



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** January 25, 2024

RE: *Approval of the Interlocal Contract Amendment to the Agreement between the Department of Conservation and Natural Resources Nevada Division of Environmental Protection and the Southern Nevada Health District*

PETITION 21-24

That the Southern Nevada District Board of Health *approves the Amendment to the Interlocal Contract between the Southern Nevada Health District and Department of Conservation and Natural Resources Nevada Division of Environmental Protection.*

PETITIONERS:

Daniel Isler PE, REHS, Supervisor of Safe Drinking Water Program *DI*
Daniel Burns, PE, REHS, Manager of Environmental Health Engineering *DEB*
Chris Saxton, MPH-EH, REHS Director of Environmental Health *CS*
Cassius Lockett, PhD, Deputy District Health Officer-Operations *CL*
Fermin Leguen, MD, MPH, District Health Officer *FL*

DISCUSSION:

Southern Nevada Health District (SNHD) has an existing Interlocal Contract (June 13, 2023) to perform services for public water systems assigned within Clark County to assist the Nevada Division of Environmental Protection with implementation of the federal Safe Drinking Water Act. These tasks are summarized as follows:

- Conduct and document sanitary surveys within Clark County for community and non-community public water systems served by groundwater sources and selected purchased water sources.
- Utilize the Safe Drinking Water Information System (SDWIS).
- Provide oversight and assistance to ensure public water systems assigned in Clark County comply with Drinking Water Regulations.
- Assist State personnel in documenting public water systems and/or engineering noncompliance leading to formal enforcement actions, as necessary. Assistance includes the issuance of first and second notices of violation(s), removing Findings of Alleged Violations, overseeing steps taken by the water system representative to achieve compliance with State ordered actions, and participation in show cause hearings as needed.
- Assist the State in preparing reports on variance and exemption requests to be presented by State staff to the State Environmental Commission.
- Submit quarterly reports to the State within thirty days after the calendar quarter ends (January 30, April 30, July 30, and October 30).



- Coordinate with State personnel to schedule a comprehensive Drinking Water Program annual meeting.

The scope of work for the contract has not been modified by the amendment.

FUNDING:

There are no changes to the total budget amount of \$150,000 for each of FY24 and FY25. This amendment is solely to adjust the salaried Indirect Cost Rate percentage from 21% to 15.6%; thereby, revising the Indirect Cost from \$26,033 to \$20,242 for FY24 and FY25 and adjusting staff time allocations accordingly.

AMENDMENT 1

CETS #:	27389
Agency Reference #:	DEP 24-001

AMENDMENT # 1

TO INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

Between the State of Nevada
Acting By and Through Its

Public Entity #1:	Department of Conservation and Natural Resources Nevada Division of Environmental Protection Hereinafter the “State”
Address:	901 S. Stewart Street
City, State, Zip Code:	Carson City, NV 89701
Contact:	Katherine Dolan
Phone:	775-687-9555
Fax:	775-687-5699
Email:	kdolan@ndep.nv.gov

Public Entity #2:	Southern Nevada Health District Hereinafter the “Public Agency”
Address:	280 S. Decatur Blvd.
City, State, Zip Code:	Las Vegas, NV 89107-3902
Contact:	Donnie Whitaker
Phone:	702-759-0660
Fax:	
Email:	whitakerd@snhd.org

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated 06/13/2023, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. Provide a brief explanation for contract amendment.

This amendment is to modify the allocation of funds from Indirect Cost Rate to salaries due to the Indirect Cost Rate percentage allowed. The Indirect Cost Rate is changing from 21.00% to 15.6%.

B. Current Contract Language:

6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	NDEP ADDITIONAL TERMS AND CONDITIONS

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the of the State under this Contract, shall be void and unenforceable.

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C. Amended Contract Language:

6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES AMENDED 7/1/2023
ATTACHMENT B:	NDEP ADDITIONAL TERMS AND CONDITIONS

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the of the State under this Contract, shall be void and unenforceable.

2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

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Public Entity #1 Nevada Division of Environmental Date _____
Protection Authorized Signature Title

Public Entity #2 Southern Nevada Health District Date _____
Authorized Signature (Fermin Leguen, MD, MPH) Title
District Health Officer

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

Deputy Attorney General for Attorney General On: _____
Date

Approved as to form by:

General Counsel, Southern Nevada Health District Date
Heather Anderson-Fintak, Esq.

ATTACHMENT A
SCOPE OF WORK

CETS #:	27389
Agency Reference #:	DEP 24-001

**ATTACHMENT A
TO
INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES:
NEVADA DIVISION OF ENVIRONMENTAL PROTECTION AND
THE SOUTHERN NEVADA HEALTH DISTRICT**

SCOPE OF WORK

Southern Nevada Health District (SNHD), hereinafter referred to as Public Agency, agrees to provide the following services and reports to the Nevada Division of Environmental Protection, hereinafter referred to as State:

