United States Environmental Protection Agency
Washington, DC 20460

Interagency Agreement/ Amendment

Part 1 - General Information

1. EPA IA Identification Number DW-75-95782301 - 4	**2. Funding Location by Region** EPA R9
3. Other Agency IA ID Number (if known) PH 10-E37 PH 11-E55 PH 12-E73	**4. Awarding Office** IASSC West
5. Type of Action Revision: Scope & Increase	**6. IA Specialist:** John Schaub 206-553-6129 Schaub.John@epa.gov

7. Name and Address of EPA Organization
US Environmental Protection Agency
IASSC West
1200 Sixth Avenue, Suite 900, OMP-145
Seattle, WA 98101

8. Name and Address of Other Agency
Indian Health Service
Division of Sanitation Facilities Construction
Phoenix Area / Two Renaissance Square 40 North Central, Suite 600
Phoenix, AZ 85004

9. DUNS: 029128894 | **10. BETC:** DISB | **11. DUNS:** 364268581 | **12. BETC:** COLL

13. Project Title and Description
Hopi Arsenic Mitigation Project, Hopi Reservation

Funding provided for this IA is for a Hydrogeologic study, construction of pumphouse and transmission line for arsenic removal, Hopi Indian Reservation, Arizona, Project No. PH 12-E73. Geotechnical investigation, drainage study, aerial survey, environmental assessment) and construction of the well pumphouse, controls, and transmission main Project No. PH 11-E55. Hydrogeologic study, conducting an aerial survey of the project area, and developing an asset management plan Project No. PH 10-E37.

This amendment adds $333,458 in EPA funding, and updates terms and conditions. The IA Specialist is changed to John Schaub.

14. EPA Project Officer (Name, Address, Telephone Number)
Bessie Lee
75 Hawthorne Street (WTR-6)
San Francisco, CA 94105
(415) 972-3776
E-Mail: Lee.Bessie@epamail.epa.gov
FAX: (415) 947-3560

15. Other Agency Project Officer (Name, Address, Telephone)
Tom Heintzman
Phoenix Area / Two Renaissance Square 40 North Central, Suite 600
Phoenix, AZ 85004
(602) 364-5056
E-Mail: Tom.Heintzman@ihs.gov
FAX:

16. Project Period: 08/01/2010 to 12/31/2015 | **17. Budget Period:** 08/01/2010 to 12/31/2015

18. Scope of Work (See Attachment)

See attached Project Summary and Memorandum of Agreement dated 9/6/2013

19. Employer/Tax ID No. 520852695 | **20. CAGE No:** 347A4 | **21. ALC:** 68-01-0727

22. Statutory Authority for Transfer of Funds and Interagency Agreement
Safe Drinking Water Act: Sec. 1450(b)

23. Other Agency Type
Federal Agency

24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)

	Previous Funding	This Action	Amended Total
Revise Reimbursable (in-house)		0	0
Direct Fund Cite (contractor)		0	0
Total			0

Funds	Previous Amount	Amount This Action	Total Amount
25. EPA Amount	$3,857,400	$275,534	$4,132,934
26. EPA In-Kind Amount			$0
27. Other Agency Amount		$0	$0
28. Other Agency In-Kind Amount			$0
29. Total Project Cost	$3,857,400	$275,534	$4,132,934

30. Fiscal Information

Treas. Symbol	DCN	FY	Appropriation	Budget Org	PRC	Object Class	Site/Project	Cost Org	Ob/De-Ob Amt
68X0103	1309W6E028	13	E3	09L1	201B81	2506	13DB		275,534
68X0103	1309W6E028	11	E3D	09L1	201B81	2506	11DB		57,924
									333,458

Part II - Approved Budget

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31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel	$360,100			$360,100
(b) Fringe Benefits	$0			$0
(c) Travel	$0			$0
(d) Equipment	$0			$0
(e) Supplies	$0			$0
(f) Procurement / Assistance	$3,228,452	$299,580		$3,528,032
(g) Construction	$0			$0
(h) Other	$268,848	$33,878		$302,726
(i) Total Direct Charges	$3,857,400	$333,458	$0	$4,190,858
(j) Indirect Costs:	$0			$0
Charged - Amount Rate: % Base: $ Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount $				
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	$3,857,400	$333,458	$0	$4,190,858

