



# Cochise County Board of Supervisors

Public Programs...Personal Service  
www.cochise.az.gov

**ANN ENGLISH**  
Chairman  
District 2

**PATRICK G. CALL**  
Vice-Chairman  
District 1

**PEGGY JUDD**  
Supervisor  
District 3

**EDWARD T. GILLIGAN**  
County Administrator

**ARLETHE G. RIOS**  
Clerk of the Board

## **AGENDA FOR FLOOD CONTROL DISTRICT MEETING**

**Tuesday, June 27, 2017 at 10:00 a.m.**

BOARD OF SUPERVISORS HEARING ROOM  
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

#### **ROLL CALL**

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

---

The Board may permit public comment during the discussion of any item on this agenda. If you wish to be heard on a specific item, please sign up to be heard using the 'Specific Item' on the speaker form provided, and please list the item about which you wish to be heard. Persons will be permitted three minutes to speak.

#### **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. Approve the Minutes of the Flood Control District meeting for June 19, 2017.

#### **ACTION**

##### **Community Development**

2. Approve grant agreement No. AZFO-170530 between The Nature Conservancy (TNC) and the Cochise County Flood Control District for additional recharge monitoring for the Ephemeral Stream Flow Monitoring and Palominas Recharge Projects in the amount of \$92,000 for the period of June 27, 2017 through June 15, 2019.
3. Approve contract with JE Fuller Hydrology & Geomorphology for monitoring, inspection, and reporting for the Palominas Flood Control/Recharge Project for the period of July 1, 2017 through December 31, 2018 in the not to exceed amount \$53,380.30.

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.

---

**Cochise County Board of Supervisors**

1415 Melody Lane, Building G Bisbee, Arizona 85603  
520-432-9200 520-432-5016 fax board@cochise.az.gov

**Flood Control District Meeting**

**Meeting Date:** 06/27/2017

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 Flood Control District meeting for June 19, 2017.

**Background:**

n/a

**Department's Next Steps (if approved):**

n/a

**Impact of NOT Approving/Alternatives:**

n/a

**To BOS Staff: Document Disposition/Follow-Up:**

n/a

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

Minutes

**PROCEEDINGS OF THE COCHISE COUNTY FLOOD CONTROL DISTRICT  
MEETING HELD ON  
Tuesday, June 19, 2017**

A meeting of the Cochise County Flood Control District was held on Tuesday, June 19, 2017 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Ann English, Chairman; Patrick G. Call, Vice-Chairman; Peggy Judd, Director  
Staff Present: Edward T. Gilligan, County Administrator  
Lynette Nowlan, Finance Director  
Arlethe G. Rios, Clerk of the Board

Chairman English called the meeting to order at 10:05 a.m.

**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**

---

***CONSENT***

**Board of Supervisors**

1. Approve the Minutes of the Flood Control District meeting for May 9, 2017.

Director Judd moved to approve item 1 on the consent agenda. Vice-Chairman Call seconded the motion and it carried unanimously.

***ACTION***

**Board of Supervisors**

2. Adopt the Tentative Budget of the Flood Control District for fiscal year 2017-2018 in the amount of \$5,492,097.

Vice-Chairman Call moved to adopt the Tentative Budget of the Flood Control District for fiscal year 2017-2018 in the amount of \$5,492,097. Director Judd seconded the motion.

Mr. Gilligan presented this item using a PowerPoint presentation. He noted that there were no rate changes or adjustments and there would be a small increase in the revenue collected from the levy and added there is a \$3,000,000 in contingency left.

Chairman English called for the vote and it was approved 3-0.

Chairman English adjourned the meeting at 10:07 a.m.

APPROVED:

---

Ann English, Chairman

ATTEST:

---

Arlthe G. Rios, Clerk of the Board

**Action 2.**  
**Community Development**

**Flood Control District Meeting**

**Meeting Date:** 06/27/2017

Grant funding from The Nature Conservancy (TNC) for additional recharge monitoring for the Ephemeral Stream Flow Monitoring and Palominas Recharge

**Submitted By:** Rorri Perez, Community Development

**Department:** Community Development

**Presentation:** No A/V Presentation

**Document Signatures:** BOS Signature Required

**Division:** Floodplain

**Recommendation:** Approve

**# of ORIGINALS Submitted for Signature:** 2

**NAME of PRESENTER:** Karen Riggs

**TITLE of PRESENTER:** Director

**Mandated Function?:** Not Mandated

**Source of Mandate or Basis for Support?:**

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 agreement No. AZFO-170530 between The Nature Conservancy (TNC) and the Cochise County Flood Control District for additional recharge monitoring for the Ephemeral Stream Flow Monitoring and Palominas Recharge Projects in the amount of \$92,000 for the period of June 27, 2017 through June 15, 2019.