1. The Public Agency agrees to perform the following services for public water systems assigned within Clark County to assist the State with implementation of the federal Safe Drinking Water Act, for which the State is the designated primacy agency:
 - A. Conduct and document sanitary surveys for public water systems assigned within Clark County as follows:
 - 1) Conduct and document sanitary surveys annually on at least one third of the total inventory of community and non-community public water systems served by groundwater sources, selected purchased water (GWP or SWP) sources.
 - 2) Record the results of all sanitary surveys using the Safe Water Information Field Tool (SWIFT);
 - a) Mail / E-mail Sanitary Survey Report to public water systems with Significant Deficiencies within 30 days of the site visit. All other reports should be completed within 45 days of the site visit.
 - 3) Schedule with State personnel a minimum of three joint sanitary surveys annually.
 - 4) Verify the status of public water system operators for community and non-transient non-community water systems at the time of the sanitary survey; and
 - 5) Assist the State in the review and verification of public water systems' Vulnerability Assessment reports for accuracy based on information collected from Sanitary Surveys and subsequent site visits.
 - B. Utilize the Safe Drinking Water Information System (SDWIS) for the following:
 - 1) Review and update the inventory of public water systems assigned within Clark County on at least a quarterly basis.
 - 2) Coordinate with State personnel to ensure that appropriate monitoring schedules are assigned, monitoring compliance determinations are made, and decisions are documented in the SDWIS for all public water systems.
 - 3) Enter Total Coliform monitoring results and run compliance status for all public water systems for coliform, at least monthly, and
 - a) Generate Compliance reports for coliform, run compliance, and send violation letters to public water systems.
 - b) Review Results Alert Reports, produced by State staff and delivered to Public Agency staff,

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- for chemical monitoring. Coordinate any necessary monitoring schedule changes with State staff. When necessary, Public Agency will inform public water systems in writing of monitoring schedule changes or violations.
- 4) Enter sanitary survey information and associated observations into SWIFT and provide migration files for State SDWIS updates quarterly.
- C. Provide oversight and assistance to ensure public water systems assigned in Clark County comply with drinking water regulations.
- 1) Assist public water systems with, or issuance of, Boil Water Orders, timely Tier 1 Public Notices, and other Public Notices to ensure that they are appropriate and consistent with regulations and established practices.
 - 2) Work cooperatively with the State to prepare for implementation of new United States Environmental Protection Agency (USEPA) rules that have not been adopted at the state level. This may include activities such as contacting and informing public water systems of new requirements, providing data to the USEPA and assisting the USEPA with implementation of new federal rules prior to adoption by the State Environmental Commission
 - 3) Conduct and document all requirements associated with Assessments under the Revised Total Coliform Rule (RTCR), as needed, to ensure that site visit, report and subsequent follow-up activities are timely and consistent with regulations and developed procedures. State personnel will assist with training Public Agency personnel and documenting which Public Agency personnel are approved as Level 2 Assessors.
 - 4) Provide strategy to assist public water systems develop sampling plans as available.
- D. Assist State personnel in documenting public water system and/or engineering non-compliance leading to formal enforcement actions, as necessary. Assistance includes the issuance of first and second notices of violation(s), drafting Finding of Alleged Violation, overseeing steps taken by the water system to achieve compliance with State ordered actions, and participation in show cause hearing as needed.
- E. Participate in training programs, provided at no cost by the State, for the following programs:
- 1) SDWIS database and related tools such as the SWIFT sanitary survey tool.
 - 2) Sanitary Survey Training
 - 3) Backflow & Cross-Connection Training
 - 4) Lead & Copper Training
 - 5) Per- and poly-fluoroalkyl substances (PFAS)
 - 6) Vulnerability Assessment Reports Training
 - 7) Document Retention & Disposal Training
 - 8) Other EPA training opportunities as available
- F. Assist the State in preparing reports on variance and exemption requests to be presented by State staff to the State Environmental Commission.

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- G. Submit quarterly reports to the State within thirty days after the calendar quarter ends (January 30, April 30, July 30, and October 30). The quarterly report will include:
- 1) A financial report/invoice including a summary of program expenditures during the preceding quarter and fiscal year-to-date, by category.
 - 2) A summary of program activities during the preceding quarter including:
 - a) Information pertaining to all new public water systems added to the Public Agency public water system inventory.
 - b) A listing of all sanitary surveys conducted including public water system name, public water system identification number, date of the sanitary survey, date of sanitary survey report mailing/emailing, a notation as to whether or not a significant deficiency was observed, and a notation that migration files have been submitted;
 - c) A list of all significant deficiency Corrective Action Plans approved or modified.
 - d) A brief description of any actions taken as a result of Results Alert Report review.
 - e) A brief description of any water system emergencies,
 - f) The total number of and a brief description of the engineering and subdivision reviews completed of public water system water projects, including information on subdivisions that are stand-alone water systems or identification of the "parent" water system if a subdivision is connected to a larger entity;
 - g) A listing of all public water system violations, grouped by type of violation, which includes the following information:
 - 1) The name and PWS ID# of each public water system.
 - 2) The type and level of violation incurred by the public water system.
 - 3) A list of any enforcement actions, remedial follow-up visits or violations of orders occurring during the quarter
 - 4) The date and nature of the Public Agency response to violations, including where appropriate, the rationale for response.
 - 5) The date of resolution.
 - 6) Method of determining resolution; and
 - 7) Updates on actions taken during the previous quarter to address public water systems on the EPA Enforcement Targeting Tool with greater than 10 points.
- H. The Public Agency will maintain forms and applications for the Drinking Water State Revolving Fund and Grant Program, administered by the State, and will dispense information to Clark County public water systems that may be interested in these programs. To the extent resources allow, the Public Agency will participate in meetings and workshops concerning these programs.
- I. Adopt any local regulations or ordinances needed by the Public Agency to fully implement the requirements of NRS 445A.800 to 445A.955 and regulations adopted pursuant thereto. Regulations adopted by the Public Agency pursuant to this section must not conflict with regulations adopted by the State Environmental Commission.