32. How was the IDC Base calculated?

33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? ☒ Yes ☐ No
(Identify all equipment costing $1,000 or more) See Administrative Terms and Conditions

34. Are any of these funds being used on Procure/Assistance agreements? ☒ Yes ☐ No

Type of Procure/Assistance Agreement Cooperative Agreement

Contractor/Recipient Name (if known)	Total Procure/Assistance Amount Under This Project	Percent Funded by EPA (if known)
PL 86-121 MOA w/Hopi Tribe	3528032 Total $ 3,528,032.00	100

Part III - Funding Methods and Billing Instructions

35.	(Note: EPA Agency Location Code (ALC) - 68010727)
☒ Disbursement Agreement	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:
☐ Repayment	☐ Monthly ☐ Quarterly ☐ Upon Completion of Work
☒ Advance	Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.
☐ Allocation Transfer-Out	Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.

36. ☐ Reimbursement Agreement ☐ Repayment ☐ Advance
☐ Allocation Transfer-In

Other Agency's Billing Address (Include ALC or Station Symbol Number)	Other Agency's Billing Instructions and Frequency

Part IV - Acceptance Conditions	EPA Identification Number DW-75-95782301 - 4

37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment.

Part V - Offer and Acceptance

Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.

Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.

B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.

EPA IA Administration Office (for administrative assistance)	EPA Program Office (for technical assistance)
38. Organization/Address U.S. Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 900, OMP-145 Seattle, WA 98101	**39. Organization/Address** US Environmental Protection Agency R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105

Award Official on Behalf of the Environment Protection Agency

40. Digital signature applied by EPA Award Official | Armina K. Nolan - Manager - Grants and Interagency Agreements Unit	Date 09/19/2013

Authorizing Official on Behalf of the Other Agency

41. Signature	Typed Name and Title	Date
[signature]	Dorothy A. Dupree, Area Director	9/19/13

EPA Form 1610-1 (Rev. 11-09) Previous editions are obsolete.

Administrative Conditions

The following terms and conditions are hereby updated:

1. **Interagency Agreement between the U .S. Environmental Protection Agency and the Indian Health Service for Tribal Drinking Water Facilities Construction**

I. ADMINISTRATIVE TERMS AND CONDITIONS

This Interagency Agreement (IA) provides for the coordination between the Environmental Protection Agency (EPA) Region 9 Drinking Water Infrastructure Grants - Tribal Set Aside (DWIG-TSA) Program and the Indian Health Service (IHS) Sanitation Facilities Construction Program. This IA applies to funds appropriated to the EPA under section 1452(i) of the Safe Drinking Water Act, which the EPA intends to transfer to the IHS under this IA.

If the actual cost of providing the facilities is less than the amount in the Project Documents, the IHS Area Office and the EPA Region, in consultation with the Tribe, will coordinate the disposition of the remaining funds. The parties may decide to increase the scope or identify another project for funding, or the IHS may return the unused funds to the EPA. Any project changes agreed to by the parties must be reflected in the IA through an amendment prior to expiration of the IA and before allocating funds to a new project, unless the IHS decides to return the funds to the EPA. If the parties cannot come to agreement, the IHS will return the funds to the EPA.

Funds transferred by EPA to the IHS under this IA may only be used in agreements authorized by Indian Sanitation Facilities Act, 42 U.S.C. 2004a.

The IHS is approved to purchase equipment in accordance with its equipment management policies. The IHS will determine that the equipment is in the best interest of the government and is necessary for the performance of the projects under this IA. Disposition of the equipment will be subject to IHS equipment management policies or as specified in the Project Documents with no further accountability to EPA.

A. Resolution of Disagreements

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at http://www.fms.treas.gov/tfm/index.html.

B. Duration of Agreement and Termination Procedures

This agreement shall continue in effect until IHS or EPA provides written notice of termination, or when a project (or projects) funded under this agreement are completed or are no longer needed for the purpose identified in the Project Documents. Any funds that are obligated up to and on the date of termination will remain obligated to the project(s) identified in this agreement. Notice shall be given to the other party at least 60 days in advance of a termination date.

