

Granting Federal Agency:	USEPA
CFDA #:	66.442
Grant Name and #	EC-SDC #98T80701
Agency Reference #:	DEP26-013

Subgrant Agreement
Control DEP26-013
A Subgrant awarded by

Agency Name:	Department of Conservation and Natural Resources Nevada Division of Environmental Protection Bureau of Safe Drinking Water Hereinafter the “State”		
Tax ID #	88-600022	DUNS #	0938199980000
		UEI #	SPMJG34BUN33
Address:	901 S. Stewart St., Suite 4001		
City, State, Zip Code:	Carson City, NV 89701-5429		
Contact:	Raul Betancourt		
Phone:	775-687-9555		
Fax:	775-687-5699		
Email:	rbetancourt@ndep.nv.gov		

and awarded to Subgrantee.

Contractor Name:	Northern Nevada Public Health Hereinafter the “Public Agency”		
Tax ID #	88-6000024		
Address:	1001 East Ninth Street		
City, State, Zip Code:	Reno, NV 89512-2845		
Contact:	David Kelly, REHS		
Phone:	775-846-6623		
Fax:			
Email:	DAKelly@nnph.org		

WHEREAS, 2 CFR Part 200, ☐ NRS 445A.265 and NRS 445A.450 **OR** ☐ NRS 459.878, NRS 459.892 and NAC 459.99929, **OR** ☒ NRS 445A.865 authorize the Division of Environmental Protection to award subgrants of federal financial assistance to local governments, agencies, other state agencies, federal or interstate agencies, municipalities, local health departments, educational institutions, or other organizations or persons to carry out projects for the purposes set forth in authorizing statutes; and

WHEREAS it is deemed that the project purposes hereinafter set forth are consistent with the federal grant agreement that provides support of the subgrant;

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

1. **REQUIRED APPROVAL.** This Subgrant 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.

Granting Federal Agency:	USEPA
CFDA #:	66.442
Grant Name and #	EC-SDC #98T80701
Agency Reference #:	DEP26-013

3. **SUBGRANT TERM.** This subgrant shall be effective as noted below, unless sooner terminated by either party as set forth in this Subgrant.

Effective from:	NDEP Administrator's Approval	To:	September 30, 2029
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TERMINATION. This Subgrant 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 Subgrant may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Subgrant shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Subgrant is withdrawn, limited, or impaired.

4. **NOTICE.** All notices or other communications required or permitted to be given under this Subgrant shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by electronic mail, 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.
5. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Subgrant incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK, DELIVERABLES, AND NEGOTIATED ITEMS (if needed)
ATTACHMENT B:	NDEP ADDITIONAL TERMS AND CONDITIONS
ATTACHMENT C:	THIRD-PARTY MATCH RECORD KEEPING REQUIREMENTS (if applicable)

6. **CONSIDERATION.** Public Agency agrees to provide the services set forth in paragraph (6) at a cost of **\$262,000** per **contract term** with the total Subgrant or installments payable: **Monthly as invoiced by Public Agency**, not exceeding **total grant amount of \$262,000**. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Subgrant term) or a termination as the results of legislative appropriation may require.
7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Subgrant are also specifically a part of this Subgrant and are limited only by their respective order of precedence and any limitations expressly provided.
8. **INSPECTION AND AUDIT**
- 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 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.
 - Inspection & Audit.** Each party agrees that the relevant books, records, reports, studies, photos, negatives, data, materials, drawings (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 Department Of Conservation and Natural Resources, the Nevada Division of Environmental Protection, 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

Granting Federal Agency:	USEPA
CFDA #:	66.442
Grant Name and #	EC-SDC #98T80701
Agency Reference #:	DEP26-013

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 Subgrant must be retained a minimum three years from the date of final payment by the State to the Public Agency, and all other pending matters are closed. 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.
9. **BREACH REMEDIES.** Failure of either party to perform any obligation of this Subgrant shall be deemed a breach. Except as otherwise provided for by law or this Subgrant, 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. If the court awards reasonable attorney's fees to the prevailing party, reasonable shall be deemed \$125 per hour.
 10. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Subgrant 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 Subgrant, but not yet paid, for the fiscal year budget in existence at the time of the breach .
 11. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Subgrant 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 Subgrant after the intervening cause ceases.
 12. **INDEMNIFICATION.**
 - a. To the fullest extent of limited liability as set forth in paragraph (11) of this Subgrant, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
 - b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
 13. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Subgrant, and in respect to performance of services pursuant to this Subgrant, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Subgrant, shall have the sole right to supervise, manage, operate, control, and direct performance of the details, incident to its duties under this Subgrant. Nothing contained in this Subgrant 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.
 14. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Subgrant 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.