**Background:**

Initial grant funding (\$70,375) for Ephemeral Streamflow Monitoring (ESM) as well as funding for the Bella Vista Phase II recharge related project (agreement AZFO-151124) from TNC was approved by the Flood Control District Board (the Board) On December 15, 2015. The Cochise Conservation and Recharge Network (CCRN) was formed just after the initial funding to guide and coordinate efforts of those projects and funding available for them. Cochise County was one of the founding members of the CCRN. Additional funding (\$62,575, Amendment #1) was granted by TNC to add \$11,500 for groundwater monitoring and reporting to the ESM contract and add \$51,075 to the Bella Vista Phase II contract. This additional funding from TNC increased the original agreement (AZFO-151124) to \$132,950. Amendment #1 was approved by the Board on September 27, 2016.

**Department's Next Steps (if approved):**

Staff will coordinate with the CCRN to continue Ephemeral Streamflow Monitoring, Groundwater Monitoring and Palominas Yr-4 recharge Monitoring projects.

**Impact of NOT Approving/Alternatives:**

If not approved, the FCD will not be able to continue monitoring the recharge projects and grant monies will have to be returned.

**To BOS Staff: Document Disposition/Follow-Up:**

Return two (2) signed originals to Highway attn: Karen Riggs

---

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:** 92,000

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1: 261-4110-9-421.600

**Fund Transfers**

**Fiscal Year:** 17/18

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

**Ongoing Costs? (\$\$\$):**

**County Match Required? (\$\$\$):** 92,000

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

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

---

**Attachments**

Grant Agreement

Grant Approval

---



PRIVATE GRANT AGREEMENT

TNC Accounting Information	
Agreement #:	AZFO-170530
Project Record ID / Private Award:	P102088/ F103056
Account #:	507600
Prime Grant:	WFF2015- 1508 San Pedro

May 20, 2017

Cochise County  
 Attn: Karen Riggs, Cochise County Engineer  
 1415 Melody Lane, Building F  
 Bisbee, AZ 85603

Re: Grant to Cochise County for up to \$92,000 to Support the Cochise Conservation and Recharge Network Monitoring Program

Dear Ms. Riggs,

We are very pleased to inform you that The Nature Conservancy (the “Conservancy”) has agreed to make this Grant to Cochise County Flood Control District (“Awardee”) in the amount not to exceed \$92,000. These funds are under the grant **dated November 16, 2015** (“Prime Award”) between The Conservancy and The Walton Family Foundation, to work with partners, such as Cochise County, to design and develop a Regional Aquifer Recharge Network, and ensure that water supplies are optimally managed to sustain riparian health within the San Pedro Riparian National Conservation Area (SPRNCA), thereby protecting Arizona’s San Pedro River.

**I. OBJECTIVE**

The purpose of this Grant is to provide funds to support the Cochise Conservation and Recharge Network (CCRN) monitoring program, which includes ongoing measurement of the Palominas Recharge Project, as well as baseline monitoring of ephemeral streamflow and groundwater at CCRN future recharge sites. The work to be performed over the 2017 through 2019 monitoring years is more particularly described in the draft Scope of Work (SOW) (Attachment A). The County and the Conservancy have each allocated funds to retain contractors to manage and maintain the monitoring program.

The parties understand and acknowledge that the SOW will also be funded by equal matching funds of at least \$92,000 from Cochise County. This grant is contingent upon Cochise County providing these match funds to support the CCRN monitoring program during the term of this grant. Documentation of such match must be included in all financial reports described below.

**II. TERM**

This grant shall commence upon execution and shall expire on **June 15, 2019**.

**III. REPORTING**

Awardee shall submit programmatic and financial reports as follows:

1. Copy of Final Scope of Work and Contract as Awarded between Cochise County and selected contractor for the CCRN monitoring program, including updated Cochise County Monitoring Program Projects, Tracking Worksheet ("Attachment B"), due within one month of contract award date.
2. Verbal quarterly data download updates provided at CCRN technical team meetings, and electronic copies of annual monitoring reports.
3. Copies of deliverables as listed in the Final Scope of Work and Contract as Awarded between Cochise County and selected contractor for the CCRN monitoring program.
4. Annual financial reports to coincide with annual monitoring reporting schedule as stated in the Final Scope of Work and Contract as Awarded and final financial reports for demonstrating full expenditure of TNC funds using the attached forms ("Attachment C"), due by **6/01/2019**.

Such reports shall be submitted via post or email to:

Brooke Bushman  
TNC Arizona Water Projects Coordinator, 1510 E. Fort Lowell Road, Tucson, AZ 85719  
bbushman@tnc.org

#### **IV. PAYMENTS**

A full disbursement of **\$92,000** will be made upon signing.

#### **V. EXPENDITURE LIMITED TO DESIGNATED PURPOSES**

Grant funds may be spent only in accordance with the provisions of the Awardee'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.

