

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

LOCATION: Capitol Building
The Guinn Room
101 N. Carson Street
Carson City, Nevada

DATE AND TIME: February 14, 2012 @ 10:00 a.m.

Below is an agenda of all items to be considered. **Action will be taken on items preceded by an asterisk (*).** Items on the agenda may be taken out of the order presented, items may be combined for consideration by the public body, and items may be pulled or removed from the agenda at any time at the discretion of the Chairperson.

AGENDA

1. **PUBLIC COMMENTS**
- *2. **FOR POSSIBLE ACTION – APPROVAL OF THE JANUARY 10, 2012 BOARD OF EXAMINERS’ MEETING MINUTES**
- *3. **FOR POSSIBLE ACTION – AUTHORITY TO PAY MINING CLAIM REFUNDS**

A. Department of Taxation – \$588,830

Pursuant to Senate Bill 493, Section 16.7 of the 2011 Legislature, the Department of Taxation must submit mining claim refund requests to the Board of Examiners for approval. The Department is requesting authority to pay 50 refund requests totaling \$588,830.

***4. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A FORMER EMPLOYEE**

A. Department of Transportation – Administration

1. One individual formerly employed by the Department of Wildlife. The contract work pertains to water quality monitoring, sampling and reporting. The department's existing staff are committed to other projects/job duties.
2. One individual formerly employed by Department of Conservation and Natural Resources, Environmental Protection Division. The contract work pertains to water quality monitoring, sampling and reporting. The department's existing staff are committed to other projects/job duties.
3. One individual formerly employed by the Department of Transportation. The contract work pertains to the acquisition, relocation, and property management services for project NEON, which undertakes I-15 improvements from Sahara to the Spaghetti Bowl in Clark County. The department indicates that current workload is such that they cannot respond to this large of a project and keep other priority projects on task.

B. Department of Health and Human Services – Health Division

Pursuant to Assembly Bill 240, Section 1 of the 2011 Legislature, the Department of Health and Human Services – Health Division requests Board of Examiner's approval to use a temporary services contract to employ a former employee. This employee will chair a working group to study the Early Intervention Services caseload projection methodology and budget projection methodology. The term of the contract for these services is based upon approval and will carry through June 30, 2012.

***5. FOR POSSIBLE ACTION – APPROVAL TO ACCEPT A DONATION OF LAND ON BEHALF OF THE NEVADA DEPARTMENT OF WILDLIFE**

A. Department of Conservation and Natural Resources – Division of State Lands

Pursuant to NRS 321.001 and NRS 353.335, the Nevada Division of State Lands (NDSL) is requesting approval, on behalf of the Nevada Department of Wildlife to accept a donation of two parcels of land from the National Fish and Wildlife Foundation (NFWF).

***6. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASE**

Pursuant to NRS 334.010, no automobile may be purchased by any department, office, bureau, officer or employee of the State without prior written consent of the State Board of Examiners.

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Public Works Division – Buildings and Grounds	3	\$6,401
Department of Business and Industry – Industrial Relations	1	\$26,890
Total:		\$33,291

***7. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL**

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of additions in the following Chapter: **0200 – Travel.**

***8. FOR POSSIBLE ACTION – LEASES**

BOE #	LESSEE	LESSOR	AMOUNT
1.	Office of the Attorney General – Bureau of Consumer Protection	Ufigurito, LLC	\$331,200
	Lease Description: This is a relocation lease to house the Office of the Attorney General, Bureau of Consumer Protection. Term of Lease: 04/01/2012 – 03/31/2017		
2.	Department of Health and Human Services – Mental Health and Developmental Services, Substance Abuse Prevention and Treatment Agency (SAPTA)	JS Park Sahara, LLC	\$51,725
	Lease Description: This is an extension of an existing lease for relocation to house the Department of Health and Human Services, Mental Health and Developmental Services, SAPTA. For a total savings of \$54,436.32 during the lease term. Term of Lease: 03/01/2012 – 02/29/2016		
3.	Department of Health and Human Services – Mental Health and Developmental Services – Rural Services	Darrell D. Adams & Judith Adams	\$61,200
	Lease Description: This is an extension of an existing lease which has been negotiated to house the Department of Health and Human Services, Mental Health and Developmental Services, Rural Services. A savings of \$878.76 over the term of the lease. Term of Lease: 03/01/2012 – 02/28/2015		
4.	Department of Health and Human Services – Mental Health and Developmental Services – Southern Nevada Adult Mental Health Services	Copper Creek Enterprise, LLC	\$324,318
	Lease Description: This is an extension of an existing lease which has been negotiated to house the Department of Health and Human Services, Mental Health and Developmental Services, Southern Nevada Adult Mental Health Services. The total saving for the five years is \$48,253.44. Term of Lease: 02/01/2012 – 01/31/2017		

***9. FOR POSSIBLE ACTION – CONTRACTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	011	GOVERNOR'S OFFICE - STATE ENERGY OFFICE - ENERGY CONSERVATION	AINSWORTH ASSOCIATES MECHANICAL ENGINEERS	FEDERAL	(\$40,576)	PROFESSIONAL SERVICE
	Contract Description:	This is the first amendment to the original contract, which provides professional architectural/engineering services for the HVAC energy conservation upgrades - ARRA Projects (North), SPWD Project No. 10-A015, SPWB Contract No. 5306. This amendment decreases the maximum amount from \$100,000 to \$59,424 as no additional design work will be required for this project.				
		Term of Contract:	06/08/2010 - 04/30/2012	Contract # 10934		
2.	030	ATTORNEY GENERAL'S OFFICE - CONSUMER ADVOCATE	LA CAPRA ASSOCIATES, INC.	FEE: REGULATORY ASSESSMENTS	\$150,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional services (economists) as an expert witness to the Bureau of Consumer Protection (BCP) in matters before the Nevada Public Utilities Commission that may have a potential impact on Nevada's utilities consumers. The experts provide technical expertise and full litigation support on electric and gas cost of service and rate design on issues with mixed rate design and revenue requirement implications such as jurisdictional allocation, the cost basis for tarified charges (e.g., disconnection, service establishment and returned checks), as well as, analysis of weather normalization, cost causation, allocated costs modeling, development of revenue targets, and the design of rates, including developing rates to meet revenue targets, ratemaking policies regarding decoupling sales and revenues, and policy and quantification of line extension allowances together with appropriate Federal Energy Regulatory Commission (FERC) guidelines and practices.				
		Term of Contract:	02/14/2012 - 02/13/2016	Contract # 12966		
3.	030	ATTORNEY GENERAL'S OFFICE-Non-Exec	ROBISON, BELAUSTEGUI, SHARP &	OTHER: STATUTORY CONTINGENCY FUND	\$30,000	PROFESSIONAL SERVICE
	Contract Description:	This is the fifth amendment to the original contract, which provides expert legal services for the defense of the Nevada System of Higher Education in the Teri Patraw litigation cases (Case Nos. CV07-02585 and CV08-00826) and necessary and incidental legal services pertaining thereto. This amendment increases the maximum amount from \$360,000 to \$390,000 and extends the termination date from June 30, 2012 to June 30, 2013 due to continued case activity.				
		Term of Contract:	03/31/2009 - 06/30/2013	Contract # CONV6167		
4.	080	DEPARTMENT OF ADMINISTRATION - BUDGET AND PLANNING	JFA ASSOCIATES	GENERAL	\$88,910	
	Contract Description:	This is a new contract to provide ongoing projections for prison populations, parole and probation, residential confinement and caseloads for the Parole Board at specific intervals to coordinate with various phases of the state's budget process.				
		Term of Contract:	Upon Approval - 02/14/2014	Contract # 12993		
5.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	FAAD JANITORIAL, INC.	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	\$14,962	
	Contract Description:	This is the third amendment to the original contract, which provides janitorial services for multiple State buildings in Reno and Carson City. This amendment will change the Scope of Work from three-day a week janitorial services and two-day a week Day Porter Services to five-day a week janitorial services at the Nevada Early Intervention Services building, 2667 Enterprise Road, Reno. This amendment increases the maximum amount from \$752,102.49 to \$767,064.33 due to the federal janitorial requirements for the federal programs conducted in this building.				
		Term of Contract:	08/01/2010 - 07/31/2014	Contract # 11241		

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6.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	GEN TECH OF NEVADA INC	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	\$15,000	
	Contract Description:	This is the first amendment to the original contract, which provides ongoing service, inspections, maintenance and repairs as needed to all automatic transfer switches and to the generators and fire pumps at the Grant Sawyer Building, located at 555 E. Washington and the Campos Building, located at 215 E. Bonanza in Las Vegas, Nevada. This amendment increases the maximum amount from \$9,755.78 to \$24,755.78 due to the expense of major repairs on generators and fire pumps. This amendment does not change the scope of work or rates.				
		Term of Contract:	10/21/2011 - 10/31/2013	Contract # 12684		
7.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	PRO CUT LLC	FEE: BUILDINGS AND GROUND BUILDING RENT INCOME FEES	\$50,000	
	Contract Description:	This is a new contract to provide ongoing specialized concrete services for various state buildings in the Las Vegas area, on an as needed basis and at the request and approval of a Buildings and Grounds designee.				
		Term of Contract:	Upon Approval - 01/09/2016	Contract # 12890		
8.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	WESTERN STATES DOOR CONTROLS	FEE: BUILDINGS AND GROUNDS, BUILDING RENT INCOME FUNDS	\$30,000	
	Contract Description:	This is a new contract to provide ongoing repairs of automatic and manual door controls and related hardware for various state buildings in the Las Vegas area, on an as needed basis and at the request and approval of a Buildings and Grounds designee.				
		Term of Contract:	04/01/2012 - 03/31/2016	Contract # 12962		
9.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS - MARLETTE LAKE WATER SYS-Non-Exec	BLACK & VEATCH CORPORATION	BONDS: BONDS	\$47,076	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide ongoing professional miscellaneous project management and engineering services for the Sawmill Canyon Pipeline Project, Marlette-Hobart Water system; project no. 11-A010; Contract No. 15362.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 12891		
10.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - HHS CIP PROJECTS-NON-EXEC	AINSWORTH ASSOCIATES	BONDS: PROCEEDS FROM SALE OF BONDS	\$52,953	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the HVAC Renovation - Northern Nevada Adult Mental Health Services buildings 1, 2 and 5; Project No. 11-M26, Contract No. 15963.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 12973		

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11.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - MILITARY 05 CIP PROJECTS - NVARNG-Non-Exec	CONSULTING SERVICES ASSOC INC	OTHER: AGENCY	\$74,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional architectural/engineering services to design Three Separate Wash Racks, Nevada Army National Guard, Statewide; Project No. 12-A003; Contract No. 20534.				
		Term of Contract:	Upon Approval - 06/30/2016	Contract # 13011		
12.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - DEPT OF ADMIN 2011 STATEWIDE CIP-NON-EXEC	CROOK, RAY DBA RPC ROOF CONSULTING SERVICES	HIGHWAY	\$16,980	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide ongoing professional architectural/engineering roof consulting services for the Department of Motor Vehicles' Warehouse and Computer Facilities; Project No. 11-S01H(2); contract No. 15901.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 12970		
13.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - DEPT OF ADMIN 2011 STATEWIDE CIP-NON-EXEC	CROOK, RAY DBA RPC ROOF CONSULTING SERVICES	BONDS: PROCEEDS FROM SALE OF BONDS	\$19,980	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Florence McClure Women's Correctional Center, Re-Roof Design Phase One; Project No. 11-S01; Contract No. 19255.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 12991		
14.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS DEPT OF ADMIN 2011 STATEWIDE CIP-NON-EXEC	FRAME ARCHITECTURE INC	BONDS: GENERAL OBLIGATIONS BONDS IN ACCORDANCE WITH 2011 SB 504	\$24,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Florence McClure Women's Correctional Center; Re-roof Design Phase One; Project No. 11-S01(5); Contract No. 19014.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 12994		
15.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS DEPT OF ADMIN 2011 STATEWIDE CIP-NON-EXEC	FRAME ARCHITECTURE, INC.	BONDS: PROCEEDS FROM SALE OF BONDS	\$13,500	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Reroof of the Mason Valley Wildlife Housing Units; Project No. 11-S01(1); Contract No. 19282.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 12997		

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16.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - CNR & AGRICULTURE MAINT PROJECTS-NON-EXEC	PURCELL KROB ELECTRICAL PROF PK ELECTRICAL, INC.	BONDS: PROCEEDS FROM SALE OF BONDS	\$89,200	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Reno Wildlife Headquarters - Install Electrical and Sprinkler Systems; Project No. 11-M01; Contract No. 18846.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 12981		
17.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION All Budget Accounts	APPLIED ENGINEERING CONSULTANT	OTHER: VARIES DEPENDING UPON THE PROJECT REQUIRING SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide ongoing materials testing and inspection services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWD Contract No. 16987.				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 12992		
18.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION All Budget Accounts	DAVID BRANTLEY PE PC	OTHER: AGENCY FUNDS - ARRA FUNDING THROUGH THE STATE ENERGY OFFICE	(\$38,640)	PROFESSIONAL SERVICE
	Contract Description:	This is the first amendment to the original contract, which provides professional electrical engineering services to the State Energy Office / Buildings and Grounds for various lighting retrofits projects around the state as needed. These projects are managed by the SPWD, but funded with American Recovery and Reinvestment Act (ARRA) grant funds passed through the State Energy Office: SPWD CIP Project No. 10-A002(B); Contract No. 5123. This amendment decreases the maximum amount from \$100,000 to \$61,360 and effectively closes the contract due to the fact that the firm is no longer in business.				
		Term of Contract:	02/09/2010 - 06/30/2014	Contract # 10480		
19.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	JENNIE-O TURKEY STORE	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$500,000	
	Contract Description:	This is the second amendment to the original contract, which authorizes the Food Distribution Program to use USDA commodities as ingredients to produce breakfast and lunch products for the National School Lunch Program. This amendment increases the authority from \$1,000,000 to \$1,500,000.00 due to an increased volume of product sales.				
		Term of Contract:	07/01/2009 - 06/30/2012	Contract # CONV6473		

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20.	101	COMMISSION ON TOURISM - TOURISM DEVELOPMENT FUND	AVIAREPS TOURISM GMBH	OTHER: LODGING TAX	\$150,000	
	Contract Description:	This is the second amendment to the original contract, which provides international representation for the Nevada Commission on Tourism in Germany. This amendment extends the termination date from June 30, 2012 to June 30, 2013 and increases the maximum amount from \$120,000 to \$270,000 to extend German representation for another year and adds representation in France. Service in both countries will include market briefing, media relations, development and maintenance of a foreign website, sales missions, organizing familiarization tours, expanding tour products to tour operators, media planning and buying, developing foreign brochures, marketing and promotions, regular communication, and quarterly progress reports covering activities and accomplishments.				
	Term of Contract:	07/13/2010 - 06/30/2013	Contract # 11290			
21.	101	COMMISSION ON TOURISM - TOURISM DEVELOPMENT FUND	GATE 7 PTY LTD	OTHER: LODGING TAX	\$90,000	
	Contract Description:	This is a new contract to provide international representation for the Nevada Commission on Tourism in Australia. The services will include market briefing, media relations, development and maintenance of a foreign website, sales missions, organizing familiarization tours, expanding tour products to tour operators, media planning and buying, developing foreign brochures, marketing and promotions, regular communication, and quarterly progress reports covering activities and accomplishments.				
	Term of Contract:	Upon Approval - 06/30/2013	Contract # 13013			
22.	101	COMMISSION ON TOURISM - TOURISM DEVELOPMENT FUND	INTERAMERICAN NETWORK	OTHER: LODGING TAX	\$90,000	
	Contract Description:	This is a new contract to provide international representation for the Nevada Commission on Tourism in Brazil. The services will include market briefing, media relations, development and maintenance of a foreign website, sales missions, organizing familiarization tours, expanding tour products to tour operators, media planning and buying, developing foreign brochures, marketing and promotions, regular communication, and quarterly progress reports covering activities and accomplishments.				
	Term of Contract:	Upon Approval - 06/30/2013	Contract # 13014			
23.	101	COMMISSION ON TOURISM - TOURISM DEVELOPMENT FUND	TAMS INC. (CONNECT-WORLDWIDE KOREA)	OTHER: LODGING TAX	\$90,000	
	Contract Description:	This is a new contract to provide international representation for the Nevada Commission on Tourism in South Korea. The services will include market briefing, media relations, development and maintenance of a foreign website, sales missions, organizing familiarization tours, expanding tour products to tour operators, media planning and buying, developing foreign brochures, marketing and promotions, regular communication, and quarterly progress reports covering activities and accomplishments.				
	Term of Contract:	Upon Approval - 06/30/2013	Contract # 13015			
24.	150	COMMISSION ON ETHICS	JMB CONSULTING, LLC	OTHER: CONTINGENCY FUND	\$65,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide temporary legal assistance to write current and backlogged opinions, recommend opinions to be included as annotations to NRS Chapter 281A and compile written suggestions for modifications to Commission's current practices and policies.				
	Term of Contract:	01/30/2012 - 06/30/2012	Contract # 13036			

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25.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - NETWORK TRANSPORT SERVICES	ENERSYS DELAWARE, INC.	FEE: CHANNEL RENT	\$256,644	EXEMPT
	Contract Description:	This is a new contract to provide/replace volt rectifiers at 11 Mountain top sites throughout Nevada and St. George Utah. This is phase 1 of future planned projects to remove and replace 48 volt rectifiers as well as some 12 volt rectifiers due to end of life usefulness.				
		Term of Contract:	02/14/2012 - 06/30/2012	Contract # 12952		
26.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - NETWORK TRANSPORT SERVICES	FEDERAL BUREAU OF INVESTIGATION SOUTHWEST COMMAND COLLEGE	OTHER: REVENUE	\$67,988	
	Contract Description:	This is a new revenue contract that provides for ongoing rack space and microwave channel rent at Prospect Peak, Cave Mountain, Montezuma Mountain and Sober Peak.				
		Term of Contract:	07/01/2011 - 06/30/2015	Contract # 12919		
27.	185	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - DATA COMMUNICATIONS & NETWORK ENGINEERING	ZAYO BANDWIDTH, LLC	FEE: USER FEES	\$39,170	
	Contract Description:	This is the fourth amendment to the original contract, which provides Internet Services for 200 South Virginia Street in Reno. This amendment increases the maximum amount from \$196,360.00 to \$235,530.01 to ensure coverage of services through the contract term.				
		Term of Contract:	06/10/2008 - 06/30/2012	Contract # CONV5352		
28.	300	DEPARTMENT OF EDUCATION - OTHER STATE EDUCATION PROGRAMS	WEXFORD, INC.	GENERAL	\$150,000	
	Contract Description:	This is a new contract to provide program evaluation services of the state funded educational technology grants including: review and finalize performance measures; develop a data collection, timeline, and management plan; collect demographic and student achievement baseline data; conduct visits; report progress; and build and maintain web portal.				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13012		
29.	300	DEPARTMENT OF EDUCATION - INDIVIDUALS WITH DISABILITIES ACT (IDEA)	CAFFARELLA & CAFFARELLA, INC.	FEDERAL	\$70,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide the implementation of the evaluation plan specified in the federally awarded State Personnel Development Grant. The grant which has been awarded by the US Department of Education, to the Nevada Department of Education to provide professional development for teachers, administrators, parents, and policy makers, to increase the performance of students with disabilities. The comprehensive evaluation plan that is being implemented includes collection and analysis of data to ensure that the project design is helping the state to reach the desire outcomes specified in the grant.				
		Term of Contract:	Upon Approval - 11/30/2013	Contract # 12984		

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30.	300	DEPARTMENT OF EDUCATION - INDIVIDUALS WITH DISABILITIES ACT (IDEA)	HALL, GENE E	FEDERAL	\$70,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to continue to implement the goals and objectives specified in the federally awarded State Personnel Development Grant. The grant has been awarded by the US Department of Education, to the Nevada Department of Education, to provide professional development for teachers, administrators, parents, and policy makers, to increase the performance of students with disabilities. The project design specifies that training and technical assistance will be provided by this external consultant to help administrators and teachers implement and sustain innovations that will improve instruction and support school reform.				
	Term of Contract:	Upon Approval - 11/30/2013	Contract # 12985			
31.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING SERVICES - SENIOR RX AND DISABILITY RX	UNITED HEALTHCARE INSURANCE COMPANY	OTHER: TOBACCO SETTLEMENT	\$400,000	EXEMPT
	Contract Description:	This is the fourth amendment to the original contract for Nevada's two-part State Pharmaceutical Assistance Program (SPAP), known as Senior Rx and Disability Rx, is authorized by the State Legislature to subsidize the monthly premium on behalf of eligible members who are enrolled in Medicare Part D prescription drug plans and Medicare Advantage plans with prescription drug benefits. This amendment increases the maximum dollar from \$1,200,000 to \$1,600,000; due to an increase in enrollees for Medicare Part D program.				
	Term of Contract:	01/01/2006 - 12/31/2013	Contract # CONV6827			
32.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	CLARK COUNTY	OTHER: INTER-GOVERNMENTAL TRANSFER (IGT)	\$40,000,000	
	Contract Description:	This is a new contract to receive Inter-Governmental Transfer (IGT) funds from Clark County for the voluntary contributions which is calculated based on the inpatient, outpatient, and Graduate Medical Education (GME) hospital services for the non-state governmentally owned and operated hospital.				
	Term of Contract:	07/01/2011 - 06/30/2013	Contract # 12865			
33.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	AMERIGROUP NEVADA, INC.	GENERAL 44% FEDERAL 56%	\$266,210,718	
	Contract Description:	This is the eighth amendment to the original contract that provides managed health services to qualified Medicaid and Children's Health Insurance Program (CHIPRA) recipients. This amendment extends the contract term from June 30, 2012 to June 30, 2013 and increases contract authority from \$495,554,329.59 to \$761,765,047.54.				
	Term of Contract:	02/01/2009 - 06/30/2013	Contract # 10160			

