County, as a Cooperating Agency, and the Lead Agencies (individually a "Party" and collectively the "Parties").

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.6 and 1508.5), the BLM's planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2.5).

II. Purpose.

The purposes of this MOU are:

1. To designate Cochise County, Arizona as a Cooperating Agency in the EIS process.

2. To provide a framework for cooperation and coordination between the Lead Agencies and the Cooperator that will ensure successful completion of the EIS in a timely, efficient, and thorough manner.

3. To recognize that the BLM and Western are the Lead Agencies with responsibility for the completion of the EIS and the Records of Decision (ROD).

4. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the EIS process.

III. Authorities for the MOU.

Statutory authorities for BLM and Western to enter into this MOU include, but are not limited to:

- National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.)
- Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.)
- Department of Energy Organization Act of 1977, as amended (42 U.S.C. 7101)

Regulations in place that implement the above authorities:

- Council on Environmental Quality regulations (40 CFR 1501 et seq.)
- Bureau of Land Management planning regulations (43 CFR 1601 et seq.)
- Department of Energy NEPA Implementing Procedures (10 CFR Part 1021)

Statutory authorities for Cooperator to enter into this MOU include, but are not limited to:

- Title 11 of Arizona Revised Statutes

IV. Roles and Responsibilities.

A. BLM and Western Responsibilities:

1. As Lead Agencies, the BLM and Western retain final responsibility for the content of all planning and NEPA documents, which include the Draft EIS, any Proposed Plan Amendments, the Final EIS, and each agency's ROD. The Lead Agencies' responsibilities include determining the purpose of and need for the EIS, selecting reasonable alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities, the Lead Agencies will follow all applicable statutory and regulatory requirements.

2. To the fullest extent consistent with their responsibilities as Lead Agencies, the BLM and Western will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the EIS process, giving particular consideration to those topics in which the Cooperator is acknowledged to possess special expertise.

3. To the fullest extent practicable, after consideration of the effect such releases may have on the Lead Agencies' ability to withhold this information from other parties, the Lead Agencies will provide the Cooperator with copies of documents underlying the EIS relevant to the Cooperator's responsibilities (as set forth below), including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final EISs.

4. Select and direct the activities of a third-party EIS contractor.

5. Coordinate the exchange of information among the Cooperator and the third-party EIS contractor and subcontractors.

6. Maintain the Administrative Record for the Southline Project, protecting proprietary information and data collected by the third-party EIS contractor and subcontractors.

7. Establish goals and an EIS schedule. The Lead Agencies will provide the Cooperator adequate time to review documents, including administrative draft versions of the Draft EIS and Final EIS, technical reports, and cultural reports.

8. Advise, in writing, Native American Tribes and state and local agencies with jurisdiction over any aspect of the Southline Project and invite them to participate in the EIS process.

9. Inform the Cooperator about the progress of the EIS, additional data needs, changes needed in the terms of the third-party EIS Contract, and other aspects of document preparation.

10. To the fullest extent consistent with its responsibilities as a lead agency, the Lead Agencies will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the EIS planning process, giving particular consideration to those topics in which the Cooperator has jurisdiction by law or special expertise.

B. Cooperating Agency Responsibilities:

1. Cochise County is a Cooperating Agency in this EIS process and is recognized to have jurisdiction by law and special expertise in the following areas:

   a. Cochise County's jurisdiction by law is outlined in the Arizona State Constitution and Title 11 of the Arizona Revised Statutes.

   b. Cooperator's special expertise relates to land use, economic, environmental, social and historical issues and concerns relevant to the Southline Project.

2. Cooperator responsibilities shall include the following:

   a. Assist Lead Agencies in the preparation of the EIS, ensuring that interests associated with Cochise County are incorporated as part of the EIS. Review relevant documents and submit comments to the BLM Project Manager within agreed-upon time frames.

   b. Provide the BLM Project Manager with information to assist in the development of a range of reasonable alternatives and in the analysis of effects on the wildlife throughout the state of Arizona.

c. Participate in communications regarding the EIS for the Southline Project, including, but not limited to, conference calls, meetings, and e-mails. When appropriate, send a representative(s) to attend EIS-related meetings scheduled by the BLM.

d. Provide written comments on EIS-related documents within time frames provided by the BLM. These documents include, but are not limited to, draft versions of the Draft EIS and Final EIS, technical reports, and public notices.

e. Respond to comments on the Draft EIS that pertain to Cooperator interests and advise the Lead Agencies if the findings of the EIS do not support Cooperator needs.

f. The Cooperator will provide information, comments, and technical expertise to the Lead Agencies regarding those elements of the EIS, and the data and analyses supporting them, for which it has special expertise or the Lead Agencies request its assistance. In particular, the Cooperator will provide information on:

(1) Cooperator will provide NEPA review assistance and data and information that pertain to land use, economic, environmental, social and historical issues and concerns relevant to Cochise County, Arizona. Cooperator will identify and evaluate project-related impacts on, and develop alternatives and mitigation strategies related to their areas of special expertise or jurisdiction.

3. Within the areas of its special expertise, the Cooperator may participate in any of the activities identified in Attachment A. These activities include, but are not limited to: providing guidance on public involvement strategies; identifying data needs, suggesting management actions to resolve planning issues, providing input to the draft Analysis of the Management Situation, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the EIS and supporting documents. (See also Section C.4.)

C. Responsibilities of the Parties:

1. The Parties agree to participate in this EIS process in good faith and make all reasonable efforts to resolve disagreements. Where procedural or substantive disagreement may impede effective and timely completion of the EIS, the Parties agree to utilize the facilitation and conciliation procedures described below (see Section V.G).

2. The Parties agree to comply with the EIS schedule provided as Attachment B, which includes dates for EIS milestones and time frames for the Cooperator's reviews and submissions. This schedule is subject to amendment by the Lead Agencies.

3. Each Party agrees to fund its own expenses associated with the Southline Project EIS process, except that the Lead Agencies may contract with the Cooperator for technical studies within its special expertise.

4. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C. App.).

V. Other Provisions.

A. Authorities not Altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.

B. Financial Obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and available appropriations.

C. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

D. Conflict of Interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third party contractors, having a financial interest in the outcome of the Southline Project. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.

E. Documenting Disagreement or Inconsistency/Conflict Resolution. If a Lead Agency and the Cooperator disagree on substantive elements of the EIS (such as designation of the alternatives to be analyzed or analysis of effects), and the disagreement cannot be resolved, the Lead Agencies will include a summary of the Cooperator's views in the Draft EIS and Final EIS. The Lead Agencies will also describe substantial inconsistencies between the proposed action or actions and the objectives of state, local, or tribal land use plans and policies. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts, and may agree to initiate an Alternative Dispute Resolution (ADR) process. The Parties acknowledge that the BLM and Western retain final responsibility for the decisions identified in the Southline Project EIS and their respective RODs.

F. Management of Information. The Cooperator acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other Federal statutes. The Lead Agencies acknowledge that the Cooperator's handling of these materials may be impacted by Arizona Public Records Law. The Parties agree that the Lead Agencies, at their discretion, may withhold from the Cooperator those documents that would otherwise be available for public release under Arizona Public Records Law.

G. Contractors. SWCA serves as the Lead Agencies' third-party EIS contractor. As such, SWCA is responsible to the Lead Agencies for preparing an EIS that meets the requirements of NEPA and applicable NEPA procedures. Galileo Project serves as the Lead Agencies' Project Management Assistance Contractor (PMAC). The PMAC is responsible to the Lead Agencies for coordinating administrative activities and supporting

documents. The Cooperator may provide information and comments directly to contractors and collaborate with the contractors' technical staff and subcontractors on matters within the Cooperator's jurisdiction or special expertise.

VI. Agency Representatives.

A. Each Party will designate a representative and alternate representative, as described in Attachment C, to ensure coordination between the Cooperator and the Lead Agencies during the EIS process. Each Party may change its representative at will by providing written notice to the other Parties.

VII. Administration of the MOU.

A. Approval. This MOU becomes effective upon signature by the authorized officials of the BLM, Western and the Cooperator.

B. Amendment. This MOU may be amended through written agreement of all signatories.

C. Termination. If not terminated earlier, this MOU will end when each Lead Agency's ROD for the Southline Project EIS is approved by the BLM State Director and Western's Administrator, respectively. Western or BLM may end its participation in this MOU by providing written notice to the other.