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- J. The Public Agency will review the files currently in its possession and determine the disposition of the files in compliance with the State's records retention schedules. All files not needing to be in possession of the Public Agency will either, as appropriate, be disposed of in the appropriate manner or sent to the State for additional retention.
 - K. Coordinate with State personnel to schedule a comprehensive Drinking Water Program review at the Public Agency office when required by US Environmental Protection Agency.
2. The State will provide the Public Agency with the following:
- A. Information on any changes or additions to NRS or NAC that pertain to public water systems.
 - B. Training to Public Agency staff on federal and state laws and regulations and database systems utilized by the State, to the extent funding allows and in excess of the attached budget.
 - C. Coordinating with and assisting the Public Agency in the review and implementation of engineering standards and drinking water project regulatory requirements. Assistance is also provided in response to public water systems and public queries as they pertain to program goals, policies and regulations, and public health concerns.
 - D. Providing technical assistance to the Public Agency, as necessary, to bring public water systems into compliance with drinking water standards and engineering requirements.
 - E. Computer software, to the extent funding allows, including but not limited to, SDWIS, SWIFT.
 - F. Update emergency response contacts and phone numbers when changes occur and contact the Public Agency when necessary for emergencies at:
 - 1) SNHD Safe Drinking Water Program, 702-759-1320 during business hours (M-F), or
 - 2) SNHD Standby, 702-759-1600, on Friday – Sunday evenings and holidays.
 - G. Upon request of the Public Agency, a list of Clark County public water system certified operators.
 - H. Perform data entry into SDWIS for Public Water System water quality data that is not Total Coliform data (i.e., "Chemical Data").
3. The Public Agency and State agree to meet at least twice each year during the term of this agreement to review their respective programs and discuss any changes needed to improve coordination between the programs.
4. The State will endeavor to identify and pursue additional funding opportunities to increase the contract amount. When such funding is secured, the State agrees to process a contract amendment for current and/or future fiscal years.

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July 1 - June 30

YEAR 1

YEAR 2

NDEP

NDEP

Total

Total

Personnel						
Environmental Health Specialist II (80%)	Nathan Diaz					
FY24 Salary	\$91,340.00	82.42%		\$75,282.00		
FY25 Salary	\$93,624.00	79.60%				\$74,529.00
Administrative Assistant (16%)						
	Nami Kremer					
FY24 Salary	\$58,290.00	16%		\$9,326.00		
FY25 Salary	\$61,500.00	16%				\$9,840.00
Environmental Health Supervisor (5%)						
	Daniel Isler					
FY24 Salary	\$95,791.00	5%		\$4,790.00		
FY25 Salary	\$100,581.00	5%				\$5,029.00
TOTAL SALARIES					\$89,398.00	\$89,398.00
FRINGE BENEFITS						
FY24 Salary	\$89,398.00	44.375%		\$39,670.00		
FY25 Salary	\$89,398.00	44.375%				\$39,670.00
TOTAL PERSONNEL					\$129,068.00	\$129,068.00
Equipment and Supplies						
Postage and Office supplies				\$100.00		\$100.00
Travel						
Personal Vehicle Mileage	\$900.00	0.655		\$590.00		\$590.00
TOTAL DIRECT EXPENSES					\$129,758.00	\$129,758.00
Indirect Cost Rate						
FY 24 Indirect Cost (15.6%)	\$129,758.00	15.60%		\$20,242.00		
FY 25 Indirect Cost (15.6%)	\$129,758.00	15.60%				\$20,242.00
TOTAL BUDGET					\$150,000.00	\$150,000.00

ATTACHMENT B
NDEP

Additional Terms and Conditions

ATTACHMENT B
NDEP ADDITIONAL AGENCY TERMS & CONDITIONS
SUBGRANT CONTROL #DEP 24-001

1. The Nevada Division of Environmental Protection (NDEP) shall pay no more compensation than the federal Executive Schedule Level 4 daily rate (exclusive of overhead) for individual consultants retained by the Subgrantee or by the Subgrantee's contractors or subcontractors. This limitation as defined in 2 CFR § 1500.10 applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. The current Level 4 rate is **\$92.26** per hour.

2. ***NDEP shall only reimburse the Subgrantee for actual cash disbursed.*** Invoices may be provided via email or facsimile and must be received by NDEP no later than forty (40) calendar days after the end of a month or quarter except:

- at the end of the fiscal year of the State of Nevada (June 30th), at which time invoices must be received by the first Friday in August of the same calendar year;
- at the expiration date of the grant, or the effective date of the revocation of the Subgrant, at which times original invoices must be received by NDEP no later than thirty-five (35) calendar days after this date.

Failure of the Subgrantee to submit billings according to the prescribed timeframes authorizes NDEP, in its sole discretion, to collect or withhold a penalty of ten percent (10%) of the amount being requested for each week or portion of a week that the billing is late. The Subgrantee shall provide with each invoice a detailed fiscal summary that includes the approved Subgrant budget, expenditures for the current period, cumulative expenditures to date, and balance remaining for each budget category. If match is required pursuant to paragraph 3 below, a similar fiscal summary of match expenditures must accompany each invoice. The Subgrantee shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Subgrant amount.

3. The Subgrantee shall, as part of its approved scope of work and budget under this Subgrant, provide third party match funds of not less than: **\$N/A**. If match funds are required, the Subgrantee shall comply with additional record-keeping requirements as specified in 2 CFR 200.333 and the Third-party Match Record-Keeping Requirements attachment, which is attached hereto and by this reference is incorporated herein and made part of this Subgrant.