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34.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	DEPARTMENT OF CORRECTIONS	GENERAL	\$1,575,000	
	Contract Description:	This is a new interlocal agreement between the Division of Health Care Financing and Policy (DHCFP), the Division of Welfare and Supportive Services (DWSS), and the Department of Corrections to provide medical benefits to incarcerated individuals eligible to receive Medicaid pursuant to Title XIX of the Social Security Act. This interlocal will authorize DHCFP and DWSS to provide the administrative services necessary to implement the program of medical assistance to incarcerated individuals who meet financial and medical eligibility criteria, and for the Department of Corrections to provide the non-federal share to DHCFP for medical and Medicaid administrative costs as a result of this medical assistance program.				
	Term of Contract:	11/01/2011 - 09/30/2016	Contract # 12968			
35.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - BIOSTATISTICS AND EPIDEMIOLOGY	UNR OFFICE OF SPONSORED PROJECTS	FEDERAL	\$301,951	
	Contract Description:	This is a new interlocal agreement to conduct state-based telephone surveys for the Behavioral Risk Factor Surveillance System (BRFSS). These Nevada specific surveys collect data on individual risk behaviors and preventable health practices related to the leading causes of mortality and morbidity in the United States				
	Term of Contract:	01/01/2012 - 02/28/2013	Contract # 12889			
36.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	BOARD OF REGENTS-UNR	FEDERAL	\$22,084	
	Contract Description:	This is the first amendment to the original interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices. This amendment increases the maximum amount from \$76,723 to \$98,807, revises consideration language and adds Attachment B - Project Plan due to the approval of the State Plan by USDA.				
	Term of Contract:	10/01/2011 - 09/30/2012	Contract # 12462			
37.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	HELP OF SOUTHERN NEVADA	OTHER: VENDOR COST SHARE 55% FEDERAL 45%	\$79,008	
	Contract Description:	This is the first amendment to the original contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP), for a Community Partner Interviewers Demonstration Project. Through a waiver from the U.S. Department of Agriculture (USDA), certain community partners can conduct initial SNAP interviews. This allows DWSS to reach populations that would otherwise be difficult to reach and saves state time and resources. This amendment increases the maximum amount from \$394,874 to \$473,882, revises consideration language and adds Attachment E - Project Plan due to the approval of the State Plan by USDA.				
	Term of Contract:	10/01/2011 - 09/30/2012	Contract # 12480			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
38.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	IBM CORPORATION	GENERAL 10% FEDERAL 90%	\$656,332	
	Contract Description:	This is a new contract to provide services and support for the migration of the integrated Child Support Enforcement/Eligibility and Payments System (NOMADS) from IBM's Cross System Product (CSP) application to IBM's Enterprise Generation Language (EGL) technology. NOMADS is critical to deliver numerous financial benefits to DWSS clients. CSP has not been supported by IBM for many years and causes undue complications with each new version of mainframe operating system upgrade undertaken. In the event of a failure related to CSP, there will be no vendor support to recover the application. EGL is a high level, modern business oriented programming language designed to be platform independent. As part of the legislatively approved Health Care Reform (HIX) initiative, this conversion is intended to help extend the useful life of NOMADS and transform NOMADS to a database of record.				
	Term of Contract:	Upon Approval - 12/31/2012	Contract # 12871			
39.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	THREE SQUARE	OTHER: VENDOR SHARE COSTS 55% FEDERAL 45%	(\$44,258)	
	Contract Description:	This is the first amendment to the original contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion. This amendment decreases the maximum amount from \$452,043 to \$407,785, revises consideration language and adds Attachment C - Project Plan due to the approval of the State Plan by USDA.				
	Term of Contract:	10/01/2011 - 09/30/2012	Contract # 12484			
40.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD ASSISTANCE AND DEVELOPMENT	NEVADA STATE HEALTH DIVISION	FEDERAL	(\$42,806)	
	Contract Description:	This is the first amendment to the original interlocal agreement, which provides training to child care providers in Washoe County about including children with disabilities in their child care settings through either formal training at Truckee Meadows Community College (TMCC) or informal on-site assistance that is provided by early intervention consultants. Nevada Early Intervention Services (NEIS) provides comprehensive evaluations, intervention, services, and support to families in Northeast Nevada with children between the ages of birth to three years who meet Nevada's eligibility requirements for developmental delay. This amendment revises consideration language to include the phrase "or the annual approved budget, whichever is less", decreases the maximum amount from \$1,092,140 to \$1,049,334 and adds Attachment C - Budget.				
	Term of Contract:	07/01/2009 - 06/30/2013	Contract # CONV6380			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
41.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	STAFF CARE, INC.	GENERAL	\$2,000,000	
	Contract Description:	This is a new contract to provide ongoing locum tenens services to Southern Nevada Adult Mental Health Services, pursuant to NRS 433.344 and NRS 436.123 and the Joint Commission requirements.				
		Term of Contract:	Upon Approval - 12/31/2013	Contract # 12918		
42.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	STAFF CARE, INC.	GENERAL	\$680,760	SOLE SOURCE
	Contract Description:	This is a new contract which will provide ongoing locum tenens services to Northern Nevada Adult Mental Health Services (NNAMHS), pursuant to NRS 433.344, NRS 436.123 and Joint Commission requirements.				
		Term of Contract:	01/10/2012 - 12/31/2012	Contract # 12820		
43.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - RURAL REGIONAL CENTER	COUNTY OF ELKO	OTHER: REVENUE FROM COUNTY	\$45,566	
	Contract Description:	This is a new revenue contract to provide services to children with developmental disabilities and the County to reimburse Division of Mental Health and Developmental Services the non-federal share of funding as payment for services.				
		Term of Contract:	07/01/2011 - 06/30/2013	Contract # 12974		
44.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - ADMINISTRATION	ALAMO MANAGEMENT GROUP, INC.	FEDERAL	\$23,000	
	Contract Description:	This is a new contract to provide ongoing investigations training to Division of Mental Health and Developmental Services' 85 statewide investigators.				
		Term of Contract:	04/02/2012 - 04/12/2012	Contract # 12972		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
45.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - ADMINISTRATION	NEVADA SYSTEM OF HIGHER EDUCATION	GENERAL	\$1,620,586	EXEMPT
		Contract Description:	This is a new contract to provide ongoing postgraduate psychiatric residency services and training for University of Nevada School of Medicine residents at the Northern and Southern Nevada Mental Health Services facilities in Sparks and Las Vegas.			
		Term of Contract:	07/01/2011 - 06/30/2013	Contract # 12509		
46.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SIERRA REGIONAL CENTER	COUNTY OF WASHOE	OTHER: REVENUE FROM COUNTY	\$3,173,949	
		Contract Description:	This is a new revenue contract to provide services to children with developmental disabilities and the County to reimburse Division of Mental Health and Developmental Services the non-federal share of funding as payment for services.			
		Term of Contract:	07/01/2011 - 06/30/2013	Contract # 12887		
47.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	BLUESCOPE CONSTRUCTION, INC.	FEDERAL	\$52,278	
		Contract Description:	This is a new contract to design, engineer, assemble, construct and warranty a new enclosure to the existing B-19 pole barn 3-sided Butler Building with the same materials and methods as existing construction to include insulated overhead coiling doors, man doors, windows and electricity at the B-19 Range at the Fallon Naval Air Station.			
		Term of Contract:	Upon Approval - 07/10/2012	Contract # 12906		
48.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	HERSHENOW & KLIPPENSTEIN	FEDERAL	\$14,510	
		Contract Description:	This is a new contract to design plans for a new classroom and laundry facility. The Stead Training Center has seen an increase in student attendance in the recent years and will need additional structures to support this increase. The National Guard Bureau has specific requirements for the classroom environment and laundry facilities in relation to the number of students.			
		Term of Contract:	Upon Approval - 04/30/2012	Contract # 12978		
49.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	HERSHENOW & KLIPPENSTEIN	FEDERAL	\$22,650	
		Contract Description:	This is new contract to provide design documents to alter the existing laundry facilities to incorporate additional equipment. These documents will illustrate the additional electrical and plumbing required to support the increase in equipment.			
		Term of Contract:	Upon Approval - 02/14/2013	Contract # 12979		
50.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	NEVADA POWER COMPANY	FEDERAL	\$33,240	
		Contract Description:	This is a new contract for electrical work on an Engagement Skills Training Facility at the Floyd Edsall Training Center. NV Energy will provide and install primary conductors from various NV Energy electrical vaults located underground. This includes the utility to provide all cable, a pad-mounted transformer and a meter.			
		Term of Contract:	01/10/2012 - 05/07/2012	Contract # 12976		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
51.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	OTIS ELEVATOR CO DBA NEVADA ELEVATOR COMPANY	GENERAL 25% FEDERAL 75%	\$18,046	
	Contract Description:	This is a new contract to provide annual inspections and monthly lubrication services for multiple elevators for the agency as required by NRS and NAC.				
		Term of Contract:	Upon Approval - 12/12/2015	Contract # 13006		
52.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	PURCELL KROB ELECTRICAL PROFESIONAL PK ELECTRICAL, INC.	FEDERAL	\$27,400	
	Contract Description:	This is a new contract to provide the design documents for multiple options for utilizing a photovoltaic generator system to provide hot water systems. This will reduce the natural gas consumption and monitor the HVAC system using Delta controls.				
		Term of Contract:	Upon Approval - 06/14/2012	Contract # 13004		
53.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	RENO CONCRETE, INC.	FEDERAL	\$26,100	
	Contract Description:	This is a new contract to establish a foundation for a new tent structure at the Stead Training Facility. This tent structure will be used as a shelter, storage, and provide protection for training equipment. This concrete foundation will support this tent and the items that will be stored inside.				
		Term of Contract:	Upon Approval - 06/14/2012	Contract # 13003		
54.	440	DEPARTMENT OF CORRECTIONS - DIRECTOR'S OFFICE	K-9 SWEEPS, LLC	GENERAL	\$14,950	
	Contract Description:	This is a new contract to provide emergency pest eradication services at Casa Grande Transitional Housing facility.				
		Term of Contract:	12/28/2011 - 12/31/2012	Contract # 12965		
55.	702	DEPARTMENT OF WILDLIFE - DIVERSITY	SWCA, INC.	GENERAL 25% FEDERAL 75%	\$22,474	PROFESSIONAL SERVICE
	Contract Description:	This is an amendment to the original contract for surveying and monitoring an endangered species of bird in support of recovery actions to ultimately de-list the species. This amendment extends the termination date from March 1, 2012 to April 1, 2013 and increases the maximum amount from \$44,948 to \$67,422 to allow for additional data to be gathered and more birds to be banded and tracked to continue efforts at de-listing.				
		Term of Contract:	04/13/2010 - 04/01/2013	Contract # 10706		
56.	704	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - PARKS - STATE PARKS	DOUGLAS COUNTY PARKS&REC DEPT	GENERAL	\$18,462	
	Contract Description:	This is a new interlocal agreement to transfer funds to Douglas County Parks and Recreation for the operation of Dangberg Ranch. The transfers were approved by the 2011 Legislature.				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 12998		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
57.	705	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - WATER RESOURCES - USGS CO-OP-Non-Exec	U. S. GEOLOGICAL SURVEY	OTHER: BASIN FUNDS 17.69% AND PASS THROUGH FUNDS 32.31% FEDERAL 50%	\$640,376	
	Contract Description:	This is a new cooperative agreement to provide ongoing monitoring programs of water resources in Southern and Eastern Nevada.				
		Term of Contract:	10/01/2011 - 09/30/2012	Contract # 12944		
58.	706	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY	DAVEY RESOURCE GROUP, A DIVISION OF THE DAVEY TREE EXPERT COMPANY	FEDERAL	\$420,000	
	Contract Description:	This is a new contract to conduct a tree inventory of public trees in the built-up areas of Clark County, NV. The tree inventory will pertain to publicly-maintained trees in designated public facilities and streetscape areas.				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 12851		
59.	706	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY	FLIGHT CHECK LIMITED	FEDERAL	\$15,300	
	Contract Description:	This is a new contract to provide ongoing onsite training, both ground and flight, to pilots flying Nevada Division of Forestry's Bell UH-1H series helicopters. Training will be provided to up to six pilots and will include ground school not limited to airspace, part 61 and 91 regulations, systems for the UH-1, limitations and weight and balance; and flight training not limited to normal procedures (pre-flight, engine start, systems checks, normal takeoff and approach, max performance takeoff and steep approach) and emergency procedures (touchdown auto-rotations, engine failure at a hover, termination with power, hydraulics off procedure and tail rotor failures (stuck pedal). The class is specific to the needs of NDF pilots so if they choose to add or customize training, mountain flying and external load operations, the instructor will accommodate the course.				
		Term of Contract:	Upon Approval - 06/30/2012	Contract # 12917		
60.	706	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY	NEVADA NATURAL HERITAGE PROGRAM	FEDERAL	\$101,049	
	Contract Description:	This is a new interlocal agreement to provide funding to the Nevada Natural Heritage Program to enhance rare plant conservation by integrating predictive models into the identification of priority conservation targets and long-term monitoring efforts in the Great Basin. This is a new services provided by the Nevada Natural Heritage to the Nevada Division of Forestry and is funded 100% with federal grant funds.				
		Term of Contract:	Upon Approval - 05/31/2014	Contract # 12923		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
61.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - AIR QUALITY	CHURCHILL COUNTY SCHOOL DISTRICT	FEE: AIR PERMIT FEES 25% FEDERAL 75%	\$10,500	
	Contract Description:	This is a new interlocal agreement to provide for the ongoing installation of fuel operated heaters (pre-heaters) in school buses. The installation of these heaters will reduce fuel use and diesel exhaust emissions. The use of fuel operated heaters during cold weather will eliminate unnecessary idling and result in air quality benefits. The effort to retrofit school buses throughout the state with cleaner more fuel efficient components is funded through the U.S. EPA Diesel Emission Reduction Act and has been an ongoing effort of the school districts in Nevada since 2008.				
	Term of Contract:	Upon Approval - 08/30/2012	Contract # 12982			
62.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - AIR QUALITY	ESMERALDA COUNTY SCHOOL DISTRICT	FEE: AIR PERMIT FEES 25% FEDERAL 75%	\$19,500	
	Contract Description:	This is a new interlocal agreement to provide for the ongoing installation of fuel operated heaters (pre-heaters) in school buses. The installation of these heaters will reduce fuel use and diesel exhaust emissions. The use of fuel operated heaters during cold weather will eliminate unnecessary idling and result in air quality benefits. The effort to retrofit school buses throughout the state with cleaner more fuel efficient components is funded through the U.S. EPA Diesel Emission Reduction Act and has been an ongoing effort of the school districts in Nevada since 2008.				
	Term of Contract:	Upon Approval - 08/30/2012	Contract # 12986			
63.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - AIR QUALITY	LINCOLN COUNTY SCHOOL DISTRICT	FEE: AIR PERMIT FEES 25% FEDERAL 75%	\$30,500	
	Contract Description:	This is a new interlocal agreement to provide for the ongoing installation of fuel operated heaters (pre-heaters) in school buses. The installation of these heaters will reduce fuel use and diesel exhaust emissions. The use of fuel operated heaters during cold weather will eliminate unnecessary idling and result in air quality benefits. The effort to retrofit school buses throughout the state with cleaner more fuel efficient components is funded through the U.S. EPA Diesel Emission Reduction Act and has been an ongoing effort of the school districts in Nevada since 2008.				
	Term of Contract:	Upon Approval - 08/30/2012	Contract # 12988			
64.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - AIR QUALITY	LYON COUNTY SCHOOL DISTRICT	FEE: AIR PERMIT FEES 25% FEDERAL 75%	\$48,000	
	Contract Description:	This is a new interlocal agreement to provide for the ongoing installation of fuel operated heaters (pre-heaters) in school buses. The installation of these heaters will reduce fuel use and diesel exhaust emissions. The use of fuel operated heaters during cold weather will eliminate unnecessary idling and result in air quality benefits. The effort to retrofit school buses throughout the state with cleaner more fuel efficient components is funded through the U.S. EPA Diesel Emission Reduction Act and has been an ongoing effort of the school districts in Nevada since 2008.				
	Term of Contract:	Upon Approval - 08/30/2012	Contract # 12995			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
65.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - AIR QUALITY	NYE COUNTY SCHOOL DISTRICT	FEE: AIR PERMIT FEES 25% FEDERAL 75%	\$65,000	
	Contract Description:	This is a new interlocal agreement to provide for the ongoing installation of fuel operated heaters (pre-heaters) in school buses. The installation of these heaters will reduce fuel use and diesel exhaust emissions. The use of fuel operated heaters during cold weather will eliminate unnecessary idling and result in air quality benefits. The effort to retrofit school buses throughout the state with cleaner more fuel efficient components is funded through the U.S. EPA Diesel Emission Reduction Act and has been an ongoing effort of the school districts in Nevada since 2008.				
	Term of Contract:	Upon Approval - 08/30/2012	Contract # 12989			
66.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - AIR QUALITY	WHITE PINE COUNTY SCHOOL DISTRICT	FEE: AIR PERMIT FEES 25% FEDERAL 75%	\$40,000	
	Contract Description:	This is a new interlocal agreement to provide for the ongoing installation of fuel operated heaters (pre-heaters) in school buses. The installation of these heaters will reduce fuel use and diesel exhaust emissions. The use of fuel operated heaters during cold weather will eliminate unnecessary idling and result in air quality benefits. The effort to retrofit school buses throughout the state with cleaner more fuel efficient components is funded through the U.S. EPA Diesel Emission Reduction Act and has been an ongoing effort of the school districts in Nevada since 2008.				
	Term of Contract:	Upon Approval - 08/30/2012	Contract # 12990			
67.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER QUALITY PLANNING	HUMBOLDT WATERSHED COOPERATIVE WEED MANAGEMENT AREA	FEDERAL	\$183,333	
	Contract Description:	This is a new contract to provide Humboldt Watershed Cooperative Weed Management Area (HWCWMA) with funding facilitating the hiring of a Humboldt River Basin Habitat and Water Quality Improvement Coordinator. This dedicated staff would assist HWCWMA to adequately address noxious weed infestations that contribute to watershed degradation, and associated water quality issues such as excessive nutrient and sediment loads within the watershed. The match requirements will be the responsibility of HWCWMA.				
	Term of Contract:	Upon Approval - 03/31/2014	Contract # 12948			
68.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER QUALITY PLANNING	NATURE CONSERVANCY, THE	FEDERAL	\$24,922	
	Contract Description:	This is a new contract to restore essential riparian function to a heavily modified perennial desert river system in the Mojave Desert. This riparian system also serves as essential habitat for some of the most isolated and imperiled native Nevadan species, such as the Amargosa Toad and the Oasis Valley Speckled Dace.				
	Term of Contract:	Upon Approval - 12/31/2013	Contract # 12949			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
69.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER QUALITY PLANNING	SIERRA NEVADA JOURNEYS	FEDERAL	\$41,036	
	Contract Description:	This is a new contract to provide watershed education programs to 1,300 K-8 grade students and 60 educators in Northern Nevada. The programs will include education and activities such as in-class lessons, afterschool programs, residential experiences, one-day field experiences, marketing and outreach programs, and professional development opportunities to promote and sustain student educational experiences. An overall program assessment/evaluation will also be conducted to determine the impact the program(s) has on students and educators learning about watershed concepts and imparting of stewardship behavior on the program participants.				
	Term of Contract:	Upon Approval - 06/30/2013	Contract # 12925			
70.	742	DEPARTMENT OF BUSINESS AND INDUSTRY - INDUSTRIAL RELATIONS - OCCUPATIONAL SAFETY & HEALTH ENFORCEMENT (OSHA)	CONSTITUTION STATE SERVICES, LLC	OTHER: WORKER'S COMPENSATION AND SAFETY FUND	\$24,000	
	Contract Description:	This is a new contract which provides ongoing industrial hygiene laboratory analysis, written reports of the laboratory analysis for the Division and monitors employee exposures to hazardous chemicals. The services to be performed include providing sorbent tube, filter cassettes and impinger solutions. Before issuing citations for violative conditions Nevada OSHA must present evidence of fact. Travelers' laboratory can provide that evidence of fact for Nevada OSHA to proceed with its cases.				
	Term of Contract:	03/01/2012 - 02/28/2014	Contract # 12780			
71.	745	DEPARTMENT OF BUSINESS AND INDUSTRY - DAIRY COMMISSION	BOARD OF REGENTS-SCS	OTHER: DAIRY PRODUCT ASSESSMENTS	\$60,000	
	Contract Description:	This is a new interlocal agreement for lab testing of raw and pasteurized milk for bacteria, coliforms, somatic cell counts, phosphates and antibiotic residues; testing water samples for bacteria and coliforms; and swab testing of single service containers for bacteria. The lab also provides training and certification to the industry labs in the state who performs antibiotic screening tests.				
	Term of Contract:	07/01/2011 - 06/30/2013	Contract # 12643			
72.	800	DEPARTMENT OF TRANSPORTATION - AVIATION TRUST FUND-Non-Exec	LINCOLN COUNTY TREASURER	OTHER: AVIATION TRUST FUND	\$18,005	
	Contract Description:	This is a new contract to state the terms, conditions, and mutual understandings of the parties as to the manner in which State funds will be used to match Federal funds to undertake and complete the enhancement of the Lincoln County airport. This agreement allows for grant funds to be transferred to Lincoln County from the Aviation Trust Fund as a reimbursement to Lincoln County as a five percent local match for Federal Aviation Administration Grant 3-32-0034-04. Lincoln County's Federal Aviation Administration Grant is for the reconstruction of Runway 14/32 and taxiways including associated lighting, NAVAIDS, and Fencing. Note: NAVAIDS are a device or system (such as a radar beacon) that provides a navigator with navigational data.				
	Term of Contract:	Upon Approval - 04/30/2013	Contract # 12945			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
73.	800	DEPARTMENT OF TRANSPORTATION DEPARTMENT OF TRANSPORTATION NDOT - SB5 RTC PUBLIC ROAD PROJECTS	REGIONAL TRANSPORTATION COMMISSION	FEDERAL	\$2,719,867	
	Contract Description:	This is a new cooperative agreement to provide ongoing funding to the Regional Transportation Commission of Southern Nevada for implementation of a Comprehensive Employee Trip Reduction/Regional Rideshare Program in Clark County, Nevada.				
		Term of Contract:	10/01/2010 - 09/30/2012	Contract # 12947		
74.	810	DEPARTMENT OF MOTOR VEHICLES - FIELD SERVICES	BOND, PATRICIA C DBA BOND CLEANING SERVICE	HIGHWAY	\$24,000	
	Contract Description:	This is a new contract to provide for the ongoing janitorial service at the DMV facility located in Laughlin, Nevada.				
		Term of Contract:	Upon Approval - 02/28/2016	Contract # 13000		
75.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	FLEET & INDUSTRIAL SUPPLY CENTER	OTHER: REVENUE CONTRACT	(\$85,372)	EXEMPT
	Contract Description:	This is the twenty-eighth amendment to the original contract, which provides full food service support at the Naval Air Station in Fallon, Nevada. This amendment decreases the maximum amount from \$3,406,121.63 to \$3,320,749.36 due to the deletion of the supply clerk, revising the Performance Work Statement for option year two and three.				
		Term of Contract:	10/01/2008 - 09/30/2012	Contract # CONV5816		
76.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	BOARD OF REGENTS-CSN	FEDERAL	\$314,138	
	Contract Description:	This is a new interlocal agreement to provide funds to support the College of Southern Nevada's State Energy Sector Partnership (SESP) program. The SESP program provides training for renewable energy jobs for Adults, Dislocated Workers, Youth and Veterans in Southern Nevada.				
		Term of Contract:	Upon Approval - 01/28/2013	Contract # 12912		
77.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	BOARD OF REGENTS-WNC	OTHER: STATE CAREER ENHANCEMENT PROGRAM FUNDS	\$59,252	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide twenty students with sixteen weeks of intensive hands-on and classroom technical training to equip participants with basic skills required to perform on the job as a Computer Numerically Controlled Operator. These same students will earn the National Career Readiness Certificate, issued by the ACT, 24 hours of college credit towards an advanced degree, four credentials from the National Institute of Metalworking Skills, as well as work experience through an internship with local employers.				
		Term of Contract:	Upon Approval - 06/30/2012	Contract # 13020		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
78.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	NEVADAWORKS	FEDERAL	\$169,616	EXEMPT
	Contract Description:	This is the second amendment to the original interlocal agreement, which provides ongoing employment and training services to adults in Northern Nevada. This amendment increases the maximum amount from \$2,552,461 to \$2,722,077 based on a directive from the Department of Labor Training and Employment Guidance Letter Number 09-11 that reduces the advance allotments by 1.503% and decreases the Governor's Reserve account from 15% to 5%, which increases the Adult allotment.				
		Term of Contract:	07/01/2011 - 06/30/2013	Contract # 12273		
79.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	NEVADAWORKS	FEDERAL	\$342,472	EXEMPT
	Contract Description:	This is the second amendment to the original interlocal agreement, which provides ongoing employment and training services to dislocated workers in Northern Nevada. This amendment increases the maximum amount from \$2,215,208 to \$2,557,680 based on a directive from the Department of Labor Training and Employment Guidance Letter Number 09-11 that reduces the advance allotments by 1.503% and decreases the Governor's Reserve account from 15% to 5%, which increases the Dislocated Worker allotment.				
		Term of Contract:	07/01/2011 - 06/30/2013	Contract # 12272		
80.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	WORKFORCE CONNECTIONS	FEDERAL	\$478,408	EXEMPT
	Contract Description:	This is the first amendment to the original interlocal agreement, which provides ongoing employment and training services to adults in southern Nevada. This amendment changes the contractor's name from Southern Nevada Workforce Investment Board to Workforce Connections and increases the maximum amount from \$5,182,567 to \$5,660,975 based on a directive from the Department of Labor's Training and Employment Guidance Letter Number 09-11 that reduces the advance allotments by 1.503% and decreases the Governor's Reserve account from 15% to 5%, which increases the Adult allotment.				
		Term of Contract:	07/01/2011 - 06/30/2013	Contract # 12260		
81.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	WORKFORCE CONNECTIONS	FEDERAL	\$694,623	EXEMPT
	Contract Description:	This is the first amendment to the original interlocal agreement, which provides ongoing employment and training services to dislocated workers in southern Nevada. This amendment changes the contractor's name from Southern Nevada Workforce Investment Board to Workforce Connections and increases the maximum amount from \$5,943,200 to \$6,637,823 based on a directive from the Department of Labor's Training and Employment Guidance Letter Number 09-11 that reduces the advance allotments by 1.503% and decreases the Governor's Reserve account from 15% to 5%, which increases the Dislocated Worker allotment.				
		Term of Contract:	07/01/2011 - 06/30/2013	Contract # 12261		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
82.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - SPECIAL FUND	LOFTIN EQUIPMENT COMPANY, INC.	OTHER: ESD SPECIAL FUND	\$24,655	
	Contract Description:	This is the third amendment to the original contract, which provides annual scheduled maintenance, load testing, and biweekly operational inspection for the KATOLKITE 1500 kilowatt diesel generator, which is located at 2800 E. St. Louis Avenue, Las Vegas, Nevada. This amendment increases the maximum amount from \$21,345 to \$46,000 to allow for equipment repairs and parts replacement.				
		Term of Contract:	06/23/2010 - 05/31/2014	Contract # 11779		
83.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES All Budget Accounts	HARRY'S BUSINESS MACHINES	OTHER: ALL DETR BUDGET ACCOUNTS	\$12,500	
	Contract Description:	This is the second amendment to the original contract, which provides ongoing general equipment maintenance and repair services for all needed equipment used at department owned facilities. This amendment increases the maximum amount from \$17,500 to \$30,000 due to an increased number of repairs.				
		Term of Contract:	07/01/2009 - 04/30/2013	Contract # CONV6316		
84.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES All Budget Accounts	SOUTHERN NEVADA FIRE PROTECTION, INC.	OTHER: ALL BUDGET ACCOUNTS	\$15,500	
	Contract Description:	This is the second amendment to the original contract, which provides for the ongoing installation, monitoring and maintenance on the alarm service for Department of Employment, Training, and Rehabilitation facilities in the Las Vegas area. This amendment extends the termination date from April 30, 2012 to May 31, 2014 and increases the maximum amount from \$9,500 to \$25,000 due to the extension of the contract.				
		Term of Contract:	06/10/2010 - 05/31/2014	Contract # 11161		
85.	BDC	LICENSING BOARDS & COMMISSIONS - AUDIOLOGY & SPEECH PATHOLOGY	LORYLYNN LTD.	FEE: LICENSING FEES	\$24,900	
	Contract Description:	This is a new contract to provide executive director services and board administration for the Board of Examiners for Audiology and Speech Pathology.				
		Term of Contract:	01/01/2012 - 12/31/2015	Contract # 12942		
86.	BDC	LICENSING BOARDS & COMMISSIONS - COSMETOLOGY	PSI SERVICES, LLC	FEE: LICENSING FEES	\$1,250,000	
	Contract Description:	This is a new contract to provide cosmetology licensing testing services.				
		Term of Contract:	03/01/2012 - 02/29/2016	Contract # 12958		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
87.	BDC	LICENSING BOARDS & COMMISSIONS - CONTRACTORS	WALTER BRUCE ROBB, ESQ.	FEE: LICENSE FEES PAID BY CONTRACTORS	\$500,000	
	Contract Description:	This is a new contract to provide legal services to the Nevada State Contractors Board. These services will include but not be limited to professional advice and assistance on matters relating to the State Board including disciplinary complaints and proceedings, represent the State Board in matters affecting members of the general public, and assist the Chairman and Executive Officer in the prompt and efficient processing of proposed amendments to existing regulations and legislation affecting the State Board.				
	Term of Contract:	02/01/2012 - 12/31/2014	Contract # 12895			

***10. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 1.	MSA	VARIOUS STATE AGENCIES	INTEGRITY COURT REPORTING	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract to provide Court Reporting services as needed on a statewide basis.				
	Term of Contract:	03/01/2012 - 05/31/2013	Contract # 12913			
MSA 2.	MSA	VARIOUS STATE AGENCIES	ISYS LLC	OTHER: VARIOUS	\$10,000,000	
	Contract Description:	This is a new contract to provide telecommunications audit services.				
	Term of Contract:	Upon Approval - 01/31/2016	Contract # 12999			

***11. INFORMATION ITEMS**

A. Department of Conservation and Natural Resources – Division of State Lands

Pursuant to NRS Chapters 111, Statutes of Nevada, 1989 at page 263, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending December 31, 2011 (reference NRS 321.5954).

- **1989 Tahoe Basin Act**

The agency reports there were no transfers of lands or interests in lands during the quarter.

There were no acquisitions of lands or interest in lands during this quarter.

- **Lake Tahoe Mitigation Program**

The agency reports that there was one Residential Development Right transaction under this program for the quarter. The Right was associated with a parcel of land that the Nevada Land Bank purchased using excess coverage mitigation funds received in calendar year 2000. The sale of the Right generated a total of \$12,950 in proceeds for the Nevada Land Bank.

No other transactions are reported for the first quarter of FY12.

B. Report to the Board of Examiners regarding Arbitrage Liability on the \$149,990,000 Capital Improvement Series 2006E Bonds

The Department of Administration has contracted with Arbitrage Compliance Specialists Inc. This company has significant legal and financial expertise in tax exempt bond issuances and specifically in the area of arbitrage calculation. In the issuances of tax exempt bonds, arbitrage payments can be owed to the federal government when a state or municipality does not spend funds within a prescribed time frame. Further, if timely spending requirements are not met and the state or municipality accrues interest income that exceeds interest payments, a payment is owed to the federal government.

Leading into the close of calendar year 2011, the State Controller's office had determined that a payment of \$868,245 was due. Since arbitrage is a complicated matter and requires a very specific level of expertise, it was determined appropriate to seek specialized expertise. This expertise proved very helpful as the contractor identified accounting methodology that demonstrated expenditures were timely and in full compliance with required time frames which eliminated the liability. Therefore, no arbitrage liability exists with regard to the \$149,990,000 Capital Improvement Series 2006E Bonds.

12. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

***13. FOR POSSIBLE ACTION – ADJOURNMENT**

Notice of this meeting was posted in the following locations:

Blasdel Building, 209 E. Musser St., Carson City, NV

Capitol Building, 101 N. Carson St., Carson City, NV

Legislative Building, 401 N. Carson St., Carson City, NV

Nevada State Library and Archives, 100 Stewart Street, Carson City, NV

Notice of this meeting was emailed for posting to the following location:

Capitol Police, Grant Sawyer State Office Building, 555 E. Washington Ave, Las Vegas, NV

Hadi Sadjadi: hsadjadi@dps.state.nv.us

Notice of this meeting was posted on the following website:
<http://nevadabudget.org/index.php>

We are pleased to make reasonable accommodations for members of the public who are disabled and would like to attend the meeting. If special arrangements for the meeting are required, please notify the Department of Administration at least one working day before the meeting at (775) 684-0222 or you can fax your request to (775) 684-0260.

MINUTES

MEETING OF THE BOARD OF EXAMINERS

January 10, 2012

The Board of Examiners met on January 10, 2012, in the Guinn Room on the second floor of the Capitol Building, 101 N. Carson St., Carson City, Nevada, at 10:00 a.m. Present were:

Members:

Governor Brian Sandoval
Secretary of State Ross Miller
Clerk Jeff Mohlenkamp

Others Present:

William Chisel, Department of Taxation
Ray Lummos, Department of Taxation
Shannon Berry, Department of Administration, Purchasing Division
John Christopherson, Department of Conservation and Natural Resources, Division of Forestry
Dennis Gallager, Attorney General's Office
Nancy Bowman, Attorney General's Office
Kimberley King, Department of Transportation
Dave Prather, Department of Health and Human Services, Mental Health and Developmental Services
Richard Nelson, Department of Transportation
Michon Martin, Attorney General's Office
Katie Armstrong, Attorney General's Office
Brody Leiser, Department of Taxation
Mike Willden, Department of Health and Human Services
Jeff Morrow, Department of Health and Human Services, Child and Family Services
Lynn Carrigan, Department of Health and Human Services, Health Care Financing and Policy
Tamara Nash, Department of Employment Training and Rehabilitation
Brenda Ford, Department of Employment Training and Rehabilitation
Carolyn Misumi, Department of Taxation
Sue Smith, Department of Health and Human Services, Welfare and Supportive Services
Lori Wilson, Department of Health and Human Services, Welfare and Supportive Services
Charles Duarte, Department of Health and Human Services, Health Care Financing and Policy
Michelle Campbell, Department of Health and Human Services, Health Care Financing and Policy
Clark Leslie, Attorney General's Office
Dawn Rosenberg, Department of Corrections
Deb Reed, Department of Corrections
Jennifer Bauer, Department of Public Safety
Patrick Cates, Department of Wildlife
Johnean Morrison, Department of Public Safety, Highway Patrol
Teri Preston, Department of Administration, Public Works, Buildings and Grounds
Mike Torvinen, Department of Health and Human Services

Press

Sandy Cherub, Associated Press

Ed Vogel, Las Vegas Review Journal

Cy Ryan, Las Vegas Sun

Sean Whaley, Nevada News Bureau

Geoff Dornan, Nevada Appeal

1. PUBLIC COMMENTS

Comments:

Governor: Good morning, Ladies and Gentlemen. I'd like to call the Board of Examiners meeting to order. We'll proceed with the first item on the Agenda, Public Comment. Is there any member of the public in Las Vegas or Carson City that would like to provide Public Comment to the Board?

*2. FOR POSSIBLE ACTION – APPROVAL OF THE DECEMBER 13, 2011 BOARD OF EXAMINERS' MEETING MINUTES

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Okay. Let's see now. We'll move to Agenda Item No. 2, Approval of the December 13, 2011 Board of Examiners' Meeting Minutes. Have the members had an opportunity to review the minutes?

Secretary of State: Yes, Governor.

Governor: Any changes?

Secretary of State: No.

Governor: Chair will accept a motion for approval.

Secretary of State: Move for approval.

Governor: Secretary of State has moved for approval of Agenda Item No. 2, December 13, 2011 Board of Examiners' Meeting Minutes. I will second the motion. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Opposed no. Motion passes.

*3. REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE (IFC) CONTINGENCY FUND

Pursuant to NRS 353.268, an agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Fund.

A. Department of Taxation - \$260,164

Pursuant to NRS 353.268, the Department of Taxation is requesting an allocation of \$260,164 from the Interim Finance Contingency Fund to establish and maintain a Tobacco Master Settlement Agreement Enforcement Unit in Fiscal Year 2013.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Agenda Item No. 3, Request for General Fund Allocation from the IFC Contingency Fund. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board is a request from the Department of Taxation for funding in the amount of \$260,164 from the IFC Contingency Funds for Fiscal Year 2013. This is to establish a program that will create new positions, and it is to provide additional work when dealing with the enforcement of the Tobacco Settlement Agreement. The Department has sufficient funds through vacancy savings in Fiscal Year '12 to cover this fiscal year. I believe representatives from the Department are here to answer your questions.

Governor: I see Mr. Chisel. Are you here on this item, Mr. Chisel?

William Chisel: Yes, Governor. For the record, my name is Bill Chisel. I'm the Director of Taxation. With me is Michon Martin, who manages the Tobacco Enforcement Unit in the Attorney General's office, and is handling the current nationwide arbitration. We're requesting about \$260,000 in IFC Contingency Funds for the biennium. The team is slated to start as soon as possible, so we will start in Fiscal Year 2012. It's a three-person team that would track cigarettes for the MSA. This is the most cost efficient method we have in tracking these cigarettes. Some other states are using million dollar software programs to do this tracking, but we established -- we were going to use there people, one with a database person, who would create a database for the state, and we would track the cigarettes that way. The reason for the request is that Nevada is involved in a nationwide arbitration with tobacco companies, regarding the Master Settlement Agreement, the MSA. The stakes for the arbitration are high. We're looking at about \$40 million a year in tobacco money. And the arbitration is starting in the year 2003, and then they'll -- once that's resolved, they'll go to 2004, 5 and so forth. So overall, we're looking at about just an estimate of \$360 million at stake here. And the risk of losing substantial amounts of money increases over the years if we do not institute this team. So that's what we're looking at. Are there any questions?

Governor: Thank you, Mr. Chisel. And I don't question the need for this and that it's essentially a condition precedent to our successful participation in that arbitration. My question is, and this is coming from the general fund, and was this something that we should have asked for in the legislative session to be apportioned to the MSA monies? Because I understand that MSA pays for everything else, but guess the bottom line is why isn't the MSA money paying for these positions?

William Chisel: Well, that's a good question. It should be paid for the money or for the team. I mean, they do pay for the Attorney General's group, but at this point we need the funding to get the team going. And any delay until the next session could be costly to the state.

Governor: And as I said, I'm going to support this because we need it, but the next question would be this is something we're gonna need going forward. And as we build the budget this year, should that budget request be modeled that the money should come from these MSA funds?

William Chisel: Definitely.

Governor: I don't know, Ms. Martin, if you have any comment in that regard.

Michon Martin: Good morning, Governor. And I would agree, the Attorney General's office has been funded historically through MSA payments. The tax department has not. So that would be something to look at going forward.

Governor: Given these positions will be used exclusively for MSA purposes, correct?

William Chisel: That's correct.

Governor: Mr. Secretary, do you have any questions?

Secretary of State: No, Governor.

Governor: Anything further, Mr. Chisel?

William Chisel: No, that's it.

Governor: All right. Thank you. If no further questions, Chair will accept a motion for approval of the request for the general fund allocation in the sum of \$260,164.

Secretary of State: I'll move for approval.

Governor: Secretary of State has moved for approval. I will second the motion. Are there any questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes unanimously. Thank you.

***4. FOR POSSIBLE ACTION – AUTHORITY TO PAY MINING CLAIM REFUNDS**

A. Department of Taxation – \$5,767,114

Pursuant to Senate Bill 493, Section 16.7 of the 2011 Legislature, the Department of Taxation must submit mining claim refund requests to the Board of Examiners for approval. The Department is requesting authority to pay 175 refund requests totaling \$5,767,114.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Agenda Item No. 4, Authority to Pay Mining Claim Refunds in the sum of \$5,767,114. Mr. Mohlenkamp.

