



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** March 25, 2021

**RE:** *Approval of Intrastate Interlocal Contract between the State of Nevada, Department of Conservation and Natural Resources, and the Southern Nevada Health District*

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**PETITION # 35-21**

**That the Southern Nevada District Board of Health** *approves the Intrastate Interlocal Contract between Public Agencies, a Contract between the State of Nevada, Department of Conservation and Natural Resources, and the Southern Nevada Health District.*

**PETITIONERS:**

**Fermin Leguen, MD, MPH, District Health Officer** *FL*  
**Chris Saxton, MPH-EH, REHS, Director of Environmental Health** *CS*  
**Herbert Luis Sequera, REHS, Manager of Environmental Health** *HL*  
**Brian Northam, REHS, Environmental Health Supervisor** *BN*

**DISCUSSION:**

The underground storage tank program addresses the compliance issues associated with all underground storage tanks in Clark County, Nevada. The State of Nevada Department of Conservation and Natural Resources, specifically the Nevada Division of Environmental Protection (NDEP), is the state agency approved by the Environmental Protection Agency (EPA) to carry out the enforcement of federal regulations regarding underground storage tank facilities. NDEP is seeking continued Southern Nevada Health District (SNHD) participation in the underground storage tank compliance inspection program. SNHD responsibility consists of conducting EPA compliance inspections of all existing underground storage tank systems (approximately 820 facilities) for compliance with EPA regulations governing leak detection, spill and overfill monitoring, system testing, corrosion protection, and financial responsibility requirements for the entire system.

SNHD issues annual operating permits and permits for installation of new systems, repairs of existing systems, and removal of current systems. SNHD staff review plans and provide oversight during the construction of new or replaced underground storage tanks to ensure that all required features are included in the construction. SNHD provides oversight during the underground storage tank removal process and the initial site characterization. Sites that require remediation are referred to NDEP for oversight. Projects and systems requiring formal enforcement actions are also referred to NDEP. Public outreach programs designed to help locate previously unreported tanks and to remind owners/operators of their responsibilities continues as an important feature of the SNHD's contractual obligations.

### **FUNDING:**

NDEP will provide \$850,000 (\$212,500 per fiscal year) of EPA grant funds to SNHD for the period July 1, 2021 through June 30, 2025. No allowance has been made for cost increases resulting from inflation.

|                     |        |
|---------------------|--------|
| CETS #:             | 23974  |
| Agency Reference #: | 22-002 |

## INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

|                        |                                                                                  |
|------------------------|----------------------------------------------------------------------------------|
| Public Entity #1:      | <b>Nevada Division of Environmental Protection, Bureau of Corrective Actions</b> |
| Address:               | <b>901 S. Stewart St., Suite 4001</b>                                            |
| City, State, Zip Code: | <b>Carson City, NV 89701</b>                                                     |
| Contact:               | <b>Kim Valdez, Management Analyst II, Contract Manager</b>                       |
| Phone:                 | <b>775-687-9370</b>                                                              |
| Fax:                   | <b>775-687-8336</b>                                                              |
| Email:                 | <b>kvaldez@ndep.nv.gov</b>                                                       |

|                        |                                                  |
|------------------------|--------------------------------------------------|
| Public Entity #2:      | <b>Southern Nevada Health District</b>           |
| Address:               | <b>PO Box 3902, 280 S. Decatur Blvd.</b>         |
| City, State, Zip Code: | <b>Las Vegas, NV 89107</b>                       |
| Contact:               | <b>Contract Administration, Legal Department</b> |
| Phone:                 | <b>702-759-1000</b>                              |
| Fax:                   | <b>702-759-1412</b>                              |
| Email:                 | <b>contracts@snhd.org</b>                        |

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 <sup>st</sup> and ending June 30 <sup>th</sup> 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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| <b>CETS #:</b>             | <b>23974</b>  |
| <b>Agency Reference #:</b> | <b>22-002</b> |

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, 2021 | To: | June 30, 2025 |
|-----------------|--------------|-----|---------------|

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, Deliverables, Budget    |
| ATTACHMENT B: | Agency Additional Terms and Conditions |

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations 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:

|           |     |             |
|-----------|-----|-------------|
| \$212,500 | per | Fiscal Year |
|-----------|-----|-------------|

|                                            |                                                    |
|--------------------------------------------|----------------------------------------------------|
| Total Contract or installments payable at: | Monthly, with a \$50,000 per month maximum request |
|--------------------------------------------|----------------------------------------------------|

|                               |           |
|-------------------------------|-----------|
| Total Contract Not to Exceed: | \$850,000 |
|-------------------------------|-----------|

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>CETS #:</b>             | <b>23974</b>  |
| <b>Agency Reference #:</b> | <b>22-002</b> |

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.
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.

