



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** April 27, 2017

**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 # 09-17**

**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:**

**Brian Northam**, *Environmental Health Supervisor* <sup>BN</sup>  
**Jacqueline Reszetar**, *Director of Environmental Health* <sup>JR</sup>  
**Andrew J. Glass, FACHE, MS**, *Director of Administration* <sup>AG</sup>  
**Joseph P. Iser, MD, DrPH, MSc**, *Chief Health Officer* <sup>JI</sup>

**DISCUSSION:**

The UST program addresses the compliance issues associated with all underground storage tanks in Clark County. NDEP is the state agency identified by the Environmental Protection Agency (EPA) to carry out federal regulations regarding underground storage tank facilities. NDEP is seeking continued District participation in the underground storage tank compliance inspection program. District responsibility consists of inspecting all existing systems (approximately 800 facilities) for compliance, including leak detection testing, spill and overflow monitoring, federal reporting requirements, and corrosion analysis for the entire system. The District issues annual operating permits and permits for installation of new systems, reviews plans, and provides oversight of the installation to ensure that all required features are included in the construction.

### **DISCUSSION: (cont.)**

The District continues to issue annual operating permits and provide oversight of the UST removal process and the initial site characterization, but sites requiring remediation are referred to NDEP staff. Projects and systems requiring enforcement actions are also referred to NDEP. Staff time is dedicated toward leak detection, record reviews, compliance inspections of existing systems, issuing annual operating permits, review plans and providing oversight of new system installations. Staff time is also dedicated toward issuing permits for repairs, upgrades and tank removals and providing oversight of tank closures and removals. 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 District's contractual obligations. The District also provides support to NDEP in ensuring that all systems are compliant with Financial Assurance requirements.

### **FUNDING:**

NDEP will provide \$680,000 (\$170,000 per fiscal year) of EPA grant funds to District for the period July 1, 2017 through June 30, 2021. No allowance has been made for cost increases resulting from inflation.

# INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

## A Contract between the State of Nevada Acting By and Through Its

Department of Conservation and Natural Resources  
Division of Environmental Protection, Bureau of Corrective Actions  
901 S. Stewart Street, Carson City, NV 89701-5249  
Phone: (775) 687-9368 Fax: (775) 687-8335

and

Southern Nevada Health District  
*hereinafter the "Public Agency"*  
PO Box 3902  
280 S. Decatur Blvd.  
Las Vegas, NV 89107  
Phone: (702) 759-0560 Contact: Andrew J. Glass, FACHE, MS

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 of Southern Nevada Health District hereinafter set forth are both necessary to Division of Environmental Protection 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.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective from July 1, 2017 upon approval to June 30, 2021, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), 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 notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK AND BUDGET

ATTACHMENT B: ADDITIONAL AGENCY TERMS & CONDITIONS (consisting of 3 pages)

7. **CONSIDERATION.** Southern Nevada Health District agrees to provide the services set forth in paragraph (6) at a cost of \$ 170,000 per year maximum, over a term of 4 fiscal years. Total Contract value \$ 680,000. Installments payable: Monthly, not to exceed \$ 40,000 per month, up to \$ 170,000 per fiscal year. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed on 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 documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

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 other party, 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 by each party for a minimum of 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.

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. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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, act of public enemy, 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 construed 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 nonenforceability 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 or this Contract, 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. 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 paragraph (6).

22. 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 jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and 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 State of Nevada Office of the Attorney General.

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

**PUBLIC AGENCY – Southern Nevada Health District:**

Andrew J. Glass Director of Administration 4/3/17  
By: Andrew J. Glass, FACHE, MS Title Date

**DIVISION:**

Greg Lovato Administrator - NDEP \_\_\_\_\_  
By: Greg Lovato Title Date

**BUREAU:**

Kim Valdez Contract Manager \_\_\_\_\_  
By: Kim Valdez Title: Date

**DIVISION FISCAL APPROVAL:**

Brian Sotomayor Budget Analyst II \_\_\_\_\_  
By: Brian Sotomayor Title: Date

**Approved as to form by:**

\_\_\_\_\_  
Deputy Attorney General for Attorney General On \_\_\_\_\_ (Date)

Annette L. Bradley On \_\_\_\_\_ (Date)  
Annette L. Bradley, Esq. Attorney for Southern Nevada Health District

**APPROVED BY BOARD OF EXAMINERS**

\_\_\_\_\_  
Signature - Board of Examiners On \_\_\_\_\_ (Date)

# Attachment A

DEP 17-029

SNHD Interlocal Agreement

## ATTACHMENT A

### UNDERGROUND STORAGE TANK INSPECTION AND RELEASE DETERMINATION PROGRAM OBJECTIVES & SCOPE OF WORK

State Fiscal Year 2018, 2019, 2020, 2021  
JULY 1, 2017 - JUNE 30, 2021  
Contract Control # DEP 17-029

#### **I. 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 will require written concurrence from NDEP. It is recognized that a 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.