Clerk: Thank you, Governor. This is an item that has come before the Board a couple times now, and you're seeing another sizeable claim. In connection with Senate Bill 493, the Board of Examiners can authorize payment of these mining claims. Before the Board is \$5,767,114. I want to make a correction for the Board. There are three claims that in your materials have not been -- they're not clear enough for the Board to be able to have looked at this and understand who the payee is. Namely, if you look at Page 8 and 9 in your package under Tab No. 4, you will see Items 30, 31 and 66.

Governor: That's a (inaudible).

Clerk: The actual payee, obviously, is not Inc. It is something far more than that. As a result, we've been advised by the A.G.'s office that we need to pull these three. So the revised amount is going to be \$5,689,309, and it will be 172 claims as opposed to 175. I expect that these three claims that were not on the list properly will show up on the next. And just so the Board knows, we are, with this request, about 82 percent of the total liability. And I'm not certain whether we'll get to 100 percent, but we're getting near the end of this or at least from a dollar perspective we are.

Governor: And remind, Mr. Mohlenkamp, they have until 2013, "they" being those that are seeking refunds, the time period within which they have to do that.

Clerk: That's my understanding.

Governor: Eighty-two percent of them, that's good. Any questions, Mr. Secretary?

Secretary of State: No, Governor.

Governor: Chair will accept a motion for approval to provide authority to pay mining claim refunds in the amount of \$5,689,309, 172 claims, and we will exclude Items 30, 31, and 66.

Secretary of State: So moved.

Governor: There's a motion by the Secretary. I will second the motion. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes unanimously.

***5. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A FORMER EMPLOYEE**

A. Department of Adjutant General and National Guard – Military

Pursuant to Assembly Bill 240, Section 1, Subsection 3 of the 2011 Legislature, the Office of the Military seeks a favorable Board of Examiner's decision regarding the Office of the Military's determination to use a temporary services contract to employ a former Administrative Assistant to provide coverage during the recruitment and training period of a new employee due to a vacancy during the closing of the state and federal fiscal years. The term of the contract services is August 8, 2011 through February 14, 2012.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Agenda Item No. 5. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board is a request for contract with a former employee. We have an individual who has been employed since August 8 as a contractor, a former employee. The National Guard Military is requesting for the continuation of this association with a former employee through a contractual relationship to extend until February 14, which is the date of the next Board of Examiners' Meeting. This is a position that we would not support a long-term relationship, but that we think this is reasonable for them to hire and then have to do their necessary training, because there's some important things they're doing, trying to close out Federal years, grants, things of that nature.

Governor: Is there a representative here from the Guard?

Clerk: Yeah.

Jennifer McEntee: Good morning. I'm Jennifer McEntee (sp?), for the record, Office of the Military, and accompanying me is Lieutenant Colonel Kevin Knupp (sp?), the civil base engineer.

Governor: Good morning. I understand what we're doing here. What I don't want is for us to get in this position again. So we have a contract employee who's handling this. Are we training somebody right now to take over the position once February 14 comes?

Jennifer McEntee: Governor, we just exhausted the layoff list. Nobody was interested. And we obtained the current list and we'll begin interviewing this week.

Governor: Okay. When you say the layoff list...

Jennifer McEntee: There were two individuals on the layoff list and both of them declined. They've found other employment, so we requested the regular list and obtained that this morning.

Governor: Will that give you enough time between now and February 14 to get somebody hired and trained?

Jennifer McEntee: It will be close. It will be close.

Governor: I guess what I'm trying to avoid is for you to be back on February 14 and asking for another month's extension to get this person trained.

Jennifer McEntee: Sir, we're gonna do everything we can to hire as soon as possible the best candidate, whoever that turns out to be, and our other option is to visit other states. And there's

nobody that performs this position within the state of Nevada, but throughout the states there are other people. So we may be able to ask them for assistance if we run into a problem.

Governor: The other issue is if it takes that long to identify an individual and get them hired, there won't be somebody there to train them, which puts us back in the situation that we're in. Lieutenant Colonel Knupp?

Lieutenant Colonel Knupp: Good morning, Governor. Is there a way to, at this point, to extend that maybe another four weeks or something, so that we could avoid this in the future, or do we have to go with the...

Governor: You have to go with what's agendized today, if that's correct, Attorney General.

Lieutenant Colonel Knupp: Well, we will make that work then, Governor.

Governor: Mr. Secretary, do you have any questions?

Secretary of State: No, Governor.

Governor: Thank you very much. The Chair will accept a motion to authorize a contract with a former employer.

Secretary of State: So moved.

Governor: There's a motion by the Secretary of State. I will second the motion. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes. Thank you very much.

Jennifer McEntee: Thank you.

Lieutenant Colonel Knupp: Thank you, sir

***6. FOR POSSIBLE ACTION – REQUEST FOR BLANKET PRE-APPROVALS FOR CONTRACTING WITH FORMER EMPLOYEES WHO MEET CERTAIN CRITERIA**

Pursuant to the State Administration Manual (SAM) 323 (2), the Department of Transportation seeks a favorable Board of Examiner's decision regarding pre-approvals for former employees who work in seasonal, intermittent or other temporary capacities if the person will be performing or producing services for which the business or entity is employed.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Agenda Item No. 6. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board is the first request for blanket approvals for contracting with former employees. The Department of Transportation has requested this blanket approval from the Board, which is allowed in SAM under certain circumstances. The State Administrative Manual 323, Section 2 allows for this, and that's attached in your Agenda packets, I believe. What they're specifically requesting for is for summer interns hired through the university system, to be able to be hired, even if they're former employees, without having to come back through the Board each time. This is something that was identified as one of those types of exceptions that we were looking for. Seasonal employees hired for winter snowplow operations, once again, another type of example of what we had identified, would probably come forward and should be at least considered. The third item they are looking for is the relocation of -- if there's individuals who need to be relocated or if they were leaving because their positions are no longer in the same location. This I have talked with Director Martinovich about. I had some concerns that this was maybe overreaching what was contemplated in both the bill that created this and then in the State Administrative Manual. She has agreed to withdraw that third aspect of the request. She does note that there are six individuals who fall under this, and she would like to come back on a case-by-case basis for those individuals to come before the Board for approval. And I told them that I would mention this to the Board and so that you could have your consideration on that in the future. I don't know when they'll come up. Certainly, it's when they're looking to enter into a former employee contractual relationship, so it could be as early as February for one or more of the employees.

Governor: Thank you, Mr. Mohlenkamp. Is there a representative from the Department of Transportation here?

Susan Martinovich: Governor?

Governor: Yes. Good morning.

Susan Martinovich: This is Susan Martinovich. I'm in Las Vegas. Thank you very much. And thank Director Mohlenkamp, is that, yes, the Department supports what Mr. Mohlenkamp indicated. And just so you know, we will be coming back for the February meeting for one of the individuals, specifically, so that we could get an exception to AB240. Thank you.

Governor: Thank you. And that's why I asked for -- Mr. Nelson's here as well. It's just a confirmation that Mr. Mohlenkamp had accurately represented your position on this issue.

Susan Martinovich: Yes, he did, Governor. Thank you.

Governor: All right. I have no further questions. I fully support the request, with regard to summer interns and seasonal employees. I do appreciate your withdrawing the other one, because I would prefer to do those items on a case-by-case basis, but -- and know, I don't want you to construe my comments today to be a rejection of those requests in the future.

Susan Martinovich: Thank you, Governor. We may also look at looking at the emergency provisions that might be allowed in taking that step, but definitely we'll work through the budget office to make sure that we're still following the requirements.

Governor: But just for a little more detail, the individuals in this third category are people that their positions are being relocated by the Department, and they choose not to, for example, if it's an individual who resides in Las Vegas and...

Susan Martinovich: Governor, yes. We've looked at reorganizing our Department to improve customer service and efficiency. And one of the areas that we think is pretty important is to move this section of (inaudible) agents up to northern Nevada. One of the individuals, in particular, has indicated they cannot move. They have some potential health issues, some marriage issues, just a lot of personal issues, and they cannot move. And so they are seeking to do the same service that they provide to us with a consulting firm that's already on board with us working on the project, Neon Project. And we definitely support that, because these individuals are very capable and we think it is a benefit to the Department. So that's what we were looking at moving forward with this.

Governor: Thank you very much. Do you have any questions, Mr. Secretary?

Secretary of State: No, Governor.

Governor: All right. With regard to Agenda Item No. 6, Chair will accept a motion for blanket pre-approval for contracts with former employees who meet the criteria, as described in the letter dated December 14, 2011, from Director Martinovich to Director Mohlenkamp. Specifically, the summer interns hired through the university system and the seasonal employees hired for winter snowplow operations.

Secretary of State: So moved.

Governor: There's a motion by the Secretary of State. I'll second the motion. Are there any questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes. Thank you very much.

***7. VICTIMS OF CRIME PROGRAM (VOCP) APPEAL**

Pursuant to NRS 217.117 Section 3, the Board may review the case and either render a decision within 15 days of the Board meeting; or, if they would like to hear the case with the appellant present, they can schedule the case to be heard at their next meeting.

A. Myles Machado

Mr. Machado is appealing the denial of his application for VOCP assistance. Mr. Machado's application was denied due to late filing of the police report.

Recommendation: It is recommended that Myles Machado's appeal be denied.

Motion By: Secretary of State	Seconded By: Governor	Vote: 2-0
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Comments:

Governor: Next item on the Agenda is Victims of Crime Program Appeals. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board again are two appeals that have come forward. Pursuant to NRS 217.117, the Board may review and render a decision with regard to these cases

that have been already through the hearing process, through the hearings of appeals, I'm sorry, through Victims of Crime. The first is Myles -- I'm not sure of the pronunciation, but Myles Machado, and this was denied due to a late filing of the police report. And the second is Stephen E. Sabo, Jr. This was due to the late filing for coverage under Victims of Crime. So there are two different instances before the Board for consideration.

Governor: Thank you, Mr. Mohlenkamp. Is there a representative from Victims of Crime present?

Rebecca Salazar: Yes, sir. I'm Rebecca Salazar, Program Manager for Victims of Crime.

Governor: Okay. Good morning, Ms. Salazar. We're gonna break these in two pieces. I'd like to address Mr. Machado's case first. Just so that I ensure that I have it right, is the reason for the denial of his claim is that it was done 30 days after the date of the incident versus the 5 days, correct?

Rebecca Salazar: That's correct.

Governor: And the finding was that he essentially didn't provide a reasonable explanation for why that police report wasn't filed within 5 days versus the 30 days?

Rebecca Salazar: That's correct.

Governor: All right. Is Mr. Machado or representative present on his behalf?

Rebecca Salazar: No, sir.

Governor: All right. Now, Ms. Salazar, I'm not sure if you can respond to these questions, but it's established that he suffered a severe head injury at the time of the incident, correct?

Rebecca Salazar: Yes.

Governor: And that there's no dispute that immediately after he was assaulted and battered that he was transported to the hospital for treatment?

Rebecca Salazar: Yes.

Governor: And that he also had some preexisting mental conditions as well?

Rebecca Salazar: Correct.

Governor: So I guess where I'm going is -- you know, and I have some pictures here that I asked for, and I'm not gonna share those because they're pretty graphic, but he suffered a pretty severe head injury and was essentially incapacitated at home during those five days, that perhaps the position that you had taken was that he should have filed that police report.

Rebecca Salazar: Yes, Governor. This was a statutory denial from my office, so anytime a police report's not filed within the five days, it's an automatic denial, unless there is a physical

reason for them to not file, like he's in a coma, or he was in the hospital for an extended period of time. In this case, Mr. Machado indicated in the hearing before the appeals officer that he was in the hospital for four hours and he received stitches and then he was released. So the hearing officer and the appeals officer did not find that to be cause to waive the five day deadline.

Governor: But there is an exception in the statute, it's not an absolute rule that if...

Rebecca Salazar: Correct.

Governor: ...if he doesn't -- any individual doesn't file within those five days, there's reason to consider the explanation for that.

Rebecca Salazar: Yes.

Governor: And as I said, at least the pictures I'm looking at, he's got stitches across the top of his forehead and took a blow to the head, was rendered unconscious at the time of the attack and was transported and, as I said, also had a pretty severe preexisting mental illness. As I said, I, you know, when I look at this, I don't think it's unreasonable for him to have waited 30 days. I don't think that it has prejudiced the Victims of Crime Program in any way. I don't think anybody argues that he was attacked and that he was treated immediately thereafter. Mr. Secretary, do you have any questions?

Secretary of State: Just a couple. Throughout this process, did you get any indication or statements that were received or testimony that would've been received from any other witnesses to this incident, separate from the testimony of Mr. Machado and the submitted police reports?

Rebecca Salazar: No, sir.

Secretary of State: The police report specifically mentioned that he indicates that he was walking with friends when the incident occurred. Was there any information submitted that would corroborate that statement?

Rebecca Salazar: No.

Secretary of State: Is that typical in some of your hearings that the claimant would have an opportunity to bring witnesses and solicit testimony to corroborate their statements that they were in fact a victim?

Rebecca Salazar: Yes, both before the hearing officer and the appeals officer, they are welcome to bring any witnesses to offer any corroborating evidence or statements.

Secretary of State: And through the hearing process, do you make any attempt to determine whether or not the claimant's claims are credible, in that certainly in this instance, one possible explanation could be that he just simply slipped and fell, and no doubt he had injuries, but that he wasn't in fact a victim of crime, which would entitle him to compensation from the state?

Rebecca Salazar: No, the program largely relies on the police report and the victim's statements. Not much more beyond that.

Secretary of State: Okay. Thank you.

Governor: And Ms. (inaudible) I didn't read anything in the transcript that would have questioned whether he was essentially telling the truth, that he was attacked on the strip. I mean, it was in front of the Paris, I think it was. 'Cause I had the same question, at least in my mind, as the Secretary, is that two of his friends or neighbors were with him, and I thought that there was an omission there, in terms of on his part, that they hadn't provided statements. But in any event, there was nothing that came up that would question his truthfulness, with regard to whether he was a victim of a crime?

Rebecca Salazar: I would agree with that. There was nothing that indicated he was not being truthful.

Governor: Mr. Secretary, do you have any further questions?

Secretary of State: No, Governor.

Governor: Okay. Do you have a -- do you know which way you're gonna go on this, Mr. Secretary?

Secretary of State: Governor, this is a close one. I've had instances on this Victims of Crime before where I've certainly been sympathetic to the fact that there is an exception clause and it shouldn't be an absolute bar if you haven't filed the police report within five days. Number one, I don't think many victims know of that requirement and, you know, that could be a failure of any number of areas in the system in not notifying them. And certainly there are causes that the statute contemplates where it would be reasonable that they wouldn't file the police report. In this instance, it doesn't look like it's that substantial of a delay. He came in only 30 days after. And I will -- I put a lot of weight in the hearings officer's representation that there doesn't appear to be any indication that he was fabricating these charges. And so that's it. I would move for approval. I would move -- let me correct that, but be more precise. I would move to approve the appeal and deny the findings of the (inaudible) officer and request that the Victims of Crime Program compensate him for the injuries that he suffered.

Governor: Thank you, Mr. Secretary. I will second the motion. I do believe that Mr. Machado has established an adequate and reasonable basis for receiving benefits from the Victims of Crime Program, within the requirements of the statute. Any further questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes.

B. Stephen E. Sabo, Jr.

Mr. Sabo is appealing the denial of his application for VOCP assistance. Mr. Sabo's application was denied due to late filing of the application.

Recommendation: It is recommended that Stephen E. Sabo, Jr.'s appeal be denied.

Motion By: Secretary of State Seconded By: Governor Vote: 2-0
Comments:

Governor: Okay. We'll move on to the next individual, Stephen Sabo. Mr. Mohlenkamp, do you have any comments?

Clerk: Governor, this instance, as I mentioned, is a little different. Rather than not filing a police report, they have not come forward to the Victims of Crime, this particular individual. The crime occurred on March 1, 2005, according to the records. This individual did not file with Victims of Crime until April 14, 2011. So it's a full six years later. There is a one year provision. They have to file within one year of the date of injury, so this is a full six years later, and so fairly different circumstances here.

Governor: Thank you, Mr. Mohlenkamp. Ms. Salazar, do you have any comment with regard to Mr. Sabo's appeal, or Sabo? I don't know the correct pronunciation.

Rebecca Salazar: No. I think my packet explains it well. He was injured, as Mr. Mohlenkamp said, in 2005 and didn't apply until six years later. It's my understanding that he was sent to prison for four years, but that didn't happen until 2007. So that gave him two years from the date of injury to apply before he was sent to prison.

Governor: Thank you, Ms. Salazar. Is Mr. Sabo present or a representative on his behalf?

Rebecca Salazar: No, sir.

Governor: And as was mentioned by Mr. Mohlenkamp, I view that this appeal similar to what Mr. Mohlenkamp has represented. Mr. Sabo's clearly outside the one year requirement for filing or seeking benefits from the Victims of Crime Program, and I don't believe that in his packet that he has provided an adequate basis for seeking an exception for that requirement. Mr. Secretary, do you have any comments?

Secretary of State: No, Governor. I'll move for approval of...

Governor: (Inaudible) for approval (inaudible)?

Secretary of State: I'll move for request -- I will move to deny under the findings of the hearings officer, and move to approve his request for an appeal and that his medical bills be compensated. Properly stated?

Governor: No, I don't think so. I mean, I -- we had -- this is with regard to Mr. Sabo. My position on this is that he is appealing the finding of the hearings officer denying his benefits.

Secretary of State: Right. I apologize, Governor. I move to approve the findings of the hearings officer and deny the appeal of Mr. Sabo.

Governor: Thank you, Mr. Secretary. I will second the motion. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Opposed no. Motion passes. Thank you.

***8. LEASES**

Eleven statewide leases were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State Seconded By: Governor Vote: 2-0

Comments:

Governor: Agenda Item No. 8, Mr. Mohlenkamp, Leases 1 through 10.

Clerk: Actually, I think we have 11 on the Agenda.

Governor: Oh, I see. I looked -- it stopped on that page.

Clerk: Yeah.

Governor: You're correct, Mr. Mohlenkamp, 1 through 11.

Clerk: Thank you, Governor. Actually, but you're gonna turn out to be right, because I need to withdraw one of the items. Lease No. 8 is an error on our part. Actually, that has been heard by the Board before and so it does not need to be heard today. So there are actually 10 leases for consideration by the Board, if No. 8 is withdrawn. You will note that we have changed a little bit of the formatting in trying to demonstrate the efficiency of these leases and whether they're -- we're able to save money, and whether we're able to find basically better deals for the state. And I'm pleased to indicate that you'll see almost all of these have that. So hopefully this new format is working good.

Governor: Thank you, Mr. Mohlenkamp. And this is extremely helpful for me so that we can see that almost on every lease we're saving money. For example, some of them are de minimis, but others are significant. There's one lease that's going to save \$57,000 over the two year lease term. There's another that's going to save close to \$46,000 over a four year lease term. There's another, a savings of \$111,212, that's Lease No. 7. So I want to compliment all those who are out there negotiating these leases, because it does -- when you start to add these up, it provides a significant savings to the state. Mr. Secretary, do you have any questions with regard to Agenda Item No. 8?

Secretary of State: No.

Governor: Chair will accept a motion for approval of Leases 1 through 7 and 9 through 11.

Secretary of State: So moved.

Governor: The Secretary has made a motion for approval of leases, the leases described in Agenda Item No. 8, 1 through 7 and 9 through 11, with the exclusion of Lease No. 8. All in favor of the -- I'll second the motion. All in favor, please say aye. Motion passes. Thank you.

***9. CONTRACTS**

Sixty-five independent contracts were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Mr. Mohlenkamp, Agenda Item No. 9.

Clerk: Thank you, Governor. There are 65 contracts before the Board for consideration. I have a few announcements to make about a few of these. First of all, there's two that are not gonna -- that are gonna be pulled for consideration today. The first is Item No. 42. This is contract with Amerigroup Nevada, Inc. I anticipate you'll see that on the next Agenda. Also, Item No. 63 has been pulled for the need for additional information before the consideration by the Board. In addition to those that have been pulled from the Agenda, Item No. 14, in the contract description should indicate Southern Nevada Army National Guard rather than Northern. So I think that could go forward with that disclosure. And lastly, Item No. 53 should indicate 100 percent general funds, as opposed to 50 percent general fund and 50 percent county assessments. Those are the only disclosures with regard to these Agenda items that I have.

Governor: Thank you, Mr. Mohlenkamp. And by way of background and explanation on 42, I was the one who sought to have this item approved. I do understand it's a very important contract, and I've spoken with Director Willden about this, but it's a significant amount of money. It's \$266 million. And when we get our packets, there's essentially one sheet of paper that provides explanation with regard to this contract. This is in no way to be construed that this is critical of the contractor in this case. I just have several specific questions with regard to how it's going before I'm in a position to be able to approve the contract. So having said that, with regard to Agenda Item No. 9, I have questions on Contracts 4, 18, 21, 24, 25, 41, 44, 49, 57, 61 and that's all. Mr. Secretary, do you have any contracts that you want to go over?

Secretary of State: (Inaudible).

Governor: With regard to Contract No. 4, and I understand this is your contract, Mr. Secretary, I was just seeking a little more background. My understanding is you've had trouble filling this position?

Secretary of State: Yes, Governor. This position's been vacant for about four months. We first hired for this position when it became vacant in September of 2011. At that point we'd received 14 applications. Eight or nine of those were immediately rejected of not having met the qualifications for the Chief of Enforcement. Diana Foley, who we ultimately hired, was the only one we felt was capable of performing the duties. Shortly thereafter you appointed the Securities Administrator, Carolyn Ellsworth, to the District Court bench.

Governor: Sorry about that.

Secretary of State: That in turn caused another vacancy. She's definitely qualified, and I think is gonna be a fantastic District Court judge. We promoted Diana Foley to the Securities Administrator spot, and so now we have the vacancy in the Chief of Enforcement. And it's an essential position.

Governor: And Mr. O'Callahan (sp?) meets the former hiring requirements that you were seeking?

Secretary of State: Yes, Governor. We've reviewed it extensively with the Attorney General's office for authority to contract out for this position. And they agree that we have the statutory authority to hire. We have also reviewed it extensively with the (inaudible) system, because he is a former employee of Clark County and has some retirement issues there. He's extensively qualified for the position, having been a former criminal prosecutor his entire career, probably handled more jury trials than any prosecutor down there, dealt with extensive fraud cases. This is really a position that serves as the attorney for the division, but also oversees all of the enforcement, which includes five criminal investigators. And we have a substantial caseload, 65 criminal investigations open, 107 investigations open on the compliance side, 42 inspection files for a total of 214 open cases, amongst only 18 staff. So the amount of staff we have in that division is already at a 30 percent decrease from when I took office, so they're a bit underwater and could certainly use the help. And I would mention also, just for the record, that they generate a substantial amount of revenue. Projected in 2012, that division will bring in \$20 million. In fines and fees alone, they brought in \$3.3 million, and in 2011, \$1.4 million thus far. And that has dropped off a little bit due to the fact the state hasn't received any auction rate security settlements recently, but, I think, also attributed to the fact that they're understaffed. And so if we can get them up and running, hopefully, they'll be able to generate some more revenue.

Governor: Last question is the contract term is 2 years and 356 days, so will this be a permanent contract with this individual?

Secretary of State: No, Governor. The reason we structured it that way is so that when I left office, somebody else would be at liberty to bring in their own person. This, if it was vacant, would be an (inaudible) appointee of the Secretary of State. So I've got less than a thousand days left in my term, and this contract contemplates remaining in effect until then. And then the next Secretary of State would have the authority to bring in their own person. Sounds like a lot of money, but it actually equates to the annual salary of the position, which is \$95,150. And when you break it out over a 40 hour work week, it's just over \$45 an hour, which I think is pretty reasonable, given his experience and the fact we're hiring an attorney on board. And there's savings for the state. It represents about a 26 percent savings by structuring this through a contract as opposed to hiring him on as an employee.

Governor: And will he be devoting his whole practice to this?

Secretary of State: No, Governor. He is an independent contractor, and so it's anticipated that we would use him in a full-time capacity. And certainly, if he wanted to take on additional clients, he could do so, as long as it didn't interfere with his duties with the division.

Governor: Thank you, Mr. Secretary. Move on. No. 18. Good morning, sir.

Christian Munson: Good morning. My name is Christian Munson (sp?). I'm the Deputy Administrator for Professional Services with the State and Public Works (inaudible).

Governor: And my question here is what is the DMV South Reno facility? Is that that vacant piece of land that's out there in South Meadows?

Christian Munson: Yes, sir.

Governor: So is there -- what does this contract contemplate with regard to that vacant piece of land?

Christian Munson: This contract and one other just like it for a DMV in southern Nevada is for programming and schematic design only. And in architecture vernacular, that's kind of like the conceptual planning for a project, but not the construction detailing or the bid documents necessary to go out to construction. So it's just planning only.

Governor: So is there a plan to build a DMV facility in South Reno? I know we've purchased - - that property was purchased a while ago, but, I guess, this is the first -- the reason I brought this up is I wasn't aware that we were proceeding forward with these initial plans to construct a new DMV facility in South Reno.

Christian Munson: Yes, sir. The property was purchased, I think, in 2003, for the purpose of constructing a DMV eventually on that site. These contracts are not for construction. They're only for planning. And the effort really, I think, is to define what a DMV should be, going forward the next 10, 15, 20 years. So we're gonna spend more effort in identifying future needs, on automobiles, circulation, how technology through computers and GPS systems, that type of thing, might change a DMV. So this contract is more of an investigative one, planning only.

Governor: Is that -- I mean, this is with an architectural firm. So do these architects do all these studies with traffic and the things that you just described?

Christian Munson: They do so with the help of consultants that would come on board with their team, but there would be conceptual planning for a DMV building on that site, so that's the reason for an architectural firm to be involved.

Governor: I suppose that Director Breslow's not here or a representative from DMV? My reluctance is this, is that this is a quarter million dollars to, as you say, can do this conceptual planning for a DMV building in South Reno, when I really haven't had a conversation with the director, whether we still need that, or the one over there on Kietzke is still adequate. There is just, I suppose, some policy issues I'm curious about before we spend a quarter million dollars on a building that may never be built.

Christian Munson: I understand that concern and I appreciate that. While the director's not here, I do know that their facility over on (inaudible) Lane suffers from inadequate parking. I know that there's a struggle there, and also program concerns with that facility that can't be really addressed through a remodeling of that particular building. But they have indicated and indicated at the legislative session this last year when this project was approved at that point, that there was a need and a desire to move forward in South Reno, as well as the Las Vegas site, with at least the conceptual planning. The understanding would be that it might be 2013, even 2015 before the construction money would be requested of the legislature.

Governor: So when you say this was approved, what type of approval was there by the legislature for this project?

Christian Munson: This, along with, I think, 51 other projects were approved to form the 2011 Capital Improvement Program. So they were authorized and funded through the legislative process to make our CIP program.

Governor: Okay. And I probably should know this, but, I mean, I don't recall their seeking or there being an approval for the construction of a building in South Reno. But are you saying that the approval was at least for these preliminary funds to do essentially, pardon the pun, the groundwork for the construction of this facility?

Christian Munson: Yes, sir. The planning project was approved in the legislative session as a part of 2011 CIP.

Governor: All right. Thank you very much.

Christian Munson: You're welcome.

Governor: Mr. Secretary, do you have any questions on this one?

Secretary of State: No.

Governor: Thank you, sir. Next contract is 21, Commission on Economic Development and the Board of Regents. Mr. Mohlenkamp, this is an extension or essentially additional funding to a contract that this Board previously approved?

Clerk: Governor, I understand what they're asking for. They received -- they have additional funds that are available under the State Career Enhancement Program, and what they're looking to do is allocate some of those funds toward this proposal, basically. Essentially, it doubles the money or it puts 50 percent more money to increase their ability to do training, you know, for people to get ready for work. I don't have the details on the specific type of training they're gonna do with this funding, and I was hoping that there would be a representative here, but I can certainly get that data, or we can hold this over, if you'd like.

Governor: Well, I agree. I'm not -- I'm very supportive of job training and these efforts that the state needs to engage in, specifically with regard to economic development. I just want to ensure that when we're spending \$750,000 that we're doing it in the areas that are consistent and compliment our Economic Development Plan. And I would be very confident that if there was somebody there that they would say that they are, but I just wanted some specificity with regard to when we give this money to the -- or we send this money to the Board of Regents, that they are indeed coordinating their retraining efforts with the areas that we have need and are working to establish through the Economic Development Plan.

Clerk: Yeah, you know, Governor, from my discussions with the director, Mr. Willden, that there have been -- really have been working to engineer their training to be very targeted towards the sectors that Nevada needs to advance. I know they're been working with the Economic

Development team in that regard. And so I would think that they really are doing that, but I don't have specific information at this point in time.

Governor: Thank you. Contract No. 24, Mr. Willden. And thank you, Mr. Willden. I understand this contract and several others within the Agenda today have to do with the UPL or the Upper Payment Limit. And I know it's a very complex area, and I'd appreciate it if you could essentially provide a simplified explanation as to what these contracts are accomplishing and what they mean to the state.

Mike Willden: Thank you for the Governor for the -- thank you, Governor. For the record, I'm Mike Willden. I serve as the Director of Health and Human Services. And with me at the table is Lynn Carrigan, who is the Chief Financial Officer of Medicaid. I've handed out a little three-page what I would call the ABC's of Medicaid financing. As you know, Governor, there are several opportunities that states have under Federal law to make, if you will, enhanced payments through the program, and opportunities where we can use other people's money, other than the general fund, to make payments to improve Nevada's healthcare system, particularly to our hospitals. Today, you see Items 24 through 40 that deal with those. You've asked just for Items 24 and 25, but all of the items, 24 through 40, basically relate to the same thing. The three-page -- well, before I go into the three-page handout, just to remind you of some of the issues or the programs that we run. And, again, this is where we're leveraging other people's money, other than general fund, to act as the non-Federal share in the Medicaid program. Sort of simply stated, the Medicaid program has a set of rules. The Federal government will pay for roughly 55 percent of the healthcare costs, and so the state has to come up with roughly 45 percent of the healthcare costs, and we do that either through a direct use of general fund or by using other people's money. Where we use other people's money is in programs like the Disproportionate Share Hospital Program, where we use local dollars to act as the non-Federal share to make payments to hospitals who provide a disproportionate amount of services to indigent patients. The programs here today that we're looking at, we run several or two Upper Payment Limit Programs, where we can pay bigger payments to hospitals. When I say bigger payments, Medicaid pays one rate. Medicare pays a higher rate. And if you can find a funding source, then you can pay the difference to the hospitals of what Medicare would've paid them versus what Medicaid pays them. We run a Graduate Medical Education Program, which is Item No. 25. We run school-based claiming programs where we use the schools' money as the non-Federal share. And as you know, we're working on a private hospital Upper Payment Limit Program that we haven't yet got all the I's dotted and T's crossed. We run a County Match Program, where we use county dollars to fund institutional care for certain recipients. So that said, the three-page chart here, let me just kind of walk through what Items 24 and 25 do. The first two charts in your packet are how the inpatient and outpatient Upper Payment Limit Program works for public hospitals. So I, in my own little writing, and I apologize for that, in the upper left corner, I have a blue list and a yellow list of numbers there. The yellow list is how we are contracting or signing the inner local agreements with the various counties who provide the non-Federal share for this Upper Payment Limit Program. So the yellow list, you know, BOE Items 24, 27, 29, 31, 34, 36, 38 and 40 all are how we contract with those local governments, Clark, Humboldt, Lander, Lincoln, Mineral, Pershing, Lyon and White Pine County, to get the non-Federal share to match those dollars with Federal dollars, and then we, in turn, make those yellow payments in the boxes. So the counties put forward the non-Federal share, we match it with Federal dollars under the 45/55 matching things, and we make payments to the counties. The blue list is how the counties provide what we call a voluntary contribution, in excess of the

non-Federal share, to the state, and that helps us fund the box of what we call the net state benefit. So the blue money isn't funding the payments to hospitals. It basically funds a reserve account that we use then to fund other Medicaid programs. So it's a win-win-win program, where the local governments put up money. The hospitals in their areas, their counties get these enhanced payments, significantly more than the amount that they contribute. And then we keep a net state benefit that we use, like general fund, to fund other services in the Medicaid program. So that's how the public hospital inpatient and outpatient work. And then on the third sheet is how graduate medical education works, and that's Item 25. And on the graduate medical education chart, the county, Clark County, puts in money, and the similar thing happens as in the Upper Payment Limit Program. We use their money, and we fund -- we use that to match Federal dollars and make an enhanced payment back to UMC, because they are teaching hospital -- or use residents to provide services, and under Federal rules, if we can find a non-Federal share, we can make enhanced payments to the hospital. And then, again, we get a small net benefit out of that. What you don't see on the BOE Agenda today, and I've noted on all three things, there's a blue thing that says future BOE, future BOE on all of the charts. At the next BOE, you will see the Clark County contract come forward on the voluntary contribution for Clark County. We missed, you know, being able to get that to this Board, so that would have to come forward to the next BOE. And that's about a \$40 million voluntary contribution from Clark County over a five year period. So in summary, that's how it works. We get voluntary contributions. We get the non-Federal share. We use those to match Federal funds. We make enhanced payments to these public hospitals. And we get some benefit out of it that we reinvest into the Medicaid program. Hope that's ABC's and not too complex.

