

August 15, 2011

Budget Center: 103052 3011

Cochise County  
Attn: Mike Ortega  
1415 Melody lane, Building G  
Bisbee, AZ 85603

Re: Cochise County- Grant from The Nature Conservancy for USGS Benson/Narrows Gage monitoring

Dear Mr. Ortega:

The Nature Conservancy (the "Conservancy") has awarded Cochise County a grant in the amount of \$8,000 for the FY11 monitoring of the USGS Benson/Narrows Gage (the "Grant"). Cochise County may pass on these funds to the U.S. Geological Survey.

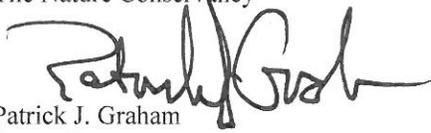
In support of the above goals and objectives, The Nature Conservancy shall provide this funding to Cochise County under the conditions listed below:

1. You must repay any portion of the amount granted which is not used for the purposes of this Grant.
2. No Lobbying. The funds must not be used to engage in any lobbying activities.
3. No Political Campaigning. No portion of funds transferred under this Grant shall be used 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 in favor of any person or organization.
4. Payment Schedule. Disbursement of the Grant funds shall be made in the following manner:
  - a) One time upfront payment of \$8,000.
5. Payments to Third Party Contractors. You may use the granted funds to retain third party contractors as long as such work is consistent with the goals and objectives and selection of such contractors is based on price, quality, experience and resources. Your records must reflect cost/price analyses and justification for selection of the contractor.
6. Accounts, Audits and Records. You agree to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred under this letter of agreement. These records shall be maintained for one year after the final report is submitted and shall be turned over to the Conservancy at that time. The Conservancy has the right to inspect these records at any time.
7. Title to any materials developed with Grant funds shall belong to you, with the Conservancy and the Grantor receiving free irrevocable license to use, publish or distribute all such copyrighted, trademarked, patented materials, or inventions, trade secrets or other intellectual property rights. "Materials" shall include, but is not limited to, reports, studies, photographs (including negatives), computer programs, drawings, writings or other similar works or documents, along with all supporting data and material produced under this agreement. You agree to provide the Conservancy with originals of the materials at no cost. You may use the materials produced under this agreement for non-commercial, conservation purposes.

8. The Grant may not be assigned to any other person, in whole or in part, without prior written consent of the Conservancy.
9. You shall be solely responsible for payment of any and all claims for loss, personal injury, death or property damage arising out of any of your own acts or omissions, or your agents' or employees' acts or omissions, in connection with your performance under this agreement. You agree to indemnify, defend and hold the Conservancy harmless from any and all claims, loss, damages, costs and expenses, including attorneys fees through all appellate levels made against or incurred by the Conservancy arising out of work performed by you under this Grant agreement, or arising out of any your own acts or omissions.
10. 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.
11. Entire Agreement. This Grant constitutes the entire Grant between the Conservancy and Cochise County. No waiver, modification or amendment of any of the terms or conditions stated herein shall be effective unless set forth in writing and duly signed by the Conservancy and Cochise County.
12. If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby.

Sincerely,

The Nature Conservancy



Patrick J. Graham  
State Director

**ACCEPTED AND AGREED TO:**

Recipient: Cochise County

Signed: \_\_\_\_\_

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