VIII. Signatures.

The Parties hereto have executed this MOU on the dates shown below.

Department of the Interior
Bureau of Land Management
New Mexico State Office
Las Cruces District Office

_____ _____

Bill Childress
Las Cruces District Manager

Date

Department of Energy
Western Area Power Administration

_____ _____

Anthony H. Montoya
Acting Administrator
Western Area Power Administration

Date

Cochise County, Arizona

_____ _____

Richard Searle
Chairman
Cochise County Board of Supervisors

Date

ATTACHMENT A
COOPERATING AGENCY PARTICIPATION IN THE SOUTHLINE TRANSMISSION LINE PROJECT
ENVIRONMENTAL IMPACT STATEMENT

	RMP/EIS STAGE	POTENTIAL ACTIVITIES OF COCHISE COUNTY, ARIZONA (COOPERATING AGENCY - CA) WITHIN THEIR ACKNOWLEDGED AREAS OF EXPERTISE.
1	Conduct public scoping meetings and identify issues	Provide input on preparation plan; identify coordination requirements based on Cooperator's plans; identify significant issues; identify relevant local and regional organizations and interest groups; collaborate in reviewing/ assessing scoping comments (review of scoping report); identify connected, similar, and cumulative actions; identify other relevant agencies.
3	Collect inventory data	Identify data needs; provide data and technical assistance for analysis within Cooperator's expertise
	Formulate alternatives	Collaborate with BLM and Western Project Managers, EIS Contractor (SWCA), PMAC Contractor (Galileo) and BLM Field Managers and ID Team reps. in developing alternatives. Suggest land allocations or management actions to resolve issues. **[Decision to select alternatives for analysis is reserved to the Lead Agencies]**
6	Estimate effects of alternatives	Provide effects analysis within Cooperator's expertise, identify direct, indirect, and cumulative effects, suggest mitigation measures for adverse effects.
7	Select the preferred alternative; issue Draft Resource Management Plan Amendment(RMPA)/EIS	Collaborate with BLM and Western Project Managers, EIS Contractor (SWCA), PMAC Contractor (Galileo) and BLM Field Managers and ID Team reps in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Preliminary Draft RMPA-EIS. Cooperator may also provide written, public comments on draft if desired. **[Decision to select a preferred alternative and to issue a draft is reserved to the Lead Agencies.]**
8	Respond to Comments	As appropriate, review comments within Cooperator's expertise and provide assistance to the Lead Agencies in responding
8a	Issue Proposed RMPA/Final EIS	**[Action reserved to the BLM and Western.]**
8b	Initiate Governor's Consistency Review	**[Action reserved to the BLM if a proposed RMP amendment is part of the Final EIS.]**
9	Sign Records of Decision (ROD) [or]	**[Action reserved to the BLM and Western.]** • BLM will issue a ROD for the ROW portion of the project and any proposed RMP amendments. • Western will issue a separate ROD for the 120-mile rebuild and upgrade portion of the project.
9a	Resolve protests; modify Proposed RMP/Final EIS if needed, sign ROD	**[Action reserved to the BLM.]** If Cooperator provided information relevant to a protest, they may be asked for clarification.

ATTACHMENT B
SCHEDULE

Note: This Schedule portion of the MOU will be updated and finalized as the project progresses and as issues are identified. BLM, Western, and Cochise County will work together, as well as other Cooperating Agencies to finalize and agree on a schedule that is realistic and achievable.

Milestone	Start Date	Finish Date
Application		
SLT SF-299 Application with BLM	6/14/11	6/14/11
Initial POD submitted	07/08/11	09/15/11
NEPA Process		
Publish Notice of Intent (NOI) in Federal Register	04/04/12	04/04/12
EIS Public Scoping Period	04/04/12	07/05/12
Alternatives Development	07/20/12	09/21/12
Resource Report Preparation/Submission	05/01/12	10/30/12
Resource Report Data sufficiency review. Final data requests and responses	10/31/12	01/15/13
Administrative Draft EIS/RMP Amendments	03/26/12	04/17/13
NOA DEIS Publication in Federal Register	08/02/13	08/02/13
Comment Period	08/02/13	11/04/13
Comment Responses	11/08/13	12/13/13
Administrative Final EIS/Proposed Plan Amendment	11/18/13	03/07/14
NOA FEIS Publication in Federal Register	03/07/14	03/07/14
RMPA Protest Period	03/07/14	04/07/14
RMPA Protest Resolution	03/07/14	07/01/14
BLM Record of Decision	03/07/14	06/27/14
Western Record of Decision	06/27/14	07/25/14
Section 106 and Tribal Consultation		
Tribal consultation letters	04/20/12	04/20/12
Programmatic Agreement	04/02/12	07/02/12
Tribal meetings/site visits	04/02/12	04/02/13
SHPO notifications	11/13/13	12/13/13
Class I report approval	12/14/13	12/14/13
Class II or III inventories	10/01/13	12/01/13
Section 7 Consultation		
Species list	04/01/13	04/28/13
Biological Assessment	04/28//13	06/14/13
Formal Section 7 Biological consultation	06/17/13	10/28/13

ATTACHMENT C
AGENCY REPRESENTATIVES

BUREAU OF LAND MANAGEMENT

EIS Name:	Southline Transmission Line Project EIS	
Primary Representative:	Tom Hurshman, BLM National Project Manager	
	Phone:	(970) 240-5345
	E-Mail Address:	thurshma@blm.gov
	Physical Address:	Bureau of Land Management Southwest District Office 2465 S Townsend Avenue Montrose, CO 81401
Backup Representative:	Bill Childress, Las Cruces District Manager	
	Phone:	(575) 525-4499
	E-Mail Address:	wchildre@blm.gov
	Physical Address:	Bureau of Land Management Las Cruces District Office 1800 Marquess Street Las Cruces, NM 88005

WESTERN AREA POWER ADMINISTRATION

Primary Representative:	Mark Wieringa, Western NEPA Document Manager	
	Phone:	(720) 962-7448
	E-mail Address:	wieringa@wapa.gov
	Physical Address:	12155 W. Alameda Parkway P.O. Box 281213 Lakewood, CO 80228
Backup Representative:	Matthew Blevins, Environmental Team Lead	
	Phone:	(720) 962-7261
	E-mail Address:	Blevins@wapa.gov
	Physical Address:	12155 W. Alameda Parkway P.O. Box 281213 Lakewood, CO 80228

COCHISE COUNTY, ARIZONA

Primary Representative:	Richard Searle, Chairman, Cochise County Board of Supervisors	
	Phone:	(520) 432-9200
	E-Mail Address:	board@cochise.az.gov
	Physical Address	1415 Melody Land, Building G Bisbee, Arizona 85603

Backup Representative:	Name, Position
	Phone:
	E-Mail Address:
	Physical Address:

Consent 4.

Regular Board of Supervisors Meeting **County Attorney**

Meeting Date: 09/11/2012

Approve Proposed Settlement of a Tax Appeal

Submitted By: Annette Weems, County Attorney

Department: County Attorney

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	N/A	**TITLE of PRESENTER:**	N/A
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the proposed settlement of the Tax Appeal in Wal-Mart Stores Inc. v. Cochise County, TX2011-000383, now pending in Arizona Tax Court, a Division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court asking for a reduction in assessed value for all three of its stores in Cochise County. The combined assessed valuation reduction requested was from $40,293,710 down to $19,440,000 for Tax Year 2012. After inspecting the properties, reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agrees that the property assessment for Tax Year 2012 should be lowered, and so recommended a settlement offer that lowered the combined full cash value to $32,577,555. The taxpayer accepted the settlement offer.

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a minor reduction in the tax base. Jurisdictions were notified of the proposed reduction shortly before the deadline for setting their tax rates, so they could make adjustments.

Department's Next Steps (if approved):

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

Additional litigation for the County, with the risk that the Arizona Tax Court would rule in the taxpayer's favor, reducing the assessed value of the subject property and subjecting the County to paying the Plaintiff's fees and expenses which could easily exceed $50,000 in this contested case.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division upon Board's approval

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Consent 5.