The Conservancy may monitor and evaluate the Program's activities, which may include visits by personnel and agents, discussions with Awardee's personnel, and review of financial and other records and materials related to the Program activities financed by this Grant in an effort to determine whether Awardee's activities meet the Conservancy's funding objectives.

To the extent that all activities described in the Final Scope of Work, per Reporting, requirement 1., are not completed before the Grant Term expires, Grant funds dedicated to, or associated with completion of the incomplete activities under the Scope of Work shall be returned to the Conservancy or shall be disbursed pursuant to directions from the Prime Award.

#### **VI. PROVIDING FUNDS TO OTHERS**

The Awardee is prohibited from using the Conservancy's funds and/or assets for grants to others without the Conservancy's written permission.

#### **VII. DISCLOSURE OF INTERNAL CONFLICTS OF INTEREST**

The Awardee must disclose to the Conservancy any proposed use of funds and/or assets for activities in which there is an apparent or actual conflict of interest between the Awardee and its employees, board members, or close relatives of the Awardee's employees or board members and make such expenditure subject to prior Conservancy approval.

## **VIII. PROCUREMENT**

The Awardee will follow its own policies with regard to documentation of procurements and maintain that documentation in their organization's grant files. If the Awardee does not have written procurement policies, it must retain documentation for procurements (over US \$5,000 outside the U.S. or over \$10,000 in the U.S.). Such documentation will include sole source justification, if appropriate, or documentation of a competitive process or comparison shopping.

## **IX. RECORDS AND AUDITS**

The Awardee agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Award to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. These records shall be maintained for a period of three years after the final expenditure report is submitted.

The Conservancy and its auditors (internal and external) will have access to all records relating to the award for three years after the final financial and programmatic reports for the award have been submitted to TNC, unless local law requires a longer retention period.

The Awardee shall be responsible for reimbursing for any disallowance of any expenditures related to the work the Awardee has performed.

## **X. SEGREGATION OF COSTS**

The Awardee will segregate the costs of the project described herein from other projects that it currently administers.

## **XI. TITLE TO AND USE OF PROPERTY**

Title to any property purchased with Award funds vests in the Awardee. The Conservancy may not be charged for use of any property purchased with Grant funds.

## **XII. INTELLECTUAL PROPERTY LICENSE**

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.

## **XIII. ACKNOWLEDGMENTS**

The Awardee agrees to acknowledge the Conservancy's support of the project, including funding contributions and sponsorship, on all media announcements, programs and publications.

## **XIV. ASSIGNMENT**

This Award may not be assigned by the Awardee in whole or in part without the prior written consent of the Conservancy.

## **XV. NO AGENCY**

No legal partnership or agency is established by this Award. 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.

#### **XVI. TERMINATION AND REMEDIES**

The Conservancy shall have the right to terminate this Award by giving 30 (thirty) days written notice to the Awardee 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 Awardee defaults in performance of Awardee duties under this Award, whether for circumstances within or beyond the control of the Awardee, the Conservancy may immediately terminate this Award by written notice to the Awardee. Upon receipt of the termination notice from the Conservancy, the Awardee shall take all necessary action to cancel outstanding commitments relating to the work under this Award. In the event of termination prior to the originally agreed upon expiration, the Conservancy shall pay of any obligations incurred by the Awardee that could not reasonably be canceled.

If at any time the Prime Award is terminated, this Award shall also be automatically terminated as of the termination date of the Prime Award.

#### **XVII. LOBBYING AND POLITICAL CAMPAIGNING**

Awardee shall not use any portion of funds transferred under this Award to engage in any lobbying activities unless the parties specifically agree to such lobbying activities in this agreement.

Awardee shall not use any portion of funds transferred under this Award to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, 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.

#### **XVIII. LIABILITY**

Awardee shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of this Program. Awardee agrees to indemnify and hold the Conservancy harmless from any and all claims, loss, damages, costs and expenses, including attorney fees through the appellate levels, made against or incurred by the Conservancy arising out of work performed by the Awardee under this Award, or arising out of any act or omission of the Awardee. Conservancy agrees to indemnify and hold the Awardee harmless from any and all claims, loss, damages, costs and expenses, including attorney fees through the appellate levels, made against or incurred by the Awardee arising out of work performed by the Conservancy under this Award, or arising out of any act or omission of the Conservancy.

#### **XIX. USE OF CONSERVANCY NAME/LOGO**

The Awardee may not use the Conservancy's name and/or logo in any way without prior written consent from the Conservancy, except to the extent the work performed contemplates their inclusion in the final work product.

#### **XX. CONFIDENTIAL INFORMATION.**

During the course of the performance of this Award, the Awardee may have access to materials, data, strategies, other information relating to the Conservancy and its programs, or systems, which are intended for internal use only. Subject to Arizona's Open Meeting Law, any such information acquired by the Awardee shall not be used, published, or divulged by the Awardee to any person, firm, or corporation or in any advertising or promotion regarding the Awardee or the Awardee's services, or in any manner or connection whatsoever without first having obtained the written permission of the Conservancy, which permission the Conservancy may withhold in its sole discretion.

