

Western Regional Water Commission

STAFF REPORT

DATE: October 10, 2019

TO: Chair and Members, Western Regional Water Commission (“WRWC”)

FROM: Jim Smitherman, WRWC Water Resources Program Manager

SUBJECT: A. Discussion and possible acceptance of a Clean Water Act Grant from the State of Nevada, in the amount of \$40,000, to partially fund the ongoing Bedell Flat Aquifer Storage and Recovery Investigation (the “Project”);
B. discussion and possible approval of a proposed scope of work and budget, in an amount not to exceed \$40,000 from the Regional Water Management Fund (“RWMF”), for the Truckee Meadows Water Authority (“TMWA”) to continue the Project; and
C. if approved, authorize the Chair to enter into a Subgrant Agreement with NDEP and an interlocal agreement with TMWA for the above purposes. (The Clean Water Act Grant will reimburse the RWMF.)

SUMMARY

On August 1, 2019, the Northern Nevada Water Planning Commission (“NNWPC”) made a recommendation to the WRWC to accept a Clean Water Act Grant from the State of Nevada, in the amount of \$40,000, to partially fund the Project being conducted by TMWA, and enter into a Subgrant Agreement with NDEP for that purpose.

On the same day, the NNWPC made a recommendation to the WRWC to approve TMWA’s proposal and scope of work for the Project, and execute an interlocal agreement with TMWA to continue the Project. An interlocal agreement with TMWA is necessary to provide for reimbursement, in an amount not to exceed \$40,000 from the Regional Water Management Fund (“RWMF”), for expenses associated with the Project.

The Subgrant Agreement with NDEP will be attached to the interlocal agreement with TMWA. The RWMF will reimburse TMWA for a portion of Project expenses by way of the interlocal agreement, and the NDEP Subgrant Agreement will in turn reimburse the RWMF.

BACKGROUND

The 2007 Washoe County 208 Water Quality Management Plan contemplates a small number of long-term regional alternatives for the management of treated wastewater effluent. Alternatives include new and innovative treatment technology and aquifer recharge using highly treated effluent. A 2010 report entitled “Regional Integrated Wastewater System Planning”, funded in part by NDEP’s 604(b) Water Quality Planning fund, identifies Bedell Flat as an area for possible aquifer storage or aquifer recharge

using highly treated effluent. This concept also appears in both the Regional Water Management Plan and the TMWA Water Resource Plan, as a potential site for an integrated water resource aquifer storage and recovery (“ASR”) program.

The program would provide for the management of highly treated effluent from one or more water reclamation facilities and enhance water reserves. Integrated water resource management alternatives in Bedell Flat include infiltration of highly treated effluent through a proposed rapid infiltration bed (“RIB”) or along a natural drainage referred to as Bird Springs Drainage, injection of potable water using ASR wells and North Valley Importation Project water, or a combination of these. The WRWC has partnered with the City of Reno, Washoe County, and TMWA to assess the feasibility of an ASR program in Bedell Flat.

PREVIOUS ACTION

None.

FISCAL IMPACT

If approved, the net fiscal impact to the RWMF will be neutral. The Fiscal Year 2019-2020 WRWC budget includes grant revenue in the amount of \$40,000, which is adequate to offset the \$40,000 in expenses budgeted for this Project. Budget authority is located in Fund Group 766, Fund 7066, Account Number 710100, Professional Services, Cost Object WP310204.

RECOMMENDATION

Staff recommends that the WRWC accept the Clean Water Act Grant from the State of Nevada, in the amount of \$40,000; authorize the Chair to execute the Subgrant Agreement with NDEP; approve the proposed scope of work and funding, in an amount not to exceed \$40,000 from the RWMF, for TMWA to continue the Project; authorize the Chair to enter into an interlocal agreement with TMWA for that purpose, and provide direction to staff, if any.

POSSIBLE MOTION

“Move to accept the Clean Water Act Grant from the State of Nevada, in the amount of \$40,000; authorize the Chair to execute the Subgrant Agreement with NDEP; approve the proposed scope of work and funding, in an amount not to exceed \$40,000 from the RWMF, for TMWA to continue the Project; and authorize the Chair to enter into an interlocal agreement with TMWA for that purpose.”

JS:jp

Attachments

**SUBGRANT AGREEMENT
CONTROL #DEPS 19-005**

A Subgrant awarded by:

**Department of Conservation and Natural Resources, Division of Environmental Protection
901 S. Stewart Street, Carson City, NV 89701-5249
Phone: (775) 687-4670 Fax: (775) 687-5856**

and awarded to Subgrantee:

**Western Regional Water Commission
c/o Washoe County Community Services Department
PO BOX 11130
Reno, NV 89520
hereinafter the "Subgrantee"**

WHEREAS, 40 CFR Part 31.37, NRS 445A.265 and NRS 445A.450 authorize the Division of Environmental Protection to award subgrants of federal financial assistance to local governments 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.

3. SUBGRANT TERM. This Subgrant shall be effective from Nevada Division of Environmental Protection Administrator's Approval to June 30, 2021, unless sooner terminated by either party as set forth in this Subgrant.

4. 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.

5. 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 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 Subgrant incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT: SCOPE OF WORK (consisting of 2 pages)

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

7. CONSIDERATION. Public Agency agrees to provide the services set forth in paragraph (6) at a cost of \$N/A per N/A with the total Subgrant or installments payable: **quarterly**, not exceeding **\$40,000.00**. 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.