The objectives of the Nevada UST program are:

1. Ensure consistent application and enforcement of State and Federal UST Regulations.
2. Improve compliance with the regulations through increased in-field interaction and education of owners, operators and managers of UST facilities.
3. 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.
4. Provide accurate and timely information to the NDEP to enable timely updates to the State UST Access database (UST FITS).
5. Compile accurate and consistent compliance data as required by the US EPA.
6. All reports are due within five days following the end of each Month.

#### **II. UST NOTIFICATION:**

1. 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:

- a. Report the number of verification emails from the NDEP Petroleum Fund Database and identify if they are accurate and complete.



2. 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.

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

### **III. UST COMPLIANCE/ENFORCEMENT:**

1. 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. A reference to the Significant Operational Compliance (SOC) framework will be provided by the NDEP.

Report monthly by electronic means:

- a. Number of initial facility inspections / inspection reports submitted to NDEP.
  - b. Release Prevention SOC: Number of facilities in SOC with the 1998 regulations at the time of the initial inspection conducted during the reporting period.
  - c. Release Detection SOC: Number of facilities in SOC with the leak detection regulations at the time of the initial inspection conducted during the reporting period.
  - d. Number of facilities in substantial operational compliance with the 1998 regulations and leak detection regulations at the time of initial inspection conducted during the reporting period.
2. SNHD will query the Petroleum Fund database on December 15, of each year to determine which UST owner/operators are in compliance with financial responsibility requirements. Owner/operators without financial responsibility will be contacted consistent with NDEP's compliance assistance and enforcement guidance document discussed in #3 below.
  3. 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:

- a. The number of facilities sent compliance assistance letters regarding UST non-compliance issues.
  - b. The number of facilities that have resolved all compliance issues during the reporting period (regardless of the period in which the issues were initiated).
4. 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:

- a. The number of onsite UST facility re-inspections.

5. Any UST non-compliance cases, which 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:
  - a) A formal referral letter addressed to NDEP, referring the case. The letter should cite the specific UST regulation that is alleged to have been violated. The owner/operator is to be courtesy copied;
  - b) An accurately compiled written summary of all submittals, responses, and actions relating to the case; and
  - c) A copy of all correspondence and submittals related to the non-compliance issue.

Report monthly by electronic means:

- a. The number of UST cases referred to NDEP for formal enforcement action.
6. Refer any suspected non-compliance with NAC 459.970 through 459.9729 (Certification) to the NDEP within 5 days of discovery.
  7. Report the number of monthly compliance inspections (Maximum 120 inspections per FY cap) conducted and include that information and the associated inspection reports with the SNHD monthly invoice submitted to NDEP.

#### IV. LEAKING UST's (LUST)

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

Report monthly by electronic means:

- a. The number of UST closures with no detected contamination
2. Track the number of confirmed releases identified during UST closure sampling that are reported above non-detect, but below the State action level (100ppm TPH).

Report monthly by electronic means:

- a. The number of UST closures with confirmed releases below the State action level.
3. Track the number of confirmed releases identified during UST closure sampling that are reported above the State action level (100ppm TPH).

Report monthly by electronic means:

- a. The number of UST closures with confirmed releases above the State action level. (Include State Facility ID Numbers)
4. Track the number of confirmed releases from UST systems above the State Reportable Quantities (RQ) not undergoing closure.

Report monthly by electronic means:

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

5. 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:

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

6. Provide initial abatement oversight at UST closure sites for the removal of up to 10 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:

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

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

- a) All pertinent UST information that lead SNHD to determine that this case was above State "RQ" and other supporting documentation.

Report monthly by electronic means:

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

**V. PROGRAM TRACKING:**

**UST/LUST QUARTERLY MONTHLY TRACKING  
MONTH \_\_\_\_\_**

Reporting Period \_\_\_\_\_ through \_\_\_\_\_.