4. Unless otherwise provided in Scope of work attachment, the Subgrantee shall submit quarterly reports or other deliverables within ten (10) calendar days after the end of each quarter.

5. All payments under this Subgrant are contingent upon the receipt by NDEP of sufficient funds, necessary to carry out the purposes of this Subgrant, from either the Nevada Legislature or an agency of the United States. NDEP shall determine if it has received the specific funding necessary for this Subgrant. If funds are not received from either source for the specific purposes of this Subgrant, NDEP is under no obligation to supply funding for this Subgrant. The receipt of sufficient funds as determined by NDEP is a condition precedent to NDEP's obligation to make payments under this Subgrant. Nothing in this Subgrant shall be construed to provide the Subgrantee with a right of payment over any other entity. If any payments that are otherwise due to the Subgrantee under this Subgrant are deferred because of the unavailability of sufficient funds, such payments will promptly be made to the Subgrantee if sufficient funds later become available.

6. Notwithstanding the terms of paragraph 5, at the sole discretion of NDEP, payments will not be made by NDEP unless all required reports or deliverables have been submitted to and approved by NDEP within the schedule stated in Attachment A.

7. Any funds obligated by NDEP under this Subgrant that are not expended by the Subgrantee shall automatically revert back to NDEP upon the completion, termination or cancellation of this Subgrant. NDEP shall not have any obligation to re-award or to provide, in any manner, such unexpended funds to the Subgrantee. The Subgrantee shall have no claim of any sort to such unexpended funds.

8. The Subgrantee shall ensure, to the fullest extent possible, that at least the “fair share” percentages as stated below for prime contracts for construction, services, supplies or equipment are made available to organizations owned or controlled by socially and economically disadvantaged individuals (Minority Business Enterprise (MBE) or Small Business Enterprise (SBE)), women (Women Business Enterprise (WBE)) and historically black colleges and universities.

	MBE/SBE	WBE
Construction	2%	2%
Services	1%	2%
Supplies	1%	1%
Equipment	1%	1%

The Subgrantee agrees and is required to utilize the following seven affirmative steps:

- a. Include in its bid documents applicable “fair share” percentages as stated above and require all of its prime contractors to include in their bid documents for subcontracts the “fair share” percentages;
- b. Include qualified Small Business Enterprises (SBEs) Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) on solicitation lists;
- c. Assure that SBEs, MBEs, and WBEs are solicited whenever they are potential sources;
- d. Divide total requirements, when economically feasible, into small tasks or quantities to e. permit maximum participation of SBEs, MBEs, and WBEs;
- e. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by SBEs, MBEs, and WBEs;
- f. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of commerce as appropriate; and
- g. If a subcontractor awards contracts/procurements, require the subcontractor to take the affirmative steps in subparagraphs a. through e. of this condition.

9. The Subgrantee shall complete and submit to NDEP a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 5700-52A) within fifteen (15) calendar days after the end of each federal fiscal year (September 30th) for each year this Subgrant is in effect and within fifteen (15) calendar days after the termination date of this Subgrant.

10. The books, records, documents and accounting procedures and practices of the Subgrantee or any subcontractor relevant to this Subgrant shall be subject to inspection, examination and audit by the State of Nevada, the Division of Environmental Protection, the Attorney General of Nevada, the Nevada State Legislative Auditor, the federal or other funding agency, the Comptroller General of the United States or any authorized representative of those entities.

11. All books, reports, studies, photographs, negatives, annual reports or other documents, data, materials or drawings prepared by or supplied to the Subgrantee in the performance of its obligations under this Subgrant shall be the joint property of both parties. Such items must be retained by the Subgrantee for a minimum of three years from the date of final payment by NDEP to the Subgrantee, and all other pending matters are closed. If requested by NDEP at any time within the retention period, any such materials shall be remitted and delivered by the Subgrantee, at the Subgrantee’s expense, to NDEP. NDEP does not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, report or product of any kind that the Subgrantee may disclose or use for purposes other than the performance of the Subgrantee’s obligations under this Subgrant. For any work outside the obligations of this Subgrant, the Subgrantee must include a disclaimer that the information, report or products are the views and opinions of the Subgrantee and do not necessarily state or reflect those of NDEP nor bind NDEP.

12. Unless otherwise provided in the Scope of Work or Workplan Attachment A, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with funds provided under this Subgrant, the Subgrantee shall clearly state that funding for the project or program was provided by the Nevada Division of Environmental Protection and, if

applicable, the U.S. Environmental Protection Agency. The Subgrantee will insure that NDEP is given credit in all official publications relative to this specific project and that the content of such publications will be coordinated with NDEP prior to being published.

13. Unless otherwise provided in the Scope of Work or Workplan Attachment A, all property purchased with funds provided pursuant to this Subgrant is the property of NDEP and shall, if NDEP elects within four (4) years after the completion, termination or cancellation of this Subgrant or after the conclusion of the use of the property for the purposes of this Subgrant during its term, be returned to NDEP at the Subgrantee's expense.

Such property includes but is not limited to vehicles, computers, software, modems, calculators, radios, and analytical and safety equipment. The Subgrantee shall use all purchased property in accordance with local, state and federal law, and shall use the property only for Subgrant purposes unless otherwise agreed to in writing by NDEP.

For any unauthorized use of such property by the Subgrantee, NDEP may elect to terminate the Sub-grant and to have the property immediately returned to NDEP by the Sub-grantee at the Sub-grantee's expense. To the extent authorized by law, the Sub-grantee shall indemnify and save and hold the State of Nevada and NDEP harmless from any and all claims, causes of action or liability arising from any use or custody of the property by the Sub-grantee or the Sub-grantee's agents or employees or any subcontractor or their agents or employees.