As per section 4.3.2 of EPA's "Interagency Agreement Policies, Procedures, and Guidance Manual 2008" the total duration of the project period for an IA may not exceed 7 years unless
(1) there is statutory or regulatory authorization for a longer period, (2) a signed waiver from an EPA Director, Office of Grants & Debarment (OGD), or designee, granting an exception is obtained, or (3) in

the case of an allocation (appropriation) transfer, a shorter period is mandated, i.e., 5 years. This durational limitation includes both the original period of performance and any extensions. The initial determination of the appropriate length of the project period should take this limitation into account. (For example, an IA between IHS and EPA normally has a 5-year term. The IA can be extended upon approval of the parties for up to two more years for a total IA term of 7-years. An IA cannot be extended beyond the 7-year limit unless a waiver is granted by the EPA Director, Office of Grants & Debarment.) To exceed the 7-year policy limitation, a waiver request must be submitted in writing by the appropriate EPA Senior Resource Official to OGD. The OGD Director, or designee, may approve waivers on a class or individual basis because of national security concerns, circumstances of unusual or compelling urgency, unique programmatic considerations, or because the waiver would be in the public interest.

C. Sufficient Progress

EPA expressly reserves the right to terminate the IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period (as defined in Section I.B.), including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. Prior to exercising this right to terminate, EPA will follow the resolution procedures cited Section I.A.

D. Cost Collection upon Cancellation

If the EPA cancels the order, the IHS is authorized to collect costs incurred prior to cancellation of the order plus termination costs, up to the total payment amount provided for under the agreement.

E. IAs with Contracts or Procurement

The IHS will use its administrative policies and procedures including those under the Buy Indian Act provisions for direct federal acquisition, to implement and execute projects funded under this IA.

F. Fiscal and Project Reporting Requirements

The IHS will update its Sanitation Tracking and Reporting System (STARS) quarterly and provide a report in STARS that may be accessed by the EPA. The report will include at minimum, project-specific estimated expenditures and actual milestones achieved to date and will be available to the respective EPA Regional DWIG Program Coordinator and to the EPA Financial Management Center. The STARS will be updated by the 30th day following the end of a quarter, beginning with the first full reporting period after funds are received by the IHS.

G. Audit Findings

If an audit determines that any direct or indirect costs in a project funded under this IA are unallowable, the parties to this IA will be notified immediately following resolution of the audit and the IHS project account will be credited for ineligible costs.

II. PROGRAMMATIC TERMS AND CONDITIONS

A. Authority and Purpose

The activities under this IA are being executed by the EPA pursuant to the Safe Drinking Water Act section 1450 (b), 42 USC 300j-9(b) and 1452(i), 42 USC 300j-12(i). The services and facilities will be provided to the Tribe by the IHS under the Transfer Act, 42 U.S.C. 2001; Indian Sanitation Facilities Act, 42 U.S.C. 2004a; and Title III of Indian Health Care Improvement Act, as amended, 25 U.S.C. 1632.

B. EPA Responsibilities

1. The EPA Regional Office shall designate a representative to coordinate its participation in projects (Regional Program Coordinator). This representative shall formally advise the respective IHS Area Office of this designation.

2. As resources permit the EPA shall provide to the IHS and Tribes technical assistance as needed to successfully meet applicable program requirements.

3. The EPA Regional Office will ensure that the proposed projects are in accordance with the Safe Drinking Water Act, annual national guidance and the Drinking Water Infrastructure Grants Tribal Set-Aside Program Final Guidelines October 1998 and the Addendums.

4. EPA Regional Office will ensure that water collection and analysis methodologies (as applicable) are in accordance with the IHS/EPA jointly developed Quality Assurance Project Plan (QAPP).

5. EPA is responsible for any distribution within the EPA of the final technical and financial report provided to the respective EPA Regional Program Coordinator after the construction phase completion.

6. The EPA will not be a signatory on any Project Summaries or Memorandums of Agreement.

7. Where appropriate, EPA Regions shall provide comments to IHS Area Offices on the design and planning documents associated with projects funded by the IA within 30 days of receiving said documents.