Governor: No, I appreciate, Mr. Willden, your providing that explanation, because it's probably as complex as it gets, but it also highlights your abilities and efforts to not only manage the program, but manage it in a way that brings an additional \$12 million to the Medicaid program, which in turn serves more people and provides more services. So I as much asked you to come up here to provide an explanation is to also compliment you and your staff for all of your efforts in this regard, because these are some of the things that essentially happen behind the scenes, but really have a big impact for the people of state of Nevada, and I wanted to thank you for that.

Mike Willden: Thank you, Governor. Mr. Duarte and his staff do an excellent job of running these programs and leveraging other people's money wherever we can to match with Federal dollars. And I can assure you, there aren't too many programs out there in the Federal guidelines, in the Federal world that we aren't currently leveraging. And the only one that we are not, that I can think of, that's not off the ground is the private hospital UPL, and, as you know, we've been working on that the last two years. Hopefully, we'll be able to bring some contracts forward to the Board soon.

Governor: But this UPL has been in the works for how many months, Mr. Willden?

Mike Willden: The private hospital one we've been working on, we just -- 25 months to develop that funding mechanism. These others took, I mean, they've been in place many, many years. The public hospital and these others have been in place many years. They take months to develop. There's a state plan approval process. There's lots of negotiations with the hospital system, getting the money provided, but, yes, the private hospital one we've been working on the last two years. We submitted a state plan in January, two years ago, just barely got the approval from the Feds, and now we're going through the next steps to get...

Governor: And that was my next question. You've accomplished all the Federal approvals and hurdles, and we have everything we need from the Federal government. It's just a matter of finalizing these negotiations between the private hospitals?

Mike Willden: That's correct.

Governor: And while you're here, Mr. Willden, I did have a question with regard to Contract No. 41. And just essentially, this is an outside entity that is going to essentially audit the Medicaid payments? I see Mr. Duarte has come to the table.

Charles Duarte: Good morning, Governor and Secretary of State. Charles Duarte, for the record. Be happy to answer any questions.

Governor: Mr. Duarte, if you would just provide a brief explanation. Again, I don't question the need for this, but I think it's important to have a full understanding of exactly what this contractor's going to do and what it means to the state.

Charles Duarte: Yes, certainly, be glad to. When the Affordable Care Act passed back in March of 2010, it included a provision to expand state Medicaid agencies responsibilities to audit facilities, primarily hospitals, nursing facilities, et cetera. And the reason for this audit was to obviously improve program integrity overall. For the state of Nevada, we had been doing a lot of these activities, actually using this same vendor, Health Management Systems, in a slightly lesser capacity for recoveries and audits, but my staff was doing that as well. And I have staff here who are responsible for facility overpayment investigations and recovery work, which brings in about three million a year just for state efforts. But this was a requirement of the Affordable Care Act, which basically was for states to implement a program that started in the Federal Medicare program about four years ago by the same name, Recovery Audit Contracting. And the idea is that we will enter into contingency fee agreements with these audit firms to look at facility payments, and if there are inappropriate payments, that we will recover those, and they will get a contingency fee based on the amount of that recovery is. You can see 8.75 percent. And for underpayments, which occasionally get identified, they would get a fixed fee for that. And so this is primarily a contingency fee based contract, using the services of HMS to audit facilities that are contracted with the Medicaid program.

Governor: So they'll be complimenting what you're doing right now?

Charles Duarte: Precisely.

Governor: And do they have a history in other states of how they've performed? I mean, do you have any idea, have they had success in other places?

Charles Duarte: HMS is a rather large company that has done a lot of recovery work in other states. They have contracts not specifically in this function of recovery audits, but in doing what we call third-party liability audits of facilities and providers in 22 states. And they had a contract -- they're actually a subcontractor to a firm that worked with us for about five years doing these types of third-party recovery audits and were very successful in the state of Nevada in assisting us in recovering monies from facility overpayments. So they do have a track record related to

audit activity, but I believe this is a new line of business for them, and there are a lot of vendors out there who are somewhat new to this activity. I do have a staff member here who may be able to answer questions regarding the procurement and their specific experience in this area, but I don't believe they were a certified recovery audit contractor for Medicare, previously. Okay. This is new business for the Medicaid program. Again, it was a pilot in the Medicare program, and there were a limited number of pilot providers for Medicare, so a lot of these companies are new to the Medicaid program for recovery audits.

Governor: Thank you, Mr. Duarte. And perhaps after six months or so, I'd appreciate a report on how they're doing.

Charles Duarte: Be happy to do that. We're gonna be watching this closely as well.

Governor: Thank you. Any questions, Mr. Secretary?

Secretary of State: (Inaudible).

Governor: And I'm not -- Mr. Willden, I'm not sure, but I'm moving to Contract 44.

Phil Wyrick: Good morning, Governor.

Governor: Good morning.

Phil Weyrick: (Inaudible) Phil Weyrick, Administrative Services Officer for the Health Division.

Governor: Good morning, Mr. Weyrick. And my question here is just there was an interesting statement in here about the survey work is being divided between UNR and UNLV. Contract negotiations with the universities took an inordinate amount of time. Is there...

Phil Weyrick: Yes, yes.

Governor: ...is there a problem or...

Phil Weyrick: In the past. This isn't a new effort. Behavioral risk factor surveillance system surveys have been going on for many, many years, probably decades. It's always been done in the past by a private company. My administrator, Rich Whitley, has been trying over the last year to build a partnership between the two university systems so that we can, you know, get some money back into the state instead of allowing a private contractor to do this work. So that did take some negotiating skills to get the two universities to work together and to be able to split the workload. And although we did it as fast as we could, it just took some time through the different bureaucracies to get that done.

Charles Duarte: Governor, I wanted to also point out that you'll see the other contract for the other university coming back (inaudible) I believe it's in the February Agenda; is that correct?

Male: Yes, sir.

Charles Duarte: So you'll see that coming up on the next Agenda.

Governor: Thank you very much. 57. Is somebody here from Department of Corrections?

Deborah Reed: Good morning. My name is Deborah Reed. I'm Deputy Director of Support Services. I'm here to answer your questions.

Governor: Thank you, Ms. Reed. And I -- this one was just interesting to me that...

Deborah Reed: It is.

Governor: ...so we're going to be buying all our shoes from California prisons. Is there -- the ones we have now are -- it's not, I mean, I guess what's the -- what was the reason for having to do this contract?

Deborah Reed: What has happened over time is that our -- at different facilities we have different activity levels for our inmates. And at some of our higher activity facilities, like Southern Desert and High Desert, the lower grade shoe that we were using were not lasting for any length of time. We estimated that they were lasting in an active facility about two months, and so we were replacing shoes all the time. And what we did is, based on recommendations from another state, they highly recommended California's shoes. So we did a test of them. And we have -- they're estimating between six and nine months that they're lasting now versus two months at our high activity facilities.

Governor: So this will -- I don't know if it'll save a substantial amount of money, but have you quantified that in any way?

Deborah Reed: I'm not sure, because we're buy -- the shoes that we have bought from the ones that we tested from California are lasting anywhere from six to nine months in our active yards. The thing that kind of makes it hard to determine is inmates do have the ability to buy shoes from our stores too. And if they don't -- if they wanna buy Nikes or whatever shoe that they want, they're not gonna get the prison issue ones, because the administrative regulations only allow them so much personal property. So it's really kind of hard to measure, but the fact that the old shoes that we were using last about six months. It's about \$25 for every six months, because we were replacing them at that cycle. The ones that we're buying now for \$9.15 from California lasted six to nine months, and we've got a couple pairs, I guess, over that limit. So I think in the long run there will be savings, but it's hard to tell.

Governor: Thank you very much, Ms. Reed. My last question is on Contract 61, Wildlife.

Patrick Cates: Good morning.

Governor: Good morning.

Patrick Cates: Patrick Cates, Deputy Director, Department of Wildlife. Be happy to answer any questions.

Governor: My question here is we're contracting with BLM to perform the duties of this juniper removal and underbrush removal, I guess. Do they turn around and hire a private contractor, or do they do the work themselves?

Patrick Cates: Both. They use BLM fire crews primarily, but depending on the nature of the work, they may bring in contractors for some part of it. It's my understanding they're going to be using their fire crews for this.

Governor: And I've seen personally that some of our inmate crews perform this function, at least up at Lake Tahoe. Is this something that our inmates could do for this contract as well?

Patrick Cates: We consulted with Forestry about that possibility, and the remoteness of the location was an issue for them. The nearest crew is out of Carson City. This is up by Cedarville, northern Washoe County, about a five, six hour drive each direction. And they would have to camp out and have guards and all that sort of stuff. It really wasn't cost effective for them.

Governor: Understood. Thank you very much. Okay. I have no further questions. Mr. Secretary, do you have any questions with regard to Agenda Item No. 9?

Secretary of State: No, Governor.

Governor: Chair will accept a motion for approval of contracts numbered 1 through 65, with the exclusion of 42 and 63.

Secretary of State: So motioned.

Governor: Second the motion. Are there any questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes.

10. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Comments:

Governor: Move on to Agenda Item No. 10, which is Board Member Comments. I have none. Secretary?

Secretary of State: No.

Governor: Are there any members of the public in Carson City or Las Vegas who have any Public Comment for the Board?

***11. FOR POSSIBLE ACTION – ADJOURNMENT**

Motion By:	Seconded By:	Vote:
Comments:		

Governor: Hearing none, I'll close the Public Comment period and adjourn the meeting. Thank you, ladies and gentlemen. Happy New Year.

Respectfully submitted,

JEFF MOHLENKAMP, CLERK

APPROVED:

GOVERNOR BRIAN SANDOVAL, CHAIRMAN

ATTORNEY GENERAL CATHERINE CORTEZ MASTO

SECRETARY OF STATE ROSS MILLER



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>

Date: January 19, 2012
To: Janet Murphy, Budget Analyst V
Department of Administration
From: Cathy Gregg, Budget Analyst IV 
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners meeting. An analysis of the action item and recommendation is also provided.

DEPARTMENT OF TAXATION

Nature of the Request

Pursuant to Senate Bill 493, Section 16.7 of the 2011 Legislature, the Department of Taxation must submit mining claim refund requests to the Board of Examiners for approval. The Department of Taxation is requesting authority to pay 50 refund requests totaling \$588,830.

Recommendation

Below is a table summarizing the actions either approved or pending Board approval at this time, and provides an outlook for future potential mining claim refunds. This action item is recommended for approval.

BOE Meeting Date	Mining Refund	MBT Credit	Grand Total
November 2011	\$8,179,929.50	\$538,050.00	\$8,717,979.50
December 2011	\$522,960.00	\$7,140.00	\$530,100.00
January 2012	\$5,689,309.00	\$0.00	\$5,689,309.00
February 2012	\$588,830.00	\$74,200	\$663,030
Totals to Date	\$14,981,028.50	\$619,390.00	\$15,600,418.50
Total Mining Claims Deposited in State General Fund			\$18,155,101.50
			Difference
			\$2,554,683.00

REVIEWED: 
ACTION ITEM: _____



STATE OF NEVADA
DEPARTMENT OF TAXATION

Web Site: <http://tax.state.nv.us>

1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

RENO OFFICE
4600 Kietzke Lane
Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 687-9999
Fax: (775) 688-1303

BRIAN SANDOVAL
Governor
ROBERT R BARENGO
Chair, Nevada Tax Commission
WILLIAM CHISEL
Executive Director

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

HENDERSON OFFICE
2550 Paseo Verde Parkway, Suite 180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

Date: January 19, 2012
To: Cathy Gregg, Budget Analyst 4
From: Brody Leiser, Deputy Executive Director *BL*
CC: Janet Murphy, Budget Analyst 5
Alex Haartz, Program Analyst, Legislative Counsel Bureau
Subject: Board of Examiners Action Item – Mining Fee Refunds

In accordance with Senate Bill (SB) 493 (see Attachment A) of the 2011 Legislative Session, the Department of Taxation requests the Board of Examiners' approval for payment of the attached list of 50 applications for mining fee refunds, totaling \$588,830.00 (see Attachment B). These refunds are for amounts paid by mining claim holders pursuant to Nevada Revised Statute (NRS) 517.187 (see Attachment C). Section 16.7 of SB 493 repeals NRS 517.187 for mining claims fees adopted in Assembly Bill (AB) 6 during the 26th Special Session. AB 6, section 47 (see Attachment D, page 54), amended NRS 517.187 to impose an additional fee on each filing by persons holding 11 or more mining claims. The fees deposited by the State Controller in the State General Fund for FY 2010-FY 2012 totaled \$18,155,101.50.

Attachment B represents the Taxation's fourth submittal to the Board for approval of refund applications that the department received for amounts it verified were paid by the mining claim holders to the county recorders, forwarded by the county treasurers, and received by the State Controller's Office. SB 493, section 16.7, subsection 6 provides that all such claims presented by the department and approved by the Board "must be paid from the State General Fund."

SB 493, section 16.7, subsection 2 provides that the amount of fees paid by mining claim holders may be applied against the applicant's Modified Business Tax (MBT) liability with the excess amount carried forward until it is exhausted, unless the department determines it impractical to provide the full credit. Amounts that are not applied against an MBT liability will be refunded to the applicant. Due to lack of staff to track mining claim credits manually over an extended period, the department established a one-year timeframe in which it would be practicable to track and apply these amounts against MBT liabilities. Of the 54 applications received and verified to date for this fourth submittal to the Board, the department identified four with MBT accounts that will have the requested refund amounts, totaling \$74,200, applied to their liabilities over the following year.

The department will continue to present refund applications to the Board each month for payment approval as it receives and verifies them. Pursuant to Section 16.7 of SB 493, applications for mining fee refunds will be accepted until June 30, 2013. To date, the department has forwarded 617 applications for refund, totaling \$14,981,028.50, for Board approval and identified 21 applicants that will have refund amounts, totaling \$619,390.00, applied to their MBT account liabilities.

Please contact Carolyn Misumi at 684-2071 if you have questions or require additional information.

Attachments

2

Cathy Gregg

From: Carolyn Misumi
Sent: Thursday, January 19, 2012 12:00 PM
To: Cathy Gregg
Cc: Mark Winebarger; Janet E. Murphy; Bill Chisel; Brody Leiser
Subject: Revised BOE Request for Mining Fee Refunds #4 01-19-12
Attachments: BOE Request for Mining Fee Refunds #4 01-19-12.pdf

Hi Ms. Gregg:

As requested, I have corrected the Request for Mining Fee Refunds memorandum for the February 14, 2012 Board of Examiners meeting to reflect the amount of refunds that will be applied to the taxpayer's Modified Business Tax liability. Let me know if you require any additional information. Thank you.

Senate Bill No. 493–Committee on Revenue

CHAPTER.....

AN ACT relating to mining; creating the Mining Oversight and Accountability Commission and establishing its membership, powers and duties; revising provisions governing the calculation of net proceeds from certain mining operations conducted in this State; repealing a fee imposed on certain filings regarding mining claims; making an appropriation; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

Existing law does not provide for a single administrative body to oversee the activities of the various state agencies that have responsibility for the taxation, operation, safety and environmental regulation of mines and mining in this State. **Section 5** of this bill creates the Mining Oversight and Accountability Commission, consisting of seven members appointed by the Governor. Two of the members must be recommended by the Majority Leader of the Senate and two by the Speaker of the Assembly. In the first biennium, one member must be recommended by the Minority Leader of the Senate. In the next biennium, one member must be recommended by the Minority Leader of the Assembly. The authority of the Minority Leader of the Senate and the Minority Leader of the Assembly to make those recommendations alternates each biennium thereafter. **Section 7** of this bill requires the Commission to provide oversight of compliance with Nevada law relating to the activities of each state agency with respect to the taxation, operation, safety and environmental regulation of mines and mining in this State. **Section 7** also identifies particular state entities that are subject to the supervision of the Commission with respect to their activities related to mines and mining: (1) the Nevada Tax Commission and the Department of Taxation in the taxation of the net proceeds of minerals; (2) the Division of Industrial Relations of the Department of Business and Industry concerning the safe and healthful working conditions at mines; (3) the Commission on Mineral Resources and the Division of Minerals of the Commission; (4) the Bureau of Mines and Geology of the State of Nevada; and (5) the Division of Environmental Protection of the State Department of Conservation and Natural Resources in its activities concerning the reclamation of land used in mining. **Sections 8 and 13-16** of this bill establish certain reports and other information that those entities are required to provide to the Commission. **Section 11** of this bill authorizes the Commission to request the Legislative Commission to direct the Legislative Auditor to provide for a special audit or investigation of the activities of any state agency, board, bureau, commission or political subdivision in connection with the taxation, operation, safety and environmental regulation of mines and mining in this State. **Section 12** of this bill provides that certain regulations of the Nevada Tax Commission, Administrator of the Division of Industrial Relations, Commission on Mineral Resources and the State Environmental Commission concerning mines and mining are not effective unless they are reviewed by the Mining Oversight and Accountability Commission before being approved by the Legislative Commission. **Sections 12.5 and 12.7** of this bill revise provisions governing the calculation of net proceeds from certain mining operations conducted in this State.

During the 26th Special Session in 2010, the Legislature enacted a law imposing a fee on the filing of an affidavit of the work performed on or improvements made to a mining claim or an affidavit of the intent to hold a mining



claim, if the person who holds the mining claim holds 11 or more mining claims in this State. (NRS 517.187) **Section 16.3** of this bill repeals that law. **Section 16.7** of this bill allows any person who paid that fee to receive a credit of the amount paid against any liability of the person for the state modified business tax or, if that is not practical, a refund of the amount paid.

Section 16.5 of this bill makes an appropriation to the Department of Taxation to fund the costs for the Mining Oversight and Accountability Commission.

EXPLANATION - Matter in *bolded italics* is new; matter between brackets ~~is material to be omitted.~~

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Chapter 362 of NRS is hereby amended by adding thereto the provisions set forth as sections 2 to 12 inclusive, of this act.

Sec. 2. *As used in sections 2 to 12, inclusive, of this act, unless the context otherwise requires, the words and terms defined in sections 3 and 4 of this act have the meanings ascribed to them in those sections.*

Sec. 3. *“Chair” means the Chair of the Commission.*

Sec. 4. *“Commission” means the Mining Oversight and Accountability Commission created by section 5 of this act.*

Sec. 5. 1. *There is hereby created the Mining Oversight and Accountability Commission consisting of seven members appointed as follows:*

- (a) Two members appointed by the Governor;*
- (b) Two members appointed by the Governor from a list of persons recommended by the Majority Leader of the Senate;*
- (c) Two members appointed by the Governor from a list of persons recommended by the Speaker of the Assembly; and*
- (d) One member appointed by the Governor from a list of persons recommended by the Minority Leader of the Senate or the Minority Leader of the Assembly. The Minority Leader of the Senate shall recommend persons for appointment for the initial term, the Minority Leader of the Assembly shall recommend persons for appointment for the next succeeding term, and thereafter, the authority to recommend persons for appointment must alternate each biennium between the Houses of the Legislature.*

2. *The Governor, Majority Leader of the Senate, Speaker of the Assembly, Minority Leader of the Senate and Minority Leader of the Assembly shall confer before the Governor makes an appointment to ensure that:*



Division's previous report, including, without limitation, an accounting of any fees or fines imposed or collected;

(b) The current condition of mining and of exploration for and production of oil, gas and geothermal energy in the State; and

(c) Provide any technical information required by the Mining Oversight and Accountability Commission during the course of the meeting.

4. Shall submit a biennial report to the Governor and the Legislature through the Commission concerning the work of the Division, with recommendations that the Administrator may deem necessary. The report must set forth the facts relating to the condition of mining and of exploration for and production of oil and gas in the State.

Sec. 16. Chapter 514 of NRS is hereby amended by adding thereto a new section to read as follows:

The Director of the Bureau of Mines and Geology shall attend each regular meeting of the Mining Oversight and Accountability Commission created by section 5 of this act and each special meeting if requested by the Chair of the Commission and:

1. Report to the Commission on the activities of the Bureau of Mines and Geology undertaken by the Bureau since its previous report, including, without limitation, the current condition of mining and of exploration for and production of oil and gas in the State; and

2. Provide any technical information required by the Commission during the course of the meeting.

Sec. 16.3. NRS 517.187 is hereby repealed.

Sec. 16.5. 1. There is hereby appropriated from the State General Fund to the Department of Taxation to fund the costs for the Mining Oversight and Accountability Commission created by section 5 of this act the sums of:

For Fiscal Year 2011-2012.....	\$17,050
For Fiscal Year 2012-2013.....	\$17,050

2. Any balance of the sums appropriated pursuant to subsection 1 remaining at the end of the respective fiscal years must not be committed for expenditure after June 30 of the respective fiscal years by the entity to which the appropriation is made or any entity to which the money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any other purpose after September 21, 2012, and September 20, 2013, respectively, by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred,



6

and must be reverted to the State General Fund on or before September 21, 2012, and September 20, 2013, respectively.

Sec. 16.7. 1. Any person who paid any fee, interest or penalty imposed pursuant to NRS 517.187 may, on or before June 30, 2013, apply to the Department of Taxation pursuant to this section for a credit or refund of the total amount paid by the person pursuant to NRS 517.187.

2. Upon the receipt of an application pursuant to subsection 1 and proof to the satisfaction of the Department of Taxation of the total amount paid by the applicant pursuant to NRS 517.187, the Department shall:

(a) Except as otherwise provided in paragraph (b), allow the applicant a credit of the total amount paid by the person pursuant to NRS 517.187 against any liability of the person for the tax imposed pursuant to NRS 363B.110, and carry any unused portion of the credit forward until the credit is exhausted; or

(b) If the Department determines that it is impractical to provide a full credit to the applicant pursuant to paragraph (a), cause to be refunded to the applicant the total amount paid by the applicant pursuant to NRS 517.187.

3. A person who paid any fee, interest or penalty imposed pursuant to NRS 517.187 is not entitled to receive any penalty or interest on the amount paid.

4. The failure of any person to apply to the Department of Taxation pursuant to subsection 1 within the time prescribed constitutes a waiver of any demand against the State for any credit or refund of any fee, interest or penalty paid by or on behalf of the person pursuant to NRS 517.187.

5. Each county recorder shall, upon the request of the Department of Taxation, provide to the Department such documentation as the Department determines to be necessary to verify the total amount paid pursuant to NRS 517.187 by any person who applies to the Department pursuant to subsection 1.

6. All refunds made pursuant to this section must be paid from the State General Fund upon claims presented by the Department of Taxation, approved by the State Board of Examiners, and allowed and paid as other claims against the State are allowed and paid.

Sec. 17. The Department of Taxation shall submit to the Mining Oversight and Accountability Commission created by section 5 of this act at the first regular meeting of the Commission following the effective date of this section a comprehensive audit program that sets forth the Department's plan for completing an audit of every mining operator or other person who is required to



file a statement concerning the extraction of minerals in this State pursuant to NRS 362.100 to 362.240, inclusive.

Sec. 17.3. The amendatory provisions of section 12.5 of this act:

1. Do not apply to or affect any determination of gross yield or net proceeds required pursuant to NRS 362.100 to 362.240, inclusive, for the calendar year 2011.

2. Apply for the purposes of estimating and determining gross yield and net proceeds pursuant to NRS 362.100 to 362.240, inclusive, for the calendar year 2012 and each calendar year thereafter.

Sec. 17.5. The amendatory provisions of section 12.7 of this act:

1. Do not apply to or affect any determination of gross yield or net proceeds required pursuant to NRS 362.100 to 362.240, inclusive, for the calendar year 2013.

2. Apply for the purposes of estimating and determining gross yield and net proceeds pursuant to NRS 362.100 to 362.240, inclusive, for the calendar year 2014 and each calendar year thereafter.

Sec. 17.7. 1. The Nevada Tax Commission, on or before January 1, 2012, and subject to the requirements of section 12 of this act, shall adopt regulations to carry out the provisions of NRS 362.120, as amended by section 12.5 of this act.

2. In adopting regulations pursuant to subsection 1, the Nevada Tax Commission shall amend or repeal any of its existing regulations that conflict or are inconsistent with the provisions of NRS 362.120, as amended by section 12.5 of this act.

Sec. 18. Notwithstanding the provisions of section 5 of this act, as soon as practicable after the effective date of this section, the Governor shall appoint to the Mining Oversight and Accountability Commission created by section 5 of this act:

1. One member pursuant to paragraph (a), (b) and (c), respectively, of subsection 1 of that section whose term expires on June 30, 2012; and

2. One member pursuant to paragraph (a), (b), (c) and (d), respectively, of subsection 1 of that section whose term expires on June 30, 2013.

Sec. 19. 1. This section and sections 1 to 12, inclusive, and 13 to 18, inclusive, of this act become effective upon passage and approval.