## **XXI. TAXES**

The Awardee agrees to be responsible for any and all filing and payment of taxes and for compliance with any and all provisions and requirements arising under any applicable tax laws. Neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by the Conservancy on behalf of the Awardee, or employees of the Awardee. If appropriate, the Conservancy shall report all fees paid to the Awardee to the IRS on Form 1099.

## **XXII. COMPLIANCE WITH LAWS**

The Awardee represents, warrants, and agrees that, in connection with the transactions contemplated by this Award: (a) the Awardee can lawfully work in the United States; (b) the Awardee shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Award) any permits or licenses required for the Awardee's services under this Award; and (c) the Awardee 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 Awardee 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 Awardee under this Award (in each case, an "Applicable Law"). The Awardee shall not take any actions that might cause the Conservancy to be in violation of any of such Applicable Laws.

## **XXIII. COMPLIANCE WITH ANTI-TERRORISM LAWS.**

The Contractor agrees that it will use any funds received under this Contract in compliance with all applicable antiterrorist financing and asset control laws, regulations, rules and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.

## **XXIV. CHOICE OF LAW/FORUM**

This Award shall be interpreted, construed and governed by the laws of the State of Arizona and such laws of the United States as may be applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Award, the Conservancy and the Awardee agree that litigation shall be conducted in the State of Arizona.

## **XXV. BINDING EFFECT/AMENDMENTS**

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

## **XXVI. SEVERABILITY**

If any provision of this Award is held invalid, the other provisions shall not be affected thereby.

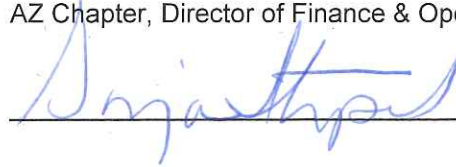
COCHISE COUNTY FLOOD CONTROL DISTRICT

THE NATURE CONSERVANCY

Pat Call, Chair,  
Cochise County Flood Control District Board

Sonja Stupel  
AZ Chapter, Director of Finance & Operations

\_\_\_\_\_

  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: 6/13/17  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Arlethe Rios, Clerk of the Board

Attachments:

- A- Draft CCRN Monitoring Program Scope of Work Outline
- B- Cochise County Monitoring Program Projects, Tracking Worksheet
- C- Financial Report, TNC – Cochise County AZFO-170530 Grant

## **Attachment A**

### **Draft Cochise Conservation and Recharge Network Monitoring Program Scope of Work Outline**

The Cochise Conservation and Recharge Network (CCRN) Monitoring Program provides critical information on baseline groundwater conditions and surface flow through CCRN project sites, as well as post-construction project performance towards the CCRN goal of increasing groundwater levels to support San Pedro River baseflows in the upper San Pedro basin. In 2014, monitoring of the Palominas Pilot Recharge Project began, followed in 2016 with the establishment of an ephemeral streamflow and groundwater monitoring network. Groundwater elevation and ephemeral streamflow monitoring equipment has been installed at Bella Vista, Riverstone, Palominas, and Horseshoe Draw, which are sites of existing or proposed stormwater capture and groundwater recharge facilities. Additional sites may be added as the recharge network is developed and as additional source water becomes available. This draft scope of work outline covers two years of monitoring, data analysis, and reporting for the CCRN Monitoring Program, and could include installation and monitoring of additional groundwater or surface flow locations. The costs and tasks are informed by current contracts underway between Cochise County, and J.E. Fuller Hydrology and GeoSystems Analysis, as outlined in Attachment B. Proposed tasks include project management, data downloads, equipment maintenance or replacement, data analysis, and reporting for the following monitoring networks:

1. **Ephemeral Stream Monitoring:** The existing monitoring and reporting will be continued and extended until approximately June, 2019, extending the monitoring through 1.5-years of baseline measurement. The CCRN Technical Team will also review, modify and/or add additional monitoring points as needed.
2. **Groundwater Monitoring:** The existing monitoring and reporting will be continued and extended until approximately June 2019, extending the monitoring by 1.5-years of baseline measurement. The CCRN Technical Team will also review, modify and/or add additional monitoring points as needed.
3. **Palominas Recharge Project (PRP) Monitoring:** The existing monitoring and reporting for the PRP will be continued and extended with the TNC grant and County match until approximately December 2018, extending the monitoring through 4-years of project measurement.

The CCRN Technical Team is currently composed of Cochise County, TNC, and City of Sierra Vista water program, floodplain and public works staff, as well as consultants currently under contract. The consultant team composition may change as project needs progress. The team will recommend any changes in 1, 2, and 3 above that would result in substantial changes in outcomes or funding mix to the full CCRN membership.