Regular Board of Supervisors Meeting **County Treasurer**

Meeting Date: 09/11/2012

Resolution authorizing County Treasurer to collect and disburse 2012 property taxes

Submitted By: Pam Munsey, County Treasurer

Department: County Treasurer

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Mariann Fletcher	**TITLE of PRESENTER:**	Chief Deputy Treasurer
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	42-18003

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 12-76 authorizing the Cochise County Treasurer to collect and disburse the property taxes for 2012.

Background:

In compliance with A.R.S. 42-18003 resolution from the County Board of Supervisors for the collection of 2012 property taxes by the County Treasurer.

Department's Next Steps (if approved):

Cochise County Treasurer's office will collect and disburse 2012 property taxes.

Impact of NOT Approving/Alternatives:

Out of compliance with A.R.S. 42-18003, which states “On completing the assessment and tax roll, the county board of supervisors shall adopt a resolution for the collection of taxes by the county treasurer as provided by law from the persons who are listed in the roll. The county treasurer is thereafter responsible for collecting the totals of all taxes levied on the roll”.

To BOS Staff: Document Disposition/Follow-Up:

Record Resolution

Fiscal Impact

Fiscal Year:

One-time Fixed Costs? ($$$):

Ongoing Costs? ($$$):

County Match Required? ($$$):

A-87 Overhead Amt? (Co. Cost Allocation $$$):

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Cochise County Treasurer's office will collect and disburse 2012 property taxes.

Attachments

RESOLUTION Collection and Disburse 2012 Taxes

Consent 6.

Regular Board of Supervisors Meeting **Finance**

Meeting Date: 09/11/2012

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Consent 7.

Regular Board of Supervisors Meeting **Health**

Meeting Date: 09/11/2012

Amendment 4, IGA# ADHS 11-005806, WIC, BFPC, FMNP Programs

Submitted By: Jennifer Steiger, Health & Social Services

Department: Health & Social Services

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	ADHS

REMINDER: You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve Amendment 4 to IGA# ADHS 11-005806, WIC Services, Breastfeeding Peer Counselor Program (BFPC), and Farmer's Market Nutrition Program (FMNP), between the Arizona Department of Health Services and Cochise Health & Social Services in the amount of $560,339, $48,447, and "as needed", respectively, for the period of 10/1/12 – 9/30/13.

Background:

The WIC Program is a supplemental nutrition program for income-eligible women, infants, and children. The Program provides clients with nutrition education and referrals to social services within the County. The Program also provides food vouchers to clients for a variety of staple foods, including: juice, milk, eggs, peanut butter, and beans.

The Breastfeeding Peer Counselor Program will provide services that complement the WIC-provided breastfeeding education by allowing for additional, more in-depth education by a peer counselor trained through breastfeeding curriculum. The goal of the BFPC program is to increase the incidence and duration of breastfeeding for all breastfeeding women in Cochise County.

The Farmers Market Nutrition Program is intended to increase consumption of locally grown fresh fruits and vegetables by providing FMNP checks to a limited number of WIC women and children to purchase these items directly from growers at ADHS-approved farmers' market.

Amendment 4 reduces the amount of funding for WIC Services due to reduced caseload: from 4000 to 3700 annually.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

The WIC Program has provided nutrition services to low income families in Cochise County for over 30 years. Approximately 4200 county residents would be impacted by the discontinuation of the WIC Program. During these tough economic times Cochise County families are depending on the WIC Program to help meet their nutritional needs.

To BOS Staff: Document Disposition/Follow-Up:

A fully executed original will be sent to the Clerk of the Board for filing purposes.

Fiscal Impact

Fiscal Year:	2012-2013
One-time Fixed Costs? ($$$):	
Ongoing Costs? ($$$):	
County Match Required? ($$$):	
A-87 Overhead Amt? (Co. Cost Allocation $$$):	230,112
Source of Funding?:	ADHS

Fiscal Impact & Funding Sources (if known):

Grant: WIC
Amount: 560,339
Salaries & ERE's: 463,912
Negotiated OH: 34,199
A-87 OH Rate: 217,946
Net County Subsidy: 183,747

Grant: BFPC
Amount: 48,477
Salaries & ERE's: 25,896
Negotiated OH: 2,180
A-87 OH Rate: 12,166
Net County Subsidy: 9,986

Grant: FMNP
Amount: As Needed
Salaries & ERE's: 0
Negotiated OH: 0
A-87 OH Rate: 0
Net County Subsidy: 0

Total Net County Subsidy: $193,733

Attachments

WIC, BFPC, FMNP Amend 4

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Jennifer Steiger

Department/Division: Health/PSD

Date Prepared: 8-30-12

Telephone: 432-9402

Grantor: ADHS

Grant Title: WIC Services, BFPC, and FMNP

Grant Term From: 10/1/12 To: 9/30/13

Fund No/Dept. No: 228-5000-5512

Note: Fund No. will be assigned by the Finance Department if new.

New Grant ☐ Yes ☒ No Amendment No. 4 Increase $ Decrease $ 40,171

Briefly describe purpose of grant:

The WIC Program is a supplemental nutrition program for income-eligible women, infants, and children. The Program provides clients with nutrition education and referrals to social services within the County. The Program also provides food vouchers to clients for a variety of staple foods, including: juice, milk, eggs, peanut butter, and beans.

If amendment, provide reason:

This amendment is intended to reduce funding for the FY12/13.

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		$608,816			$608,816
Remaining Years					
Total Revenue		$608,816			$608,816

Is County match required? ☐ Yes ☒ No If yes, dollar amount $

Has this amount been budgeted? ☒ Yes ☐ No Identify Funding Source: ADHS

Federal Catalog of Federal Domestic Assistance (CFDA) No:

Method of collecting grant funds: Lump sum payment ☐ Quarterly payments ☐ Draw ☐ Reimbursement ☒

Is revertment of unexpended funds required at end of grant period? ☐ Yes ☒ No

a) Total A-87 cost allocation $230,112

b) Amount of overhead allowed by grant $36,379 County subsidy (a-b) $193,733

Does Grantor accept indirect costs as an allowable expenditure? ☒ Yes ☐ No

If yes, dollar amount $ 34,199, $2,180, $$0 OR percentage allowed %

Number of new positions that will be funded from grant: 0% Number of existing positions funded from grant: 16

Executive Summary Form

Agenda Number:

Recommendation:
Approve Amendment 4 to IGA# ADHS 11-005806, WIC Services, Breastfeeding Peer Counselor Program (BFPC), and Farmer's Market Nutrition Program (FMNP), between the Arizona Department of Health Services and Cochise Health & Social Services in the amount of $560,339.00, $48,447.00, and "as needed", respectively, for the period of 10/1/12 – 9/30/13.

Background (Brief):
The WIC Program is a supplemental nutrition program for income-eligible women, infants, and children. The Program provides clients with nutrition education and referrals to social services within the County. The Program also provides food vouchers to clients for a variety of staple foods, including: juice, milk, eggs, peanut butter, and beans.

The Breastfeeding Peer Counselor Program will provide services that complement the WIC-provided breastfeeding education by allowing for additional, more in-depth education by a peer counselor trained through breastfeeding curriculum. The goal of the BFPC program is to increase the incidence and duration of breastfeeding for all breastfeeding women in Cochise County.

The Farmers Market Nutrition Program is intended to increase consumption of locally grown fresh fruits and vegetables by providing FMNP checks to a limited number of WIC women and children to purchase these items directly from growers at ADHS-approved farmers' market.

Amendment 4 reduces the amount of funding for WIC services due to reduced caseload: from 4000 to 3700 annually.

Fiscal Impact & Funding Sources:

The WIC and BFPC grant is a cost-reimbursement grant. The total net county subsidy for the contract is $193,733, calculated as follows:

Grant	Amount	Salaries + ERE's	Negotiated Overhead	A-87 OH @46.98%	***Net Co. Subsidy***
WIC	$560,339	$463,912	$34,199	$217,946	***$183,747***
BFPC	$48,477	$25,896	$2,180	$12,166	***$9,986***
FM	"As Needed"	$0	$0	$0	***$0***
Total:	$608,816	$489,808	$36,379	$230,112	***$193,733***

Next Steps/Action Items/Follow-up:
Your approvals are respectfully requested.