2. Section 12.5 of this act becomes effective on January 1, 2012.



3. Section 12.7 of this act becomes effective on January 1, 2014.



Refund of Mining Fees Paid Pursuant to NRS 517.187
As of January 11, 2012

#	Name	Make Check Payable To	County	Date	Amount Paid
			Where Fees Paid	Received	
1	NEWMONT MINING CORPORATION FOR FRONTEER DEVELOPMENT (USA) INC	NEWMONT MINING CORP	ELKO	11/09/11	\$ 26,130.00
2	NEWMONT MINING CORPORATION FOR FRONTEER DEVELOPMENT (USA) INC	NEWMONT MINING CORP	ELKO	11/09/11	\$ 49,140.00
3	NEWMONT MINING CORPORATION FOR FRAZER CREEK EXPLORATION CO INC	NEWMONT MINING CORP	ELKO	11/09/11	\$ 2,535.00
4	KYLLO ENTERPRISES LLC	KYLLO ENTERPRISES LLC	CHURCHILL	11/29/11	\$ 3,920.00
5	ED TOMANY	ED TOMANY	NYE	12/02/11	\$ 1,050.00
6	TAHOE MILLING INC	TAHOE MILLING INC	PERSHING	12/02/11	\$ 1,400.00
7	HUGH CALVIN INGLE	HUGH CALVIN INGLE	MINERAL	12/06/11	\$ 1,890.00
8	QUATERRA ALASKA INC FOR SINGATSE PEAK SERVICES LLC	QUATERRA ALASKA INC	LYON	12/08/11	\$ 24,480.00
9	QUATERRA ALASKA INC FOR ARIMETCO INC	QUATERRA ALASKA INC	LYON	12/08/11	\$ 1,610.00
10	QUATERRA ALASKA INC FOR LARRY MCINTOSH	QUATERRA ALASKA INC	LYON	12/08/11	\$ 7,055.00
11	QUATERRA ALASKA INC FOR MAJUBA MINING LTD	QUATERRA ALASKA INC	LYON	12/08/11	\$ 4,690.00
12	QUATERRA ALASKA INC FOR TOIYABE EXPLORATION CO	QUATERRA ALASKA INC	LYON	12/08/11	\$ 700.00
13	QUATERRA ALASKA INC	QUATERRA ALASKA INC	LYON	12/08/11	\$ 50,745.00
14	QUATERRA ALASKA INC	QUATERRA ALASKA INC	LYON	12/08/11	\$ 9,690.00
15	QUATERRA ALASKA INC FOR ARDEN L LARSON	QUATERRA ALASKA INC	EUREKA	12/08/11	\$ 280.00
16	QUATERRA ALASKA INC FOR ARDEN L LARSON	QUATERRA ALASKA INC	NYE	12/08/11	\$ 420.00
17	QUATERRA ALASKA INC FOR NORTH EXPLORATION	QUATERRA ALASKA INC	DOUGLAS	12/08/11	\$ 560.00
18	HARRIS & THOMPSON FOR ESO URANIUM (USA) INC	ESO URANIUM (USA) INC	MINERAL	12/15/11	\$ 19,125.00
19	HARRIS & THOMPSON FOR AMERA RESOURCES (US) INC	AMERA RESOURCES (US) INC	NYE	12/15/11	\$ 4,130.00
20	HARRIS & THOMPSON FOR ANTLER PEAK GOLD INC	ANTLER PEAK GOLD INC	MINERAL	12/15/11	\$ 37,655.00
21	HARRIS & THOMPSON FOR GOLD STANDARD VENTURES (US) INC	GOLD STANDARD VENTURES (US) INC	ELKO	12/15/11	\$ 40,035.00
22	HARRIS & THOMPSON FOR CANYON COPPER CORP	CANYON COPPER CORP	MINERAL	12/15/11	\$ 109,905.00
23	HARRIS & THOMPSON FOR AMERICAN RUBY MINES (US) INC	AMERICAN RUBY MINES (US) INC	EUREKA	12/15/11	\$ 910.00
24	HARRIS & THOMPSON FOR SILVERTHORN EXPLORATION INC	SILVERTHORN EXPLORATION INC	NYE	12/15/11	\$ 5,530.00
25	HARRIS & THOMPSON FOR ESO URANIUM (USA) INC	ESO URANIUM (USA) INC	MINERAL	12/15/11	\$ 7,650.00
26	HARRIS & THOMPSON FOR MINERATOR INC	MINERATOR INC	CHURCHILL	12/15/11	\$ 2,730.00
27	HARRIS & THOMPSON FOR ESO URANIUM (USA) INC	ESO URANIUM (USA) INC	MINERAL	12/15/11	\$ 11,340.00
28	HARRIS & THOMPSON FOR ULTRA LITHIUM INC	ULTRA LITHIUM INC	ESMERALDA	12/15/11	\$ 30,940.00
29	HARRIS & THOMPSON FOR BARREL SPRINGS GOLD LLC	BARREL SPRINGS GOLD LLC	PERSHING	12/15/11	\$ 1,470.00
30	HARRIS & THOMPSON FOR STINA RESOURCES NEVADA LTD	STINA RESOURCES NEVADA LTD	NYE	12/15/11	\$ 2,590.00
31	HARRIS & THOMPSON FOR REPUBLIC DUMPCO INC	REPUBLIC DUMPCO INC	CLARK	12/15/11	\$ 4,760.00
32	HARRIS & THOMPSON FOR MIRAGE MINING INC	MIRAGE MINING INC	MINERAL	12/15/11	\$ 560.00
33	HARRIS & THOMPSON FOR MIRAGE MINING INC	MIRAGE MINING INC	LYON	12/15/11	\$ 420.00
34	HARRIS & THOMPSON FOR MIRAGE MINING INC	MIRAGE MINING INC	LINCOLN	12/15/11	\$ 700.00
35	HARRIS & THOMPSON FOR WPC RESOURCES (USA) INC	WPC RESOURCES (USA) INC	LANDER	12/15/11	\$ 21,760.00
36	HARRIS & THOMPSON FOR WPC RESOURCES (USA) INC	WPC RESOURCES (USA) INC	EUREKA	12/15/11	\$ 8,670.00
37	HARRIS & THOMPSON FOR FEDERATED COMMERCIAL INDUSTRIES	FEDERATED COMMERCIAL INDUSTRIES	LINCOLN	12/16/11	\$ 2,660.00
38	HARRIS & THOMPSON FOR JETCO ENTERPRISES INC	JETCO ENTERPRISES INC	CLARK	12/16/11	\$ 1,470.00
39	HARRIS & THOMPSON FOR DSCL LLC	DSCL LLC	ESMERALDA	12/16/11	\$ 2,310.00
40	HARRIS & THOMPSON FOR INTERNATIONAL RESEARCH TECHNOLOGY	INTERNATIONAL RESEARCH TECHNOLOGY	ELKO	12/16/11	\$ 1,820.00
41	HARRIS & THOMPSON FOR DISCOVERY DYNAMICS INC	DISCOVERY DYNAMICS INC	HUMBOLDT	12/16/11	\$ 2,380.00
42	HARRIS & THOMPSON FOR SNIPER RESOURCES (US) INC	SNIPER RESOURCES (US) INC	HUMBOLDT	12/21/11	\$ 1,120.00
43	HARRIS & THOMPSON FOR SNIPER RESOURCES (US) INC/COLUMBUS GOLD (US) CC	SNIPER RESOURCES (US) INC	WHITE PINE	12/21/11	\$ 7,140.00
44	HARRIS & THOMPSON FOR SNIPER RESOURCES (US) INC/COLUMBUS GOLD (US) CC	SNIPER RESOURCES (US) INC	NYE	12/21/11	\$ 6,290.00
45	HARRIS & THOMPSON FOR GOLDEN REEF MINING CO INC	GOLDEN REEF MINING CO INC	EUREKA	12/21/11	\$ 3,780.00
46	HARRIS & THOMPSON FOR GOLDEN REEF MINING CO INC/DALE ANDERSON	GOLDEN REEF MINING CO INC	CLARK	12/21/11	\$ 1,120.00
47	HARRIS & THOMPSON FOR SEARCHLIGHT MINERALS CORP	SEARCHLIGHT MINERALS CORP	CLARK	12/21/11	\$ 11,340.00
48	HARRIS & THOMPSON FOR DESERT PACIFIC RESOURCES INC	DESERT PACIFIC RESOURCES INC	CLARK	12/21/11	\$ 18,785.00
49	HARRIS & THOMPSON FOR DESERT PACIFIC RESOURCES INC/STEVEN VAN ERT	DESERT PACIFIC RESOURCES INC	CLARK	12/21/11	\$ 840.00
50	HARRIS & THOMPSON FOR PHOENIX JOINT VENTURE	PHOENIX JOINT VENTURE	LANDER	12/21/11	\$ 30,600.00
Total Refunds					<u>\$ 588,830.00</u>

10

NRS 517.180 Location of blind or unknown lode or vein in tunnel. All blind lodes, or veins or lodes not previously known to exist, discovered in a tunnel run for the development of a vein or lode, or for the discovery of mines, and within 3,000 feet from the face of such tunnel, shall be located upon the surface and held in like manner to other lode claims under the provisions of this chapter.

[22:89:1897; C § 229; RL § 2443; NCL § 4141]

General Provisions

NRS 517.185 Fee for each document filed; disposition.

1. In addition to any recording fee, each filing pursuant to NRS 517.050, 517.080, 517.110, 517.140, 517.170, 517.200 and 517.230 must be submitted with a filing fee in an amount established pursuant to subsection 2. The county recorder shall collect the filing fee and, on or before the fifth working day of each month, deposit with the county treasurer all such fees collected during the preceding month. The county treasurer shall quarterly pay the money collected to the Division. The Division shall deposit with the State Treasurer, for credit to the Account for the Division of Minerals created pursuant to NRS 513.103, all money received pursuant to this section.

2. The Commission on Mineral Resources shall, by regulation, establish the filing fee required pursuant to subsection 1 in an amount not to exceed \$6 per claim.

(Added to NRS by 1985, 1494; A 1989, 1595; 1991, 1780; 1993, 298, 1686; 1995, 579; 1999, 891, 3629; 2001, 66)

NRS 517.187 Additional fee for filing made pursuant to NRS 517.230. [Effective through June 30, 2011.]

1. An additional fee is hereby imposed upon each filing made pursuant to NRS 517.230 regarding a mining claim held by a person who holds 11 or more mining claims in this State on the date of that filing, in the amount determined in accordance with subsection 2. The person making that filing shall remit the fee to the county recorder in such a manner that, at the option of that person:

(a) The fee is paid in full at the time of the filing;

(b) One-half of the fee is paid at the time of the filing and the remainder of the fee is paid not later than June 1 of the calendar year immediately following the filing date; or

(c) The fee is paid in full not later than June 1 of the calendar year immediately following the filing date.

2. If the greatest number of mining claims held in this State by any of the persons who hold any of the mining claims to which a filing made pursuant to NRS 517.230 pertains is:

(a) Not less than 11 and not more than 199 on the date of that filing, the fee imposed by this section is \$70 for each mining claim to which the filing pertains.

(b) Not less than 200 and not more than 1,299 on the date of that filing, the fee imposed by this section is \$85 for each mining claim to which the filing pertains.

(c) Not less than 1,300 on the date of that filing, the fee imposed by this section is \$195 for each mining claim to which the filing pertains.

3. The county recorder shall:

(a) Obtain from each person who makes a filing pursuant to NRS 517.230 an affidavit declaring that the greatest number of mining claims held in this State on the date of that filing by any of the persons who hold any of the mining claims to which the filing pertains is:

(1) Less than 11;

(2) Not less than 11 and not more than 199;

(3) Not less than 200 and not more than 1,299; or

(4) Not less than 1,300; and

(b) Based upon the information set forth in that affidavit, collect any fee imposed on that filing pursuant to this section.

4. Any person who:

(a) Fails to pay the fee imposed pursuant to this section within the time required shall pay a penalty in the amount of 10 percent of the amount of the fee that is owed, in addition to the fee, plus interest at the rate of 1 percent per month, or fraction of a month, from the date on which the fee is due until the date of payment.

(b) Knowingly makes a false declaration in an affidavit provided to a county recorder pursuant to subsection 3 is guilty of a misdemeanor and shall pay the amount of any additional fee, penalty and interest required pursuant to this section on account of the falsification.

5. The county recorder shall, on or before the fifth working day of each month, deposit with the county treasurer all the fees, penalties and interest imposed pursuant to this section which are collected during the preceding month. The county treasurer shall quarterly remit all money so collected to the State Controller, who shall place the money in the State General Fund.

6. The State Controller shall take such action as may be necessary to ensure that the fees, penalties and interest imposed pursuant to this section are paid in full.

(Added to NRS by 2010, 26th Special Session, 91)

NRS 517.190 Notice of location: Filing; evidentiary effect. A locator of a mining claim or a claim for a mill site or tunnel right may file with the county recorder a notice of location which is prima facie evidence in all courts of justice of the first location of that claim.

[Part 3:89:1897; A 1907, 418; 1941, 92; 1931 NCL § 4122]—(NRS A 1985, 1501)

NRS 517.195 Separate notices and certificates of location; effect of combining locations in notice or certificate.

1. A locator shall:

(a) Post a separate notice of location; and

(b) Record a separate certificate of location,

11

NRS 517.230 Affidavit of work performed or improvements made; affidavit of owner or claimant; evidentiary effect of affidavits.

1. On or before November 1 of the year for which labor is performed or improvements are made as required by law for a mining claim annually, the person in whose behalf the labor was performed or improvements made, or someone in the person's behalf, shall make and have recorded by the county recorder, in books kept for that purpose in the county in which the mining claim is situated, an affidavit setting forth:

- (a) The amount of money expended, or value of labor or improvements made, or both.
- (b) The character of expenditures or labor or improvements.
- (c) A description of the claim or part of the claim affected by the expenditures or labor or improvements.
- (d) The year for which the expenditures or labor or improvements were made and the dates on which they were made.
- (e) The name of the owner or claimant of the claim at whose expense the improvements or labor was made or performed.
- (f) The names of the persons, corporations, contractors or subcontractors who performed the work or made the improvements.

2. An affidavit made and recorded pursuant to subsection 1 or a copy thereof, certified by the county recorder, is prima facie evidence of the performance of the labor or the making of the improvements, or both.

3. On or before November 1 of each year that the performance of labor or the making of improvements is not required by law for a mining claim, the owner or claimant of the mining claim who intends to hold the claim, or someone in the owner or claimant's behalf, shall make and have recorded by the county recorder, in books kept for that purpose in the county in which the mining claim is situated, an affidavit setting forth:

- (a) The name and address of the owner or claimant of the mining claim.
- (b) The name of the mining claim, and the serial number, if any, assigned to the claim by the United States Bureau of Land Management.
- (c) The date that the affidavit was made.
- (d) A statement that the owner or claimant of the mining claim intends to hold the claim.

4. An affidavit made and recorded pursuant to subsection 3 or a copy thereof, certified by the county recorder, is prima facie evidence that the owner or claimant of the mining claim intended to hold the claim from 12 p.m. on September 1 of the year before the affidavit was made and recorded, until 11:59 a.m. on September 1 of the year that the affidavit was made and recorded.

[10:89:1897; C § 217; RL § 2431; NCL § 4129]—(NRS A 1960, 319; 1961, 422; 1969, 1003; 1971, 2202; 1985, 1502; 1993, 299)

NRS 517.280 Certificates of location need not be sworn to; no required form. Certificates of location need not be sworn to, and are not required to be in any specified form nor to state facts in any specific order, but must truly state the required facts.

[24:89:1897; added 1899, 93; C § 231; RL § 2445; NCL § 4143]—(NRS A 1961, 422)

NRS 517.290 Applicability of NRS 517.010 to 517.280, inclusive. The provisions of NRS 517.010 to 517.280, inclusive, shall be construed as equally applicable to all classes of locations, except where the requirement as to any one class is manifestly inapplicable to any other class or classes.

[23:89:1897; C § 230; RL § 2444; NCL § 4142]

NRS 517.300 Unlawful acts; penalties.

1. A person who willfully antedates or puts any false date or date other than the one on which the location is made upon any notice of location of any mining claim in this state is guilty of a category D felony and shall be punished as provided in NRS 193.130.

2. A person who willfully and knowingly makes a false material statement on the certificate of location or on any map required by this chapter is guilty of a category D felony and shall be punished as provided in NRS 193.130.

[1911 C&P § 410; RL § 6675; NCL § 10362]—(NRS A 1971, 2203; 1979, 1484; 1985, 1502; 1995, 1303)

EFFECT OF PREVIOUSLY RECORDED DOCUMENTS; CONVEYANCES

NRS 517.350 Written instruments recorded in office of county recorder before February 20, 1873, deemed to impart notice to subsequent purchasers and encumbrancers. All instruments of writing relating to mining claims copied into books of mining records or other records in the office of the county recorders of the several counties prior to February 20, 1873, shall, after February 20, 1873, be deemed to impart to subsequent purchasers and encumbrancers and all other persons whomsoever notice of the contents thereof. Nothing contained in this subsection shall be construed to affect any rights acquired or vested prior to February 20, 1873.

[1:20:1873; B § 320; BH § 2664; C § 2736; RL § 1635; NCL § 2136] + [2:20:1873; B § 321; BH § 2665; C § 2737; RL § 1636; NCL § 2137]—(NRS A 1971, 810)

NRS 517.360 Records of mining claims, mill sites or tunnel rights made by mining district recorder or county recorder before March 16, 1897, declared valid; evidentiary effect of record.

1. All records of lode or placer mining claims, mill sites or tunnel rights made by any mining district recorder or any county recorder prior to March 16, 1897, are hereby declared to be valid and to have the same force and effect as records made in pursuance of the provisions of NRS 517.010 to 517.280, inclusive.

2. Any such record, or a copy thereof duly verified by a mining district recorder or duly certified by a county recorder, shall be prima facie evidence of the facts therein stated.

[Part 3:89:1897; A 1907, 418; 1941, 92; 1931 NCL § 4122]

NRS 517.370 Conveyances of mining claims: Formalities; construction and proof of conveyances before December 12, 1862.

12

Assembly Bill No. 6—Committee of the Whole

CHAPTER.....

AN ACT relating to governmental financial administration; revising certain appropriations from the State General Fund for the support of the civil government of the State of Nevada; authorizing expenditures by certain agencies and entities of the State Government; providing for the transfer of certain appropriated money to the next fiscal year; requiring the Clean Water Coalition to transfer certain money to the State Controller for deposit in the State General Fund; increasing fees imposed for certain filings or registrations made with the Office of the Secretary of State; revising provisions relating to foreclosure of real property; revising provisions relating to the use of money in the Account for Common-Interest Communities and Condominium Hotels; increasing certain administrative assessments imposed against persons who commit certain crimes; authorizing the Department of Corrections to adopt regulations to allow the Department to deduct money credited to the Offenders' Store Fund for certain purposes and to impose a charge on purchases of electronic devices; providing for the temporary transfer of certain lobbyist registration fees; increasing certain fees charged by the State Registrar; authorizing the Department of Wildlife to use fees collected for processing applications for tags for certain additional purposes; imposing an additional fee for filing certain affidavits relating to mining claims; reducing the basic support guarantees of school districts for purposes of apportionments from the State Distributive School Account; requiring the Department of Taxation to allow for the payment of delinquent taxes, fees or assessments without a penalty for a limited period in certain circumstances; requiring the Division of Insurance of the Department of Business and Industry to carry out a desk audit program to audit insurance premium tax returns; providing for the use of money from an award from the Temporary Assistance for Needy Families Emergency Contingency funds; making appropriations; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

The Legislature appropriated various sums of money for the support of the government of the State of Nevada during the 2009 Legislative Session. **Sections 1-7** of this bill reduce certain appropriations for Fiscal Years 2009-2010 and 2010-2011. **Sections 8 and 9** of this bill authorize expenditures of money by certain



officers, departments, boards, agencies, commissions and institutions that were not appropriated in part because of additional or increased fees they are authorized to collect. The additional expenditures reflect an offset for some of the reductions to appropriations. For example, **section 7** reduces the appropriation previously made to the Nevada Gaming Commission and the State Gaming Control Board. **Section 8** then increases the expenditures of the State Gaming Control Board to reflect an amount that the Board is expected to collect from increasing the hourly rate charged for investigations of applicants for licenses, findings of suitability or approval under the provisions of the Nevada Gaming Control Act who have not previously received a license, finding of suitability or other required approval under the Act. The authorized expenditures must be made in accordance with the provisions of the State Budget Act. (NRS 353.150-353.245)

Sections 11, 12 and 13 of this bill transfer money appropriated from the State General Fund to the Nevada System of Higher Education and the Department of Corrections from Fiscal Year 2009-2010 to Fiscal Year 2010-2011.

Sections 14 and 15 of this bill transfer certain sums allocated for projects of the State Public Works Board to other projects.

Section 16 of this bill requires the Executive, Legislative and Judicial Departments of State Government to identify any additional reductions that may be made from renegotiating certain contracts.

Section 17 of this bill specifically authorizes the Executive Department to identify additional reductions in amounts appropriated for contract services and building leases and transfer those amounts to Category 93, Reserve for Reversion.

Section 18 of this bill requires the Clean Water Coalition, an entity created pursuant to interlocal agreement by the Clark County Water Reclamation District and the Cities of Henderson, Las Vegas and North Las Vegas, to make a transfer payment to the State Controller for deposit in the State General Fund for unrestricted State General Fund use.

Existing law provides that the Nevada Supreme Court may adopt rules providing for voluntary mediation with respect to a homeowner who is not in default but is at risk of default. (NRS 2.125) **Section 19** of this bill provides that the Nevada Supreme Court may adopt rules providing for voluntary mediation with respect to a small business whose commercial property is in default.

Sections 20-30, 39 and 48-52 of this bill increase the amount of certain fees collected by the Secretary of State for filings, registrations, certificates, notices or other documents required to be provided to the Office of the Secretary of State. (NRS 78.780, 80.050, 86.561, 87.470, 87A.315, 87A.645, 88.415, 88.607, 88A.900, 90.360, 104.9525, 240.1657, 600.340, 600.355, 600.360, 600.370, 600.395)

Existing law provides for the payment of a fee for deposit in the Account for Foreclosure Mediation at the time of recording a notice of default and election to sell real property. **Section 31** of this bill provides for an additional fee for deposit in the State General Fund at the time of recording a notice of default and election to sell real property. (NRS 107.080)

Section 32 of this bill authorizes the additional use of the money in the Account for Common-Interest Communities and Condominium Hotels to defray the costs and expenses of administering the Real Estate Division of the Department of Business and Industry, as authorized by the Legislature or Interim Finance Committee. (NRS 116.630)

Existing law requires the Secretary of State to charge and collect a fee for the filing of a certificate of domestic partnership, which must not exceed the amount estimated to cover the cost incurred by the Secretary of State for the issuance of the certificate and any other associated administrative costs. Existing law further



requires the Secretary of State to account for the fees received for associated administrative costs separately and use those fees solely to pay for expenses related to the registration of domestic partnerships. **Section 33** of this bill requires the Secretary of State to reconcile the fees received for associated administrative costs and the expenses of administering the registration of domestic partnerships and deposit any excess fees received for credit to the State General Fund at the end of each fiscal year. (NRS 122A.100)

Existing law provides that a justice or judge may impose an administrative assessment as part of the sentence for violation of a misdemeanor by a person who pleads or is found guilty or guilty but mentally ill. **Section 34** of this bill increases the amount of the administrative assessment and provides for a portion of such assessments to be credited to the State General Fund. (NRS 176.059)

Existing law requires that money received for the benefit of offenders through contributions that is not required to be deposited elsewhere be placed in the Offenders' Store Fund and expended for the welfare and benefit of all offenders sentenced to imprisonment in the state prison. (NRS 209.221) **Section 35** of this bill authorizes the Director of the Department of Corrections to deduct money from the Offenders' Store Fund to repay or defray the costs relating to the operation and maintenance of the offenders' store, coffee shop, gymnasium and visitation posts. The amount of the deduction must be established by regulation with the approval of the Board of State Prison Commissioners. **Section 35** further authorizes the Director, with approval of the Board, to adopt regulations imposing a charge on electronic devices purchased by an offender to defray the cost of operating such devices. Further, **sections 35 and 37** of this bill require the regulations to be adopted in accordance with the provisions of the Nevada Administrative Procedure Act. (Chapter 233B of NRS)

Section 36 of this bill temporarily requires the Legislative Commission to transfer the first \$100,000 collected from fees for registration of lobbyists to the State General Fund. (NRS 218H.500)

Existing law authorizes the Secretary of State to provide courses of study for the mandatory training of notaries public, to charge reasonable fees for the courses of study and, if fees are collected, requires the Secretary of State to deposit those fees in the Notary Public Training Fund. **Section 38** of this bill instead requires the Secretary of State to deposit 25 percent of any such fees collected in the Notary Public Training Fund and 75 percent in the State General Fund. (NRS 240.018)

Existing law authorizes certain state entities to seek a temporary advance from the State General Fund for authorized expenses if the collection of expected revenue is delayed. (NRS 353.347-353.359) **Sections 41 and 42** of this bill authorize certain state entities whose legislative appropriations have been reduced and whose claims must be paid from the collection of certain fees, assessments or other receipts to seek a temporary advance from the State General Fund for authorized expenses if the collection of expected revenue is delayed.

Existing law requires the State Registrar of Vital Statistics to charge certain fees for providing certain vital records and for carrying out certain duties. **Sections 43 and 44** of this bill remove the specific amount of the fee the State Registrar is required to charge and instead requires the State Registrar to establish the amount of the fees by regulation. (NRS 440.175, 440.700) **Section 67** of this bill provides that the existing fees will continue to be imposed until the State Registrar adopts the new fees by regulation.

Section 45 of this bill increases the license fee paid by a promoter of unarmed combat. (NRS 467.107)



Existing law provides that the Department of Wildlife may use the fees collected for processing applications for tags only for certain specified purposes. (NRS 502.255) **Section 46** of this bill authorizes the Department to use such fees for certain additional purposes, including the costs associated with the Department's automated program for licensing and registration and titling of vessels and the issuance of licenses, permits and tags.

Existing law requires the annual filing of either an affidavit of the work performed on or improvements made to a mining claim or an affidavit of the intent to hold a mining claim. (NRS 517.230) **Section 47** of this bill imposes an additional fee on the filing of such an affidavit if the entity holding the mining claim holds 11 or more mining claims in this State.

Sections 59-63 of this bill make appropriations to the Department of Health and Human Services, the Secretary of State, the State Gaming Control Board and the Legislative Fund.

The 2009 Session of the Legislature appropriated money from the State General Fund to the State Distributive School Account for the basic support guarantees of school districts and otherwise for the support of the system of public education for the 2009-2011 biennium. (Chapter 389, Statutes of Nevada 2009, at p. 2126) **Sections 53-57** of this bill reduce the basic support guarantees of all the 17 county school districts and otherwise make adjustments to address the budget shortfall.

Section 58 of this bill temporarily revises provisions governing local funds available for the support of certain school districts.

Section 64 of this bill requires the Department of Taxation to allow a person who on July 1, 2010, is delinquent in the payment of a tax, fee or assessment to pay the amount due without any penalty or interest in certain circumstances. This amnesty program will apply only to a person who files a request for relief and pays the amount due between July 1, 2010, and October 1, 2010.

Section 65 of this bill requires the Division of Insurance of the Department of Business and Industry to carry out a desk audit program to audit insurance premium tax returns to determine compliance and requires the Commissioner of the Division to submit a plan to carry out the program to the Fiscal Analysis Division of the Legislative Counsel Bureau by June 1, 2010.

Existing law requires the Department of Health and Human Services to administer the Temporary Assistance for Needy Families program, which is established pursuant to Title IV of the Social Security Act, 42 U.S.C. 601 et seq. (NRS 422.270) Existing law also requires that any federal money allotted to the State for this program be deposited in the appropriate account of the Division of Welfare and Supportive Services of the Department and administered by that Division. (NRS 422.245) **Section 66** of this bill provides that, if the Department receives an award from the Temporary Assistance for Needy Families Emergency Contingency Fund, the money must be used: (1) to replace State general funds that have been appropriated for certain purposes, including family resource centers and Family to Family Connection programs; (2) for the support of autistic children at certain facilities; and (3) for transfer to the appropriate social services departments of Clark and Washoe Counties. **Section 66** further provides that the savings from the use of money received from the Temporary Assistance for Needy Families Emergency Contingency Fund must be reverted to the State General Fund.



3. *The issuance of ~~the~~ licenses, permits and tags.*

Sec. 47. Chapter 517 of NRS is hereby amended by adding thereto a new section to read as follows:

1. An additional fee is hereby imposed upon each filing made pursuant to NRS 517.230 regarding a mining claim held by a person who holds 11 or more mining claims in this State on the date of that filing, in the amount determined in accordance with subsection 2. The person making that filing shall remit the fee to the county recorder in such a manner that, at the option of that person:

(a) The fee is paid in full at the time of the filing;

(b) One-half of the fee is paid at the time of the filing and the remainder of the fee is paid not later than June 1 of the calendar year immediately following the filing date; or

(c) The fee is paid in full not later than June 1 of the calendar year immediately following the filing date.

2. If the greatest number of mining claims held in this State by any of the persons who hold any of the mining claims to which a filing made pursuant to NRS 517.230 pertains is:

(a) Not less than 11 and not more than 199 on the date of that filing, the fee imposed by this section is \$70 for each mining claim to which the filing pertains.

(b) Not less than 200 and not more than 1,299 on the date of that filing, the fee imposed by this section is \$85 for each mining claim to which the filing pertains.

(c) Not less than 1,300 on the date of that filing, the fee imposed by this section is \$195 for each mining claim to which the filing pertains.

3. The county recorder shall:

(a) Obtain from each person who makes a filing pursuant to NRS 517.230 an affidavit declaring that the greatest number of mining claims held in this State on the date of that filing by any of the persons who hold any of the mining claims to which the filing pertains is:

(1) Less than 11;

(2) Not less than 11 and not more than 199;

(3) Not less than 200 and not more than 1,299; or

(4) Not less than 1,300; and

(b) Based upon the information set forth in that affidavit, collect any fee imposed on that filing pursuant to this section.

4. Any person who:

(a) Fails to pay the fee imposed pursuant to this section within the time required shall pay a penalty in the amount of 10 percent



of the amount of the fee that is owed, in addition to the fee, plus interest at the rate of 1 percent per month, or fraction of a month, from the date on which the fee is due until the date of payment.

(b) Knowingly makes a false declaration in an affidavit provided to a county recorder pursuant to subsection 3 is guilty of a misdemeanor and shall pay the amount of any additional fee, penalty and interest required pursuant to this section on account of the falsification.

5. The county recorder shall, on or before the fifth working day of each month, deposit with the county treasurer all the fees, penalties and interest imposed pursuant to this section which are collected during the preceding month. The county treasurer shall quarterly remit all money so collected to the State Controller, who shall place the money in the State General Fund.

6. The State Controller shall take such action as may be necessary to ensure that the fees, penalties and interest imposed pursuant to this section are paid in full.

Secs. 48-52. [These sections were deleted.]

Sec. 53. Section 1 of chapter 389, Statutes of Nevada 2009, at page 2126, is hereby amended to read as follows:

Section 1. The basic support guarantee for school districts for operating purposes for the 2009-2010 Fiscal Year is an estimated weighted average of ~~[\$5,254]~~ **\$5,186** per pupil. For each respective school district, the basic support guarantee per pupil for the 2009-2010 Fiscal Year is:

Carson City	[\$6,228]	\$6,155
Churchill	[\$6,201]	\$6,122
Clark	[\$5,025]	\$4,962
Douglas	[\$5,333]	\$5,268
Elko	[\$6,815]	\$6,730
Esmeralda	[\$17,039]	\$16,835
Eureka		\$100
Humboldt	[\$6,402]	\$6,322
Lander	[\$6,261]	\$6,184
Lincoln	[\$9,866]	\$9,743
Lyon	[\$6,673]	\$6,594
Mineral	[\$8,656]	\$8,541
Nye	[\$6,582]	\$6,504
Pershing	[\$8,368]	\$8,263
Storey	[\$6,567]	\$6,486
Washoe	[\$5,350]	\$5,284
White Pine	[\$7,111]	\$7,025



Sec. 68. If any provision of this act, or the application thereof to any person, thing or circumstance, is held invalid, such invalidity shall not affect any provision or application of this act which can be given effect without the invalid provision or application, and to this end the Legislature declares that:

1. Each provision of this act is severable and independent;
2. The Legislature would have passed this act and each valid provision thereof, irrespective of the invalid provision or application; and
3. Each valid provision or application must be given effect to the fullest extent possible, irrespective of the invalid provision or application.

Sec. 69. 1. This section and sections 1 to 18, inclusive, 20 to 30, inclusive, 32, 34 to 37, inclusive, 39, 43, 44, 46 to 63, inclusive, and 65 to 68, inclusive, of this act become effective upon passage and approval.

2. Sections 19 and 31 of this act become effective on April 1, 2010.

3. Section 64 of this act becomes effective on May 1, 2010.

4. Sections 33, 38, 40, 41, 42 and 45 of this act become effective on July 1, 2010.

5. Sections 36 and 47 of this act expire by limitation on June 30, 2011.



Cathy Gregg

From: Carolyn Misumi
Sent: Wednesday, January 11, 2012 3:56 PM
To: Cathy Gregg
Cc: Janet E. Murphy; Haartz, Alex; Bill Chisel; Brody Leiser; Jacqueline Kelley
Subject: BOE Action Item - Mining Fee Refund Request #4 for February 14, 2012 BOE
Attachments: BOE Request for Mining Fee Refunds #4.pdf; Attachment A SB493_EN.pdf; Attachment B BOE Mining Fee Refunds #4.xlsx; Attachment C TITLE 46 Chapter 517 Mining Claims.pdf; Attachment D AB6_EN (2010).pdf

Hi Ms. Gregg:

Attached is an Action Item for Mining Fee Refunds for the February 14, 2012 Board of Examiner's Meeting. Let me know if you have any questions or require additional information. I am sending over the Attachment B list of refunds in EXCEL so I do not have alignment problems. Thank you.

Carolyn Misumi
Administrative Services Officer
Department of Taxation
(775) 684-2071
Fax: (775) 684-2020

CONFIDENTIALITY STATEMENT:

This e-mail and any attachments are intended only for those to which it is addressed and may contain information which is privileged, confidential and prohibited from disclosure and unauthorized use under applicable law. If you are not the intended recipient of this e-mail, you are hereby notified that any use, dissemination, or copying of this e-mail or the information contained in this e-mail is strictly prohibited by the sender. If you have received this transmission in error, please return the material received to the sender and delete all copies from your system.



DEPARTMENT OF ADMINISTRATION

**209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>**

Date: January 31, 2012
To: Jeff Mohlenkamp, Clerk
Board of Examiners
From: Carla Watson, Budget Analyst
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

DEPARTMENT OF TRANSPORTATION – ADMINISTRATION

Nature of the Request:

AUTHORIZATION TO CONTRACT WITH A FORMER EMPLOYEE

Pursuant to Assembly Bill 240, Section 1 of the 2011 Legislature, the Department of Transportation seeks a favorable Board of Examiner's decision regarding the department's determination to contract with entities other than a temporary employment agency that employs three former state employees who will be performing any or all of the contracted services:

1. One former employee was employed by the Department of Wildlife. The contract work pertains to water quality monitoring, sampling and reporting. The department's existing staff are committed to other projects/job duties.
2. One former employee was employed by Department of Conservation and Natural Resources, Environmental Protection Division. The contract work pertains to water quality monitoring, sampling and reporting. The department's existing staff are committed to other projects/job duties.
3. One former employee was employed by the Department of Transportation. The contract work pertains to the acquisition, relocation, and property management services for project NEON, which undertakes I-15 improvements from Sahara to the Spaghetti Bowl in Clark County. The department indicates that current workload is such that they cannot respond to this large of a project and keep other priority projects on task.

