

April 8, 2019

Jackie Watkins
Cochise County
1415 Melody Lane, Building F
Bisbee, AZ 85603

Re: Cochise Conservation and Recharge Network (CCRN)/San Pedro Watershed Monitoring, 2019 (#AZFO-190408)

TNC Accounting Information	
Center/Subcenter #:	P102088/F104081
Account #:	507600
Prime Grant:	Walton Family Foundation TNC2017-473

Dear Jackie:

We are very pleased to inform you that The Nature Conservancy (the "Conservancy") has agreed to make this Grant to **Cochise County** ("Grantee") in the amount of **\$20,000.00** ("the Grant"). As indicated above, this Grant is made under a Grant made to the Conservancy by **the Walton Family Foundation** ("Prime Award"). The Grant is also subject to the "Standard Grant Conditions" set out on the attached form (Attachment A).

Purpose of this Grant.

This Grant will provide funds for the Grantee's **Cochise County San Pedro Watershed Monitoring** program for the 2019 year ("Program"), under Cochise County contract #19-33-HPF-01, and as described in the attached scope of work ("Attachment B"). In accordance with the terms of the Prime Award, this Grant is subject to the following conditions: funds from this grant should be committed to support the Program and be fully expended prior to the end of the grant term.

Term.

This Grant shall start on **date of final signature** and shall expire on **April 30, 2020**.

Reporting and Due Dates.

The Grantee shall submit the following reports using the attached formats ("Attachment C"):

Interim Financial report(s) due January 15, 2020. The **Final Financial report** is due April 15, 2020. The **Final Programmatic report**, in the form of the Final Annual Monitoring Report (Deliverables 5 and 6) of Attachment B, is due April 15, 2020.

Financial reports shall be submitted **electronically** to **Maria Rodriguez, Senior Grants Specialist, maria_rodriguez@TNC.ORG**. Programmatic reports shall be submitted **electronically** to **Brooke Bushman, AZ Water Projects Coordinator, bbushman@tnc.org**.

Payment Amount and Schedule.

- a. For all of the activities described above, the Conservancy shall pay the Grantee a fixed price total of \$20,000.00, .
- 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,

Sonja Stupel
The Nature Conservancy, Arizona Chapter
Director of Finance and Operations

Date

Accepted and agreed to:

Jackie Watkins
Director, Engineering and Natural Resources
Cochise County

Date

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.