Granting Federal Agency:	USEPA
CFDA #:	66.442
Grant Name and #	EC-SDC #98T80701
Agency Reference #:	DEP26-013

15. **SEVERABILITY.** If any provision contained in this Subgrant is held to be unenforceable by a court of law or equity, this Subgrant 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 Subgrant unenforceable.
16. **ASSIGNMENT/DELEGATION.** Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Subgrant without the prior written consent of the other party.
17. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blueprints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Subgrant), or any other documents or drawings, prepared or in the course of preparation by either party in 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.
18. **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.
19. **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 Subgrant.
20. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Subgrant on behalf of each party has full power and authority to enter into this Subgrant and that the parties are authorized by law to perform the services set forth in paragraph (6).
21. **GOVERNING LAW: JURISDICTION.** This Subgrant 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 hereby consent to the jurisdiction of the Nevada district courts for enforcement of this Subgrant.
22. **ENTIRE CONTRACT AND MODIFICATION.** This Subgrant 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 Subgrant specifically displays a mutual intent to amend a particular part of this Subgrant, general conflicts in language between any such attachment and this Subgrant shall be construed consistent with the terms of this Subgrant. Unless otherwise expressly authorized by the terms of this Subgrant, no modification or amendment to this Subgrant shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

Granting Federal Agency:	USEPA
CFDA #:	66.442
Grant Name and #	EC-SDC #98T80701
Agency Reference #:	DEP26-013

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

_____	_____	_____
Northern Nevada Public Health	Date	Subgrantee Title
		Administrator
_____	_____	_____
Nevada Division of Environmental Protection	Date	Title

Granting Federal Agency:	USEPA
CFDA #:	66.442
Grant Name and #	EC-SDC #98T80701
Agency Reference #:	DEP26-013

ATTACHMENT A SCOPE OF WORK SUBGRANT CONTROL # DEPS

PROJECT OVERVIEW

Northern Nevada Public Health (NNPH) will use Emerging Contaminant in Small or Disadvantaged Communities (EC-SDC) subgrant funding to offer water testing of private wells for PFAS to interested well owners. Through this subgrant, NNPH will select a qualified contractor or contractors to develop a web-based application for requesting testing, plan and collect samples, deliver those samples to the analytical laboratory, and provide results to the well owner, NNPH, and NDEP.

GOALS AND OBJECTIVES

The overarching goal of this project is to provide testing for PFAS in drinking water to persons in northern Nevada whose source of drinking water is private wells, as private wells are not regulated by the federal government under the Safe Drinking Water Act, and therefore the National Primary Drinking Water Regulations (NPDWR). PFAS are a category of widely used long-lasting chemicals that have been linked to adverse health effects.

This project will involve developing a web-based interface by which interested private well owners may request testing, the collection and analysis of drinking water samples, and the delivery of the analytical results, along with access to educational materials to aid in the interpretation of those results.

SPECIFIC TASKS

Northern Nevada Public Health (NNPH) shall solicit proposals in accordance with 2 CFR 200.320, and subcontract with the entity of their choice to complete project work. Alternatively, NNPH may address/complete any of the tasks below (excluding sample analysis) in-house, at their discretion. NNPH and/or the subcontracted entity shall address and/or complete the following tasks:

1. Develop a web-based platform for managing private well users' applications and educational materials to aid in the interpretation of analytical results.
2. Obtain PFAS sample collection training for NNPH personnel (if NNPH will be performing sample collection).
3. Compile a list of interested private well users; schedule and collect samples from those wells.
4. Contract with a Nevada-certified laboratory for the analysis of these samples for PFAS

Granting Federal Agency:	USEPA
CFDA #:	66.442
Grant Name and #	EC-SDC #98T80701
Agency Reference #:	DEP26-013

using either EPA method 533 or EPA method 537.1.

5. Deliver samples to the contracted laboratory for analysis.
6. Deliver the analytical results to the private well owner, NNPH, and NDEP.

DELIVERABLES

The subgrantee shall:

1. Provide written quarterly reports outlining the progress toward project tasks.
2. Provide detailed quarterly invoices with documentation supporting expenses. Supporting documentation shall include proof of payment to the subcontracted entity.
3. Provide budget-tracking documentation showing expenses to date and balance remaining.

The NDEP shall:

1. Provide reimbursement to the subgrantee based on quarterly invoices which include documentation supporting expenses and work toward task completion.
2. Provide final payment after completion of all tasks outlined in this scope of work.

BUDGET

The total budget for this project shall not exceed \$262,000.00. Northern Nevada Public Health (NNPH) agrees to adhere to this budget.

Granting Federal Agency:	USEPA
CFDA #:	66.442
Grant Name and #	EC-SDC #98T80701
Agency Reference #:	DEP26-013

ATTACHMENT B TO SUBGRANT AGREEMENT:

NDEP ADDITIONAL TERMS & CONDITIONS CONTRACT CONTROL #DEP26-013

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 § 1500.10 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 \$93.85 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: \$ 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).
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.

Granting Federal Agency:	USEPA
CFDA #:	66.442
Grant Name and #	EC-SDC #98T80701
Agency Reference #:	DEP26-013

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.

Granting Federal Agency:	USEPA
CFDA #:	66.442
Grant Name and #	EC-SDC #98T80701
Agency Reference #:	DEP26-013

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.