For any project involving new or replacement equipment acquired, in whole or in part, using federal funding sources under a subgrant, the Subgrantee is subject to the terms and conditions set forth in 41 CFR § 105-71.132, which contains provisions that govern the title, use, and disposal of the equipment. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

14. The Sub-grantee shall use recycled paper for all reports that are prepared as part of this Sub-grant and delivered to NDEP. This requirement does not apply to standard forms.

15. The Sub-grantee, to the extent provided by Nevada law, shall indemnify and save and hold the State of Nevada, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Sub-grant by the Sub-grantee or the Sub-grantee's agents or employees or any subcontractor or their agents or employees. NDEP, to the extent provided by Nevada law, shall indemnify and save and hold the Sub-grantee, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Sub-grant by NDEP or NDEP's agents or employees.

16. The Sub-grantee and its subcontractors shall obtain any necessary permission needed, before entering private or public property, to conduct activities related to the work plan (Attachment A). The property owner will be informed of the program, the type of data to be gathered, and the reason for the requested access to the property.

17. This Sub-grant shall be construed and interpreted according to the laws of the State of Nevada and conditions established in OMB Uniform Guidance. Nothing in this Sub-grant shall be construed as a waiver of sovereign immunity by the State of Nevada. Any action brought to enforce this Sub-grant shall be brought in the First Judicial District Court of the State of Nevada. The Sub-grantee and any of its subcontractors shall comply with all applicable local, state and federal laws in carrying out the obligations of this Sub-grant, including all federal and state accounting procedures and requirements established in OMB Uniform Guidance. The Sub-grantee and any of its subcontractors shall also comply with the following:

- a. 40 CFR Part 7 - Nondiscrimination In Programs Receiving Federal Assistance From EPA
- b. 40 CFR Part 29 - Intergovernmental Review of EPA Programs and Activities.
- c. 29 CFR Part 97 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State and Local Governments;

- d. 40 CFR Part 32 – Government-wide Debarment And Suspension (Non-procurement) And Government-wide Requirements For Drug-Free Workplace (Grants);
- e. 40 CFR Part 34 - Lobbying Activities;
- f. 40 CFR Part 35, Subpart O - Cooperative Agreements And Superfund State Contracts For Superfund Response Actions (Superfund Only); and
- g. The Hotel and Motel Fire Safety Act of 1990.

18. The Sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Sub-grant without the prior written consent of NDEP.

EXHIBIT A

ORIGINAL CONTRACT

CETS #:	27389
Agency Reference #:	DEP 24-001

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Department of Conservation and Natural Resources, Nevada Division of Environmental Protection Hereinafter the "State"
Address:	901 S. Stewart Street
City, State, Zip Code:	Carson City, NV 89701-5429
Contact:	Stephanie Simpson
Phone:	775-687-9312
Fax:	775-687-5658
Email:	s.simpson@ndep.nv.gov

Public Entity #2:	Southern Nevada Health District Hereinafter the "Public Agency"
Address:	280 S. Decatur Blvd.
City, State, Zip Code:	Las Vegas, NV 89107-3902
Contact:	Donnie Whitaker
Phone:	702-759-0660
Fax:	
Email:	whitakerd@snhd.org

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

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Agency Reference #:	DEP 24-001

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	July 1, 2023	To:	June 30, 2025
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	NDEP ADDITIONAL TERMS AND CONDITIONS

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

\$150,000.00	per	Year
---------------------	-----	-------------

Total Contract or installments payable at:	Monthly as invoiced by Public Agency
--	---

Total Contract Not to Exceed:	\$300,000.00
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. **INSPECTION & AUDIT**

A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

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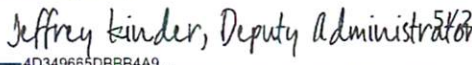
- B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

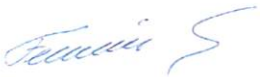
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18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

DocuSigned by:
 5/2/2023 | 10:35 AM PDT
 Administrator
 Public Entity #1 Nevada Division of Environmental Protection Authorized Signature Date Title

By:  5/1/2023
 District Health Officer
 Public Entity #2 Southern Nevada Health District Authorized Signature Date Title



Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: JUN 13 2023
 Date

Approved as to form by:

DocuSigned by:

 Deputy Attorney General for Attorney General

On: 5/3/2023 | 3:46 PM PDT
 Date

Approved as to form by:



General Counsel, Southern Nevada Health District

Attachment A
Scope of Work

CETS #:	27389
Agency Reference #:	DEP 24-001

**ATTACHMENT A
TO
INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES:
NEVADA DIVISION OF ENVIRONMENTAL PROTECTION AND
THE SOUTHERN NEVADA HEALTH DISTRICT**

SCOPE OF WORK

Southern Nevada Health District (SNHD), hereinafter referred to as Public Agency, agrees to provide the following services and reports to the Nevada Division of Environmental Protection, hereinafter referred to as State:

1. The Public Agency agrees to perform the following services for public water systems assigned within Clark County to assist the State with implementation of the federal Safe Drinking Water Act, for which the State is the designated primacy agency:
 - A. Conduct and document sanitary surveys for public water systems assigned within Clark County as follows:
 - 1) Conduct and document sanitary surveys annually on at least one third of the total inventory of community and non-community public water systems served by groundwater sources, selected purchased water (GWP or SWP) sources.
 - 2) Record the results of all sanitary surveys using the Safe Water Information Field Tool (SWIFT);
 - a) Mail / E-mail Sanitary Survey Report to public water systems with Significant Deficiencies within 30 days of the site visit. All other reports should be completed within 45 days of the site visit.
 - 3) Schedule with State personnel a minimum of three joint sanitary surveys annually.
 - 4) Verify the status of public water system operators for community and non-transient non-community water systems at the time of the sanitary survey; and
 - 5) Assist the State in the review and verification of public water systems' Vulnerability Assessment reports for accuracy based on information collected from Sanitary Surveys and subsequent site visits.
 - B. Utilize the Safe Drinking Water Information System (SDWIS) for the following:
 - 1) Review and update the inventory of public water systems assigned within Clark County on at least a quarterly basis.
 - 2) Coordinate with State personnel to ensure that appropriate monitoring schedules are assigned, monitoring compliance determinations are made, and decisions are documented in the SDWIS for all public water systems.
 - 3) Enter Total Coliform monitoring results and run compliance status for all public water systems for coliform, at least monthly, and
 - a) Generate Compliance reports for coliform, run compliance, and send violation letters to public water systems.
 - b) Review Results Alert Reports, produced by State staff and delivered to Public Agency staff,

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for chemical monitoring. Coordinate any necessary monitoring schedule changes with State staff. When necessary, Public Agency will inform public water systems in writing of monitoring schedule changes or violations.

- 4) Enter sanitary survey information and associated observations into SWIFT and provide migration files for State SDWIS updates quarterly.
- C. Provide oversight and assistance to ensure public water systems assigned in Clark County comply with drinking water regulations.
- 1) Assist public water systems with, or issuance of, Boil Water Orders, timely Tier 1 Public Notices, and other Public Notices to ensure that they are appropriate and consistent with regulations and established practices.
 - 2) Work cooperatively with the State to prepare for implementation of new United States Environmental Protection Agency (USEPA) rules that have not been adopted at the state level. This may include activities such as contacting and informing public water systems of new requirements, providing data to the USEPA and assisting the USEPA with implementation of new federal rules prior to adoption by the State Environmental Commission
 - 3) Conduct and document all requirements associated with Assessments under the Revised Total Coliform Rule (RTCR), as needed, to ensure that site visit, report and subsequent follow-up activities are timely and consistent with regulations and developed procedures. State personnel will assist with training Public Agency personnel and documenting which Public Agency personnel are approved as Level 2 Assessors.
 - 4) Provide strategy to assist public water systems develop sampling plans as available.
- D. Assist State personnel in documenting public water system and/or engineering non-compliance leading to formal enforcement actions, as necessary. Assistance includes the issuance of first and second notices of violation(s), drafting Finding of Alleged Violation, overseeing steps taken by the water system to achieve compliance with State ordered actions, and participation in show cause hearing as needed.
- E. Participate in training programs, provided at no cost by the State, for the following programs:
- 1) SDWIS database and related tools such as the SWIFT sanitary survey tool.
 - 2) Sanitary Survey Training
 - 3) Backflow & Cross-Connection Training
 - 4) Lead & Copper Training
 - 5) Per- and poly-fluoroalkyl substances (PFAS)
 - 6) Vulnerability Assessment Reports Training
 - 7) Document Retention & Disposal Training
 - 8) Other EPA training opportunities as available
- F. Assist the State in preparing reports on variance and exemption requests to be presented by State staff to the State Environmental Commission.

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- G. Submit quarterly reports to the State within thirty days after the calendar quarter ends (January 30, April 30, July 30, and October 30). The quarterly report will include:
- 1) A financial report/invoice including a summary of program expenditures during the preceding quarter and fiscal year-to-date, by category.
 - 2) A summary of program activities during the preceding quarter including:
 - a) Information pertaining to all new public water systems added to the Public Agency public water system inventory.
 - b) A listing of all sanitary surveys conducted including public water system name, public water system identification number, date of the sanitary survey, date of sanitary survey report mailing/emailing, a notation as to whether or not a significant deficiency was observed, and a notation that migration files have been submitted;
 - c) A list of all significant deficiency Corrective Action Plans approved or modified.
 - d) A brief description of any actions taken as a result of Results Alert Report review.
 - e) A brief description of any water system emergencies,
 - f) The total number of and a brief description of the engineering and subdivision reviews completed of public water system water projects, including information on subdivisions that are stand-alone water systems or identification of the "parent" water system if a subdivision is connected to a larger entity;
 - g) A listing of all public water system violations, grouped by type of violation, which includes the following information:
 - 1) The name and PWS ID# of each public water system.
 - 2) The type and level of violation incurred by the public water system.
 - 3) A list of any enforcement actions, remedial follow-up visits or violations of orders occurring during the quarter
 - 4) The date and nature of the Public Agency response to violations, including where appropriate, the rationale for response.
 - 5) The date of resolution.
 - 6) Method of determining resolution; and
 - 7) Updates on actions taken during the previous quarter to address public water systems on the EPA Enforcement Targeting Tool with greater than 10 points.
- H. The Public Agency will maintain forms and applications for the Drinking Water State Revolving Fund and Grant Program, administered by the State, and will dispense information to Clark County public water systems that may be interested in these programs. To the extent resources allow, the Public Agency will participate in meetings and workshops concerning these programs.
- I. Adopt any local regulations or ordinances needed by the Public Agency to fully implement the requirements of NRS 445A.800 to 445A.955 and regulations adopted pursuant thereto. Regulations adopted by the Public Agency pursuant to this section must not conflict with regulations adopted by the State Environmental Commission.