Impact of Not Approving:

Executive Summary Form

The WIC Program has provided nutrition services to low income families in Cochise County for over 30 years. Approximately 4200 county residents would be impacted by the discontinuation of the WIC Program. During these tough economic times Cochise County families are depending on the WIC Program to help meet their nutritional needs.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **ADHS11-005806**	Amendment No. **4**	Procurement Specialist **Tracey Thomas/KH**

WIC, BFPC, and FMNP Services

Effective October 1, 2012, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Scope of Work, Page Fifteen (15), Provision A, Background, shall add the following after last paragraph:

1.1 Specific objectives for nutrition services (based on Healthy People 2020 goals) are:

1.1.1 To increase the incidence of breastfeeding to eighty-two percent (82%) of women initiating breastfeeding;

1.1.2 To increase the duration of breastfeeding to sixty-one percent (61%) of women breastfeeding for the first (1st) six (6) months of their baby's life;

1.1.3 To increase the duration of breastfeeding to thirty-four percent (34%) of women breastfeeding for the first (1st) year of their baby's life;

Cochise County Health and Social Services
Contractor Name

1415 West Melody Lane, Bldg. A
Address

Bisbee **Arizona** **85603-3090**
City **State** **Zip**

CONTRACTOR SIGNATURE

Mary Gomez
Contractor Authorized Signature

MARY GOMEZ
Printed Name

DIRECTOR - CHSS
Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

8-28-12
Signature **Date**

Jerry Bannon
Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this _____ day of _____ 2012

Procurement Officer

Attorney General Contract No. P0012012000033,w hich is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date
Assistant Attorney General

Printed Name:

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

1.1.4 To increase the rate infants are exclusively breastfed to forty-four percent (44%) at three (3) months and twenty-four percent (24%) at six (6) months;

1.1.5 To reduce the proportion of adults who are considered obese to thirty-one percent (31%);

1.1.6 To reduce the proportion of children ages two through five (2-5) who are considered obese to ten percent (10%);

1.1.7 To increase the consumption and variety of fruits and vegetables by those two (2) and older;

1.1.8 To increase the consumption of whole grains by those two (2) and older; and

1.1.9 To increase the proportion of children ages zero through two (0-2) who view no television or videos on an average day to forty-five percent (45%).

2. Scope of Work, Page Twenty (20), Provision D, Tasks and Requirements, Section 4, Participant-Centered Nutrition Education, Items 4.1.1 through 4.1.4 are revised and replaced with the following:

4.1.1 Adoption and Implementation of the State goals for nutrition services. In addition, local agencies may identify their own goals for nutrition services in this plan if desired.

4.1.2 Adoption and implementation of the State objectives for staff training and client interventions related to the goals for nutrition services. In addition, local agencies are required to provide at least one additional objective for each goal.

3. Scope of Work, Page Twenty-one (21), Provision D, Tasks and Requirements, Section 5, Staffing, Items 5.2 and 5.3 are revised and replaced with the following:

5.2 All local agencies with a caseload of greater than 4,000 will identify a Registered Dietitian (RD) to serve as the local agency Nutrition Coordinator. The nutrition coordinator will oversee all WIC nutrition services for the local agency If a local agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of nutrition services within the local agency to be approved by ADHS.

5.3 Provide a RD to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency's high-risk caseload in accordance with the Arizona WIC Program Policies and Procedures Manual (WIC PPM). The Contractor may hire nutrition degree graduates or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant certification under the direction of a RD. If a local agency has a barrier to having a RD on staff, the agency must submit in writing to ADHS with their plan for providing high risk nutrition counseling to participants.

4. Scope of Work, Page Twenty-two (22), Provision D, Tasks and Requirements, Section 6, Staff Training, Item 6.1 is revised and replaced with the following:

6.1 Implement the Blended Learning ADHS training plan for new staff.

5. Scope of Work, Page Twenty-five (25), Provision D, Tasks and Requirements, Section 8, Administrative Services, Item 8.11 is revised and replaced with the following:

8.11 Prepare and submit a WIC Local Agency Mid-Year and Annual Cost Summary that matches the amount in the month of March and Final Yearly Closeout CER invoice respectively in accordance with the requirements in the WIC PPM;

6. Scope of Work, Page Twenty-five (25), Provision D, Tasks and Requirements, Section 8, Administrative Services, Item 8.16 is revised and replaced with the following:

8.16 Prepare and submit a Local Agency Annual Summary of the local agency self-assessment(s). Local agency self-assessments must be done annually in the year that the local agency has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation.

7. Scope of Work, Page Twenty-six (26), Provision D, Tasks and Requirements, Section 8, Administrative Services, Item 8.19 is renumbered to Item 8.21.

8. Scope of Work, Page Twenty-six (26), Provision D, Tasks and Requirements, Section 8, Administrative Services, the following is inserted to become Item 8.19:

8.19 Provide at least a six (6) month written notice when planning on suspending WIC services at any location;

9. Scope of Work, Page Twenty-six (26), Provision D, Tasks and Requirements, Section 8, Administrative Services, insert the following language as Item 8.20:

8.20 Provide at least one (1) FTE for User Acceptance Testing (UAT) of the HANDS system for agencies greater than 4,000.

8.20.1 Characteristics of the tester(s)

8.20.1.1 Senior Community Nutrition Worker (CNW) with a minimum of two (2) years experience in WIC, and using AIM;

8.20.1.2 Proficient in use of computers, knowledge of WIC rules and regulations, and written communications; and

8.20.1.3 Ability to train other individuals on the use of AIM.

8.20.2 Roles of the tester(s)

8.20.2.1 Follow script on new HANDs software to determine if it functions as required;

8.20.2.2 Ability to fully and clearly document all discrepancies in performance;

8.20.2.3 Ability to describe software operations in contrast to expected need at the local agency level, if necessary;

8.20.2.4 Ability to mentor to others at clinic and agency level on new system during implementation;

8.20.4.5 Desire to assume Super User role following implementation with their agency; and

8.20.2.6 Commitment to excellence in role.

10. Scope of Work, Page Twenty-eight (28), Provision H, Performance Standards and Awards, Section 3, Item 3.3 is hereby deleted.

11. Scope of Work, Page Twenty-eight (28), Provision H, Performance Standards and Awards, Section 3, Item 3.4 is now renumbered to Item 3.3.

12. Scope of Work, Page Twenty-eight (28), Provision H, Performance Standards and Awards, Section 3, Item 3.5 is now renumbered to Item 3.4.

13. The Price Sheet in Amendment Three (3), Page One (1), has been renumbered to read as Page Four (4).

14. Additional Terms and Conditions in Amendment Three (3), Page Two, has been renumbered to read as Page Five (5).

14. The Price Sheet in Amendment Three (3), Page Four (4), is hereby revised and replaced by the Price Sheet in Amendment Four (4), Page Five (5). The dollar amount increased due to increase in caseload. The revised Price Sheet for WIC Services is effective October 1, 2012;

a. **Personnel Costs** shall be decreased by **$4,250.00** due to decrease in caseload,
b. **Employee Related Expenses** shall be decreased by **$9,339.00** due to decrease caseload,
c. **Professional & Outside Services** shall be increased by **$13.999.00** due to contract required for IBLCC services,
d. **Travel Expenses** shall be decreased by **$2,053.00** due to staff being relocated to a different clinic; reducing in county travel,
e. **Occupancy Expenses** shall remain at **$1.00**,
f. **Other Operating Expenses** shall be increased by **$1,437.00** due to purchases of furniture for BF rooms,
g. **Capital Outlay Expenses** shall remain at **$1.00**,
h. **Indirect Costs** shall be increased by **$206.00**.

In ProcureAZ the Contract will be updated in the "Items" tab upon execution of this Amendment Four (4) to reflect the following line item changes in Amendment Four (4).