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| <b>Agency Reference #:</b> | <b>22-002</b> |

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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| <b>CETS #:</b>             | <b>23974</b>  |
| <b>Agency Reference #:</b> | <b>22-002</b> |

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

\_\_\_\_\_  
 Fermin Leguen, MD, MPH, District Health Officer      Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Greg Lovato, NDEP Administrator      Date

\_\_\_\_\_  
 Administrator, NDEP  
 Title

APPROVED BY BOARD OF EXAMINERS

\_\_\_\_\_  
 Signature – Board of Examiners

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

Approved as to form by:

\_\_\_\_\_  
 Deputy Attorney General for Attorney General

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

\_\_\_\_\_  
 Heather Anderson-Fintak, Esq.  
 Associate General Counsel, Southern Nevada Health District

On: 3/4/2021  
 Date

**ATTACHMENT A**  
**Program Objectives, Scope of Work, and Budget**  
**Underground Storage Tank Inspection**  
**And**  
**Release Determination**

**SFY 22-25 July 1, 2021 - June 30, 2025**  
**Contract # DEP 22-002**

**1. Program Implementation**

As part of the State Program, Southern Nevada Health District (SNHD) will continue activities relative to the time frames and definitions of the Underground Storage Tank (UST) Program requirements as delineated in the Federal Register 40 CFR Part 280, §§ 280.10 through 280.112; NRS 459.800 to 459.856; and NAC 459.9921 to 459.999, inclusive. SNHD will work within the Nevada Division of Environmental Protection (NDEP) guidance and oversight. Any variation from the regulations, guidance, or oversight requires written concurrence from the NDEP. It is recognized that guidance or directive from the U.S. EPA, that may modify the reporting requirements or definitions reported herein, shall be incorporated into this Scope of Work and made a part.

Objectives of the Nevada UST program are:

- A.** Ensure consistent application and enforcement of State and Federal UST Regulations.
- B.** Improve compliance with the regulations through increased in-field interaction and education of owners, operators, and managers of UST facilities.
- C.** Conduct consistent inspections at each facility through a prioritization system that ensures each facility is inspected at least once every 24 months. An alternative inspection schedule can be proposed to NDEP for approval.
- D.** Provide accurate and timely information to the NDEP to enable timely updates to the State UST database.
- E.** Compile accurate and consistent compliance data as required by the US EPA.
- F.** All reports are due within five days following the end of each month.

**SNHD will perform items 2 through 6 as follows:**

**2. UST Notification**

- A.** Inform UST owner/operators of their responsibility to use EPA Form 7530-1 for new, upgraded, or closed UST systems and to submit that information electronically through the NDEP Petroleum Fund Database. SNHD to review the information submitted by the owner/operator after the database routes the form to SNHD via email to ensure the 7530-1 forms are accurate and complete.

Report monthly and by electronic means:

- i.** Report the number of verification emails from the NDEP Petroleum Fund Database and identify if they are accurate and complete.
- B.** Receive and respond in writing to an operator's notice of intent to permanently close or make a change-in-service to their underground storage tank system, as required by 40 CFR, § 280.71. Inform operators of all applicable requirements under 40 CFR, § 280 and NAC 459.970 through 459.9729 (certification) in the response letters.

Report monthly by electronic means.

- i.** The number of response letters sent in acknowledgment of an operator's intent to close or make a change in the service.
- ii.** The number of site inspections conducted for USTs being permanently closed.



### **3. UST Compliance / Enforcement**

- A.** Conduct on-site facility inspections that are consistent with the State of Nevada UST Inspection Protocol. NDEP will provide the UST Inspection Protocol and may engage in one or more joint inspections per calendar year to assist with achieving consistency of inspections. The format for monthly electronic submittal is at the end of this document, noted as UST/LUST Monthly Tracking.
- B.** SNHD will query the Petroleum Fund database on the 15<sup>th</sup> of every month, at a minimum, of each year to determine which UST owner/operators are compliant with financial responsibility requirements. Owner/operators without financial responsibility will be contacted consistent with NDEP's compliance assistance and enforcement guidance document discussed in Section C.
- C.** Provide for a 'Step Wise' progressive compliance/enforcement program consistent with NDEP's Compliance Assistance and Enforcement Guidance document. Provide documentation to the owner/operator acknowledging correction of non-compliance deficiencies. Submit a copy of documentation (i.e., correspondence) to NDEP.