Recommendation:

Recommend approval.

REVIEWED: <u> <i>aw</i> </u>
ACTION ITEM: <u> </u>

Assembly Bill No. 240—Assemblymen Smith, Conklin, Ocegüera,
Bobzien, Kirkpatrick; Aizley, Atkinson, Diaz, Goicoechea,
Grady, Hardy, Hickey, Hogan and Mastroluca

CHAPTER.....

AN ACT relating to public agencies; revising the restrictions on contracts with or employment of former or current state employees by a state agency; providing certain exceptions; requiring state agencies to report all contracts for services as part of the budget process; requiring that a contractor with a state agency be in active and good standing with the Secretary of State; requiring certain reporting to the 77th Session of the Legislature; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Existing law restricts the employment of consultants by public agencies and requires the approval of certain contracts with consultants by the Interim Finance Committee. (NRS 284.1729) **Section 1** of this bill expands those restrictions to apply to all contracts to provide services to state agencies, revises the exceptions to the restrictions and requires approval of the State Board of Examiners rather than the Interim Finance Committee of contracts subject to the restrictions. **Section 1** also prohibits a state agency from entering into a contract with a person for services without ensuring that the person is in active and good standing with the Secretary of State. **Section 1** also provides that certain provisions governing state purchasing apply to such contracts. **Section 2** of this bill requires state agencies to report all contracts for services as part of the budget process instead of only reporting contracts with consultants and temporary employment services. **Section 3** of this bill moves the reporting requirements for school districts regarding consultants to the chapter which specifically governs school districts. **Section 3.5** of this bill requires certain reporting to the 77th Session of the Legislature concerning certain contracts for services entered into by state agencies.

EXPLANATION — Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. NRS 284.1729 is hereby amended to read as follows:

284.1729 1. Except as otherwise provided in this section, a department, division or other agency of this State shall not ~~employ, by~~ **enter into a** contract ~~for otherwise,~~ **with** a person to provide services ~~for a consultant~~ for the agency if:

(a) The person is a current employee of an agency of this State;



(b) The person is a former employee of an agency of this State and less than ~~{1 year has}~~ **2 years have** expired since the termination of the person's employment with the State; *or*

(c) ~~{Except as otherwise provided in paragraph (d), the term of the contract is for more than 2 years, or is amended or otherwise extended beyond 2 years; or~~

~~{(d) The person is employed by the Department of Transportation for a transportation project that is {federally} entirely funded by federal money and the term of the contract is for more than 4 years, {or is amended or otherwise extended beyond 4 years,} unless, before the {person is employed} contract is executed by the agency, the {Interim Finance Committee} State Board of Examiners approves the employment of the person. The requirements of this subsection apply to any person employed by a business or other entity that enters into a contract to provide services for a department, division or agency of this State if the person will be performing or producing the services for which the business or entity is employed.~~

2. The provisions of paragraph (b) of subsection 1 apply to employment through a temporary employment service. A temporary employment service providing employees for a state agency shall provide the agency with the names of the employees to be provided to the agency. The ~~{Interim Finance Committee} State Board of Examiners~~ shall not approve ~~{the employment of a consultant} a contract~~ pursuant to paragraph (b) of subsection 1 unless the ~~{Interim Finance Committee} Board~~ determines that one or more of the following circumstances exist:

(a) The person provides services that are not provided by any other employee of the agency or for which a critical labor shortage exists; or

(b) A short-term need or unusual economic circumstance exists for the agency to ~~{employ} contract with~~ the person . ~~{as a consultant.}~~

3. A department, division or other agency of this State may ~~{employ} contract with~~ a person pursuant to paragraph (a) or (b) of subsection 1 without obtaining the approval of the ~~{Interim Finance Committee} State Board of Examiners~~ if the term of ~~{employment} the contract~~ is for less than 4 months and the executive head of the department, division or agency determines that an emergency exists which necessitates the ~~{employment.} contract~~. If a department, division or agency ~~{employs} contracts with~~ a person pursuant to this subsection, the department, division or agency shall ~~{include in the report to the Interim Finance Committee pursuant to subsection~~



~~4~~ *submit a copy of the contract and a description of the emergency ~~to the State Board of Examiners, which shall review the contract and the description of the emergency and notify the department, division or agency whether the State Board of Examiners would have approved the contract if it had not been entered into pursuant to this subsection.~~*

4. Except as otherwise provided in subsection ~~7~~ 9, a department, division or other agency of this State shall, *not later than 10 days after the end of each fiscal quarter*, report to the Interim Finance Committee ~~whenever it employs, by contract or otherwise,~~ *concerning all contracts ~~to a person~~ to provide services ~~as a consultant~~ for the agency that were entered into by the agency during the fiscal quarter with a person* who is a current or former employee of a department, division or other agency of this State.

5. Except as otherwise provided in subsection ~~7~~ 9, a department, division or other agency of this State shall not contract with a temporary employment service unless the contracting process is controlled by rules of open competitive bidding.

6. Each board or commission of this State ~~each school district in this State~~ and each institution of the Nevada System of Higher Education that employs a consultant shall, at least once every 6 months, submit to the Interim Finance Committee a report setting forth:

(a) The number of consultants employed by the board, commission ~~school district~~ or institution;

(b) The purpose for which the board, commission ~~school district~~ or institution employs each consultant;

(c) The amount of money or other remuneration received by each consultant from the board, commission ~~school district~~ or institution; and

(d) The length of time each consultant has been employed by the board, commission ~~school district~~ or institution.

7. *A department, division or other agency of this State, including a board or commission of this State and each institution of the Nevada System of Higher Education:*

(a) *Shall make every effort to limit the number of contracts it enters into with persons to provide services which have a term of more than 2 years and which are in the amount of less than \$1 million; and*

(b) *Shall not enter into a contract with a person to provide services without ensuring that the person is in active and good standing with the Secretary of State.*



8. *The provisions of chapter 333 of NRS that are not in conflict or otherwise inconsistent with this section apply to a contract entered into pursuant to this section.*

9. The provisions of subsections 1 to 5, inclusive, do not apply to: ~~the:~~

(a) *The Nevada System of Higher Education or a board or commission of this State.*

(b) ~~Employment~~ *The employment* of professional engineers by the Department of Transportation if those engineers are employed for a transportation project that is ~~federally funded.~~

~~8. For the purposes of this section, "consultant" includes any person employed by a business or other entity that is providing consulting services if the person will be performing or producing the work for which the business or entity is employed.~~ *entirely funded by federal money.*

(c) *Contracts in the amount of \$1 million or more entered into:*

(1) *Pursuant to the State Plan for Medicaid established pursuant to NRS 422.271.*

(2) *For financial services.*

(3) *Pursuant to the Public Employees' Benefits Program.*

(d) *The employment of a person by a business or entity which is a provider of services under the State Plan for Medicaid and which provides such services on a fee-for-service basis or through managed care.*

Sec. 2. NRS 353.210 is hereby amended to read as follows:

353.210 1. Except as otherwise provided in subsection 6, on or before September 1 of each even-numbered year, all departments, institutions and other agencies of the Executive Department of the State Government, and all agencies of the Executive Department of the State Government receiving state money, fees or other money under the authority of the State, including those operating on money designated for specific purposes by the Nevada Constitution or otherwise, shall prepare, on blanks furnished them by the Chief, and submit to the Chief:

(a) The number of positions within the department, institution or agency that have been vacant for at least 12 months, the number of months each such position has been vacant and the reasons for each such vacancy;

(b) Any existing contracts *for services* the department, institution or agency has with ~~consultants or~~ temporary employment services ~~or~~ *or other persons*, the proposed expenditures for such contracts in the next 2 fiscal years and the reasons for the use of such ~~consultants or~~ services; and



(c) Estimates of their expenditure requirements, together with all anticipated income from fees and all other sources, for the next 2 fiscal years compared with the corresponding figures of the last completed fiscal year and the estimated figures for the current fiscal year.

2. The Chief shall direct that one copy of the forms submitted pursuant to subsection 1, accompanied by every supporting schedule and any other related material, be delivered directly to the Fiscal Analysis Division of the Legislative Counsel Bureau on or before September 1 of each even-numbered year.

3. The Budget Division of the Department of Administration shall give advance notice to the Fiscal Analysis Division of the Legislative Counsel Bureau of any conference between the Budget Division of the Department of Administration and personnel of other state agencies regarding budget estimates. A Fiscal Analyst of the Legislative Counsel Bureau or his or her designated representative may attend any such conference.

4. The estimates of expenditure requirements submitted pursuant to subsection 1 must be classified to set forth the data of funds, organizational units, and the character and objects of expenditures, and must include a mission statement and measurement indicators for each program. The organizational units may be subclassified by functions and activities, or in any other manner at the discretion of the Chief.

5. If any department, institution or other agency of the Executive Department of the State Government, whether its money is derived from state money or from other money collected under the authority of the State, fails or neglects to submit estimates of its expenditure requirements as provided in this section, the Chief may, from any data at hand in the Chief's office or which the Chief may examine or obtain elsewhere, make and enter a proposed budget for the department, institution or agency in accordance with the data.

6. Agencies, bureaus, commissions and officers of the Legislative Department, the Public Employees' Retirement System and the Judicial Department of the State Government shall submit to the Chief for his or her information in preparing the proposed executive budget the budgets which they propose to submit to the Legislature.

Sec. 3. Chapter 391 of NRS is hereby amended by adding thereto a new section to read as follows:

Each school district in this State that employs a consultant shall, at least once every 6 months, submit to the Interim Finance Committee a report setting forth:



1. *The number of consultants employed by the school district;*
2. *The purpose for which the school district employs each consultant;*
3. *The amount of money or other remuneration received by each consultant from the school district; and*
4. *The length of time each consultant has been employed by the school district.*

Sec. 3.5. Each department, division or other agency of this State, including a board or commission of this State and each institution of the Nevada System of Higher Education, shall, on or before February 1, 2013, submit to the Director of the Legislative Counsel Bureau for transmittal to the 77th Session of the Legislature a report that:

1. Lists each contract the department, division or agency has entered into with persons to provide services which has a term of more than 2 years and which is in the amount of less than \$1 million; and
2. Sets forth a description of the necessity of entering into each contract, including, without limitation, the necessity of the contract having a term of more than 2 years.

Sec. 4. This act becomes effective on July 1, 2011.



Authorization to Contract with a Former Employee

Former Employee Name: Alex Werbeckes
Former Employee ID number: 45223
Former Job Title: Stream Survey Tech
Former Employing Agency: Nevada Dept. of Wildlife
Former Class and Grade: Conservation Aid II; Grade 21
Employment Dates: June 12th – Aug. 20th 2010; May 15th – Oct. 20th 2011.
Contracting Agency: Nevada Dept. of Transportation

Please check which of the following applies: <input type="checkbox"/> Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below. <input checked="" type="checkbox"/> Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.	
a. Summarize scope of contract work.	Water quality monitoring/sampling/reporting associated with Agreement P237-09-013
b. Document former job description.	Fisheries and water development work.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	N/A
d. Explain why existing State employees within your agency cannot perform this function.	Commitment to other projects/job duties.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate	N/A

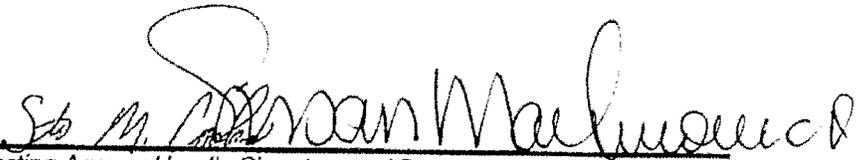
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JAN 11 2012

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<u>NAC 284.750.</u>	
f. List contractor's hourly rate.	
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	Contracting agency currently does not have sufficient manpower/resources.

Comments:



Contracting Agency Head's Signature and Date



Budget Analyst

Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name: Aaron Hoberg
 Former Employee ID number: 40362
 Former Job Title: Air Quality Specialist
 Former Employing Agency: Nevada Div. of Environmental Protection
 Former Class and Grade: Environmental Scientist II; Grade 35
 Employment Dates: December 2007 through March 2011
 Contracting Agency: Nevada Dept. of Transportation

Please check which of the following applies:

- Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.
- Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	Water quality monitoring/sampling/reporting associated with Agreement P237-09-013
b. Document former job description.	Air quality and dust control permit writer
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	N/A
d. Explain why existing State employees within your agency cannot perform this function.	Commitment to other projects/job duties.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.	N/A

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JAN 11 2012

Page 1 of 2

||

f. List contractor's hourly rate.	
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	Contracting agency currently does not have sufficient manpower/resources.

Comments:

Sharon M. Lohr
Sh. M. Lohr

Contracting Agency Head's Signature and Date

[Signature]

Budget Analyst

Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name: Carol Lamb
Former Employee ID number: 28416
Former Job Title: Assistant Chief Right-of-Way
Former Employing Agency: NDOT
Former Class and Grade: Class Code 07.406, Grade 42
Employment Dates: June 2, 2003 to January 17, 2012
Contracting Agency: Contractor CH2M Hill, Subcontractor Atkins

Please check which of the following applies:

Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.

Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	To provide acquisition, relocation, property management services for project NEON.
b. Document former job description.	Ms. Lamb was the Assistant Chief RW Agent responsible for all RW activities for District I, which covers the southern half of the state.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	No – Currently there is a general lack of qualified & experienced individuals in the RW profession. The consult has had 5 of their RW professionals retire or leave their employment with the consultant. Replacement of these experienced employees has been difficult as there are very few people available in the job market. In addition because of Ms. Lamb's knowledge of our policies and procedures she is able to assist the consultant team in providing the Department with a superior product.
d. Explain why existing State employees within your agency cannot perform this function.	Current workload is such that we cannot respond to this large of a project and keep other priority projects on task. In a staff of 4 Agents that would typically perform this work we have had 1 of our most experienced Agents leave state service, a 2 nd is on catastrophic leave and a third is very inexperienced. Currently we have 2 other large projects being processed through this section. We are augmenting this section with other employees to ensure that we can keep these projects on task.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship	No relation.

and why this would not affect independence and why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	Hourly rate is unknown due to this being a subcontractor of a contractor.
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	

Comments: PLEASE NOTE that the former state employee will not be employed by the contractor, CH2M HILL, but will be employed by a subcontractor, Atkins.

 1/27/12

Contracting Agency Head's Signature and Date



Budget Analyst

Clerk of the Board of Examiners



STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

1263 S. Stewart Street
Carson City, Nevada 89712

BRIAN SANDOVAL
Governor

SUSAN MARTINOVICH, P.E., Director

January 20, 2012

In Reply Refer to:

Mr. Jeff Mohlenkamp, Director
Department of Administration
Blasdel Building
209 E. Musser Street
Carson City, NV 89701

RECEIVED

JAN 25 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Re: Board of Examiners
AB 240 Exceptions

Dear Director Mohlenkamp:

During the 2011 Legislature session AB240 was enacted. This legislation established criteria and identified under what conditions a person could work for the State of Nevada after leaving State service. From my understanding, one of the intents was to eliminate "double dipping" by keeping individuals from being paid a retirement in addition to collecting a salary as a consultant to do the same work. Subsequently the Board of Examiners at their October meeting established parameters for implementing the legislation.

As per allowances made as part of the bill and established by the BOE under SAM 323 (2.), I am seeking an approval from BOE for Carol Lamb a former employee who worked in the Right-of-Way Division. Ms. Lamb is leaving the Department because her position has been relocated from Las Vegas to Carson City.

The Right of Way Division evaluated their organization structure with a view toward customer service and efficiency. This division within the Department of Transportation is a key division of which all right of way activities (acquisition of real property, relocation of person's, businesses and personal property) are processed through. There are many state and federal rules and regulations associated with the acquisition processes involving millions of dollars. This is also a division that works directly with the public and therefore customer service is a key component. All offers to acquire real property along with providing relocation assistance to people and businesses impacted by highway projects.

To help with resources and in training a constantly changing staff, I supported the recommendation of the Chief Right of Way agent to relocate six positions to Carson City headquarters from Las Vegas. This move provided those personnel with direct support of ROW Engineering, appraisers, staff specialists and other staff to help them carry out their duties. It also gives them closer proximity to the design team to work through issues of mitigation and actual purpose and need of right of way acquisitions.

Working closely with NDOT Human Resources and State Personnel, the individuals were notified of the change and given the opportunity to move with their positions. Ms. Lamb, for personnel reasons, cannot move and is choosing to leave the Department. Ms. Lamb is now employed with a consulting firm currently under contract with the Department's prime consultant, which has been hired to acquire right of way for Project NEON. Ms. Lamb is

15



requesting permission to work on NDOT jobs and we think this is an asset to the Department since it is an opportunity to retain expertise and experience. Project NEON is to undertake I-15 improvements from Sahara to the Spaghetti Bowl in Clark County – Est. \$1.2 billion.

I respectfully ask that this item be put on the BOE agenda for consideration of action. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Martinovich". The signature is fluid and cursive, with a large initial "S" that loops back to the left.

Susan Martinovich, P.E.
Director

SM:kk



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>

Date: January 6, 2012

To: Jeff Mohlenkamp, Director
Department of Administration

Through: Julia Teska, Lead Budget Analyst
Budget and Planning Division

From: John Borrowman, Budget Analyst
Budget and Planning Division

Subject: **BUDGET OFFICE ACTION ITEM**
BOARD OF EXAMINERS MEETING

The following describes an item submitted for placement on the agenda of the next Board of Examiners meeting and provides additional information for EXECUTIVE BUDGET OFFICE USE ONLY:

DEPARTMENT OF HEALTH AND HUMAN SERVICES – HEALTH DIVISION

Brief description:

Pursuant to Assembly Bill 240, Section 1, Subsection 3 of the 2011 Legislature, the Department of Health and Human Services – Health Division requests Board of Examiner's approval to use a temporary services contract to employ a former employee to chair a working group to study the Early Intervention Services caseload projection methodology and budget projection methodology. The term of the contract services is upon approval through June 30, 2012.

Additional Information:

For the last two budget cycles, the agency has struggled to project caseload growth and subsequently develop a budget to provide sufficient services for the projected caseload. Given the varying funding options presented to the 2011 legislature by the legislative staff, the legislature drafted a letter of intent requesting the agency to form a working group to study the Early Intervention Services caseload projection methodology and budget projection methodology. Even without this letter of intent, it is in the agency's best interest to develop a

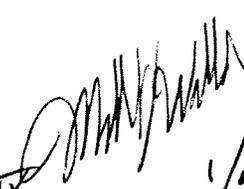
rational approach to the caseload projections and develop a method for converting the caseload projections into a logical budget request.

The former employee is familiar with caseload projection methodology within the Department of Health and Human Services. She was also under contract as a Fiscal Analyst with the Legislative Counsel Bureau to review and testify for this budget account during the 2011 legislative session. As such, she is uniquely qualified for this task as she has familiarity with and support from the Executive and Legislative branches of government.

The request appears reasonable and is recommended for approval.

	Mental Health and Developmental Services under DHHS from 2/24/03 through 8/21/05.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	Yes Ms. Byers has specialized knowledge of the agency's operations and yes there is a clause in the contract for transfer of knowledge via a written policy and procedure for future caseload projections and documentation of a reasonable methodology that will be consistently used to calculate the budget for caseload for the EIS program in the future, beginning with SFY14/15.
d. Explain why existing State employees within your agency cannot perform this function.	The Executive and Legislative Branches have been displeased with the caseload projections developed by the NSHD and Part C/ADSD for at least the past two biennial budgets. Division staff are committed to presenting budgets that will provide essential services to children 0-3 with developmental delays. If the staff possessed the knowledge, skills and aptitude necessary to accurately project and budget for the caseload, compliance would have been demonstrated.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.	The individual overseeing the contractor is Mary Wherry and she only knows Ms. Byers through Ms. Byers prior state employment and working with her during the 2011 session on the NEIS BA3208.
f. List contractor's hourly rate.	\$29.44 (reflects a 5% reduction from a Management Analyst IV Step 5 employee/employer pay scale)
g. List the range of comparable State employee rates.	\$25.96 to \$38.86
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	Does not exceed.
i. Document justification for hiring contractor.	The scope of work and agency's inability to demonstrate competence to perform the letter of intent objectives are the justification for hiring a contractor. This is a short term project that must be completed by June of 2012. Ms. Byers has the competence to fulfill the scope of work.

Comments:

 ASO  1-4-12
1/4/12

Contracting Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners

STATE OF NEVADA

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Administrator

MICHAEL J. WILLDEN
Director

TRACEY D. GREEN, M.D.
State Health Officer



DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH DIVISION

4150 Technology Way, Suite 300
Carson City, NV 89706

Telephone: (775) 684-4200 • Fax: (775) 684-4211

December 16, 2011

Memorandum

TO: Michael Willden, Director, DHHS

THROUGH: Richard Whitley, Administrator, MHDS

FROM: Mary Wherry, Deputy, Clinical Services

RE: Contract with Jennifer Byers for NEIS Letter of Intent

*Approved
Mike 1-4-12
Forwarded to Budget Office*

*RW
MWherry*

Attached please find a completed Authorization to Contract with a Former Employee form for the Nevada State Health Division to hire Ms. Jennifer Byers on contract with Avysion to complete the work group required by the 2011 legislative letter of intent (LOI). The LOI is attached, as well.

Mr. Whitley discussed hiring this candidate with the Director this past fall. The Director indicated at that time that Ms. Byers is a good selection to perform all but the rate analysis portion of the LOI, which is what the authorization to contract scope of work specifies.

We are requesting an exception to the Department's prohibition against hiring retired state employees. Ms. Byers would only be working on the project defined with a termination date of June 30, 2012. We anticipate an average of 15 hours per week for a maximum of 26 weeks at the pay rate of a Management Analyst IV, step 5, minus 5%.

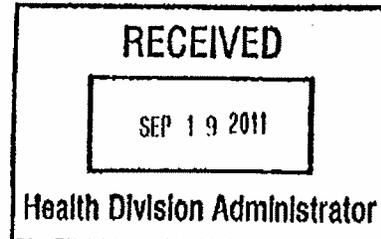
Thank you for your time and consideration. We look forward to your response as quickly as possible.



Nevada Legislature

September 16, 2011

Richard Whitley, Administrator
Nevada State Health Division
4150 Technology Way, Suite 300
Carson City, Nevada 89706-2009



Dear Mr. Whitley:

In closing the Early Intervention Services (EIS) budget account, the money committees approved the addition of approximately \$3.4 million in General Funds for the 2011-13 biennium over the amount recommended by the Governor in order to fund 100 percent of the base budget caseload. In approving the increase in General Fund support, the money committees expressed concern with: (1) the methodology used for caseload projection; and (2) the methodology used to calculate the budget for caseload for the EIS program.

Therefore, it is the intent of the Senate Committee on Finance and the Assembly Committee on Ways and Means that the Health Division form a working group to study the EIS caseload projection methodology and budget projection methodology. This group should include representatives from the Health Division, the Budget Division and the Fiscal Analysis Division, and may include other pertinent parties. The group shall:

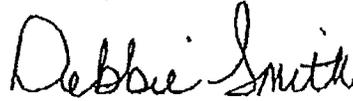
- analyze the methodology used to project EIS caseload growth and develop written procedures for projecting the caseload, including variables to be used;
- examine the rationale for adding referrals (i.e., children referred but not yet determined to be eligible for EIS) to the EIS caseload; and
- determine and document a reasonable methodology that will be consistently used to calculate the budget for caseload for the EIS program.

Furthermore, the Health Division should reevaluate the amounts that are reimbursed to the community providers to determine if they are appropriate (i.e., a rates study), in comparison to the costs for the state-operated EIS clinics to serve children. If there are two different costs for community providers and state EIS clinics, the cost bases should be clearly justified for each rate paid.

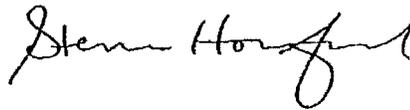
Richard Whitley, Administrator
September 16, 2011
Page 2

Finally, it is the intent of the money committees that the final methodology approved by the working group for both the caseload projection and caseload budgeting for the EIS program will be included as part of the recommended budget for the 2013-15 biennium.

Sincerely,



Debbie Smith, Chairwoman
Assembly Committee on Ways and Means



Steven A. Horsford, Chairman
Senate Committee on Finance

cc: Jeff Mohlenkamp, Director, Department of Administration
Mike Willden, Director, Department Health and Human Services
John Borrowman, Budget Analyst, Budget Division

TYPE OF REQUEST:

- New
- Assignment Extension
- Salary Adjustment
- Change in Hours
- Other _____

PLEASE INDICATE

- Avysion
- Manpower
- Kelly

NEVADA STATE HEALTH DIVISION
Temporary Employment Requisition

EXPECTED HOURS/WK 10-30

Position Title: Management Analyst IV

Minimum Qualifications: Bachelor's Degree and extensive state fiscal experience

Special Certifications, licensing, etc required: Yes No; if yes, list & attach a copy: _____

Drivers License Required: Yes No

Division/Bureau: Health Division/ Budget Account No. / Category: 3208/

Start Date: Upon approval _____ End Date: June 30, 2012

PLEASE NOTE: The limit for temp contract is six months.

Work Location Address: 4150 Technology Way, Carson City, NV 89706

Bill to Address: 4150 Technology Way, Carson City, NV 89706-NEIS program

Point of Contact Name: Mary Wherry

Phone: 775-684-4018

Fax: 775-684-3492

Hourly wage paid to employee: ~~\$29.44~~ 28.71

W2 1099

**Hourly travel wage paid to employee: ~~\$29.44~~ 28.71

(*excluding per diem; per diem is paid at a flat rate, see SAM Manual regarding submitting travel claims)

<i>FOR ASO USE ONLY</i>	
Bill rate to agency:	\$ _____
Travel bill rate to agency:	\$ _____

Job description: Assist group specified in the Legislative letter of intent for BA3208 to analyze the existing and develop a new caseload projection methodology, develop written procedures, including variables and the rationale for adding a percentage of referrals to the projected caseload. Assist the group in determining and documenting a reasonable methodology that can consistently be used to calculate the budget for caseload for the EIS program.

Name: Jennifer Byers Phone: 775-450-6200 Email: byers.jennifer@rocketmail.com

Address: 3855 Churchill Drive, Washoe Valley, NV 89704

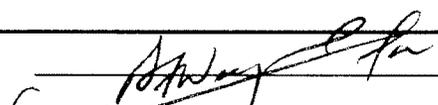
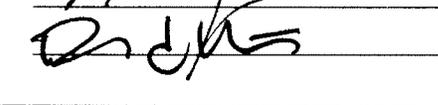
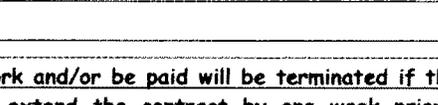
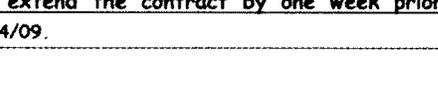
Is the individual presently an employee of the State of Nevada? YES NO

If yes, Which Agency? _____

Are you currently related to anyone in the Department of Health and Human Services? YES NO If yes, please provide the following information: (use separate sheet of paper if additional space is needed)

RELATIVE'S

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>JOB TITLE</u>	<u>DIVISION</u>
-------------	---------------------	------------------	-----------------

Supervisor of Temp:			Date: <u>1/4/12</u>
Bureau Chief:			Date: _____
Personnel Services:			Date: <u>1/4/12</u>
Fiscal Services:			Date: <u>1/4/12</u>
Appointing Authority:			Date: <u>1/4/12</u>

Justification: _____

Authorization for the temp to work and/or be paid will be terminated if the contract is not extended prior to the expiration date. If you do not receive a notice to extend the contract by one week prior to the expiration, please contact Personnel at 684-4270 immediately.

Rev. 10/14/09.

DEPARTMENT OF HEALTH & HUMAN SERVICES
JUSTIFICATION TO FILL
TEMPORARY/CONTRACT POSITION

Date:
June 16,
2011

Authorization is required to fill the following contract/temporary position:

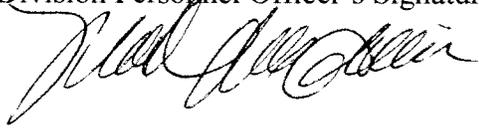
1.	Division: Health Agency: NEIS Agency Contact: Mary Wherry Budget Account # 3208 Entity Contract is With: Avysion											
Proposed Employee's Name: Jennifer Byers												
2.	Is this person: Currently employed by the State of Nevada? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency employed by, class title, number of hours A former employee of the State of Nevada? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list: <u>Forestry / Park Ranger Tech 1</u> <u>6/3/11 - 10/17/11</u> <table style="width: 100%; border: none;"> <tr> <td style="border-bottom: 1px solid black;"><u>Agency</u></td> <td style="border-bottom: 1px solid black;"><u>Last Class Title</u></td> <td style="border-bottom: 1px solid black;"><u>Grade/Step</u></td> <td style="border-bottom: 1px solid black;"><u>Employment Dates</u></td> </tr> <tr> <td>LCB</td> <td>Program Analyst</td> <td>Unclassified</td> <td>10/11/10 - 6/03/11</td> </tr> </table> Is the person a State of Nevada retiree? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Related to or in a dating relationship with anyone in DHHS (refer to NAC 284.375)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list: <u>N/A</u> <table style="width: 100%; border: none;"> <tr> <td style="border-bottom: 1px solid black;"><u>Name</u></td> <td style="border-bottom: 1px solid black;"><u>Agency</u></td> <td style="border-bottom: 1px solid black;"><u>Relationship</u></td> </tr> </table> Does this person have/work for a business that provides similar services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain why you are not contracting with the business entity? <u>N/A</u>	<u>Agency</u>	<u>Last Class Title</u>	<u>Grade/Step</u>	<u>Employment Dates</u>	LCB	Program Analyst	Unclassified	10/11/10 - 6/03/11	<u>Name</u>	<u>Agency</u>	<u>Relationship</u>
<u>Agency</u>	<u>Last Class Title</u>	<u>Grade/Step</u>	<u>Employment Dates</u>									
LCB	Program Analyst	Unclassified	10/11/10 - 6/03/11									
<u>Name</u>	<u>Agency</u>	<u>Relationship</u>										
3.	Requested Job Title: Management Analyst IV Qualifications Required: Ability to research, analyze and develop operational recommendations for the EIS program. Broad based planning and policy development affecting budgeting strategies and caseload projections. Must have experience developing caseload projections and staffing ratio budgets for state provided services. State of Nevada Job Title and Grade that most closely corresponds to the duties to be performed by this position (review other positions doing same work; consult with division personnel officer): MAIV, Grade 39, Step 5 minus 5% State of Nevada Hourly Salary Range (employee/employer-paid retirement): Step 1 <u>\$25.31</u> Step 5 <u>\$29.44 30.22</u> Step 10 <u>\$ 37.89</u> Would this person meet the minimum qualifications of the State of Nevada Job Class? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please explain: <u>N/A</u> I have reviewed and concur with the information in Section 3:											

Proposed Name:

Page 1

10
Rev 9/17/09

Division Personnel Officer's Signature



Wage Rate 3022-5% = 28.71

4.