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **ADHS11-005806**	Amendment No. **4**	Procurement Specialist **Tracey Thomas/KH**

PRICE SHEET
WIC Services, BFPC and FMNP Services
Effective Date: October 1, 2012 to September 30, 2013

WIC Services

Account Classification	Amount
Personnel	$338,156.00
Employee Related Expenses	$125,756.00
Professional & Outside Services	$1.00
Travel Expense	$21,000.00
Occupancy Expenses	$1.00
Other Operating Expenses	$41,225.00
Capital Expenditures	$1.00
Indirect Costs	$34,199.00
Total	**$560,339.00**

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	$23,400.00
Employee Related Expenses	$2,496.00
Professional & Outside Services	$14,000.00
Travel Expense	$3,238.00
Occupancy Expenses	$1.00
Other Operating Expenses	$3,131.00
Capital Expenditures	$1.00
Indirect Costs	$2,180.00
Total	**$48,447.00**

Farmer's Market Nutrition Program Services

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	$1.25	WIC Participant	AS NEEDED

Additional terms and conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2013 is: 3,700

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

Consent 8.
Procurement

Regular Board of Supervisors Meeting
Meeting Date: 09/11/2012
Contract Renewal - Printing Services
Submitted By: Dave Seward, Procurement
Department: Procurement

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	N/A	**TITLE of PRESENTER:**	N/A
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:
Approve the renewal of Contract No. 10-18-PUR-02 for Countywide Printing Services to West Press for the period of October 1, 2012 through September 30, 2013.

Background:
This is the third renewal of Contract No. 10-18-PUR-02 approved by the Board of Supervisors on November 17, 2009. The terms and conditions of the original solicitation allow for this contract to be renewed for a period of up to four (4) successive one-year periods. County departments are satisfied with the service and pricing provided by West Press. West Press has agreed to hold their pricing firm for the one-year contract renewal period with the exception of a 10% increase in Multi-Part NCR Forms.

Department's Next Steps (if approved):
Notify West Press of approval to renew the contract. Monitor contract performance.

Impact of NOT Approving/Alternatives:
County departments would most likely pay more for their printing requirements.

To BOS Staff: Document Disposition/Follow-Up:
Contract renewal documents will be hand carried to Katie Howard.

Fiscal Impact

Fiscal Year:
One-time Fixed Costs? ($$$):
Ongoing Costs? ($$$):
County Match Required? ($$$):
A-87 Overhead Amt? (Co. Cost Allocation $$$):
Source of Funding?:

Fiscal Impact & Funding Sources (if known):
County departments budget appropriately for these expenditures.

Attachments

Contract Renewal

1415 Melody Lane
Building C
Bisbee, Arizona 85603
Phone (520)432-8392 Fax (520)432-8397
E-mail trutan@cochise.az.gov

RENEWAL CONTRACT #10-18-PUR-02
PRINTING SERVICES
COCHISE COUNTY, ARIZONA

3rd RENEWAL TERM OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013

BETWEEN COCHISE COUNTY
AND
WEST PRESS

This Contract Renewal is made between the County of Cochise, State of Arizona (the County) whose authorized representative is:

Terry Rutan, Senior Buyer
Cochise County Procurement Division
1415 Melody Lane, Building C
Bisbee, Arizona 85603

and the Contractor, whose complete name, address and Authorized Representative are:

Kristy Scharf
West Press
1663 W. Grant Road
Tucson, Arizona 85745

The County and the Contractor agree as follows:

Article I. Contract Documents. The Contract Documents consist of this Contract Renewal Agreement; the original contract and any other renewals or amendments, the solicitation, including instructions, all terms and conditions, plans, technical specifications, scope of work, attachments and any addenda thereto; and the Bid/Proposal Form submitted by the Contractor in response to the solicitation and other Contract Documents.

Article II. Contract Performance. The Contractor shall provide all of the materials, equipment, and services required by the original Contact Documents, with the options and modifications or clarifications, if any, expressly stated here:

Performance per original contract terms

Article III. Term of Renewal. The Contractor shall continue performance of this Contract Agreement until the renewal expiration date, which is September 30, 2013.

Article IV. Payment. The County shall pay the Contractor in the amounts and at the times or events stated below:

Payment for carbonless (NCR) paper will increase by Ten Percent (10%) all other services per original contract term.

This Agreement is entered into as of this_____ day of _____2012.

1415 Melody Lane
Building C
Bisbee, Arizona 85603
Phone (520)432-8392 Fax (520)432-8397
E-mail trutan@cochise.az.gov

CONTRACTOR:

Authorized By:

Kristy Scharf
Signature

KRISTY SCHARF, President
Print Name and Title

West Press
Company

COCHISE COUNTY:

Reviewed By:

David Seward
David Seward, Director
Procurement Department

Approved By:

Pat Call, Chairman
Board of Supervisors

Attest:

Katie Howard
Clerk of the Board

r

Consent 9.

Regular Board of Supervisors Meeting **Workforce Development**

Meeting Date: 09/11/2012

WIB_Amendment #9 to Title IB Adult, Youth, and Dislocated Worker contract DE111004001

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	na	**TITLE of PRESENTER:**	na
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve Amendment #9 to Title IB Adult, Youth, and Dislocated Worker contract DE111004001 between Cochise County and the Arizona Department of Economic Security for the Workforce Investment Act (WIA) Service Delivery Area from April 1, 2010 to August 31, 2015.

Background:

Programs through the Department of Labor contracts and funds come from the DOL to the State. Cochise County Workforce Development, Inc. (CCWD) works with Adult, Youth, Dislocated Worker and Rapid Response training programs in Cochise County. CCWD is reimbursed for their allowable expense through DOL and the State. This Intergovernmental Agreement is for the term of April 1, 2010 to August 31, 2015.

The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified above shall be $3,831,987. Cochise County acts as a pass through; there is no fiscal impact to Cochise County.

Department's Next Steps (if approved):

Review and sign the four copies of the Intergovernmental Agreement so that once expenses have been submitted to the State for reimbursement, the State WIA funds (only up to the contract limit) can be wired to Cochise County and passed to Cochise County Workforce Development Inc. in order to cover expenses.

Impact of NOT Approving/Alternatives:

Funds would not be available for the program.

To BOS Staff: Document Disposition/Follow-Up:

The documents should be mailed to: Cochise County Workforce Development Inc., 900 Carmelita Drive, Sierra Vista, AZ 85635, Attn: Michelle Huff.

Attachments

WIB_DE111004001 Amendment 9

WIB_DE111004-001 Attachment H

Action 10.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date: 09/11/2012

Approve a letter to US F&W re: Comments on Lower San Pedro Collaborative Conservation InitiativeLower San Pedro Collaborative Conservation Initiative

Submitted By: Katie Howard, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

# of ORIGINALS Submitted for Signature:

NAME of PRESENTER: n/a

TITLE of PRESENTER: n/a

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

[Item Tabled at August 28, 2012 Board meeting]: Approve a letter to US Fish & Wildlife communicating comments on the Lower San Pedro Collaborative Conservation Initiative.

Background:

The U.S. Fish and Wildlife Service (Service) is exploring the idea of a collaborative conservation and management initiative along the Lower San Pedro River involving interested landowners, land managing agencies, local communities, non-profit organizations, businesses and the public who share a vision of a healthy river system while contributing to the local economy and livelihoods of area residents. The Lower San Pedro River Collaborative Conservation Initiative (initiative) would build on the success of existing cooperative landowner groups along the lower San Pedro River. This collaborative venture would be landowner/land manager driven; the Service would contribute an array of various tools that landowners could voluntarily and freely choose from, including technical assistance, cooperative agreements for management, grants, conservation easements, or fee title acquisition for what would ultimately be a national wildlife refuge. In Cochise County, the proposed National Wildlife Refuge would begin at “the narrows” near Cascabel and run northwestward to and beyond the County line. Two miles on both sides of the river’s banks would be included.

Any potential land or easement acquisition by the Service would only be from willing sellers or donors -- the initiative would be entirely voluntary, have no regulatory power, and would be guided by a steering group of landowners and land managers with support from agency/organization liaison representatives. The establishment of a national wildlife refuge would be through voluntary participation by landowners in sale or donation of property or conservation easements to benefit their financial condition or leave a conservation legacy. The initiative would embrace and continue to honor the working landscapes in the area by supporting working ranches and farms; landowners would remain free to manage their lands as they wish. The Service would coordinate resources to help landowners restore, improve, manage, or conserve their lands to maximize returns while contributing to a healthy river ecosystem. A Draft Environmental Impact Statement is expected in late 2012 or early 2013.

Department's Next Steps (if approved):

Send signed letter

Impact of NOT Approving/Alternatives:

Cochise County's input would not be considered.