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- J. The Public Agency will review the files currently in its possession and determine the disposition of the files in compliance with the State's records retention schedules. All files not needing to be in possession of the Public Agency will either, as appropriate, be disposed of in the appropriate manner or sent to the State for additional retention.
 - K. Coordinate with State personnel to schedule a comprehensive Drinking Water Program review at the Public Agency office when required by US Environmental Protection Agency.
2. The State will provide the Public Agency with the following:
 - A. Information on any changes or additions to NRS or NAC that pertain to public water systems.
 - B. Training to Public Agency staff on federal and state laws and regulations and database systems utilized by the State, to the extent funding allows and in excess of the attached budget.
 - C. Coordinating with and assisting the Public Agency in the review and implementation of engineering standards and drinking water project regulatory requirements. Assistance is also provided in response to public water systems and public queries as they pertain to program goals, policies and regulations, and public health concerns.
 - D. Providing technical assistance to the Public Agency, as necessary, to bring public water systems into compliance with drinking water standards and engineering requirements.
 - E. Computer software, to the extent funding allows, including but not limited to, SDWIS, SWIFT.
 - F. Update emergency response contacts and phone numbers when changes occur and contact the Public Agency when necessary for emergencies at:
 - 1) SNHD Safe Drinking Water Program, 702-759-1320 during business hours (M-F), or
 - 2) SNHD Standby, 702-759-1600, on Friday – Sunday evenings and holidays.
 - G. Upon request of the Public Agency, a list of Clark County public water system certified operators.
 - H. Perform data entry into SDWIS for Public Water System water quality data that is not Total Coliform data (i.e., "Chemical Data").
 3. The Public Agency and State agree to meet at least twice each year during the term of this agreement to review their respective programs and discuss any changes needed to improve coordination between the programs.
 4. The State will endeavor to identify and pursue additional funding opportunities to increase the contract amount. When such funding is secured, the State agrees to process a contract amendment for current and/or future fiscal years.

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5. The Public Agency agrees to adhere to the following budget:

	July 1 - June 30		YEAR 1	YEAR 2
			NDEP	NDEP
			Total	Total
Personnel				
Environmental Health Specialist II (100%) Nathan Diaz				
FY24 Salary	\$89,531.00	82%	\$73,791.00	
FY25 Salary	\$92,217.00	80%		\$73,409.00
Sr. Administrative Assistant (10%) Mallory Jett-Edwards				
FY24 Salary	\$69,371.00	10%	\$6,937.00	
FY25 Salary	\$71,452.00	10%		\$7,145.00
Environmental Health Supervisor (5%) Robert Fyda				
FY24 Salary	\$115,647.00	5%	\$5,782.00	
FY25 Salary	\$119,116.00	5%		\$5,956.00
TOTAL SALARIES			\$86,510.00	\$86,510.00
FRINGE BENEFITS				
FY24 Salary	\$86,510.00	42.50%	\$36,767.00	
FY25 Salary	\$86,510.00	42.50%		\$36,767.00
TOTAL PERSONNEL			\$123,277.00	\$123,277.00
Equipment and Supplies				
Postage and Office supplies			\$100.00	\$100.00
Travel				
Personal Vehicle Mileage	\$900.00	0.655	\$590.00	\$590.00
TOTAL DIRECT EXPENSES			\$123,967.00	\$123,967.00
Indirect Cost Rate				
21 NDEP Allowable FY24	\$123,967.00	21.00%	\$26,033.00	
21 NDEP Allowable FY25	\$123,967.00	21.00%		\$26,033.00
TOTAL BUDGET			\$150,000.00	\$150,000.00

Attachment B

NDEP

Additional Terms and Conditions

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ATTACHMENT B TO

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES: NEVADA DIVISION OF ENVIRONMENTAL PROTECTION AND THE SOUTHERN NEVADA HEALTH DISTRICT

NDEP ADDITIONAL TERMS AND CONDITIONS

- For contracts utilizing federal funds, the Nevada Division of Environmental Protection (NDEP) shall pay no more compensation per individual (including any subcontractors) than the federal Executive Schedule Level 4 daily rate (exclusive of overhead). This limitation as defined in 2 CFR § 1500.10 applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. The current Level 4 rate is **\$88.22** per hour.
- NDEP shall only reimburse the Contractor for actual cash disbursed.*** Invoices may be provided via email or facsimile and must be received by NDEP no later than forty (40) calendar days after the end of a month or quarter except:
 - at the end of the fiscal year of the State of Nevada (June 30th), at which time invoices must be received by the first Friday in August of the same calendar year;
 - at the expiration date of the grant, or the effective date of the revocation of the contract, at which times original invoices must be received by NDEP no later than thirty-five (35) calendar days after this date.

Failure of the Contractor to submit billings according to the prescribed timeframes authorizes NDEP, in its sole discretion, to collect or withhold a penalty of ten percent (10%) of the amount being requested for each week or portion of a week that the billing is late. The Contractor shall provide with each invoice a detailed fiscal summary that includes the approved contract budget, expenditures for the current period, cumulative expenditures to date, and balance remaining for each budget category. If match is required pursuant to paragraph 3 below, a similar fiscal summary of match expenditures must accompany each invoice. The Contractor shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Contract amount.