Hours per week: 10-30

28.71

Hourly salary to employee: ~~\$29.44~~

Hourly cost to agency: \$ 33.91

Monthly cost to agency: \$ 4,069.20 up to

If hourly salary requested is above Step 5, please explain the basis of the request: N/A

5.

Anticipated start date of employment: Upon approval

Anticipated end date of employment (period of time to complete assignment): 6/30/12

If the assignment is anticipated to be longer than 6 months, please explain why.

If this is a renewal, list all prior periods of employment with this person and job title:

Start _____ End _____ Title _____

6.

This position is critical to:

Public Safety Client Care Essential Service

7.

a. Is this contract replacing a vacant state position? No

If yes, indicate Budget Account #, Position Control#, and Class Title of

vacant position: not replacing FTE

Date position became vacant: "

How did position become vacant? "

Indicate status of filling the position: "

b. If this contract is not replacing a vacant state position, explain why a state position was not requested in the division's budget or reason requested position was not authorized:
The duties this contractor would perform are as a result of the budget closing document from the 2011 legislative session for BA3208. The agency has received a Letter of Intent and needs to begin the work as soon as possible.

c. Was this position approved in the division's budget as a contract position? Contract dollars were approved in the budget – Category 12.

If yes, indicate period of time approved for:

8.

Specify what duties this position will be performing and what deliverables are expected at the end of the employment period.

Duties:

1. Assisting the group specified in the budget closing document to analyze the methodology used to project caseload and to develop written procedures, including variables and the

rationale for adding a percentage of referrals to the projected caseload.
 2. Assist the above group to determine and document a reasonable methodology that will be consistently used to calculate the budget for caseload for the EIS program.

Expected deliverables:
 1. Caseload projection methodology with written procedures
 2. Budget methodology for staff to client ratios for all staff – AA, clinicians, accounting, billing, supervisors, etc.

If this is a renewal, explain why the assignment was not completed.

9. Reason for the urgency to fill and/or consequences of not filling position?
 We need this work completed to that we can build our budgets a year from now.

10. What is position funding source? SGF

Answer 1/4/12	General Fund	100%	Other Funding		%
	Federal Funds	%	Other Funding		%
	Fees	%	Other Funding		%

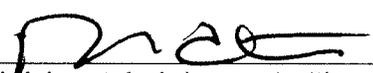
11. Department Director's signature required due to:

Salary Requested Current State Employee Has been state employee within past 12 months

Length of Employment in Temporary Capacity

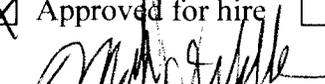
Meets S.A.M. definition of Consultant – “a person that provides information, an opinion or advice for a fee”

Attached memo if IFC approval is also required.


 Division Administrator's Signature

1/4/11 SB 12 MT 1/4/12
 Date

Approved for hire Not approved for hire

 1-4-12
 Department Director's /Designee's Signature

_____ Date

Comments:

12. Department Director's signature not required:

Approved for hire Not approved for hire

_____ Date

Comments:

Date cc: sent to DHHS Director's Office _____ Date

12

Proposed Name:

Page 4

13
Rev 9/17/09



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>

Date: December 29, 2011
To: Stephanie Day, Deputy Director
Department of Administration
From: Jim Rodriguez, Budget Analyst
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners meeting. An analysis of the action item and recommendation is also provided. A copy has been submitted for placement on the agenda of the next Interim Finance meeting scheduled for February 9, 2012.

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES –
DIVISION OF STATE LANDS**

Nature of the Request:

**APPROVAL TO ACCEPT A DONATION OF LAND ON BEHALF OF THE NEVADA
DEPARTMENT OF WILDLIFE**

Pursuant to NRS 322.001 and NRS 353.335, the Nevada Division of State Lands (NDSL) is requesting approval, on behalf of the Nevada Department of Wildlife to accept a donation of two parcels of land from the National Fish and Wildlife Foundation (NFWF).

The land was purchased from private land owners by the NFWF for the purpose of acquiring the appurtenant water rights for the Walker Basin Restoration Program established by section 206-208 of Public Law 111-85, Federal Desert Terminal Lake Program. The land will be used to support and preserve native habitat close to the Mason Valley Wildlife Management Area.

The water rights were removed from the two properties and transferred to a potential water bank property contiguous and owned by the NFWF, but the two parcels will be allowed to use a

portion of the water rights held by the NFWF to cultivate native habitat through a re-vegetation plan agreed to by the NFWF.

Recommendation:

Recommend approval

REVIEWED: _____ ACTION ITEM: _____

NRS 321.001 Division to acquire, hold and administer state lands; exceptions; procedure for obtaining land for use of state agency.

1. The Division shall acquire and hold in the name of the State of Nevada all lands and interests in land owned or required by the State except:

- (a) Lands or interests used or acquired for highway purposes;
 - (b) Lands or interests the title to which is vested in the Board of Regents of the University of Nevada;
 - (c) Offices outside state buildings leased by the Chief of the Buildings and Grounds Division of the Department of Administration for the use of state officers and employees; or
 - (d) Lands or interests used or acquired for the Legislature or its staff,
- ↪ and shall administer all lands it holds which are not assigned for administration to another state agency.

2. If additional land or an interest in land is required for the use of any state agency except the Department of Transportation or the Nevada System of Higher Education, the agency and the Division shall select land for use by the agency. The Division shall obtain the approval of the State Public Works Board if the land will be used for a building pursuant to NRS 341.141. The Division shall determine the value of that land and obtain the land or interest by negotiation or, if necessary, by exercising the State's power of eminent domain. Title must be taken in the name of the State of Nevada.

3. The Division may acquire and hold land and interests in land required for any public purpose, including the production of public revenue. Title must be taken in the name of the State of Nevada.

(Added to NRS by 1977, 1123; A 1979, 650, 1320, 1792; 1983, 1260; 1989, 2006; 1993, 388, 1555; 1995, 579; 1997, 962)

NRS 353.335 Procedure for acceptance of gift or grant of property or services.

1. Except as otherwise provided in subsections 5 and 6, a state agency may accept any gift or grant of property or services from any source only if it is included in an act of the Legislature authorizing expenditures of nonappropriated money or, when it is not so included, if it is approved as provided in subsection 2.

2. If:

(a) Any proposed gift or grant is necessary because of an emergency as defined in NRS 353.263 or for the protection or preservation of life or property, the Governor shall take reasonable and proper action to accept it and shall report the action and his or her reasons for determining that immediate action was necessary to the Interim Finance Committee at its first meeting after the action is taken. Action by the Governor pursuant to this paragraph constitutes acceptance of the gift or grant, and other provisions of this chapter requiring approval before acceptance do not apply.

(b) The Governor determines that any proposed gift or grant would be forfeited if the State failed to accept it before the expiration of the period prescribed in paragraph (c), the Governor may declare that the proposed acceptance requires expeditious action by the Interim Finance Committee. Whenever the Governor so declares, the Interim Finance Committee has 15 days after the proposal is submitted to its Secretary within which to approve or deny the acceptance. Any proposed acceptance which is not considered within the 15-day period shall be deemed approved.

(c) The proposed acceptance of any gift or grant does not qualify pursuant to paragraph (a) or (b), it must be submitted to the Interim Finance Committee. The Interim Finance Committee has 45 days after the proposal is submitted to its Secretary within which to consider acceptance. Any proposed acceptance which is not considered within the 45-day period shall be deemed approved.

3. The Secretary shall place each request submitted to the Secretary pursuant to paragraph (b) or (c) of subsection 2 on the agenda of the next meeting of the Interim Finance Committee.

4. In acting upon a proposed gift or grant, the Interim Finance Committee shall consider, among other things:

- (a) The need for the facility or service to be provided or improved;
- (b) Any present or future commitment required of the State;
- (c) The extent of the program proposed; and
- (d) The condition of the national economy, and any related fiscal or monetary policies.

5. A state agency may accept:

- (a) Gifts, including grants from nongovernmental sources, not exceeding \$10,000 each in value; and
- (b) Governmental grants not exceeding \$100,000 each in value,

→ if the gifts or grants are used for purposes which do not involve the hiring of new employees and if the agency has the specific approval of the Governor or, if the Governor delegates this power of approval to the Chief of the Budget Division of the Department of Administration, the specific approval of the Chief.

6. This section does not apply to:

(a) The Nevada System of Higher Education;

(b) The Department of Health and Human Services while acting as the state health planning and development agency pursuant to paragraph (d) of subsection 2 of NRS 439A.081 or for donations, gifts or grants to be disbursed pursuant to NRS 433.395; or

(c) Artifacts donated to the Department of Cultural Affairs.

(Added to NRS by 1979, 607; A 1981, 1219, 1524, 1833, 1835, 2041, 2047, 2048; 1983, 185; 1987, 1110; 1991, 278; 1993, 395, 569, 570; 1997, 2703, 3232; 1999, 598, 1820; 2007, 2906)

LEO DROZDOFF
Director

Department of Conservation
and Natural Resources

JAMES R. LAWRENCE
Administrator

BRIAN SANDOVAL
Governor



State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program -Q1

Address Reply to

Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, Nevada 89701-5246
Phone (775) 684-2720
Fax (775) 684-2721
Web www.lands.nv.gov

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

MEMORANDUM

DATE: November 21, 2011

TO: Jeff Mohlenkamp, Director

ATTN: Jim Rodriguez, Budget Analyst IV

FROM: Jim Lawrence, Administrator *CL*

RE: **BOE and IFC approval request for acceptance of a land donation,
Mason Valley Parcels, Lyon County**

RECEIVED

NOV 23 2011

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

The Division of State Lands, on behalf of the Nevada Department of Wildlife, is requesting the Board of Examiners and Interim Finance Committee approval for acceptance of two parcels of land containing land to support native habitat close to the Mason Valley Wildlife Management Area. The land was purchased from private land owners by the National Fish and Wildlife Foundation, NFWF, to acquire the appurtenant water rights for the Walker Basin Restoration Program established by Section 206-208 of Public Law 111-85.

The water rights were removed from these two properties and transferred to a potential water bank property contiguous and owned by the National Fish and Wildlife Foundation. These two parcels will be used to cultivate native habitat on with a portion of the water rights held by NFWF through a re-vegetation plan agreed to by NFWF, the Nevada Division of State Lands and the Nevada Department of Wildlife. NFWF will convey clear title without appurtenant water rights to the State of Nevada by deed as a gift of land, which may be accepted per the procedures outlined in NRS 353.335. The Division of State Lands has no estimate of value, because it is a donation of land and the Nevada Revised Statutes do not require a value.

The Nevada Department of Wildlife currently administers the Mason Valley Wildlife Management Area, MVWMA, which is adjacent to the donated parcels. MVWMA is approximately 16,000 acres in size and provides critical habitat to wildlife in Mason Valley. These parcels will serve as an important addition to the MVWMA furthering

5

the objectives of the State of Nevada and meeting wildlife habitat needs. Of special note, is a 0.75 mile portion of the Walker River flows through one of these parcels. This will provide enhanced river access to the public.

This acquisition would generate little administrative costs or need for increased Staffing. The additional tax burden is estimated to be \$822.66 annually for the two parcels, 791.14 acres in total size.

We appreciate your assistance in obtaining approval from the Board of Examiners and the Interim Finance Committee.

cc. Kay Scherer, Deputy Director, DCNR
Constance Bohemier, Management Analyst I

6

TITLE 31 - PUBLIC FINANCIAL ADMINISTRATION

CHAPTER 353 - STATE FINANCIAL ADMINISTRATION

GENERAL PROVISIONS

NRS 353.335 Procedure for acceptance of gift or grant of property or services.

1. Except as otherwise provided in subsections 5 and 6, a state agency may accept any gift or grant of property or services from any source only if it is included in an act of the Legislature authorizing expenditures of nonappropriated money or, when it is not so included, if it is approved as provided in subsection 2.

2. If:

(a) Any proposed gift or grant is necessary because of an emergency as defined in NRS 353.263 or for the protection or preservation of life or property, the Governor shall take reasonable and proper action to accept it and shall report the action and his or her reasons for determining that immediate action was necessary to the Interim Finance Committee at its first meeting after the action is taken. Action by the Governor pursuant to this paragraph constitutes acceptance of the gift or grant, and other provisions of this chapter requiring approval before acceptance do not apply.

(b) The Governor determines that any proposed gift or grant would be forfeited if the State failed to accept it before the expiration of the period prescribed in paragraph (c), the Governor may declare that the proposed acceptance requires expeditious action by the Interim Finance Committee. Whenever the Governor so declares, the Interim Finance Committee has 15 days after the proposal is submitted to its Secretary within which to approve or deny the acceptance. Any proposed acceptance which is not considered within the 15-day period shall be deemed approved.

(c) The proposed acceptance of any gift or grant does not qualify pursuant to paragraph (a) or (b), it must be submitted to the Interim Finance Committee. The Interim Finance Committee has 45 days after the proposal is submitted to its Secretary within which to consider acceptance. Any proposed acceptance which is not considered within the 45-day period shall be deemed approved.

3. The Secretary shall place each request submitted to the Secretary pursuant to paragraph (b) or (c) of subsection 2 on the agenda of the next meeting of the Interim Finance Committee.

4. In acting upon a proposed gift or grant, the Interim Finance Committee shall consider, among other things:

(a) The need for the facility or service to be provided or improved;

(b) Any present or future commitment required of the State;

(c) The extent of the program proposed; and

(d) The condition of the national economy, and any related fiscal or monetary policies.

5. A state agency may accept:

(a) Gifts, including grants from nongovernmental sources, not exceeding \$10,000 each in value; and

(b) Governmental grants not exceeding \$100,000 each in value,

→ if the gifts or grants are used for purposes which do not involve the hiring of new employees and if the agency has the specific approval of the Governor or, if the Governor delegates this power of approval to the Chief of the Budget Division of the Department of Administration, the specific approval of the Chief.

6. This section does not apply to:

(a) The Nevada System of Higher Education;

(b) The Department of Health and Human Services while acting as the state health planning and development agency pursuant to paragraph (d) of subsection 2 of NRS 439A.081 or for donations, gifts or grants to be disbursed pursuant to NRS 433.395; or

(c) Artifacts donated to the Department of Cultural Affairs.

(Added to NRS by 1979, 607; A 1981, 1219, 1524, 1833, 1835, 2041, 2047, 2048; 1983, 185; 1987, 1110; 1991, 278; 1993, 395, 569, 570; 1997, 2703, 3232; 1999, 598, 1820; 2007, 2906)

REAL PROPERTY CONVEYANCE AGREEMENT

The STATE OF NEVADA, through its State Land Registrar, for and on behalf of the STATE OF NEVADA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, DIVISION OF STATE LANDS ("GRANTEE"), hereby accepts from the NATIONAL FISH AND WILDLIFE FOUNDATION, A CONGRESSIONALLY-CHARTERED NONPROFIT ORGANIZATION ("GRANTOR"), that real property known as Lyon County Assessor's Parcel Numbers 14-321-03, and 14-401-18 (the "Property") as described in Exhibit "A," attached hereto and incorporated herein by this reference, GRANTOR conveys the PROPERTY to GRANTEE as a donation, and there shall be no monetary payment for the conveyance. This conveyance shall be pursuant to the terms and conditions set forth below:

RECITALS

GRANTOR is the owner of that certain real property commonly known as Aguiar and Sciarani properties along the Walker River south of Mason Valley Wildlife Management Area east of State Highway 95A, situate in the County of Lyon, State of Nevada, shown in Exhibit "A" attached hereto. GRANTOR is donating to GRANTEE that certain real property, more specifically approximately seven hundred and ninety-one (791) acres, shown as proposed in Exhibit "B" on the attached parcel maps, made a part hereof. As stated above for the purposes of this Agreement, this shall be referred to as the "PROPERTY."

NOW, THEREFORE, pursuant to the conditions contained herein, GRANTEE and GRANTOR agree as follows:

1. **TOTAL PURCHASE PRICE:** The Parties agree that the conveyance of the property to GRANTEE shall be a donation, and there shall be no monetary payment by GRANTEE for the PROPERTY.

8

2. **USE OF PROPERTY:**

2.1 GRANTEE agrees to hold the PROPERTY as an integral component of the Mason Valley Wildlife Management Area as upland habitat in perpetuity.

3. **TITLE:**

3.1 Title shall be vested in the STATE OF NEVADA through a Grant, Bargain and Sale Deed accepted by GRANTEE and recorded at close of escrow. GRANTOR shall execute such a deed and convey title clear of all liens, special assessments, claims, conditions, covenants, restrictions, rights-of-way or other encumbrances except for those specifically identified in Exhibit "C", attached hereto and incorporated herein by this reference.

3.2 GRANTOR shall obtain an American Land Title Association owner's policy of title insurance with such policy excluding from coverage only those liens, special assessments, claims, conditions, covenants, restrictions, rights-of way or other encumbrances specifically identified in Exhibit "C". If for any reason GRANTOR is unable to obtain such a policy, this Agreement shall be null and void.

3.3 In the event that GRANTOR is unable to obtain a policy of title insurance acceptable to GRANTEE:

(a) GRANTEE shall have no obligation to accept this donation the conveyance of the PROPERTY, and /or perform under this Agreement.

(b) GRANTOR shall have no right to enforce the performance under this Agreement, or to request damages for costs incurred. GRANTOR shall bear any costs and fees it incurs under this Agreement.

4. ESCROW:

4.1 An escrow account shall be established for this conveyance at Title Services and Escrow Company (TSEC), 215 W Bridge Street No. 1, Yerington Nevada, 89447-2544 ("TITLE COMPANY"). TITLE COMPANY is hereby authorized and instructed to act in accordance with the provisions of this Agreement; provided, however, the Parties shall execute any additional agreements as required by the TITLE COMPANY in accordance with the Escrow Holder's standard general provisions that are not inconsistent with this Agreement.

4.2 GRANTEE and GRANTOR agree the following transaction costs shall be paid as follows:

(a) A Preliminary Title Report shall be provided to GRANTEE by the TITLE COMPANY. Any costs related to this report shall be paid by GRANTOR.

(b) All escrow fees shall be paid by GRANTOR.

(c) The owner's policy of title insurance shall be paid by GRANTOR.

(d) GRANTOR shall pay all current and delinquent property taxes prorated as of the date escrow closes.

(e) GRANTOR shall pay any current and delinquent water company fees, dues or charges, prorated as of the date escrow closes.

(f) GRANTOR shall pay any current and delinquent general improvement district and sewer improvement district fees, dues, or charges, prorated as of the date escrow closes. Any special assessment levied by the general improvement district and sewer improvement district as of the date escrow closes shall be paid in full by GRANTOR.

(g) In addition to satisfying existing liens, special assessments, claims, covenants, conditions, restrictions, rights-of-way or other encumbrances as required under Section 2 of this Agreement, GRANTOR shall pay all costs related to removing such encumbrances. These costs

include, but are not limited to, reconveyance fees, lender release fees, prepayment penalties, and any fees related to correction deeds.

(h) GRANTEE shall not refund or reimburse GRANTOR for any fees, assessments, bonds, or deposits previously paid by GRANTOR for roads, sewer, utilities or any other reason.

(i) GRANTOR shall pay all costs related to Internal Revenue Service filing and reporting requirements. These costs include, but are not limited to, fees and charges resulting from TITLE COMPANY'S filing, as required by law.

4.3 Under Nevada Revised Statute 247.305, this transaction is exempt from county recording fees. Under Nevada Revised Statute 375.090, this transaction is exempt from the Real Property Transfer Tax (RPTT).

4.4 Both GRANTEE and GRANTOR shall deposit all necessary funds and/or documents into escrow from time to time as required and shall make and execute any further escrow instructions or documents necessary to carry out the performance of this Agreement.

4.5 If there is a conflict between the printed escrow instructions required by TITLE COMPANY and this Agreement, then the terms and conditions of this Agreement shall control.

4.6 TITLE COMPANY shall provide GRANTEE and GRANTOR with copies of the escrow instructions, estimated settlement charges and final settlement statements for both GRANTEE and GRANTOR.

4.7 Escrow shall close upon successful completion of activities by GRANTOR as outlined below in sub sections 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10 and 5.11 unless an earlier date is agreed to in writing by both GRANTEE and GRANTOR.

5. CONDITIONS PRECEDENT TO GRANTEE'S ACCEPTANCE AND PERFORMANCE UNDER THIS AGREEMENT:

5.1 GRANTOR shall be solely responsible for payment of all fees and costs for the title. In the event of escrow cancellation for any reason, GRANTOR shall reimburse GRANTEE for any fees and costs incurred by GRANTEE.

5.2 GRANTOR shall, prior to close of escrow and at GRANTOR'S cost, have a Professional Land Surveyor, licensed to do business in the State of Nevada, survey out the areas to be transferred to STATE OF NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, DIVISION OF STATE LANDS, and any other areas and processes that would be involved in a subdivision of those properties. GRANTOR shall bear all fees and costs associated with the land survey.

5.3 In order to ensure that there are no hazardous substances, rubbish or refuse on the PROPERTY, GRANTOR shall be responsible for the costs and completion of an Environmental Site Assessment, Phase I on each of the areas identified and attached hereto as Exhibit "D". If any contamination is found by the Environmental Inspector, GRANTOR shall take proper action to assess and remediate such contamination in accordance with provisions promulgated in Nevada Revised Statutes and Administrative Code (NAC) 445A or then existing regulations used by Nevada Department of Environmental Protection ("NDEP") at the time of the Phase I Inspection. After GRANTOR takes the necessary corrective action, Grantor shall obtain a No Further Action letter from the NDEP so that GRANTEE shall have no further liability on the contaminated area(s).

5.4 GRANTOR shall be responsible for the remediation of any underground septic, tanks, and containers discovered prior to closing upon, in and under the areas on Exhibit D.

5.5. GRANTOR shall by separate agreement provide funding for one or more outside experts to develop and implement a Revegetation Plan to establish native and drought resistant vegetation suitable for upland wildlife habitat on the PROPERTIES. The Revegetation Plan shall anticipate an initial three-year implementation period; shall be developed in consultation with both the GRANTEE and the GRANTOR; and both the Plan and the agreement shall be reviewed and agreed to by the State of Nevada and the Department of Wildlife. The Plan and agreement for funding shall be in place prior to closing of escrow.

5.6 GRANTOR shall provide a portion of the appurtenant water rights or other water resource owned by GRANTOR for use by GRANTEE as an integral component of the Revegetation Plan discussed in Section 5.5. Such appurtenant water rights shall be provided for up to three years from the effective date of the Revegetation Plan or until the native and drought resistant vegetation has been successfully established in accordance with the Revegetation Plan, whichever is later. .

5.7 After native and drought resistant vegetation has been successfully established in accordance with the Revegetation Plan, any water needed for long-term habitat maintenance on the PROPERTIES shall be provided from other water rights owned by GRANTEE for use within the Mason Valley Wildlife Management Area. GRANTOR acknowledges that occasional supplies of supplemental water may be needed by GRANTEE for maintenance of the PROPERTIES during extended drought conditions and pledges to work in good faith with GRANTEE to help address such needs through ongoing

improvements to the Mason Valley Wildlife Management Area water management system; from water that might be available from GRANTOR's then-current portfolio of acquired water rights; or from any water rights held in a potential future water bank established by GRANTOR for the purpose of revegetation and stewardship of retired farmlands.

5.8 Grantor will retain title to and shall be responsible for all current and future payments associated with any water rights owned by GRANTOR which remain appurtenant to the PROPERTIES at close of escrow, including applicable Walker River Irrigation District, United States Board of Water Commissioners, and Ditch Company assessments. GRANTEE understands that GRANTOR will work diligently both during and after close of escrow to detach the water rights from the PROPERTIES in accordance with all necessary approvals, and GRANTEE agrees to cooperate with GRANTOR in all matters related thereto subject to the provisions of Sections 5.5 and 5.6 above.

5.9 GRANTOR agrees to provide all the financial assistance to terminate the use of and plug any wells pursuant to NAC 534.420 inclusive that may exist on the properties stripped of their water rights.

5.10 GRANTOR shall have performed every covenant, condition, agreement and promise to be performed by GRANTOR as determined through review and agreement by and with the GRANTEE prior to close of escrow pursuant to this Agreement

5.11 All of GRANTOR'S representations and warranties in this Agreement shall be true and accurate.

6. GRANTOR'S REPRESENTATIONS AND WARRANTIES: GRANTOR represents and warrants to GRANTEE as follows:

6.1 GRANTOR is the legal and equitable owner of the PROPERTY with full right to convey.

6.2 GRANTOR has not made any commitments, agreements, or granted any options, rights of first refusal or rights of first offer to third parties to convey or otherwise acquire an interest in the PROPERTY.

6.3 GRANTOR is not in default of any obligations or liabilities pertaining to the PROPERTY, nor is GRANTOR involved in or aware of pending or threatened litigation that may adversely affect the PROPERTY, or which may adversely affect GRANTOR'S ability to fulfill all obligations under this Agreement and the related documents.

6.4 This Agreement and all other associated documents have been duly authorized, executed, and delivered by GRANTOR; are binding obligations of GRANTOR; are collectively sufficient to transfer all of GRANTOR'S rights to the PROPERTY.

6.5 GRANTOR is not a foreign person within the meaning of 42 USCS 1445 (f) (3).

6.6 Except as otherwise provided, all of GRANTOR'S representations and warranties shall be true as of the date GRANTOR executes this Agreement and the date of close of escrow.

7. **GRANTOR'S COVENANTS:** GRANTOR agrees and covenants as follows:

7.1 GRANTOR shall not encumber the PROPERTY in any manner after executing this Agreement.

7.2 GRANTOR shall discharge all of GRANTOR'S obligations and liabilities, including but not limited to, paying any and all fees and performing all measures required by Lyon County concerning the PROPERTY that exist or arise prior to the close of escrow.

7.3 GRANTOR shall indemnify, defend, and hold the State of Nevada, its officers, employees and agents harmless from loss, cost, or expense, including but not limited to, attorneys fees and court costs, resulting from any fee or commission claim by a broker or finder claiming through GRANTOR.

7.4 GRANTOR shall immediately notify GRANTEE of any lawsuits, condemnation proceedings, rezoning, or other governmental order or action, or any threat thereof, known to GRANTOR that might affect the PROPERTY or any interest of GRANTEE.

8. **DEFAULT:** If for any reason GRANTOR executes the Agreement and then does not perform pursuant to the terms, conditions, representations and warranties, GRANTEE may either cancel Agreement by notifying GRANTOR in writing of such cancellation or enforce this Agreement through specific performance. If GRANTEE chooses to cancel this Agreement due to GRANTOR'S default, GRANTOR agrees to pay GRANTEE all fees and costs that GRANTEE has reasonably incurred in anticipation of the performance of this Agreement.

9. **MISCELLANEOUS:**

9.1 **TIME IS OF THE ESSENCE:** GRANTEE and GRANTOR expressly agree that time is of the essence of this Agreement.

9.2 **ENTIRE AGREEMENT:** This Agreement and the items incorporated herein contain all of the agreements between GRANTEE and GRANTOR with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party are a part hereof. No provisions of this Agreement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both GRANTEE and

GRANTOR. When executed by GRANTOR this Agreement shall be binding upon GRANTOR'S heirs, successors, executors and assigns.

9.3 SURVIVAL: This Agreement shall survive the closing of this transaction and shall remain a binding contract between the parties hereto.

9.4 ASSIGNMENT: GRANTOR shall have the right to assign its rights and delegate its authorities and responsibilities under this Agreement, without GRANTEE'S consent in whole or in part, including without limitation the right to assign this Agreement to any affiliate of GRANTOR, or to any organization designated by GRANTOR for ownership of the assets of the Walker Basin Restoration Program. Any such assignment shall release GRANTOR from its respective obligations under this Agreement. GRANTOR shall give GRANTEE written notice of any such assignment.

9.5 CHOICE OF LAWS: This Agreement shall be governed by the laws of the State of Nevada, and any question arising hereunder shall be construed or determined according to such law.

9.6 BROKER'S COMMISSION: Each party hereby represents to the other that it has not entered into any agreement or incurred any obligation that might result in the obligation of the other party to pay a sale or brokerage commission or a finder's fee on this transaction. Each party agrees to indemnify the other party for any such commission or fee that might arise from its actions or agreements in contravention of this warranty.

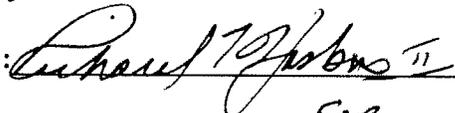
9.7 EXPIRATION OF OFFER: This offer expires at 5:00 p.m. Friday, May 11, 2012.

There shall be no implied or express extensions of this offer unless agreed to in writing by the Parties.

Made by me this 17th day of November, 2011.


JAMES R. LAWRENCE, STATE LAND REGISTRAR

Approved on Behalf of the Nevada Department of Wildlife:

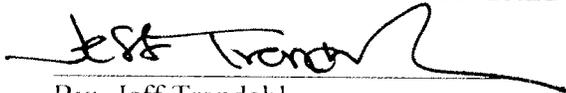
By:  Date: 10/7/11
KEN MAYER, Director *FOR*

11. ACCEPTANCE AND ACKNOWLEDGMENTS:

11.1 The undersigned GRANTOR hereby accepts the GRANTEE'S terms and agrees to convey the PROPERTY to the STATE OF NEVADA in accordance with the provisions stated in this Agreement.

11.2 Further, GRANTOR voluntarily agrees to the provisions under this Agreement. GRANTEE, its officers, employees or agents have not attempted to influence GRANTOR'S decision in any way.

NATIONAL FISH AND WILDLIFE FOUNDATION, A
CONGRESSIONALLY-CHARTERED NONPROFIT ORGANIZATION



By: Jeff Trandahl
Its: EXECUTIVE DIRECTOR

DISTRICT OF COLUMBIA

: ss

On 10/13, 2011 personally appeared before me, a notary public, Donna McNamara personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Donna McNamara
NOTARY PUBLIC

Donna McNamara
Notary Public, District of Columbia
My Commission Expires 7/14/2012



Approved as to Form:

CATHERINE CORTEZ MASTO
STATE OF NEVADA
Attorney General

By: [Signature]

Kevin Benson
Deputy Attorney General

Date: 10-4-11

APPROVED:

BOARD OF EXAMINERS

By: _____

Date: _____

APPROVED:

**INTERIM FINANCE
COMMITTEE**

By: _____

Date: _____

EXHIBIT "A"
DESCRIPTION

Lyon County Assessor's Parcel Numbers 014-321-03, and 014-401-18,
containing approximately 791 acres.