To BOS Staff: Document Disposition/Follow-Up:
Send signed letter

Attachments

LSPR Collaborative Conservation Initiative Letter
LSPR Collaborative Conservation Initiative Letter
LSPR Collaborative Conservation Initiative Letter
LSPR Collaborative Conservation Initiative Letter
LSPR Collaborative Conservation Initiative Letter

Action 11.
Facilities

Regular Board of Supervisors Meeting

Meeting Date: 09/11/2012

Approve BDI Grant Application and Agreement for taxiway rehab

Submitted By: Eddie Levins, Facilities

Department: Facilities

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Eddie Levins	**TITLE of PRESENTER:**	Facilities Director
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

REMINDER: You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve Grant Application and Agreement for rehabilitation and construction of taxiway A-2 at the Bisbee Douglas International Airport in the amount of $644,424, including County match of 4.47%, or $31,633.

Background:

On December 14, 2010, the County accepted a grant offer from the Federal Aviation Administration (FAA), through the Arizona Department of Transportation (Aeronautics Group), to complete Phase I of Design and Engineering for Rehabilitation of Taxiways A1 and A2 at the Bisbee-Douglas International Airport. The grant agreement for this phase of the project was made by the FAA on July 22, 2010 (in the amount of $150,000), accepted and executed by the Board of Supervisors (BOS) on July 27, 2010. During the design and engineering phase of the project, it was determined that taxiway A1 was damaged to the extent that fog sealing of the taxiway would not be economically prudent. As a result, an addendum was executed on August 6, 2012, reviewed/approved by ADOT and the FAA, changing the scope of work to exclude taxiway A1 from the project. Design and engineering was completed by Armstrong Consultants, Inc., on June 29, 2012, and the project went through a formal bidding process supervised by the Cochise County Procurement Department. Bids were opened and reviewed on August 9, 2012, and KE&G Construction Inc., were selected as the contractor for completion of Phase II of the project for rehabilitation and construction of taxiway A2 at the Bisbee-Douglas International Airport.

Department's Next Steps (if approved):

Provide the FAA with an approved grant agreement from the BOS, and 4.47% ($31,633) in matching funds to proceed with completion of the project.

Impact of NOT Approving/Alternatives:

Taxiway A2 rehabilitation and construction will not occur, resulting in further deterioration of the taxiway until a more expensive alternative is programmed into the Airport Improvement Program (AIP); which could take three to four years before additional funding is once again available through the FAA.

To BOS Staff: Document Disposition/Follow-Up:

Two (2) draft copies of the Grant Agreement are being provided to the Clerk of the Board. Original copies are pending delivery via Fedex and will be made available to the BOS prior to the scheduled board meeting. After formal Board action and appropriate signatures, please return one copy of the original agreement to the Facilities Management Department (ATTN: Eddie Levins).

Fiscal Impact

Fiscal Year:	
One-time Fixed Costs? ($$$):	
Ongoing Costs? ($$$):	
County Match Required? ($$$):	31,633
A-87 Overhead Amt? (Co. Cost Allocation $$$):	
Source of Funding?:	undesignated 1/2 cent sales tx

Fiscal Impact & Funding Sources (if known):

The grant agreement requires the Airport Sponsor to contribute 4.47% or $31,633 for the project based on estimated construction costs. Funding should be made available upon signing of the agreement, and will be disbursed on an as-needed-basis during the course of the project.

Attachments

Grant Agreement

Application for Federal Assistance

Bid Tabulation

U.S. Department of Transportation
Federal Aviation Administration
Airports Division

GRANT AGREEMENT

PART I – OFFER

August xx, 2012

Date of Offer

Bisbee Douglas International Airport

Airport/Planning Area

3-04-0013-007-2012

Grant No

020126041

DUNS No

TO: **Cochise County**
(herein called the "Sponsor")

FROM: The **United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **6/19/12**, for a grant of Federal funds for a project at or associated with the Bisbee Douglas International Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport or Planning Area (herein called the "Project") consisting of the following:

Rehabilitate Taxiway A2 - Construction

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, **91.06%** thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

Conditions

1. The maximum obligation of the United States payable under this offer shall be **$644,423.00**. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

   $ 0.00 for planning
   $ 644,423.00 for airport development or noise program implementation.

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.

3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **9/17/2012** or such subsequent date as may be prescribed in writing by the FAA.

7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal Grant Agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incident to, compliance with this Grant Agreement.

9. **<u>TRAFFICKING IN PERSONS</u>:**
   a. **Provisions applicable to a recipient that is a private entity.**
      1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--
         i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
         ii. Procure a commercial sex act during the period of time that the award is in effect; or
         iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity--
   i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
   ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either--
      A. Associated with performance under this award; or
      B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

b. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--
   1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
   2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
      i. Associated with performance under this award; or
      ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. **Provisions applicable to any recipient.**
   1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
   2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section.
      i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
   3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. **Definitions.** For purposes of this award term:
   1. "Employee" means either:
      i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   3. "Private entity":
      i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
      ii. Includes:
         A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
         B. A for-profit organization.
   4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

10. **LETTER OF CREDIT:** The sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.

11. **MAXIMUM OBLIGATION INCREASE FOR PRIMARY AIRPORTS:** In accordance with Section 47108 (b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects;

    c. May be increased by not more than 25 percent for land projects.

12. **INFORMAL LETTER AMENDMENT OF AIP PROJECTS:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

13. **BUY AMERICAN REQUIREMENT:** Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States, to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

14. **PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF $250,000**: The Sponsor agrees to perform the following:

    a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

        1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.

        2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.

        3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).

        4) Qualifications of engineering supervision and construction inspection personnel.

        5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

        6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken.

    b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.

    c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

    d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

15. **PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

Pavement Maintenance Management Program

An effective pavement maintenance management program is one that details the procedures to be followed to ensure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

a. **Pavement Inventory**: The following must be depicted in an appropriate form and level of detail:

(1) location of all runways, taxiways, and aprons;

(2) dimensions;

(3) type of pavement, and;

(4) year of construction or most recent major rehabilitation. For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. **Inspection Schedule:**

(1) **Detailed Inspection:** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available; i.e. Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements", the frequency of inspections may be extended to three years.

(2) **Drive By Inspection:** A drive by inspection must be performed a minimum of once per month to detect unexpected changes in pavement condition.

c. **Record Keeping:** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

(1) Inspection date,

(2) Location,

(3) Distress types, and

(4) Maintenance scheduled or performed.

(5) For drive by inspections, the date of inspection and any maintenance performed must be recorded.

d. **Information Retrieval:** An airport sponsor may use any form of record keeping it deems appropriate, as long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

e. **Reference:** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements", for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

16. **CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS:**

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data UniversalNumbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. **Central Contractor Registration** (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at *http://www.ccr.gov*).

2. **Data Universal Numbering System**

(DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866–705–5711) or the Internet (currently at *http://fedgov.dnb.com/webform*).

3. **Entity**, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward toa non-Federal entity.

4. **Subaward**:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. 210 of the attachment to OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations").. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. **Subrecipient** means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

17 . **GRANT ASSURANCES**: The attached Airport Sponsor Grant Assurances, dated 4/2012, replace the ones included in the "Terms and Conditions of Accepting Airport Improvement Program Grants".

18 . **FAA Advisory Circulars:** The attached updated listing of Current FAA Advisory Circulars required for AIP projects, dated 1/25/2012, replace the ones included in the "Terms and Conditions of Accepting Airport Improvement Program Grants".

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by The Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)
Ruben Cabalbag, Assistant Manager
Los Angeles Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and, by such acceptance, agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Option #1

_____ _____

Signature Date

On this _____ day of _____ , 2012, before me appeared (name)_____ , to me personally known, who, being duly sworn, did execute the foregoing affidavit and did state that he or she was properly authorized by (name of sponsor)_____, to execute the affidavit and did so as his or her free act and deed.

_____ _____

Notary Public (Seal/Stamp) Commission Expires

Option #2

I declare under penalty of perjury that the foregoing is true and correct.*

_____ _____

Signature Date

*Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment or both

Executed this _____ day of _____, 2012.

_____

(Name of Sponsor)

_____

(Signature of Sponsor's Designated Official Representative)

(SEAL)

Attest: _____

_____

(Name of Sponsor's Designated Official Representative)

Title: _____

_____

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor, do hereby certify: That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 2012.