**ATTACHMENT C - Financial Report, TNC - CCRN Monitoring Program Grant  
FORM A - CONSOLIDATED FINANCIAL REPORT**

NAME OF ORGANIZATION : **Cochise County**  
 PROJECT NAME: **CCRN Monitoring Program**  
 REPORT PERIOD: **10/01/2017 - 6/01/19**

COUNTRY: **USA**  
 SITE: **Sierra Vista, AZ**  
 SUBAWARD #: **AZFO-170530**

Prior period adjustments require a detailed explanation in the notes section provided below.  
 Fill in the yellow shaded areas only.

<b>TNC-FUNDED EXPENSES</b>						
CATEGORIES	Budget (A)	Prior Period Expenses (B)	Prior Period Adjustments (C)	Current Period Expenses (D)	TOTAL LOP Expenses to Date (E=B+C+D)	Balance (F= A-E)
A. PERSONNEL					-	-
B. FRINGE BENEFITS					-	-
C. TRAVEL					-	-
D. EQUIPMENT					-	-
E. SUPPLIES					-	-
F. CONTRACTUAL	92,000.00				-	92,000.00
G. CONSTRUCTION					-	-
H. OTHER					-	-
I. TOTAL DIRECT COSTS	92,000.00	-	-	-	-	92,000.00
J. INDIRECT COSTS					-	-
K. TOTALS	92,000.00	-	-	-	-	92,000.00
<b>PERCENTAGE OF BUDGET SPENT</b>					<b>0%</b>	

<b>MATCH EXPENSES</b>						
CATEGORIES	Budget (A)	Prior Period Expenses (B)	Prior Period Adjustments (C)	Current Period Expenses (D)	TOTAL LOP Expenses to Date (E=B+C+D)	Balance (F= A-E)
A. PERSONNEL					-	-
B. FRINGE BENEFITS					-	-
C. TRAVEL					-	-
D. EQUIPMENT					-	-
E. SUPPLIES					-	-
F. CONTRACTUAL	92,000.00				-	92,000.00
G. CONSTRUCTION					-	-
H. OTHER					-	-
I. TOTAL DIRECT COSTS	92,000.00	-	-	-	-	92,000.00
J. INDIRECT COSTS					-	-
K. TOTALS	92,000.00	-	-	-	-	92,000.00

<b>PROJECT TOTALS</b>	184,000.00	-	-	-	-	184,000.00
-----------------------	------------	---	---	---	---	------------

<b>OTHER SOURCES OF INCOME</b>			
	Prior Period LOP INCOME (A)	Current Period INCOME (B)	TOTAL LOP INCOME (C= A+B)
GROSS PROGRAM INCOME			-
INTEREST			-
TOTAL	0.00	0.00	0.00

Explanation of Prior Period Adjustments:

NAME AND TITLE - PROJECT COORDINATOR

NAME AND TITLE - FINANCE DIRECTOR

SIGNATURE - PROJECT COORDINATOR

SIGNATURE - FINANCE DIRECTOR

DATE OF SIGNATURE

DATE OF SIGNATURE

Note: LOP means Life of Project.

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

---

## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://www.CFDA.gov)

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:      Yes      No

Grant No:

Amendment:      Yes      No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

**PRIMARY FUNDING SOURCE**

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

**NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.**

**Action 3.**  
**Community Development**

**Flood Control District Meeting**

**Meeting Date:** 06/27/2017  
Palominas Recharge Monitoring contract Year 4  
**Submitted By:** Rorri Perez, Community Development  
**Department:** Community Development  
**Presentation:** No A/V Presentation  
**Document Signatures:** BOS Signature Required

**Division:** Floodplain  
**Recommendation:** Approve  
**# of ORIGINALS Submitted for Signature:** 1  
**TITLE of PRESENTER:** Director  
**Source of Mandate or Basis for Support?:**

**NAME of PRESENTER:** Karen Riggs  
**Mandated Function?:** Not Mandated

**Docket Number (If applicable):**

---

**Information**

**Agenda Item Text:**

Approve contract with JE Fuller Hydrology & Geomorphology for monitoring, inspection, and reporting for the Palominas Flood Control/Recharge Project for the period of July 1, 2017 through December 31, 2018 in the not to exceed amount \$53,380.30.

**Background:**

The Palominas Recharge Project is providing flood control north and east of Palominas Elementary School and the project has been monitored for three years to measure recharge at the site and to determine the effectiveness of the various pilot recharge measures that will aid in the design of future recharge projects. Monitoring data has been collected for the first three years. Quarterly and annual monitoring reports have been provided for the first two years and the third year is being provided by September 2017.

For monitoring to be meaningful we will need at least 5 years of data; 10 would be much more useful and 20 probably needed to be significant statistically.