8. 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.

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 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.

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 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Subgrant 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 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.

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 Subgrant.

21. 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).

22. 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 consent to the jurisdiction of the Nevada district courts for enforcement of this Subgrant.

23. ENTIRE AGREEMENT 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.

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

SUBGRANTEE

By: _____
Signature

Name: _____

Title: _____ Date: _____

DIVISION

By: _____
Signature

Name: Greg Lovato _____

Title: Administrator _____ Date: _____

Attachment A
Scope of Work
And
Budget Attachment

Attachment A – Scope of Work

Bedell Flat Aquifer Storage and Recovery Investigation

Introduction

The 2007 Washoe County 208 Water Quality Management Plan contemplates a small number of long-term regional alternatives for the management of treated wastewater effluent. Alternatives include new and innovative treatment technology and aquifer recharge using highly treated effluent, also known as “advanced purified water”. A 2010 report entitled “Regional Integrated Wastewater System Planning”, funded in part by the Nevada Division of Environmental Protection’s (“NDEP”) 604(b) Water Quality Planning fund, identifies Bedell Flat as an area for possible aquifer storage or aquifer recharge using advanced purified water. This concept also appears in the 2011-2030 Comprehensive Regional Water Management Plan, and more recently in the Truckee Meadows Water Authority’s (“TMWA”) 2016-2035 Water Resource Plan, as a potential site for an integrated water resource aquifer storage and recovery (“ASR”) program.

The program would provide for the management of advanced purified water from one or more water reclamation facilities and enhance drought and/or emergency water reserves. Integrated water resource management alternatives in Bedell Flat include infiltration of advanced purified water through a proposed rapid infiltration basin (“RIB”) or along a natural drainage referred to as Bird Springs Drainage, injection of potable water using ASR wells and North Valley Importation Project (“NVIP”) water, or a combination of these. The Western Regional Water Commission (“WRWC”) has partnered with the City of Reno, Washoe County, and TMWA to assess the feasibility of an ASR program in Bedell Flat.

Proposal

Through these partnerships, and a 2017 grant from the WRWC, TMWA has initiated the ASR feasibility assessment. WRWC grant-funded work completed in 2018 and 2019 indicated that near-surface soils in the southwestern part of the basin are favorable for RIBs. Additional geologic and hydrogeologic investigations are planned for Fall 2019 to assess the infiltration capacity of deeper unsaturated zone soils, the occurrence, quality, and flow of groundwater, and the climatic variability in these areas. These assessments will be conducted through the installation of monitoring wells and a weather station.

This proposal is for the installation of a weather station and analysis of soil samples. Under this proposal, a weather station will be installed in southwest Bedell Flat to collect, store, and transmit data on air temperature, relative humidity, vapor pressure, barometric pressure, wind speed and direction, solar radiation, precipitation, lightning strike, and soil moisture. This information will be used to help predict storms for deployment of flow measurement devices in Bird Springs Drainage, the onset of melt from snow pack, infiltration of snow melt and precipitation into the soil, and evaporation due to temperature and solar radiation.

TMWA will construct ten monitoring wells in southwest Bedell Flat using the resonant sonic method to obtain high-quality lithologic information and reduce the impact to native soils. Under this proposal, approximately 10 to 20 soil samples from each borehole will be collected along the entire borehole length, focusing on the unsaturated zone. Soil samples will be collected from the borings using a split-

spoon sampler or other viable methodology, prior to monitoring well installation. Samples will be collected and prepared in the field and delivered to the Colorado State University soils lab for analyses. Soil samples will be analyzed for porosity, permeability, saturated hydraulic conductivity, and grain size distribution. This information will be used to determine the location and hydraulic properties of highly-conductive zones as well as low-conductivity zones to help estimate the storage capacity and connectivity of the unsaturated and saturated aquifers.

Deliverables

A brief technical memo describing the soil sample collection locations, conclusions drawn from the laboratory analyses, and the location and functionality of the weather station will be submitted to the WRWC and NDEP upon completion.

Estimated Project Budget

The total project costs are estimated at \$260,000 for 1) weather station purchase and installation (includes installation assistance and programming from the USGS as shown in the table below) and 2) soil sample collection and analyses (includes the construction of monitoring wells as shown in the table below). The 604(b) grant funds will cover \$40,000 of the total costs.

The cost estimate assumes no additional parts or components for the weather station, as quoted and that 10-20 soil samples will be collected and analyzed at approximately \$175/sample.

TMWA will submit invoices to WRWC for reimbursement up to \$40,000. Following this, WRWC will submit an invoice and other required documentation to the NDEP for reimbursement.

Table 1. Budget Summary

Item	Total Project	604(b) Contribution	Local Contribution
Weather Station	\$7,000	\$5,000	\$2,000
Weather Station Install (USGS)	\$3,000	\$0	\$3,000
Monitoring Well Installation	\$215,000	\$0	\$215,000
Soil Sample Lab Analyses	\$35,000	\$35,000	\$0
TOTAL	\$260,000	\$40,000	\$220,000

Attachment B
Additional Agency
Terms & Conditions
Attachment

NDEP ADDITIONAL TERMS & CONDITIONS
CONTRACT CONTROL #DEPS 20-020

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 **\$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, 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, 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.

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.