Report monthly by electronic means:

- i.** The number of facilities sent compliance assistance letters regarding UST non-compliance issues.
  - ii.** The number of facilities that have resolved all compliance issues during the reporting period (regardless of the period in which the issues were initiated).
- D.** Conduct re-inspections as necessary to ensure compliance at those facilities for which owner/operators were issued compliance assistance letters.

Report monthly by electronic means:

- i.** The number of on-site UST facility re-inspections.
- E.** Any UST non-compliance cases that have not been resolved by telephone calls, follow-up letters, or re-inspections will be referred to NDEP for formal enforcement action. Provide supporting documentation, sufficient for issuance of an enforcement order. All cases referred to NDEP will include the following:
- i.** A formal referral letter addressed to NDEP, referring the case. The letter should cite:
    - 1.** The specific UST regulation that is alleged to have been violated.
    - 2.** The owner/operator is to be courtesy copied.
  - ii.** An accurately compiled written summary of all submittals, responses, and actions relating to the case; and
  - iii.** A copy of all correspondence and submittals related to the non-compliance issue.
- Report monthly by electronic means: The number of NOV2 and NOV3 UST cases referred to NDEP for formal enforcement action.
- F.** Refer any suspected non-compliance with NAC 459.970 through 459.9729 (Certification) to the NDEP within 5 days of discovery.
- G.** Report the number of monthly compliance inspections conducted and include that information and the associated inspection reports with the SNHD monthly invoice submitted to NDEP.

#### 4. UST Closures and Leaking USTs (LUST)

- A. Track the number of UST closures with reported non-detect sampling results.

Report monthly by electronic means:

- i. The number of UST closures with no detected contamination

- B. Track the number of confirmed releases identified during UST closure sampling that are reported above non-detect, but below the State action level (100 ppm TPH).

Report monthly by electronic means:

- i. The number of UST closures with confirmed releases below the State action level.

- C. Track the number of confirmed releases identified during UST closure sampling that are reported above the State action level (100 ppm TPH).

Report monthly by electronic means:

- i. The number of UST closures with confirmed releases above the State action level (100 ppm TPH). (Include State Facility ID Numbers)

- D. Track the number of confirmed releases from UST systems above the State Reportable Quantities (RQ) not undergoing closure.

Report monthly by electronic means:

- i. The number of confirmed or suspected releases above the (RQ) from UST systems not undergoing closure.

- E. Notify owners/operators with confirmed UST leaks above the State RQ that the case is being referred to NDEP. Inform operators of the applicable requirements under 40 CFR, §280 and NAC 459.970 through 459.9729 (certification) in these letters.

Report monthly by electronic means:

- i. The number of notification letters mailed to owners and operators.  
(Include State Facility ID Numbers)

- F. Provide initial abatement oversight at UST closure sites for the removal of up to 140 cubic yards of contaminated soil suspected of being above 100 ppm TPH. Communicate with NDEP staff if contaminated soil beyond the 10 cubic yard threshold remains in the excavation and if additional excavation is recommended.

Report monthly by electronic means:

- i. The number of cases where initial abatement oversight was provided by SNHD.  
(Include State Facility ID Numbers)

- G. Refer LUST cases to NDEP where release/discharge is in excess of the State RQ. All cases referred to NDEP should include the following:

- i. All pertinent UST information that led SNHD to determine this case was above State RQ and other supporting documentation.

