

FIRST AMENDMENT
to
PRIVATE GRANT AGREEMENT NO. AZFO-151124

THIS FIRST AMENDMENT IS TO THAT CERTAIN AGREEMENT #AZFO-151124 executed between The Nature Conservancy acting through its Arizona Field Office (the "Conservancy") and Cochise County ("Awardee").

RECITALS:

- A. On 12/15/15 the parties entered into Agreement No. AZFO-151124 the ("Agreement"), which is incorporated herein by reference.
- B. The parties now desire to extend the Agreement, add funds to 1) Ephemeral Streamflow Monitoring, and add funds to and modify the scope of work for 2) Bella Vista Recharge Feasibility Study.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties expressly agree that the Agreement shall be modified as follows:

1. **Grant Amount.** The not-to-exceed grant amount is increased from \$70,375 by adding additional funds in the amount of \$62,575 for a not-to-exceed grand total amount of \$132,950. Attachment C & D: Financial Reports are modified to include these new funds.
2. **Section I. Objective** is replaced and modified as follows:

The purpose of this Grant is to provide funds to support two projects:

- 1) \$29,515 to establish an ephemeral streamflow monitoring network to quantify the actual amount of urban enhanced runoff flowing to the Upper San Pedro River recharge sites, ("Program 1") more particularly described in the draft Scope of Work (SOW) (Attachment A), plus \$11,500 to be added to the Awardee's contract (PSA 16-37-HFP-04) for Program 1 that will be used to fund additional groundwater monitoring downloads, data analysis and reporting at Riverstone and Bella Vista.
- 2) \$91,935 for the technical analysis, feasibility study and conceptual design of the Bella Vista Coyote Wash UER recharge project ("Program 2") more particularly described in the draft Scope of Work (SOW) (Attachment B Modified).

The Grant will be contingent upon Grantee providing matching funds up to \$33,000 for Program 1 and up to \$200,000.00 for Program 2.

~~The purpose of this Grant is to provide funds to support two projects: 1) \$20,515 to establish an ephemeral streamflow monitoring network to quantify the actual amount of urban-enhanced runoff flowing to the Upper San Pedro River recharge sites ("Program 1") more particularly described in the draft Scope of Work (SOW) (Attachment A), and 2) \$40,860 for the technical analysis, feasibility study and conceptual design of the next recharge project/s agreed upon by the Cochise Conservation and Recharge Network ("Program 2") more particularly described in the draft Scope of Work (SOW) (Attachment B). The Grant will be contingent upon Grantee providing matching funds in the amount of \$33,000 and \$280,000.00 for Program 2.~~

3. **Term.** Paragraph II. Term is modified to change the expiration date from December 23, 2016 to August 30, 2017.

4. **Reporting.**

Modify reporting requirement 5 as follows:

"5. Annual financial reports for expenditures to date for both Program 1 and 2 using the attached forms ("Attachments C & D"), due 12/15/2016. Financial reports for expenditures to date for both Program 1 and 2 demonstrating full expenditure of TNC funds using the attached forms ("Attachments C & D"), due by 06/01/2017."

Add reporting requirement 6.:

"6. Copy of Contract amendment between Cochise County and JE Fuller Hydrology & Geomorphology, Inc. for Ephemeral Streamflow Monitoring Proposal (Program 1) to include groundwater monitoring downloads, data analysis and reporting at Riverstone and Bella Vista."

5. **Payments.** Add to Paragraph IV. Payments:

"A disbursement for the amended additional funds in the amount of \$51,075 will be made upon receipt of a copy of contract as awarded between Cochise County and selected contractor for Recharge Feasibility Study Scope of Work (Program 2).

A disbursement for the amended additional funds in the amount of \$11,500 will be made upon receipt of a Copy of Contract amendment between Cochise County and JE Fuller Hydrology & Geomorphology, Inc. for Ephemeral Streamflow Monitoring Proposal (Program 1) to include groundwater monitoring downloads, data analysis and reporting at Riverstone and Bella Vista."

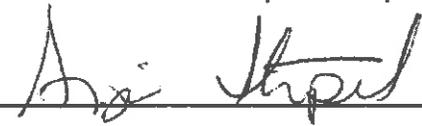
6. **Attachments.** The following are amended as Attached:

- Attachment B- Draft Scope of Work Outline, Recharge Feasibility Study;
- Attachment C- Financial Report, TNC – Cochise County AZFO-151124 Ephemeral Monit Grant; and

- Attachment D- Financial Report, TNC- Cochise County AZFO-151124 Recharge Feas Grant.

7. **Ratification of Remainder of Agreement.** Except as described in this Amendment, all other terms, conditions and stipulations of the Agreement remain unchanged and in full force and effect as first written.

The parties have entered into this Amendment on the dates as set forth below their respective signatures. The effective date of this First Amendment shall be upon the last signature below.

<p>THE NATURE CONSERVANCY, a District of Columbia nonprofit corporation</p> <p>By: <u></u></p> <p>Print Name: <u>Sonja Stupel</u></p> <p>Title: <u>Director of Operations and Finance</u></p> <p>Date: <u>8.17.2016</u></p>	<p>FOR COCHISE COUNTY</p> <p>By: <u></u></p> <p>Print Name: <u>Richard Starke</u></p> <p>Title: <u>Chairman</u></p> <p>Date: <u>8/30/16</u></p>
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