County staff is training to do some of the field data collection and inspections. ARS (Agriculture Research Service) staff has volunteered and are collecting data to help reduce as staff are available.

The contract will be on a time and materials basis to allow flexibility for accomplishing the monitoring, inspections and reporting. The maximum out of pocket cost to the FCD if no in kind, volunteer work or monetary contributions are applied would be \$53,380.30 for a year and a half (July 2017 through December 2018).. The Cochise Conservation and Recharge Network has recommended that funding be committed to this effort. However, the previous item was to accept a \$92,000 grant from The Nature Conservancy. If accepted then the maximum cost to the County for the year and a half period would be \$26,690.15. Funding for County share would come from the Flood Control District Professional Services line. Adequate funds are budgeted and available.

**Department's Next Steps (if approved):**

Execute contract. The County continues to gather recharge and monitoring data.

**Impact of NOT Approving/Alternatives:**

Monitoring data will not be collected for year 4 of the project. There will be no way to continue to quantify the effectiveness of the recharge infrastructure. No further information will be available to guide design of future recharge projects. Monitoring is a key component of the project and required by the grant for at least five years.

**To BOS Staff: Document Disposition/Follow-Up:**

Return approved contract to Highway.

---

**Budget Information**

*Information about available funds*

**Budgeted:**       **Funds Available:**       **Amount Available:** 26,690.15  
**Unbudgeted:**       **Funds NOT Available:**       **Amendment:**

**Account Code(s) for Available Funds**

1: 261-4110-9-421.600

**Fund Transfers**

**Fiscal Year:** 17-18

**One-time Fixed Costs? (\$\$\$):** 0

**Ongoing Costs? (\$\$\$):** 0

**County Match Required? (\$\$):** 26,690.15

**A-87 Overhead Amt? (Co. Cost Allocation \$\$):** 0

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

---

---

**Attachments**

J.E. Fuller Contract

---

---



DEFINE | COMMUNICATE | SOLVE

June 12<sup>th</sup>, 2017

**TEMPE**

Jon Fuller, PE, RG, PH, CFM, DWRE  
Brian Iserman, PE, CFM  
Ted Lehman, PE  
W. Scott Ogden, PE, CFM  
Jon Ahern, PE, CFM  
Patricia Quinn, PE, RLS, AVS  
Mike Kellogg, RG, CFM  
Jeff Despain, PE, CFM  
Robert Lyons, PE, CFM  
H. Elise Moore, PE, CFM  
Peter Acton, EIT  
Tyler Azeltine  
Richard Waskowsky, PE  
Anthony Gulotta  
Annette Griffin, AAS

Cochise County Highway and Floodplain  
Attn: Karen Riggs, P.E., R.L.S., Director  
1415 Melody Lane, Building F  
Bisbee, AZ 85603

**RE: Inspection, Monitoring and Maintenance: Year 4  
Palominas Flood Control and Recharge Facility**

Dear Karen,

Thank you for requesting a scope and fee proposal from JE Fuller Hydrology and Geomorphology, Inc. (JE Fuller) to provide continued inspection and monitoring services for the Palominas Flood Control and Recharge facility.

**TUCSON**

John Wallace, PE, CFM  
Cyrus Miller, PE, CFM  
Chris Rod, PE  
Ian Sharp, PE, CFM  
Geoff Harris, P.E.

**FLAGSTAFF**

Cory Helton, PE  
Joe Loverich, PE, CFM

**PRESCOTT**

Nate Vaughan, PE

**SILVER CITY, NM**

Mary Evans, PE, CFM

8400 S Kyrene Road, Ste 201  
Tempe Arizona 85284  
480-752-2124

40 E Helen Street  
Tucson, Arizona 85705  
520-623-3112

323 N San Francisco Street  
Flagstaff, Arizona 86001  
928-214-0887

1042 Willow Creek Rd – A101  
#415  
Prescott, Arizona, 86301  
928-640-0778

2340 US Hwy East #130  
Silver City, New Mexico, 88061  
575-313-7650

**Background**

Beginning in late 2011 with initial investigations into the feasibility of providing for dual benefits of flood control and aquifer recharge on the County-owned property (previously-named Mansker tract), JE Fuller has provided consulting services to the County through technical analyses, design plan preparation, construction-phase administration support, and system performance monitoring. With the successful July, 2014 construction completion of the Palominas Flood Control and Recharge Facility on the County-owned parcel and downstream channel, the pilot project entered the operations phase of its service life. Although the system was designed to minimize erosion, sediment transport and sediment deposition, periodic maintenance will be required. Program components that will be critical to the continued successful future operation of this facility are: inspection, maintenance, and continued monitoring and analysis of the system inflow/outflow data.

