

Cochise County BRLF Subgrant Agreement

SUBAWARD AGREEMENT BETWEEN COCHISE COUNTY DEPARTMENT OF DEVELOPMENT SERVICES AND THE CITY OF BISBEE

This Subaward Agreement (hereinafter referred to as the Subaward Agreement or Agreement) is made between the Cochise County Development Services Department (CCDSD) and the City of Bisbee, UEI number: LMH1JE4K3D61, regarding a subgrant in the amount of One Hundred and Fifty Thousand Dollars (\$150,000) through CCDSD's Brownfields Revolving Loan Fund (BRLF) for the project known as 30 Main Street which is located at this address and which will primarily consist of removing asbestos-containing materials in the building's remaining walls, wall cavities, crawlspace, and exterior. Subgrantee owns the property at 30 Main Street, Bisbee, AZ (APN: 103-621-63. The CCDSD is a recipient of the United States Environmental Protection Agency's (EPA) BRLF grant (FAIN: 98T70801; 8/2/2023), which authorizes the use of BRLF federal funds for the environmental remediation and/or cleanup of contaminated properties within Cochise County. This Agreement provides the framework under which the project will be executed.

1. STATUTORY AUTHORITY AND EFFECTIVE DATE

This Agreement is authorized pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Sections 104(k)(2), 104(k)(3), 104(k)(4), and 104(k)(5)(E), and other applicable federal statutes, regulations, and policies. It becomes effective when executed by both parties and will continue for one (1) year unless extended by mutual agreement. Any project that extends beyond one year will require a written amendment.

2. SUBGRANT FUNDS AND ELIGIBILITY

The County hereby agrees to subgrant to the Subgrantee the sum of \$150,000 to be used for the purpose described in this agreement. Subgrant funds will be used for environmental remediation and cleanup pursuant to CERCLA Section 101(39). Both the site and the subgrantee have been confirmed eligible as follows:

- The site qualifies as a **Brownfield site** under CERCLA 101(39).
- The subgrantee is not a **Potentially Responsible Party (PRP)** and has no affiliation with a PRP.
- CCDSD has checked the **SAM exclusion list** and confirmed that the subgrantee is eligible to receive federal funds. All eligibility determinations have been submitted to the EPA.

Subgrant funds will be provided on a **reimbursement basis** for all allowable expenses as detailed in the Statement of Work (SOW). The subgrantee must submit proof of completed work, along with contractor invoices, for reimbursement. The subgrantee is responsible for costs that exceed the subgrant amount.

3. ENVIRONMENTAL CLEANUP SERVICES

The subgrantee submitted a **Statement of Interest** to CCDSD for the remediation of the site located at 30 Main Street, Cochise County. The EPA has approved the use of BRLF funds for this site. The subgrant will be made available for the cleanup of the property, subject to the terms and conditions of this Agreement, the Davis Bacon and Related Acts, Build America, Buy America, as applicable, additional federal and state regulations, and the Statement of Work. The summary of the services to be provided are included in Appendix A and are a binding part of this Agreement.

4. NATIONAL HISTORIC PRESERVATION ACT (NHPA) COMPLIANCE

To ensure compliance with the **National Historic Preservation Act (NHPA)**, the subgrantee must:

- Assist CCDSD in consulting with the **State Historic Preservation Office (SHPO)** and/or **Tribal Historic Preservation Office (THPO)** as required.
- Submit any documents needed to ensure that the project complies with NHPA before any work begins on the site.

5. RESPONSIBILITIES OF THE SUBGRANTEE

The subgrantee agrees to the following responsibilities:

- a) **Adhere to the Statement of Work** and submit regular updates to CCDSD.
- b) **Oversee the project** or hire an environmental consultant to oversee the remediation process.
- c) **Maintain a unique entity identifier (UEI)** by maintaining an active registration in the **System for Award Management (SAM)** at SAM.gov.
- d) Establish an **Administrative Record** for the property, making documents available to the public, as required.
- e) Develop a **Community Involvement Plan** and submit it to CCDSD for approval. Subgrantee prepares a Community Involvement Plan (CIP) for involving and informing the affected community. The CIP summarizes the community involvement activities conducted to date and identifies how the community will continue to be involved and informed throughout the cleanup process, including the opportunity to comment on the ABCA for the Project. The CIP also identifies the location of the administrative record for the Project.
- f) Submit **photographs** of the property as requested.
- g) Submit a **Quality Assurance Project Plan (QAPP)** to CCDSD for approval. No work may commence until the QAPP is approved by the EPA.
- h) Submit an **Analysis of Brownfield Cleanup Alternatives (ABCA)** for review and approval by CCDSD. The Subgrantee agrees to prepare an Analysis of Brownfields Cleanup Alternatives (ABCA) which will include information about the Property and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.), cleanup standards, applicable laws, alternatives considered, the proposed cleanup and an itemized budget. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based upon this analysis.
- i) Advertise the public notice for a **30-day public comment period** after ABCA approval and respond to any comments received.
- j) The **formal bid process** is required. Submit requests for **competitive bids** for the project, adhering to the Procurement Standards and receiving approval from CCDSD before soliciting bids. Federal (2 CFR Part 200 Subpart D) and County procurement rules apply to the subgrantee and the subgrantee must follow these including Davis Bacon and related Acts and Build American, Buy American.
- k) Submit **reimbursement requests** with cover letters and supporting invoices. Costs must be necessary, allowable, allocable, and reasonable.
- l) Ensure **no work begins without CCDSD's approval**.
- m) Retain **fee simple title** to the property during the project.
- n) **Provide project plans, specifications, and remedial activities** to CCDSD as they become available during remediation.
- o) Perform **continued operations and maintenance** as necessary for the protection of all remedies at the site.