_____

(Signature of Sponsor's Attorney)

Version 7/03

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION	2. DATE SUBMITTED 6/14/2012	Applicant Identifier
	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY AGENCY	Federal Identifier

1. TYPE OF SUBMISSION

Application	*Pre-application*
☒ Construction	☐ Construction
☐ Non-Construction	☐ Non-Construction

5. APPLICANT INFORMATION

Legal Name: **Cochise County**

Organizational DUNS: **020126041**

Address:
Street: **1415 Melody Lane**
Building C

City: **Bisbee**

County: **Cochise**

State: **Arizona** Zip Code: **85603**

Country: United States

Organizational Unit: **Cochise County**

Department: **Facilities Management**

Division: **Bisbee-Douglas International Airport**

Name and telephone of person to be contacted on matters involving this application (give area code)

Prefix: **Ms.** First Name: **Patty**

Middle Name: **Ann**

Last Name: **Lewis**

Suffix:

Email: **plewis@cochise.az.gov**

Phone Number (give area code): **(520) 432 - 9742**

Fax Number (give area code): **(520) 432 - 9758**

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 8 6 - 6 0 0 0 3 9 8

8. TYPE OF APPLICATION

☒ New ☐ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) ☐ ☐

Other (specify)

7. TYPE OF APPLICANT (See back of form for Application Types)

B

Other (Specify)

9. NAME OF FEDERAL AGENCY:
Federal Aviation Administration

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO. 2 0 - 1 0 6

TITLE (Name of Program): **Airport Improvement Program**

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Bisbee-Douglas International Airport:
Schedule I - Crack seal, fog seal and remark Taxiway A-1
Schedule II - Reconstruct Connecting Taxiway A-2
Schedule III - Taxiway A-2 edge lighting system

12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.)*:
BDI Airport, Douglas, Arizona

13. PROPOSED PROJECT

Start Date	Ending Date
8/30/2012	10/31/2012

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant	b. Project
AZ 8	AZ 8

15. ESTIMATED FUNDING:

a. Federal	$ 632,867.00
b. Applicant	$ 31,067.00
c. State	$ 31,066.00
d. Local	$ .00
e. Other	$ .00
f. Program Income	$ .00
g. TOTAL	$ 695,000.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
DATE : _____

b. NO. ☐ PROGRAM IS NOT COVERED BY E.O. 12372

☒ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes, If "Yes", attach an explanation ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix **Mr.** First Name: **Eddie** Middle Name:

Last Name: **Levins** Suffix:

b. Title: **Director of Facilities Management** c. Telephone: **520-432-9732**

d. Signature of Authorized Representative: e. Date Signed:

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1. Does this assistance request require State, local, regional, or other priority rating? ☐ Yes ☒ No	Name of Governing Body: Priority:
Item 2. Does this assistance request require State, or local advisory, educational or health clearances? ☐ Yes ☒ No	Name of Agency or Board: (Attach Documentation)
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? ☐ Yes ☒ No	(Attach Comments)
Item 4. Does this assistance request require State, local, regional or other planning approval? ☐ Yes ☒ No	Name of Approving Agency: Date: / /
Item 5. Is the proposal project covered by an approved comprehensive plan? ☒ Yes ☐ No	Check one: State ☐ Local ☒ Regional ☐ Location of Plan:
Item 6. Will the assistance requested serve a Federal installation? ☐ Yes ☒ No	Name of Federal Installation: Federal Population benefiting from Project:
Item 7. Will the assistance requested be on Federal land or installation? ☐ Yes ☒ No	Name of Federal Installation: Location of Federal Land: Percent of Project:
Item 8. Will the assistance requested have an impact or effect on the environment? ☐ Yes ☒ No	See instruction for additional information to be provided
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? ☐ Yes ☒ No	Number of: Individuals: Families: Businesses: Farms:
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? ☒ Yes ☐ No	20-106 FAA 3-04-0013-06-2010 Phase 1 Design & Engineering.

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Bisbee-Douglas International Airport is zoned PD-2 Multiple Use Planned Development District. Cochise County provides land use jurisdiction over and around the airport.

2. Defaults. - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities. - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans. – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with current Airport Master Plan and the Cochise County General Plan and Zoning Regulations.

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

The current Airport Master Plan was developed through an Airport Planning Advisory Committee, which consisted of a cross section of Cochise County residents that served as a medium for assembling community opinion, spirit, and concurrence.

6. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

None.

7. Public Hearings. – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project. **N/A**

8. Air and Water Quality Standards. – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary. **N/A**

PART II - SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The airport fee simple property is approximately 2,560 acres and the airport elevation is 4,100 feet (property map included as Exhibit "A").

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

N/A

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

N/A

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. 20-106

2. Functional or Other Breakout..... _____

SECTION B -CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	$	$	$ 30,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees (const. management)			90,000
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			575,000
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			695,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			695,000
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			695,000
20. Federal Share requested of Line 19			632,867
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			632,867
23. Grantee share			31,067
24. Other shares			31,066
25. Total Project (Lines 22, 23 & 24)	$	$	$ 695,000

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	$	$
b.		
c.		
d.		
e.		
f.		
g. **Totals**	$	$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	$ 31,067
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain) Cochise County General Fund	31,067
h. TOTAL - Grantee share	31,067
28. Other Shares	
a. State	31,066
b. Other	
c. Total Other Shares	62,133
29. TOTAL	$ 62,133

SECTION E – REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT : Schedule I – Crack seal, fog seal and remark Taxiway A-1

Schedule II – Reconstruct connecting Taxiway A-2

Schedule III – Taxiway A-2 edge lighting system

AIRPORT : Bisbee-Douglas International Airport

1. Objective:

Rehabilitate Taxiway A-1 and reconstruct Taxiway A-2 to restore access to the south portion of Runway 17-35.

2. Benefits Anticipated:

The majority of the existing pavement is deteriorating on Taxiway A-1. The pavement on Taxiway A-2 has fully deteriorated and the Taxiway is closed. This project will Improve aircraft safety and access to the primary runway.

3. Approach :

Procure construction services by formal bid in accordance to the design and specifications prepared by Armstrong Consultants :
Fog seal, crack seal and remark 3400' x 35' of Taxiway A-1.
Reconstruct 1500' x 35' of Taxiway A-2 and install edge lighting system.

4. Geographic Location:

Lat: N 31.27 Long: W 109.35 Elev: 4122

BDI Airport is located northwest of Douglas, Arizona, adjacent to State Highway 191.

5. If Applicable, Provide Additional Information:

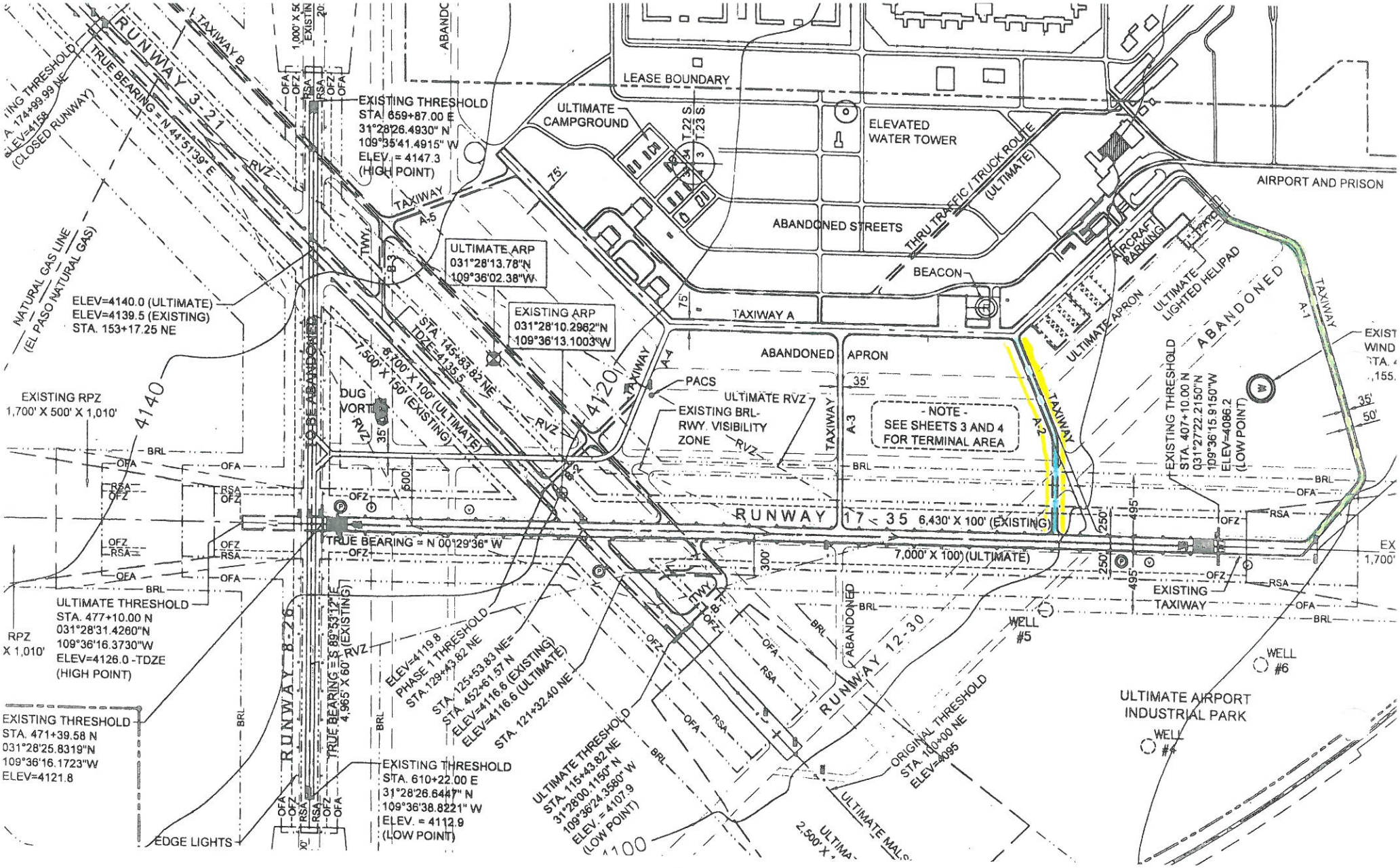
6. Sponsor's Representative: *(include address & telephone number)*