JE Fuller along with subconsultant GeoSystems Analysis, Inc. (GSA) who designed and installed the facility monitoring program, have provided monitoring data collection, retrieval, and analysis under contract to the County beginning with the July, 2014 completion of construction. The current contract (PSA 17-05-HFP-04) specifies a monitoring period of 1 year following the previous year; the current contract duration ends September 30, 2017. Note that this proposal departs from the previous timelines by extending the monitoring period to the end of the calendar year 2018.

Monitoring of the facility for a period of five years after construction was one stated expectation of the project outcomes, identified during application for grant funding from the Walton Family Foundation (WFF), which initiated the project work efforts undertaken to-date. Five years from the completion of facility construction will be mid-July, 2019.



### Scope of Work

This Scope of Work represents the fourth year of data monitoring on the project, and the third year of scheduled periodic inspection and maintenance recommendations. JE Fuller will inspect the facility once in September and December, 2017, and once in March, June, September, and December 2018. Following the inspections, JE Fuller will prepare a memorandum detailing the observations made and recommendations for facility maintenance. Recommended maintenance actions will be ranked for priority using 3 categories: critical, high priority, low priority. It is assumed that County crews or a County contractor will perform all maintenance.

Specifically excluded are: land surveying, geotechnical testing or engineering, percolation testing, groundwater modeling, sediment/pollutant transport modeling, site planning, earthmoving activities, construction, environmental permitting, and governmental agency permitting.

Refer to the GSA Subconsultant proposal for the tasks proposed by GSA and the associated fees.

### Fee Estimate and Billing Structure

JE Fuller labor will be billed on an hourly basis (\$110/hour for P.E. II) plus mileage at the prevailing federal rate (currently \$0.535/mile) and any direct expenses (e.g., reproductions, rental vehicles, etc.). Maximums of 100 hours of JE Fuller labor and \$500.00 direct JE Fuller expenses are estimated for project administration, inspection visits and recommended maintenance memos.

Refer to the GSA Budget Worksheet for Subconsultant fees associated with the listed tasks. Note that the 5% markup on GSA subconsultant fees is retained for this proposal. Also note the incorporation of data download tasks being handled by Agricultural Research Service (ARS) Tombstone staff.

The fee estimate for completion of the SOW is not-to-exceed (NTE) **\$53,380.30** without your prior written approval. If any additional work requires efforts beyond the attached scope and the NTE amount, that work will be charged per the standard T&M rates and conditions listed herein.

The use of a Time and Materials (T&M)-type contract allows for the potential to have County Staff perform some of the duties (data collection, inspection) listed in the SOW, as Staff availability allows. Potential cost savings will be achieved through using County Staff resources to perform some of the SOW tasks.



Invoicing will be monthly or at the discretion of JE Fuller, and will be based on work performed. This agreement is strictly between the County and JE Fuller and is not contingent upon payment by any third parties or on approval of the work by any third parties (including government agencies). A 1% charge per month will be added to all invoice amounts over 2 months old.

Thank you again for requesting this Scope of Work and fee estimate from JE Fuller. Should you have questions regarding this proposal, please give me a call.

Sincerely,

**JE Fuller/Hydrology & Geomorphology, Inc.**

Cyrus D. Miller, P.E., CFM  
Vice President

Attachments: GSA Subconsultant Proposal  
and Budget Worksheet

June 12, 2017

Cyrus D. Miller, PE, CFM  
Project Manager  
JE Fuller/Hydrology & Geomorphology, Inc.  
40 E. Helen Street  
Tucson, AZ 85705

RE: Palominas Facility Monitoring and Maintenance: Proposed Eighteen Month (2017-2018)  
Tasks and Budget

Dear Cy,

The following presents a proposed Scope of Work (SOW) and budget for GeoSystems Analysis, Inc. (GSA) to JE Fuller Hydrology & Geomorphology, Inc. (JEF) for continued monitoring and maintenance activities from July 1, 2017 through December 31, 2018 at the Palominas Stormwater Capture and Recharge facility. This eighteen month monitoring period is longer than previous annual monitoring periods with the intention of adjusting future monitoring years to align with the calendar year. The purpose of the recharge system monitoring is to evaluate the long-term stormwater capture and the amount of groundwater recharge that is occurring at the facility.

In summary, GSA proposes to continue to collect and analyze data from the following monitoring systems:

- 1) Five (5) groundwater monitoring wells
- 2) Fourteen (14) stilling wells in detention and in-channel recharge basins
- 3) Stilling wells in six (6) drywells and three (3) infiltration trenches
- 4) Soil moisture monitoring instruments in ten (10) vadose zone boreholes
- 5) Three (3) precipitation gauges

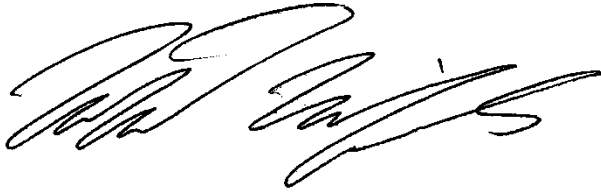
Two maintenance trips are scheduled for the monitoring period to replace and/or calibrate equipment as needed. Three monitoring reports will be provided, including a revised 2017 calendar year report (January 2017 – December 2017), a mid-year 2018 report (January 2018 – June 2018), and a 2018 calendar year annual report (January 2018 – December 2018).