Report monthly by electronic means:

- ii. The number of LUST cases formally referred to NDEP.  
(Include State Facility ID Numbers)

## 5. Program Tracking

### UST/LUST Monthly Tracking

Month \_\_\_\_\_ Reporting Period \_\_\_\_\_ through \_\_\_\_\_

*Monthly report due within five (5) days following the end of each month*

| <b>Output - UST Notification and Compliance/Enforcement</b>                                                                                                                               | <b>TASK</b> | <b>Month</b> | <b>Fiscal Year</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|--------------------|
| Reported number of 7530-1 form verification e-mails received from the NDEP Petroleum Fund Database; identified accurate and complete.                                                     | 2.B.i       |              |                    |
| Number of response letters mailed in acknowledgment of an operator's intent to close or make a change in service.                                                                         | 2.B.i       |              |                    |
| Number of site inspections conducted for USTs being permanently closed.                                                                                                                   | 2.B.ii      |              |                    |
| Number of initial facility 2015 compliance inspections completed/ inspection reports submitted to NDEP.                                                                                   | 3.A.i       |              |                    |
| Number of facilities in compliance with 2015 spill prevention.                                                                                                                            | 3.B.i       |              |                    |
| Number of facilities in compliance with 2015 overfill prevention.                                                                                                                         | 3.B.ii      |              |                    |
| Number of facilities in compliance with 2015 corrosion prevention.                                                                                                                        | 3.B.iii     |              |                    |
| Number of facilities in compliance with 2015 release detection.                                                                                                                           | 3.B.iv      |              |                    |
| Number of facilities in compliance with 2015 Technical Compliance Review (TCR).                                                                                                           | 3.B.v       |              |                    |
| Number of facilities in compliance with Energy Policy Act operator raining.                                                                                                               | 3.B.vi      |              |                    |
| Number of facilities in compliance with financial responsibility.                                                                                                                         | 3.B.vii     |              |                    |
| Number of facilities in compliance with 2015 walkthrough requirements.                                                                                                                    | 3.B.viii    |              |                    |
| Number of facilities sent formal enforcement letters regarding UST non-compliance issues.                                                                                                 | 3.C.i       |              |                    |
| Number of facilities that resolved all compliance issues in the month (regardless of the quarter in which the issue was initiated).                                                       | 3.C.ii      |              |                    |
| Number of on-site UST facility re-inspections and compliance documentation review re-inspections.                                                                                         | 3.D.i       |              |                    |
| Number of UST cases referred to NDEP for formal enforcement action.                                                                                                                       | 3.F         |              |                    |
| Number of UST closures with no detected contamination.                                                                                                                                    | 4.A.i       |              |                    |
| Number of UST closures with confirmed releases below the State action level of 100 mg/Kg or 100 ppm.                                                                                      | 4.B.i       |              |                    |
| Number of UST closures with confirmed releases above the State action level. Include State Facility ID Numbers (FID).                                                                     | 4.C.i       |              |                    |
| Number of confirmed or suspected releases above the State reportable quantities of 25 gals. Of product or 3 cubic yards of contaminated soil from the UST systems not undergoing closure. | 4.D.i       |              |                    |
| Number of LUST cases where initial abatement oversight was provided by SNHD. Include State Facility ID Numbers (FID).                                                                     | 4.F.i       |              |                    |
| Number of LUST cases formally referred to NDEP. Include State Facility ID Numbers (FID).                                                                                                  | 4.G.ii      |              |                    |

**6. Contract Budget**

|                                                                                                                                                 |                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <p><b>SNHD Annual Contract Budget</b><br/> <b>DEP # 21-002</b><br/> <b>State Fiscal Year 22-25</b><br/> <b>July 1, 2021 - June 30, 2025</b></p> |                            |
| <b>Site Visits:</b> (425 visits per FY)                                                                                                         |                            |
| Personnel and Reporting per Site Visit                                                                                                          | \$500                      |
| Site Visits per FY                                                                                                                              | 425                        |
| <b>Fiscal Year Maximum</b>                                                                                                                      | <b>\$212,500</b>           |
| <b>Supplies:</b> (purchase documentation required when draw requested)                                                                          |                            |
| Operating / Office Supplies / Travel / Training                                                                                                 | \$0                        |
| Total                                                                                                                                           | \$0                        |
| <b>NDEP Funding Total</b>                                                                                                                       |                            |
| <b>Fiscal Year Maximum</b>                                                                                                                      | <b>\$212,500</b>           |
| <b>Contract Term</b>                                                                                                                            | <b>Four years, FY22-25</b> |
| <b>Total Contract Value</b>                                                                                                                     | <b>\$850,000</b>           |

**Attachment B**  
**NDEP Additional Terms and Conditions**  
**DEP # 22-002**

1. 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 § 1500.9 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 **\$78.94** per hour.

2. ***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.

3. 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: \$\_\_\_\_. 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).

4. 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.

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 Scope of Work /Workplan agreed to.

6. 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. 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 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. 40 CFR Part 31 - 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.