Patty Lewis

1415 Melody Lane, Bldg C.

Bisbee, AZ 85603

520-432-9742



BISBEE-DOUGLAS INTERNATIONAL AIRPORT

Crack/Slurry Seal A1 (middle 25' only)

Reconstruct A2 to C-1 Standards (30,000 SWG, 25' width)

Taxiway A-2 Edge Lighting System

STANDARD DOT TITLE VI ASSURANCES

Cochise County (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

(b) the period during which the sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 6/19/2012

Cochise County
(Sponsor)

By _____
Eddie C. Levins
Director of Facilities Management
(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions**. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permitee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

DRUG-FREE WORKPLACE

Cochise County	Bisbee-Douglas International	
(Sponsor)	*(Airport)*	*(Project Number)*

Description of Work:
Bisbee-Douglas International Airport:
Schedule I - Crack seal, fog seal and remark Taxiway A-1
Schedule II - Reconstruct Connecting Taxiway A-2
Schedule III - Taxiway A-2 edge lighting system

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	☒	☐	☐
2. An ongoing drug-free awareness program has been or will be established to inform employees about: **a.** The dangers of drug abuse in the workplace; **b.** The sponsor's policy of maintaining a drug-free workplace; **c.** Any available drug counseling, rehabilitation, and employee assistance programs; and **d.** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	☒	☐	☐
3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.	☒	☐	☐
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will: **a.** Abide by the terms of the statement; and **b.** Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.	☒	☐	☐

	Yes	No	N/A
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	☒	☐	☐
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	☒	☐	☐
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	☒	☐	☐

I have prepared documentation shown below or attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified below or in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

	Location	**Location**	**Location**
Street Address:	6940 N. Terminal Road		
City:	Douglas		
State:	Arizona		
Zip code:	85607		

Cochise County
Name of Sponsor

Signature of Sponsor's Designated Official Representative

Eddie C. Levins
Type Name of Sponsor's Designated Official Representative

Director of Facilities Management
Typed Title of Sponsor's Designated Official Representative

6/19/2012
Date of Signature

AUG 9 '12 PM 4:01

COCHISE COUNTY, PROCUREMENT DEPARTMENT
BID OPENING RECORD
IFB 12-20-FAC-05 - BDI International Airport Taxiway Improvement & Rehabilitation
Due Date: 8/9/2012, 4:00 p.m. local time

Reader: T. Hudson **Recorder:** Patty Lewis

Company Name: Meadow Valley Contractors Inc.

Total Bid Amount - Schedule I – Taxiway A1 $ DELETED

Total Bid Amount - Schedule II – Reconstruct Connecting Taxiway A2: $ 533,640.00

Total Bid Amount - Schedule III – Taxiway A2 Edge Lighting System: $ 95,681.00

Company Name: KE & G

Total Bid Amount - Schedule I – Taxiway A1 $ DELETED

Total Bid Amount - Schedule II – Reconstruct Connecting Taxiway A2: $ 482,603.45

Total Bid Amount - Schedule III – Taxiway A2 Edge Lighting System: $ 105,085.36

Company Name: _____

Total Bid Amount - Schedule I – Taxiway A1 $ DELETED

Total Bid Amount - Schedule II – Reconstruct Connecting Taxiway A2: $ _____

Total Bid Amount - Schedule III – Taxiway A2 Edge Lighting System: $ _____

Action 12.

Regular Board of Supervisors Meeting **Facilities**

Meeting Date: 09/11/2012

Award of Contract - BDI Airport Taxiway Improvements & Rehabilitation

Submitted By: Dave Seward, Procurement

Department: Procurement

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Dave Seward	**TITLE of PRESENTER:**	Dave Seward
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the award of Invitation for Bids (IFB) No. 12-20-FAC-05 for the Bisbee-Douglas International Airport Taxiway Improvements and Rehabilitation for the Facilities Management Department to KE&G Construction, Inc. in the amount of $587,688.81.

Background:

The scope of this project is to provide all material, labor and equipment required to perform taxiway improvements, rehabilitation and install an edge lighting system at the Bisbee-Douglas International Airport. The Engineer's estimate for this project was $450,873. IFB No. 12-20-FAC-05 was prepared and released on July 10, 2012. The bid was advertised in the San Pedro Valley News from July 18-25, 2012. Bid notices were mailed to 83 Contractor's registered in the Procurement database and the bid was posted in the County Procurement website. An on-site job walk/pre-bid meeting was held on August 2, 2012. Two (2) bids were received by the IFB closing date and time of August 9, 2012 at 4:00 p.m. A copy of the bid tabulation is attached.

Department's Next Steps (if approved):

Execute Contract. Obtain required bonds and certificates of insurance. Obtain approval from the FAA to issue the Notice to Proceed. Manage construction of project to include inspections and payment of invoices.

Impact of NOT Approving/Alternatives:

Taxiway A2 rehabilitation and construction will not occur, resulting is further deterioration of the taxiway until a more expensive alternative is programmed into the Airport Improvement Program (AIP); which could take three to four years before additional funding is once again available through FAA.

To BOS Staff: Document Disposition/Follow-Up:

This agenda item needs to be on the agenda subsequent to agenda item #966 submitted by Facilities Management. Contracts will be hand carried to Katie Howard when received signed by the contractor.

Fiscal Impact

Fiscal Year:

One-time Fixed Costs? ($$$):

Ongoing Costs? ($$$):

County Match Required? ($$$):

A-87 Overhead Amt? (Co. Cost Allocation $$$):

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

The grant agreement requires the Airport Sponsor to contribute 4.47% or $31633 for the project based on estimated construction costs. Funding should be made available upon signing of the agreement, and will be disbursed on an as-needed-basis during the course of the project. Funding is from undesignated ½ cent sales tax.

Attachments

Bid Tabulation

COCHISE COUNTY

PROCUREMENT DEPARTMENT

IFB NO: 12-20-FAC-05 - BDI Airport Improvements & Rehabilitation

Opening Date: 8-9-2012

Buyer: Terry Hudson

	Meadow Valley Contractors, Inc. Phoenix, AZ	KE&G Construction, Inc. Sierra Vista, AZ	
Schedule I - Taxiway A1	**Item Deleted**	**Item Deleted**	
Schedule II - Reconstruct Connecting	**$533,640.00**	**$482,603.45**	
Taxiway A2			
Schedule III - Taxiway A2 Edge Lighting	**$95,681.00**	**$105,085.36**	
GRAND TOTAL	**$629,321.00**	**$587,688.81**	