



TNC Accounting Information	
Agreement #:	AZFO-130114
Center/Subcenter #:	1030523031-0000
Account #:	5076
Prime Grant:	WFF III 2012-13

April 23, 2013
Cochise County
Attn: Karen Riggs, Cochise County Engineer

Re: Grant to Cochise County for up to \$50,000 to Support Hydrogeologic Investigation, 1,811 acre Riverstone Property, Sierra Vista, AZ

Dear Ms. Riggs:

As we had previously discussed, The Nature Conservancy (the "Conservancy") is pleased to make this Grant to Cochise County ("Grantee") in the amount of funds up to \$50,000 ("the Grant") to support the hydrogeological investigation to identify locations for possible recharge facilities for the San Pedro River aquifer to be conducted on the above-referenced property (the "Property"). The Grant is subject to the "Standard Grant Conditions" set out on the attached form (Attachment A).

Purpose of this Grant.

This Grant will provide funds to support the hydrogeological investigation more particularly described in the draft Scope of Work (SOW) (Attachment B). The parties understand and acknowledge that the SOW will also be funded by matching funds of \$65,000 from the Grantee and \$50,000.00 from the Upper San Pedro Partnership ("USPP").

Term.

This Grant shall commence upon execution and shall expire on December 20, 2013.

Reporting and Due Dates.

The Grantee shall submit the following reports using the attached formats ("Attachment C"):
The **Interim Financial report** is due August 30, 2013. **Final Financial report** is due before November 22, 2013. The **Final Programmatic report** in the form of the Technical Memo described in the SOW is due November 22, 2013.

Financial and programmatic report shall be submitted to Brooke Bushman, Upper San Pedro Program Coordinator, 1510 E. Fort Lowell Road, Tucson, AZ 85719.

Additionally, the Grantee shall prepare and provide a progress report for input and comment to present to the Technical Committee of the USPP at its regularly scheduled meetings.

Payment Amount and Schedule.

- a. For all of the activities described above, the Conservancy shall pay the Grantee a maximum total of up to \$50,000 to support the Program, **payable in one lump sum after receipt and approval of the Scope of Work Deliverable, due by June 28, 2013.**
- b. Payments will be sent to the Grantee by check payable to the Grantee.

Please indicate your acceptance of the terms of this letter and accompanying Grant Conditions by signing the enclosed copy of this letter and returning it to the Conservancy.

Sincerely,



Holly Richter
AZ Chapter, Director of Conservation
The Nature Conservancy

Accepted and agreed to:

Karen Riggs
County Engineer, Cochise County
Date: _____

Attachment A: Standard Terms & Conditions
Attachment B: Draft Scope of Work
Attachment C: Financial Report Format

Attachment A

I. PROVIDING FUNDS TO OTHERS

The Grantee is prohibited from using the Conservancy's funds and/or assets for grants or contracts to others without the Conservancy's written permission. In addition, this Grant may not be assigned by the Grantee in whole or in part without the prior written consent of the Conservancy.

II. NO AGENCY

No legal partnership or agency is established by this Grant. Neither party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other party or for the account of the other party. Neither party shall be bound by any acts, representations, or conduct of the other.

III. TERMINATION AND REMEDIES

The Conservancy shall have the right to terminate this Grant by giving 30 (thirty) days written notice to the Grantee of intent to terminate. Should this occur, payment for work satisfactorily completed will be adjusted accordingly. In addition, if in the judgment of the Conservancy the Grantee defaults in performance of Grantee duties under this Grant, whether for circumstances within or beyond the control of the Grantee, the Conservancy may immediately terminate this Grant by written notice to the Grantee. Upon receipt of the termination notice from the Conservancy, the Grantee shall take all necessary action to cancel outstanding commitments relating to the work under this Grant. In the event of termination prior to the originally agreed upon expiration, the Conservancy shall pay any obligations incurred by the Grantee that could not reasonably be canceled. Any Grant funds not expended or committed at the time of termination must be returned to the Conservancy. If at any time the Prime Grant is terminated, this Grant shall also be automatically terminated as of the termination date of the Prime Grant.

IV. LOBBYING AND POLITICAL CAMPAIGNING

The Grantee shall not use any portion of funds transferred under this Grant to engage in any lobbying activities unless the parties specifically agree to such lobbying activities in this Grant. Should Grantee and the Conservancy agree to such lobbying activities, Grantee shall comply with all local, state and federal laws related to lobbying, including but not limited to registration with regulating agencies, public reporting and disclosures, fundraising and expenditure activities, media and advertising, tax obligations, elections and campaigns.

The Grantee shall not use any portion of funds transferred under this Grant to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of the law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the US Internal Revenue Code.

V. COMPLIANCE WITH LAWS

The Grantee represents, warrants, and agrees that, in connection with the transactions contemplated by this Grant: (a) the Grantee can lawfully work in the United States; (b) the Grantee shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Grant) any permits or licenses required for the Grantee's services under this Grant; and (c) the Grantee shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of Arizona, and any other jurisdiction(s) in which the Grantee is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Grantee

under this Grant (in each case, an "Applicable Law"). The Grantee shall not take any actions that might cause the Conservancy to be in violation of any of such Applicable Laws.

VI. CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES TO TERRORISTS

The Grantee certifies that none of the funds received under this Grant directly or indirectly funds terrorist activities and that it is not involved in, nor does it fund, either directly or indirectly, any terrorist activities.

VII. EXPENDITURE LIMITED TO DESIGNATED PURPOSES

Grant funds may be spent only in accordance with the provisions of the Grantee's funding request and budget submitted to the Conservancy. Expenditure of Grant funds is subject to modification only with the Conservancy's prior written approval. Any Grant funds not expended or committed for the purposes of this Grant must be returned to the Conservancy.

VIII. BINDING EFFECT/AMENDMENTS

This Grant shall become binding when signed by the parties. This Grant supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire Grant between the parties relating to the work set out above. No amendment shall be effective except in writing signed by both parties.

IX. INTELLECTUAL PROPERTY LICENSE AND USE OF CONSERVANCY NAME/LOGO

Title to any Materials developed with Grant funds vests in the Grantee, with the Conservancy getting free irrevocable license to use, publish or distribute all such copyrighted, trademarked, patented Materials, or inventions, trade secrets or other intellectual property rights. The word "Materials" may include, but is not limited to reports, studies, photographs (and negatives), computer programs, drawings, writings or other similar works or documents, along with all supporting data and material, produced under this Grant. The Grantee agrees to provide the Conservancy, and, if applicable, the Grantor to the Conservancy with copies of the Materials at no cost.

The Grantee may not use the Conservancy's name and/or logo in any way without prior written consent from the Conservancy.

X. LIABILITY/INSURANCE

The work to be performed under this Grant shall be performed entirely at the Grantee's risk. The Grantee agrees to indemnify and hold the Conservancy harmless for any and all liability or loss arising in any way out of the performance of this Grant. The Grantee shall carry appropriate workers' compensation, hazard and liability insurance coverage written on an occurrence basis during the term of this Grant.