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

OUTPUT	TASK	Month	Year (Fiscal Year)
<b>UST:</b>			
Number of new or amended 7530-1 forms processed and forwarded to NDEP.	II.1(a)		
Number of response letters mailed in acknowledgment of an operator's intent to close or make a change in service.	II.2(a)		
Number of site inspections conducted for USTs being permanently closed.	II.2(b)		
Number of initial facility compliance inspections completed/ inspection reports submitted to NDEP.	III.1(a)		
<u>Release Prevention SOC:</u> Number of facilities in Significant Operational Compliance (SOC) with the 1998 regulations (corrosion, spill, and overfill) at the time of the initial inspection conducted during the reporting period.	III.1(b)		
<u>Release Detection SOC:</u> Number of facilities in Significant Operational Compliance (SOC) with the leak detection regulations at the time of the initial inspection conducted during the reporting period.	III.1(c)		
Number of facilities in substantial operational compliance with the 1998 regulations and leak detection regulations at the time of the initial inspection conducted during the reporting period	III.1(d)		
Number of facilities sent informal enforcement letters regarding UST non-compliance issues.	III.3(a)		
Number of facilities that resolved all compliance issues in the quarter (regardless of the quarter in which the issue was initiated).	III.3(b)		
Number of UST facility re-inspections.	III.4(a)		
Number of UST cases referred to NDEP for formal enforcement action.	III.5(c) (a)		
<b>LUST:</b>			

<b>OUTPUT</b>	<b>TASK</b>	<b>Month</b>	<b>Year (Fiscal Year)</b>
Number of UST closures with no detected contamination	IV.1		
Number of UST closures with confirmed releases below the State action level of mg/Kg or 100 ppm	IV.2		
Number of UST closures with confirmed releases above the State action level. (Include State Facility ID Numbers)	IV.3		
Number of confirmed, or suspected releases above the State reportable quantities of 25 gals. of product or 3 c.y. of contaminated soil from UST systems not undergoing closure	IV.4		
Number of notification letters mailed to owners and operators that the case is being referred to NDEP. (Include State Facility ID Numbers)	IV.5		
Number of LUST cases where initial abatement oversight was provided by SNHD. (Include State Facility ID Numbers)	IV.6		
Number of LUST cases formally referred to NDEP. (Include State Facility ID Numbers)	IV.7		

**ANNUAL BUDGET:**

SNHD Annual Budget - UST Program - DEP # 17-029 State Fiscal Year 2018, 2019, 2020, 2021 JULY 1, 2017 - JUNE 30, 2021		
	NDEP Funding	
<b>Site Visits: (350 site visits per FY)</b>		
Personnel and Reporting per Site Visit	\$485.71	
Sub Total	\$170,000	Maximum Per FY
<b>Supplies (purchase documentation required when draw requested)</b>		
Operating / Office Supplies / Cell-Phone / Postage	\$0	
Sub Total	\$0	
	NDEP Funding Per Year	
<b>Budget Total</b>	<b>\$170,000</b>	<b>Maximum Per FY</b>

# Attachment B

DEP 17-029

SNHD Interlocal Agreement

**ADDITIONAL AGENCY TERMS & CONDITIONS  
ATTACHMENT TO CONTRACT FOR SERVICES  
CONTRACT CONTROL #DEP 17-029**

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 Service Level 4 (U.S. Code) daily rate (exclusive of fringe benefits): This limitation 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 **\$75.27** per hour.
2. ***NDEP shall only reimburse the Contractor/Sub-grantee for actual cash disbursed.*** Original invoices (facsimiles are not acceptable) 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 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/Sub-grantee 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/Sub-grantee 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/Sub-grantee 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/Sub-grantee 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/Sub-grantee 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/Sub-grantee 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 or Workplan agreed to.
6. Any funds obligated by NDEP under this Contract that are not expended by the Contractor/Sub-grantee 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/Sub-grantee. The Contractor/Sub-grantee shall have no claim of any sort to such unexpended funds.
7. For contracts utilizing federal funds, the Contractor/Sub-grantee 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	3%	1%
Services	1%	1%
Supplies	1%	1%
Equipment	2%	1%



The Contractor/Sub-grantee 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 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.

8. The Contractor/Sub-grantee shall complete and submit to NDEP a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) 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, 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/Sub-grantee 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/Sub-grantee 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, 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/Sub-grantee's expense. Such property includes but is not limited to vehicles, computers, software, modems, calculators, radios, and analytical and safety equipment. The Contractor/ Sub-grantee 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/Sub-grantee, NDEP may elect to terminate the Contract and to have the property immediately returned to NDEP by the Contractor/Sub-grantee at the Contractor/Sub-grantee's expense. To the extent authorized by law, the Contractor/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 Contractor/Sub-grantee or the Contractor/Sub-grantee's agents or employees or any subcontractor or their agents or employees.

11. The Contractor/Sub-grantee 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/Sub-grantee 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/Sub-grantee 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/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. 40 CFR Part 31 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State and Local Governments;
- d. 40 CFR Part 32 - Governmentwide Debarment And Suspension (Nonprocurement) And Governmentwide 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.