6. REPORTING AND DOCUMENTATION

The subgrantee is required to:

- Establish an **Administrative Record** for all project documents which are available locally to the public during normal business hours.
- Provide **access to its records** to Cochise County and authorized federal officials upon request during the retention period.
- **Maintain records** in compliance with **2 CFR 200.334**, ensuring access for inspection and audits for three years after the final financial report or longer if there is a dispute or EPA requires a longer time period.
- Submit **quarterly reports** on the progress of the project, use of funds, and compliance with applicable standards.
- Adhere to **Code of Federal Regulations** ensuring the subgrant terms comply with EPA's General Term and Condition "Establishing and Managing Subawards." Compliance with the Code of Federal Regulations Procurement Standards is also required.
- Require that all contractors and subcontractors undertaking cleanup activities funded by the subgrant prepare a **Health & Safety Plan**.
- If environmental data and analysis will be collected as part of the brownfield cleanup (i.e. limited characterization to confirm the effectiveness of the proposed cleanup design, cleanup verification sampling), submit a **Quality Assurance Project Plan** to Cochise County and a notice of appropriate EPA and/or State Response Program review, and receive approval from Cochise County before beginning the sampling.

7. INDEMNIFICATION

Subgrantee shall indemnify, defend, and hold harmless Cochise County, its officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses, including attorney fees, arising out of or related to the Subgrantee's performance of this Agreement, including but not limited to environmental contamination, personal injury, property damage, or violation of any law.

8. INSURANCE

Subgrantee shall procure and maintain, at its own expense, commercial general liability, pollution liability, and workers' compensation insurance in amounts acceptable to Cochise County, and shall name Cochise County as an additional insured. Proof of such coverage shall be provided prior to commencement of any work.

9. STATE VOLUNTARY CLEANUP PROGRAM (VCP)

Where applicable, the subgrantee must enter the appropriate **State Voluntary Cleanup Program (VCP)** or equivalent response program to ensure that the proposed cleanup is protective of human health and the environment. Documentation of enrollment must be submitted to CCDSD.

10. DECISION DOCUMENT AND PUBLIC COMMENT

Upon completion of the public comment period, the subgrantee must issue a **decision document** that includes responses to public comments and details any changes to the cleanup plan. This document must be submitted to CCDSD for concurrence before the project can proceed.

11. REIMBURSEMENT

Subgrant funds will be disbursed on a reimbursement basis. Reimbursements will be made upon validation that the subgrantee's expenses are eligible and comply with the Agreement.

12. UNAUTHORIZED OBLIGATIONS

The subgrantee does not have authority to obligate CCDSD for any payments not specified in this Agreement or for ineligible uses of the funds. The subgrantee is responsible for cleanup costs that exceed the subgrant amount.

13. ACCESS TO PROPERTY

The subgrantee must provide CCDSD and its designated representatives access to the property during the performance period of this Agreement for inspection or auditing purposes.

14. PUBLIC INFORMATION

The subgrantee is responsible for ensuring public awareness of the project and must acknowledge the EPA and CCDSD in all project-related communications. If public signage is used, it must comply with EPA specifications and be visible to the public, noting that the project was funded by EPA.

15. ENVIRONMENTAL INSURANCE

The subgrantee may use a portion of the subgrant funds to purchase **environmental insurance**, but the funds cannot be used for ineligible types of insurance.

16. TERMINATION

This Agreement is contingent on funding and may be terminated by either party with **60 days written notice**. Termination will be without penalty if funding is unavailable.

17. FORCE MAJEURE

In the event of unforeseen circumstances such as acts of God or emergencies beyond the control of the subgrantee, delays will not constitute a breach of this Agreement. However, the subgrantee must make reasonable efforts to complete the project in a timely manner.

18. NO AGENCY RELATIONSHIP

Nothing in this Agreement shall be construed to create an agency relationship or to grant Cochise County control over the means, methods, or manner of the Subgrantee's work. The Subgrantee retains sole responsibility for all cleanup activities and site conditions.

In witness hereof, the parties hereto have caused this Agreement to be executed in the name and on behalf of each of them (acting individually or by their respective officers or appropriate legal representatives hereunto duly authorized) as of the day and year first written above.

Grantee
Grantee:

City of Bisbee

Signature

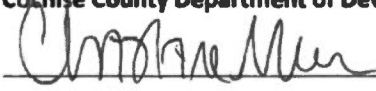
Date

5-19-2026

Grantor

Cochise County Department of Development Services

Grantor:



5/21/2026

Signature

Date

APPENDIX A

STATEMENT OF WORK

1. The asbestos containing materials will be abated before the building is remodeled, refurbished, or demolition activities occur.
2. All work must be conducted in accordance with OSHA Asbestos Construction Standard and conducted by a licensed asbestos contractor.
3. Asbestos containing materials will be removed in the building's surviving rooms, walls, cavities, crawlspace, and exterior in accordance with US EPA NESHAP, 40 CFR Part 61. If the entire area of a particular ACM is not affected by renovation, refurbishing, or demolition activities, spot abatement or removal of the material could be completed.
4. Contaminated materials will be placed in dumpsters on site and removed in accordance with regulations.
5. An air quality manager will oversee the site regarding air quality issues during construction.