3393 North Dodge Boulevard  
Tucson, Arizona 85716

phone: 520-628-9330  
fax: 520-628-1122

Should you have any questions, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Milczarek". The signature is fluid and cursive, with a large initial "M" and "M".

Mike Milczarek  
Program Director

## **PROPOSED SCOPE OF WORK FOR 2017-2018 MONITORING**

### *Task 0 – Project Management*

This task includes project management, planning, scheduling and coordination necessary to successfully conduct monitoring, maintenance, data processing, data analysis and interpretation, reporting, and related activities.

### *Task 1 – Monitoring System Data Collection and Management*

Dataloggers at the Palominas recharge facility record sensor measurements of groundwater elevation (6-hour intervals); basin water level elevations (15-minute intervals); drywell and infiltration trench water level elevations (15-minute intervals); and soil matric potential and soil water content in vadose zone boreholes (4-hour intervals). Three rain gauges record total precipitation and average temperature precipitation on 15-minute intervals.

ARS staff will download data quarterly during the eighteen month monitoring period (7 events from July 2017 to December 2018). One data download site visit is budgeted for GSA staff to allow for concurrent maintenance and calibration of monitoring equipment, as needed (Task 2). Data will be checked and processed at least quarterly by GSA staff. Spreadsheet processing will include calibrations, corrections, and time-series plotting of sensor measurements, and modeled estimates of stormwater capture and groundwater recharge.

### *Task 2 – Monitoring System Maintenance*

Monitoring station maintenance will consist of up to two site visits, as necessary, to troubleshoot and fix any problems. To the extent practicable, maintenance visits will be scheduled together with data downloading visits. For budgeting purposes we estimate \$2,250 for instrument replacement during the 1.5 year monitoring period.

### *Task 3 – Data Analysis and Summary Reports*

Data analysis will include estimates of precipitation, evaporation, basin-specific infiltration volumes using the mass balance and field-based approaches, duration of ponding, water flow between basins, recharge enhancement feature infiltration volumes, groundwater elevations and gradients, and soil moisture trends.

GSA will provide a revised 2017 calendar year annual report by March 31, 2018, a mid-year 2018 report by September 30, 2018, and a 2018 calendar year annual report by March 31, 2019.

**Proposed Budget and Schedule**

Table 1 shows the proposed schedule. Table 2 shows an estimated cost summary and Table 3 shows estimated detailed costs. Cost assumptions include:

- 1 field day per data download trip (1 GSA staff)
- 2 field days to troubleshoot and replace datalogger equipment as needed in 2017 – 2018 (1 GSA staff)
- USDA-ARS will download data from the Palominas facility on a quarterly basis

Table 1. Tasks with completion dates

<b>Task</b>	<b>Task ID</b>	<b>Description</b>	<b>Completion Dates</b>
1 – 2017-2018 Monitoring Data Management	1.1	Data Collection	December 31, 2018
	1.2	Data Processing	March 31, 2019
2 – 2017-2018 Maintenance	2.1	Monitoring System Maintenance	As Needed
3 - Data Analysis & Annual Reporting	3.1	Data Analysis	March 31, 2019
	3.2	Mid-Year 2018 Data Summary (January – June 2018)	September 30, 2018
	3.3	Revised 2017 Calendar Year Annual Report	March 31, 2018
	3.4	2018 Calendar Year Annual Report	March 31, 2019

Palominas Recharge & Flood Control Project - Eighteen Month (2017-2018) Monitoring  
 1720 - JE Fuller/Cochise County  
 June 12, 2017

**Table 1 - Cost Summary By Task**

	<b>Total Costs</b>
<b>0 - Project Management</b>	<b>\$2,798</b>
No Subtask	\$2,798
<b>1 – Monitoring System Data Collection and Management</b>	<b>\$7,925</b>
1.1 - Data Collection (1 event July 2017 to December 2018)	\$2,445
1.2 - Data Processing (7 events July 2017 to December 2018)	\$5,480
<b>2 – Monitoring System Maintenance</b>	<b>\$8,370</b>
2a - Station Maintenance and Sensor Calibration	\$8,370
<b>3 – Data Analysis and Summary Reports</b>	<b>\$20,793</b>
3.1 - Data Analysis and Interpretation	\$6,980
3.2 - Mid-Year 2018 Data Summary (January - June 2018)	\$3,111
3.3 - Revised 2017 Calendar Year Annual Report	\$5,351
3.4 - 2018 Calendar Year Annual Report	\$5,351
<b>Proposal Grand Total</b>	<b>\$39,886</b>