- If match is required, the Contractor shall, as part of its approved Scope of Work or Workplan and budget under this Contract, provide third party match funds of not less than: **\$ N/A**. If match funds are required, the Contractor shall comply with additional record-keeping requirements as specified in 48 CFR 31.2 (which, if applicable, is attached hereto and by this reference is incorporated herein and made part of this contract).
- Unless otherwise provided in the Scope of Work or Workplan, the Contractor shall submit quarterly reports or other deliverables within ten (10) calendar days after the end of each quarter.
- At the sole discretion of NDEP, payments will not be made by NDEP unless all required reports or deliverables have been submitted to and approved by NDEP within the Scope of Work /Workplan agreed to.
- Any funds obligated by NDEP under this Contract that are not expended by the Contractor shall automatically revert back to NDEP upon the completion, termination or cancellation of this Contract.

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NDEP shall not have any obligation to re-award or to provide, in any manner, such unexpended funds to the Contractor. The Contractor shall have no claim of any sort to such unexpended funds.

7. For contracts utilizing federal funds, the Contractor shall ensure, to the fullest extent possible, that at least the “fair share” percentages as stated below for prime contracts for construction, services, supplies or equipment are made available to Disadvantaged Business Enterprise (DBE) organizations owned or controlled by Minority Business Enterprise (MBE) or (Women Business Enterprise (WBE).

	MBE	WBE
Construction	2%	2%
Services	1%	2%
Supplies	1%	1%
Equipment	1%	1%

The Contractor agrees and is required to utilize the following seven affirmative steps:

- a. Include in its bid documents applicable “fair share” percentages as stated above and require all of its prime contractors to include in their bid documents for subcontracts the “fair share” percentages;
 - b. Include qualified MBEs and WBEs on solicitation lists;
 - c. Assure that MBEs, and WBEs are solicited whenever they are potential sources;
 - d. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of MBEs, and WBEs;
 - e. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by MBEs, and WBEs;
 - f. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of commerce as appropriate; and
 - g. If a subcontractor awards contracts/procurements, require the subcontractor to take the affirmative steps in subparagraphs a. through e. of this condition.
8. The Contractor shall complete and submit to NDEP a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (EPA Form 5700-52A) within fifteen (15) calendar days after the end of each federal fiscal year (September 30th) for each year this Contract is in effect and within fifteen (15) calendar days after the termination date of this Contract.
9. Unless otherwise provided in the Scope of Work or Workplan Attachment A, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with funds provided under this Contract, the Contractor shall clearly state that funding for the project or program was provided by the Nevada Division of Environmental Protection and, if applicable, the U.S. Environmental Protection Agency. The Contractor will ensure that NDEP is given credit in all approved official publications relative to this specific project and that the content of such publications will be coordinated with NDEP prior to being published.
10. Unless otherwise provided in the Scope of Work or Workplan Attachment A, all property purchased with funds provided pursuant to this Contract is the property of NDEP and shall, if NDEP elects within four (4) years after the completion, termination or cancellation of this Contract or after the conclusion of the use of the property for the purposes of this Contract during its term, be returned to NDEP at the Contractor’s expense.

Such property includes but is not limited to vehicles, computers, software, modems, calculators, radios, and analytical and safety equipment. The Contractor shall use all purchased property in accordance with

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local, state and federal law, and shall use the property only for Contract purposes unless otherwise agreed to in writing by NDEP.

For any unauthorized use of such property by the Contractor, NDEP may elect to terminate the Contract and to have the property immediately returned to NDEP by the Contractor at the Contractor's expense. To the extent authorized by law, the Contractor shall indemnify and save and hold the State of Nevada and NDEP harmless from any and all claims, causes of action or liability arising from any use or custody of the property by the Contractor or the Contractor's agents or employees or any subcontractor or their agents or employees.

For any project involving new or replacement equipment acquired, in whole or in part, using federal funding sources under a subgrant, the Subgrantee is subject to the terms and conditions set forth in 41 CFR § 105-71.132, which contains provisions that govern the title, use, and disposal of the equipment. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

11. The Contractor shall use recycled paper for all reports that are prepared as part of this Contract and delivered to NDEP. This requirement does not apply to standard forms.
12. The Contractor and any subcontractors shall obtain any necessary permission needed, before entering private or public property, to conduct activities related to the Scope of Work or Workplan. The property owner will be informed of the program, the type of data to be gathered, and the reason for the requested access to the property.
13. Nothing in this Contract shall be construed as a waiver of sovereign immunity by the State of Nevada. Any action brought to enforce this contract shall be brought in the First Judicial District Court of the State of Nevada. The Contractor and any of its subcontractors shall comply with all applicable local, state and federal laws in carrying out the obligations of this Contract, including all federal and state accounting procedures and requirements established in 2 CFR 1500 EPA Uniform Administrative Requirements, Cost Principles, and audit requirements for federal awards. The Contractor and any of its subcontractors shall also comply with the following:
 - a. 40 CFR Part 7 - Nondiscrimination in Programs Receiving Federal Assistance From EPA
 - b. 40 CFR Part 29 - Intergovernmental Review of EPA Programs and Activities.
 - c. 2 CFR 1500 – EPA Uniform Administrative Requirements for Grants and Cooperative Agreements To State and Local Governments;
 - d. 40 CFR Part 32 – Government-wide Debarment and Suspension (Non-procurement) And Government-wide Requirements for Drug-Free Workplace (Grants);
 - e. 40 CFR Part 34 - Lobbying Activities;
 - f. 40 CFR Part 35, Subpart O - Cooperative Agreements and Superfund State Contracts For Superfund Response Actions (Superfund Only); and
 - g. The Hotel and Motel Fire Safety Act of 1990.