8. EPA Regions shall monitor construction progress with: data from the IHS database, discussions with the IHS Area Offices and field site visits as necessary to ensure the level of expended funds is reasonable given the reported milestone dates. The EPA will consult with the IHS Area Office quarterly to discuss project status.

9. The EPA Regions will participate in the final project inspection, as deemed necessary and resources permitting. At project completion, the EPA Region will review the final technical and financial reports provided by the IHS Area Office and will initiate the necessary EPA close -out process.

10. The EPA Regions will acknowledge and respond to IHS Area invitations to participate in project activities within 10 days of receipt.

C. **IHS Responsibilities**

1. The IHS shall implement and execute projects funded under this IA using its administrative policies and procedures as described in the Indian Health Manual, Part 5, Chapter 2, Memorandum of Agreement.

2. Project Documents (Project Summary/ Memorandum of Agreement or Arrangements as described in 42 U.S.C. 2004a) will be developed by the IHS Area Office, in consultation with the respective Tribes and respective EPA Regional Office.

3. Unless otherwise stipulated in the project documents, the IHS shall be the lead agency in assuring compliance with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), and other applicable Federal requirements only if the EPA funds are deposited in the IHS financial system (UFMS).

4. Quarterly progress reports will be available to EPA through the IHS STARS system as stated in I.F., Fiscal and Project Reporting Requirements. Should the need arise and if the agencies mutually agree, the report may be supplemented.

5. The EPA Regional Office shall be formally notified of and invited to participate in the conceptual design meeting, the final plans and specification review, and the final inspections for projects in which EPA funds are utilized. IHS shall notify the EPA at least 30 business days prior to these events to allow

optimal participation. Notification will be by e-mail.

6. As applicable, upon completion of each project under this IA, all rights title and interest to the provided sanitation facilities shall be transferred to the Tribe or to a responsible entity identified by the Tribe in accordance with the Project Documents. Each respective IHS Area Office shall make such arrangements as they determine necessary for the ownership and operation and maintenance of the completed facilities.

7. For each project funded under this IA, a final technical and financial report shall be provided no later than 365 days after construction phase completion to the respective EPA Regional Program Coordinator. Electronic copies of the report shall be provided to the EPA representatives identified above in Fiscal Reporting Requirements.

8. The water sampling umbrella Water Sample Collection and Analysis Quality Assurance Project Plan (QAPP) for Tribal Drinking Water and Wastewater Infrastructure Projects, developed jointly between EPA and IHS, will be implemented by IHS as applicable.

9. For an EPA funded project for a pilot water treatment study or for a specific hydraulic network model calibration, the IHS will prepare an individual project specific Quality Assurance Project Plan (QAPP) in accordance with EPA Guidance for Quality Assurance Project Plans (QA/G-5) (EPA 2001) which can be found at http://www.epa.gov/QUALITY/qs-docs/r5-final.pdf. The QAPP must be submitted for review and approval by the EPA OW QA Officer through the EPA IA Project Officer, who must approve the Quality Assurance procedures or standards in writing. EPA will have 60 calendar days to approve the QAPP submitted by IHS, after that time the QAPP will be considered final.

10. **Restrictions on FY 13 Funding for Corporations with Unpaid Federal Tax Liabilities and Felony Convictions**

This interagency agreement (IA) obligates and transfers or advances EPA funds appropriated under Public Law 113-6 (Department of Defense, Military Construction and Veterans Affairs, and Full-Year Continuing Appropriations Act, 2013) and Public Law 112-175 (Continuing Appropriations Resolution, 2013). As a result, this IA is subject to the provisions contained in the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012, Public Law 112-74, Division E, Title IV, Sections 433 and 434, regarding unpaid federal tax liabilities and federal felony convictions.

The IHS is also subject to the provisions of Division E, Sections 433 and 434 of the FY12 Appropriations Act, regarding federal felony convictions and unpaid federal tax liabilities, in accordance with Department of Health & Human Services Acquisition Policy Number 2012-03. IHS will forward to the EPA Award Official, within 45 days, any documentation supporting an award where a written determination was made by the agency debarring and suspending official that suspension or debarment was considered but is not necessary to protect the interests of the Government.

Programmatic Conditions

See above.

END OF DOCUMENT