All of APN 14-321-03

Township 14 North, Range 26, East, M D.B. & M.,

Section 19: SE ¼

Section 20: W ½ of SW ¼

Section 29: W1/2 of NW ¼

All of APN 14-401-18

Township 13North, Range 25 East, M D. B. & M.,

Section 1: W1/2NW1/4; NW1/4SW1/4

Section 2: NE1/4; E1/2NW1/4

Section 35: SE1/4SW1/4; S1/2SE1/4

Section 36: SW1/4SW1/4

EXHIBIT "B"
PARCEL MAPS
(following)

EXHIBIT "C"
GRANT, BARGAIN, AND SALE DEED

EXHIBIT "D"
PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
EXECUTIVE SUMMARY
(following)



March 2, 2011
File: 1-431-01.001

Ms. Joy Giffin
National Fish and Wildlife Foundation
2215 Raggio Parkway
Maxey Building Office 281
Reno, NV 89512

**SUBJECT: PHASE I ENVIRONMENTAL SITE ASSESSMENT, MASON VALLEY
PARCELS, LYON COUNTY, NEVADA**

Dear Joy,

Please find enclosed two copies of my Phase I Environmental Site Assessment of the subject property, along with my invoice.

In summary, I found no recognized environmental conditions associated with the property, and have no recommendations for additional environmental assessment of the property. I do recommend that NFWF arrange to have heating oil removed from the tank and a drum of unknown oil removed from the old Aiazzi ranch headquarters.

Thank you for the opportunity to have been of service. If you have any questions, please feel free to call me at (775) 851-0506.

Sincerely,

ROBISON ENGINEERING COMPANY, INC.

A handwritten signature in cursive script that reads "Wally Robison".

Wally Robison, C. E. M.
President

MINING, CIVIL, GEOLOGIC, & ENVIRONMENTAL SERVICES

WALLY: 35 HIGH RIDGE COURT - RENO, NV 89511 - TEL: (775)851-0506 - FAX: (775)851-2423 - E-MAIL: wally@robisoneng.com
NATHAN: 12810 FELLOWSHIP WAY - RENO, NV 89511 - TEL: (775) 852-2251 - FAX: (775) 852-9736 - EMAIL: nathan@robisoneng.com

28



**PHASE I
ENVIRONMENTAL SITE ASSESSMENT**

MASON VALLEY PARCELS

LYON COUNTY, NEVADA

MARCH 2, 2011

29

A Report Prepared For:

National Fish and Wildlife Foundation
2215 Raggio Parkway
Maxey Building Office 281
Reno, NV 89512

PHASE I ENVIRONMENTAL SITE ASSESSMENT
MASON VALLEY PARCELS
LYON COUNTY, NEVADA

Robison Engineering Company
Job No. 1-431-01.001

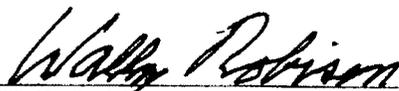
JURAT

I, Wally Robison, hereby certify that I am responsible for the services described in this document and for the preparation of this document. The services described in this document have been provided in a manner consistent with the current standards of the profession and to the best of my knowledge comply with all applicable federal, state, and local statutes, regulations, and ordinances.

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 40 CFR Part 312.

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Prepared By:



Wally Robison, C. E. M.
President

March 2, 2011

30



1.0 EXECUTIVE SUMMARY

This report presents the results of a Phase I Environmental Site Assessment (ESA) conducted on four parcels of land in Lyon County, Nevada. The parcels are referred to herein as the Mason Valley Parcels. The report was prepared for the National Fish and Wildlife Foundation. The Phase I services included a review of pertinent agency records, interviews of individuals with knowledge of the property, an evaluation of readily available aerial photographs, and a reconnaissance of the property. This report is intended to meet the ASTM Standard Practice E-1527-05 for a Phase I Environmental Site Assessment and the U. S. EPA's Standards and Practices for All Appropriate Inquiry.

The Lyon County Assessor's Parcel Numbers (APNs) for the parcels are 014-321-03, 014-321-13, 014-241-35 and 014-401-18. Collectively the parcels contain over 2,000 acres. The parcels have been agricultural land since at least as early as the early 1900s. Most of the parcels have been used as cattle pasture and for growing alfalfa. Only APN 014-321-13 has been lived on, with a small portion of the parcel used as a ranch headquarters. The headquarters area contains two houses, two mobile homes, and multiple outbuildings. The parcel has not been lived on for over eight years.

I offer the following opinion as to whether the all appropriate inquiry conducted in accordance with 40 CFR Part 312 has identified conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property: In my opinion there are no recognized environmental conditions associated with the subject property.

I identified no data gaps (as defined in 40 CFR Part 312.10) in the information developed as part of the all appropriate inquiry that affects my ability as an environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property.

I have no recommendations for additional environmental assessment of the subject property.

I do recommend that the National Fish and Wildlife Foundation arrange for the removal of the equipment and materials from the "boneyard" on APN 014-241-35 (the Sciarani boneyard), and the removal of the remaining fuel in the tank and the drum of unknown oil from the ranch headquarters area on APN 014-321-13.

This Executive Summary is subject to the limitations stated in Section 13 of this report.

9.0 DISCUSSION OF FINDINGS

I did not note the presence of recognized environmental conditions on the portions of the parcels intended for transfer to NDOW. The Sciarani boneyard is currently on this land and the materials and equipment stored there should be removed prior to transfer.

There are some environmental concerns associated with the ranch headquarters area on APN 014-321-13. The fuel in the oil tank at the main ranch house should be removed, as well as the 55-gallon drum of unknown oil. That EDR found listings for two underground storage tanks on the parcel causes me some concern. I did not find evidence of underground tanks on the parcel, and Mr. Gus Aiazzi's explanation that at least one former underground gasoline tank was removed from the property appears plausible. A metal detector could be used in an attempt to locate an underground tank, but from what I have found, it does not seem reasonable to mount such an effort. The pale granular material stored in a shed at the ranch headquarters is probably gypsum. Chemical analysis would be required to be certain of this conclusion. Mr. Aiazzi had no recollection of storing or using any hazardous materials on the property, or of chemicals for tanning of cowhides. Because the quantity of this material is relatively small, I have no recommendations for further evaluation of the granular material. Depending on NFWF's ultimate use for the lands to be retained, consideration should be given to removing scrap materials, and even the houses, mobile homes, and sheds from the property.

Consideration should also be given to the three water wells on APN 014-321-13. Although the water wells are not an environmental concern, they are potentially a regulatory concern. Nevada Division of Water Resources regulations require that water wells be abandoned by a Nevada-licensed water well driller if the wells are no longer of use.

10.0 CONCLUSIONS

I offer the following opinion as to whether the all appropriate inquiry conducted in accordance with 40 CFR Part 312 has identified conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property: In my opinion there are no recognized environmental conditions associated with the Mason Valley Parcels..

I identified no data gaps (as defined in 40 CFR Part 312.10) in the information developed as part of the all appropriate inquiry that affects my ability as an environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property.

11.0 RECOMMENDATIONS

I have no recommendations for additional environmental assessment of the subject property.

I do recommend that NFWF arrange for the removal of the equipment and materials from the boneyard on APN 014-241-35 (the Sciarani boneyard), and the removal of the remaining fuel in the tank and the drum of unknown oil from the ranch headquarters area on APN 014-321-13.

Restoration of Retired Farmland in Mason Valley, NV
Weir and North Aguiar Revegetation Plan



November 2011

Prepared by:
Mason Valley Conservation District
215 W Bridge St Suite 11A
Yerington NV 89447

35

Table of Contents

Cover	Weir and North Aguiar Parcel Locations	
Executive Summary		3
Weir Parcel		
Overview		4
Noxious Weed Control		5
North Aguiar Parcel		
Overview		7
Noxious Weed Control		9
Annual Weed Control		9
Alfalfa Management		10
Revegetation Tasks		
Grass/Grass Like		11
Shrubs		11
Forbs		12
Monitoring		12
Roles and Responsibilities		13
Contingency		13
List of Tables		
Table 1 North Aguiar Ecological Site Descriptions		7
Table 2 North Aguiar Grass species selection and rates for wet and dry locations		11
Table 3 Shrub species selection, seed rates and spacing		11
List of Photos		
Photo 1 Weir Spring 2011 wet meadow site		5
Photo 2 Weir Spring 2011 saline meadow site		6
Photo 3 Weir Spring 2011 dry floodplain site		6
Photo 4 North Aguiar Field 2 well established salt grass and other desirable species		8
Photo 5 North Aguiar Field 5 annual weed management needed		8
Photo 6 North Aguiar Field 3 dense canopy of alfalfa		9

Appendices

Appendix A	Maps	
	Parcel Locations	A-1
	Weir	A-2
	North Aguiar	A-3
Appendix B	Weir inventory species list	B- 1-3
Appendix C	NRCS Predictive Model	C- 1-3
Appendix D	Mason Valley Revegetation Task Timeline	D-1
Appendix E	Weed control, grazing management, planting considerations and value to wildlife for selected revegetation species	E- 1-2

Signatory Page		14
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Restoration of Retired Farmland in Mason Valley, NV Weir and North Aguiar Revegetation Plan

Executive Summary:

Public Law 111-85 provides the National Fish and Wildlife Foundation (NFWF) authority to implement the Walker Basin Restoration Program for the primary purpose of restoring and maintaining the elevation of Walker Lake through increased freshwater inflows. This is being accomplished through a mix of efforts including a voluntary water rights acquisition program with willing sellers to reduce upstream water use, a water leasing program to be developed and administered by the Walker River irrigation District, creation of a conservation and stewardship program focused on land stewardship, water conservation, alternative agriculture, watershed improvement and establishment of a local non-profit to hold and exercise acquired water rights, and additional research related to the various efforts.

Through the willing seller program, NFWF has acquired four parcels in Mason Valley comprised of nearly 2000 acres of land and associated water rights. NFWF has provided Mason Valley Conservation District (MVCD) funding to develop and implement restoration plans for these parcels known as Weir, Joggles, South Aguiar and North Aguiar (Appendix A-1). Upon approval of conveyance agreements, NFWF will transfer title of the land associated with the Weir and North Aguiar parcels to the State of Nevada for inclusion to the Mason Valley Wildlife Management Area. Revegetation activities on these properties will be based off a plan approved by NFWF, State Lands, and the State of Nevada and MVCD will implement it over a number of years.

Weir Parcel

Overview:

This 477 ac parcel was historically used for livestock grazing with minimal topographic manipulation for crops such as alfalfa. The existing irrigation system is dirt-lined ditches with wild flood application. Current vegetation includes a plethora of native species (i.e. rubber rabbitbrush, willow, silver buffaloberry, creeping wildrye, inland salt grass, wild iris, etc.). The Natural Resources Conservation Service (NRCS) conducted a site inventory for the Weir parcel generating an existing vegetation species list (Appendix B) as well as a predictive model to anticipate changes to the vegetative community as irrigation is removed (Appendix C).

Mason Valley Conservation District (MVCD) does not recommend active revegetation for this parcel; however, noxious weeds and fuels modification will be a continual

management concern. Overtime, as irrigation subsides, wetter areas may transition to drier conditions; therefore, MVCD recommends a monitoring program be developed during the winter of 2011 to capture information regarding species composition, frequency and density. Monitoring protocols and data collection locations will be transferred to the Nevada Department of Wildlife (NDOW) staff at the Mason Valley Wildlife Management Area (MVWMA) upon completion of revegetation tasks.

There is a 13.5 acre alfalfa field on the eastern border of the parcel requiring active revegetation efforts which is identified in orange on the map titled "Weir" (Appendix A-2). These efforts are planned to coincide with restoration efforts with Joggles parcel as outlined in Appendix D Mason Valley Revegetation Task Timeline.

Noxious Weed Control:

Noxious weeds require multiple treatments over a period of several years. MVCD will coordinate herbicide application for control of tamarisk, tall whitetop and Canada thistle using services provided by area applicators including but not limited to the Walker River Weed Control District, Silverado Ranch Supply and MVCD field technicians. All herbicide will be applied as regulated by the label.

The Photos 1-3 were taken during spring 2011 at various locations within the Weir parcel.



Photo 1 Weir Spring 2011 wet meadow site



Photo 2 Weir Spring 2011 saline meadow site



Photo 3 Weir Spring 2011 dry floodplain site

North Aguiar Parcel

Overview:

The 320 acre “North Aguiar” parcel located approximately 0.5 miles east of the junction of Miller and Aiazzi Lanes (Appendix A-1) is in alfalfa production; however, the last known irrigation occurred nearly three years ago. With each passing year, alfalfa is replaced by native vegetation (i.e. saltgrass and creeping wildrye) and annual weeds such as foxtail barley.

During the summer of 2011, MVCD collected baseline data including: field conditions, irrigation delivery systems, soil characteristics and all noxious weed locations. Using soil survey data, MVCD identified the potential ecological site conditions as identified in the table below.

Table 1 North Aguiar Ecological Site Descriptions

	Acres	% of Total
Wet Meadow	126	39.38%
Saline Meadow	111	34.69%
Wetland	56	17.50%
Moist Floodplain	22.5	7.03%
Sodic Dunes	3	0.94%
Saline Bottom	.5	0.16%
Dry Floodplain	1	0.31%
	320	100%

A survey of current field conditions suggests that areas currently designated as wetland and wet meadow will most likely transition toward saline meadow or moist floodplain conditions (depending on soils) as irrigation is removed; therefore, these areas must be managed according to the strategies identified below.

For revegetation efforts, MVCD divided the parcel into seven different fields based on the existing irrigation infrastructure with each field containing eight borders. There are four tasks associated with restoration: 1) monitoring, 2) weed control (annual and noxious), 3) alfalfa management and 4) establishment of native and drought tolerate species. Fields 1 and 4 are dominated by annual weeds, scattered pockets of noxious weeds, and low production of alfalfa. Fields 5, 7 and 8 are equally covered by alfalfa and weeds; while Field 3 is dominated by alfalfa and contains very little weeds.

Field 2 contains very little alfalfa; instead it is dominated by inland saltgrass with a small community of quailbush and Russian olive. While inland saltgrass is a key indicator for saline meadow conditions and a desired species for dust and weed control; it is

notoriously difficult to propagate from seed and does not provide desirable wildlife habitat. As a result, MVCD will not include inland salt grass in any reseeding efforts; rather, MVCD will seed with saline/drought tolerant species such as tall wheatgrass, basin wildrye, quailbush, fourwing saltbush, silver buffaloberry and sagebrush using techniques that minimize disturbance to established saltgrass populations.



Photo 4 North Aguiar Field 2 well established salt grass and other desirable species



Photo 5 North Aguiar Field 5 annual weed management needed



Photo 6 North Aguiar Field 3 dense canopy of alfalfa

Noxious Weed Control:

Noxious weeds require multiple treatments over a period of several years. MVCD will coordinate herbicide application for control of tamarisk, tall whitetop and Canada thistle using services provided by area applicators including but not limited to the Walker River Weed Control District, Silverado Ranch Supply and MVCD field technicians. All herbicide will be applied as regulated by the label.

Annual Weed Control:

A successful revegetation plan requires an extensive weed management plan. Beginning in the spring of 2012, a pre-seeding weed control program will be implemented to reduce populations of recently germinated annual grasses and forbs using chemical and mechanical techniques. Glyphosate herbicide at 1.0 pounds ac/acre in a minimum of 15 gallons of water per acre should be applied to recently germinated and actively growing annual plants at least 14 days prior to any seeding operations. Herbicide should be mixed with surfactants and/or any desired fertilizers and applied in strict accordance with the appropriate herbicide label.

Additional, specific, weed control treatments may be needed as the plan progresses including but not limited to tilling, burning and mowing. The treatment decisions will need to be made as the vegetation (both planted and weeds) develops.

A post-seeding herbicide application should be applied in the spring when the planted grass species have emerged and developed at least 5-6 leaves per plant. A broadcast application of 2,4-D amine at a rate of .5 pounds ae/acre plus recommended surfactant(s) in a minimum of 15 gallons per acre water should be applied in strict accordance to all label directions.

Alfalfa Management:

Current agreements between NFWF and a local producer allow for alfalfa harvest until December 31, 2011. As the existing alfalfa stands recede, an active restoration program must be implemented to minimize the potential for fugitive dust problems and/or invasion by annual weeds. Therefore, those areas currently dominated by alfalfa will be treated using chemical and mechanical techniques (disking, ripping, etc.) beginning in the spring/summer of 2012.

Revegetation Tasks:

Grass/Grass Like:

A grass species mix should be seeded in late fall of 2012 using a planting drill capable of placing the seeds approximately 0.25-1.0 inches deep with press wheels (or other devices to cover and firm the soil) following the seeding operation; depth of planting is dependent on the individual species.

Although sprinkler irrigation is preferred for planting native species; the selected grass blend will be irrigated using the existing flood irrigation system. Irrigation will begin in early March 2013 and continue throughout the spring; additional irrigations may be required depending on the efficiency of the existing flood system.

During the fall of 2013, the established dormant grasses should be mowed to reduce canopy cover and the existing irrigation delivery system should be modified creating furrows. These furrows reduce the amount of water used during irrigation as well as direct water to specific locations.

Species selections were based on the following: NRCS Ecological Site Descriptions, an actual site inventory and commercial availability of seed. Seeding rates were based on NRCS Practice Standards for Conservation Cover, Upland Wildlife Habitat Management, Critical Area Plantings and Restoration & Management of Rare and Declining Habitats. Species and composition may be altered based on actual site conditions. Refer to Appendix E titled "Weed Control, Grazing Management, Planting Considerations and Value to Wildlife for Selected Revegetation Species" for additional information.

Table 2 North Aguiar Grass species selection and rates for wet and dry locations

Species	% Seed Mix		Drill Seeding lbs/acre		
	Wetter	Drier	Wetter	Drier	Field 2
Creeping or Beardless wildrye	45%	20%	4.5	2	0
Basin wildrye	5%	15%	0.75	1.75	5.5
Slender wheatgrass	20%	0%	2.5	0	0
Crested wheatgrass	15%	50%	1.25	4	0
Tall Wheatgrass	15%	15%	1.75	1.75	5.5
Total	100%	100%	10.75	9.5	11

Appendix A-3 identifies the wet and dry seed mixtures locations for North Aguiar.

Shrub:

Shrub species were selected using the same process as the grass species and are subject to change depending on soil tests, availability and actual site conditions.

Table 3 Shrub species selection, seed rates and spacing

Species	Drill Seed Lbs/Acre	Live Material Spacing (ft)
Big sagebrush	0.5	0
Torrey Quailbush	0.5	0
Fourwing saltbush	0.5	0
Greasewood	0.5	-
Silver Buffaloberry		6-10'
Willow		6-13'
Woods Rose		13'

2

Shrub irrigation will require manipulation of the existing flood delivery system. MVCD will coordinate efforts to create furrows in those areas planted with shrub species. Irrigation should begin in early March using a light, frequent application pattern. A maximum of one acre foot/acre is recommended during the growing season.

The shrub species should be drill seeded in the winter of 2013 (prior to soil freezing) and should be drill seeded at .5 inches in depth perpendicular to the grass seed rows and parallel to irrigation furrows. Areas identified for big sagebrush and rabbitbrush will be broadcast seeded on the soil surface. The

broadcast operation can be achieved by mixing the sagebrush and rabbitbrush seeds with rice hulls and removing the drop tubes from the legume box on the seeder. A firming operation using a roller harrow (cultipacker) is also recommended following the seeding operation.

Bare-root cuttings, live stakes and containerized live materials will be collected from local sources where possible; otherwise, they will be purchased from area vendors including the Nevada Division of Forestry Nursery.

Buffaloberry is tremendously difficult to propagate from seed or plug; therefore, both methods will be used to ensure some level of success.

Forbs:

Sedge and rush plugs will be collected from neighboring parcels and planted at 12" centers in areas saturated with water as designated on the revegetation map. Wild plants will be collected according to NRCS Plant Guide Baltic Rush and "Harvesting, Propagating and Planting Wetland Plants" guidelines. Harvested material will be collected in 1 ft² sections every 4 ft² to a depth of 6" and separated into 3" x 3" plugs. Roots will be kept moist during transit. Leaves and stems will be cut to 6-10" allowing the plant to allocate energy into root production. Transplants will be planted as soon as possible in moist soils. Care will be taken to remove weeds from plugs. Ideally, plants should be planted in late fall just after the first rains - usually in late October to November.

Prior to planting, the project site will be flooded to ensure that the soil is supersaturated. Plugs will be planted in 10 ft squares spaced on 1.5 ft centers with roots completely buried. After planting, water will be slowly released onto the site and then maintained at a depth of about 1" for about one week. Monitoring the planting for 3-5 years after the establishment year will help maintain the planting and it will provide useful information for future plantings.

Monitoring

Monitoring for Weir and North Aguiar parcels will begin in the fall of 2011 with the establishment of repeatable photographic monitoring points to capture changes in vegetation over time. During the winter of 2011, MVCD will work with MVWMA staff to develop criteria used to identify revegetation success. Once success is defined, MVCD will select additional techniques to monitor for project objectives to include but not limited to: line-intercept transects, hoop clippings and/or gap intercept measurements. If needed, MVCD will incorporate a rodent control plan.

Roles and Responsibilities

MVCD is responsible for generating, implementing, and monitoring revegetation efforts on the Weir and North Aguiar parcels. Implementation of the plan includes weed control, seedbed preparation, obtaining materials, seeding or live material planting (where appropriate) of native and drought tolerate species, and irrigation during establishment period. Revegetation efforts will require at least three years for completion; however, this time period will be extended to accommodate additional seedings or plantings. MVCD will provide MVWMA a detailed map of the irrigation delivery system, noxious weed infestations and established plant communities as a well as a long-term monitoring plan. MVWMA is responsible for long term management of the Weir and North Aguiar parcels; including monitoring and post establishment irrigation, if needed. NFWF has provided MVCD a grant for \$352,257.50 for costs associated with revegetation efforts. NFWF is committed to ensuring success of these efforts and is aware additional funding may be necessary depending on success of plantings and other unknown variables over the next several years.

Contingency

Revegetation efforts in Nevada are dynamic and require flexibility in timing and application; therefore, MVCD will notify all parties if changes to the plan are required.

Appendix A

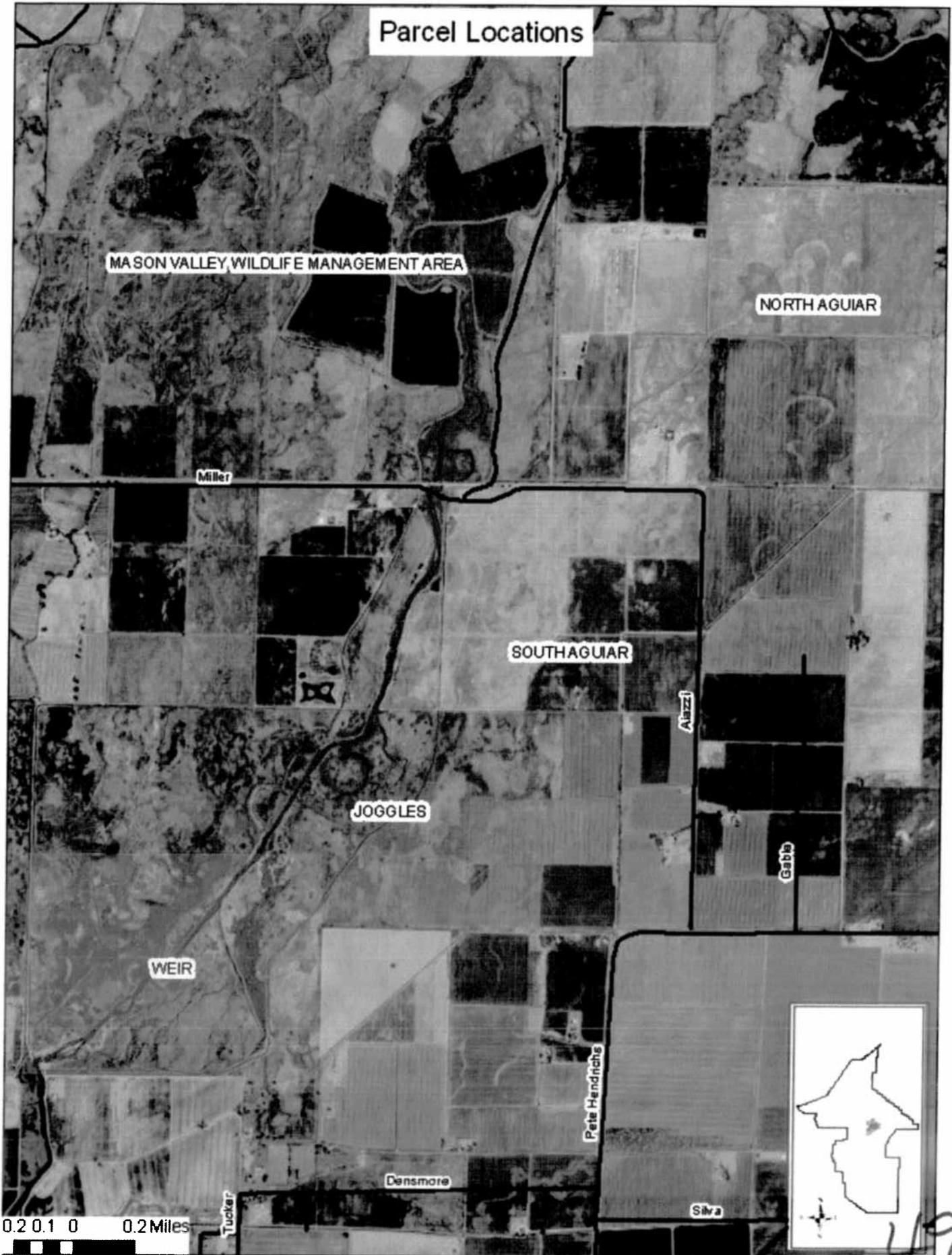
Maps

Parcel Locations

Weir

North Aguiar

Parcel Locations





North Aguiar Seed Mix Locations



Appendix B

Weir inventory species list

Weir inventory species list

COMMON	SCIENTIFIC	CODE	ECOLOGICAL SITE				
			27-04 WETMEA DOW 10- 12 PZ	27-05 SALINE MEADOW	27-02 MOIST FLOOD PLAIN	27-01 WET LAND	27-06 SALINE BOTTOM
GRASS/GRASS LIKE							
ALKALI MUHLY	<i>MUHLENBERGIA ASPERIFOLIZ</i>	MAAS	X	X	X		
ALKALI SACATON	<i>SPOROBOLUS AIROIDES</i>	SPAI		X	X	X	
BARNYARD GRASS	<i>ECHINOCHLOA CRUS-GALLI</i>	ECCR			X		
BASIN WILDRYE	<i>LEYMUS CINEREUS</i>	LECI4		X	X		
BATIC RUSH	<i>JUNCUS BALTICUS</i>	JUBA	X	X	X		
BULLRUSH	<i>SCIRPUS</i>	SCIRP				X	
CATTAIL	<i>TYPHA</i>	TYPHA				X	
CHESSE	<i>BROMUS SECALINUS</i>	BRSE			X		
COMMON REED	<i>PHRAGMITES AUSTRALIS</i>	PHAU7				X	
CREEPING MEADOW FOXTAIL	<i>ALOPECURUS ARUNDINACEUS</i>	ALAR	X				
CREEPING WILDRYE	<i>LEYMUS TRICOIDES</i>	LETR5	X	X	X		
FOXTAIL BARLEY	<i>HORDEUM JUBATUM</i>	HOJU	X	X	X		
INLAND SALTGRASS	<i>DISTICHLIS SPICATA</i>	DISP		X	X	X	
LITTLE BARELY	<i>HORDEUM PUSILLUM</i>	HOPU	X	X	X		
MEADOW BARLEY	<i>HORDEUM BRACHYANTHERUM</i>	HOB2	X	X	X		
MEXICAN SRANGLETOP	<i>LEPTOCHLOA UNINERVIA</i>	LEUN2	X		X		
ORCUTT LOVEGRASS	<i>ERAGROSTIS ORCUTIANA</i>	EROR	X		X		
REDTOP BENTGRASS	<i>AGROSTIS STOLONIFERA</i>	AGROS2	X				
REED CANARYGRASS	<i>PHALARIS ARUNDINACEA</i>	PHAR3	X				
RUSH	<i>JUNCUS</i>	JUNCUS	X	X	X		
SEDGE	<i>CAREX SP</i>	CAREX	X	X	X		
SPIKERUSH	<i>ELEOCHARIS</i>	ELEOC				X	
TALL FESCUE	<i>FESTUCA ARUNDINACEAE</i>	FEAR3	X				
TALL WHEATGRASS	<i>THINOPYRUM PONTICUM</i>	THPO		X	X		

Weir inventory species list

FORBS			27-02 WET MEA DOW 10- 12 PZ	27-05 SALINE MEA DOW	27-02 MOIST FLOOD PLAIN	27-01 WET LAND	27-06 SALINE BOTTOM
ALFALFA	<i>MEDICAGO SATIVA</i>	MESA					
ASPARAGUS	<i>ASPARAGUS</i>	ASPAR	X		X		
ASTER	<i>ASTER</i>	ASTER	X		X		
BIRDSFOOT TRIFOIL	<i>LOTUS CORNICULATUS</i>	LOCO6	X				
BULL THISTLE	<i>CIRSIUM VULGARE</i>	CIVU	X		X		
CANADA THISTLE	<i>CIRSIUM ARVENSE</i>	CIAR	X		X		
CHICORY	<i>CICHORIUM</i>	CICHO	X		X		
CLOVER	<i>TRIFOLIUM</i>	TRIFO	X				
COMMON MALLOW	<i>MALIVA</i>	MALIV		X			
COMMON PRIMROSE	<i>OENOTHERA BIENNIS</i>	OEBI			X		
COMMON WATERPLANTAIN	<i>ALISMA PLATAGO-AQUATICA</i>	ALPL				X	
CURLY GUMWEED	<i>GRINDELIA SQUARROSA</i>	GRSQ			X		
DANDELION	<i>TARAXACUM</i>	TARAX	X		X		
DOGBANE	<i>APOCYNUM</i>	APOCY			X		
FIELD BINDWEED	<i>CONVOLUVLUS ARVENSIS</i>	COAR4	X		X		
GOOSEFOOT	<i>CHENOP</i>	CHENO		X			X
HORSETAIL	<i>EQUISETUM</i>	EQUIS	X		X		
HORSEWEED	<i>CONYZA CANADENSIS</i>	CONYZ	X		X		
KOCHIA	<i>KOCHIA SCOPARIA</i>	KOSC		X			X
MILKWEED	<i>ASCLEPIAS</i>	ASCLE			X		
MULLEN	<i>VERBASCUM THAPSUS</i>	VETH			X		
PLANTAIN	<i>PLANTAGO</i>	PLANT	X		X		
POVERTY WEED	<i>IVA AXILIARIS</i>	IVAX		X			
PRICKLY LETTUCE	<i>LACTUCA SERRIOLA</i>	LASE	X		X		
PURPLE ASTER	<i>MACHAERANTHERA SP ?</i>	MACHA	X		X		
RED CLOVER	<i>TRIFOLIUM PRATENSE</i>	TRPR2	X				
SILVERSCALE	<i>ATRIPLEX ARGENTEA</i>	ATAR		X			
SPURGE	<i>CHAMAESYSE</i>	CHAMA15			X		
STRAWBERRY CLOVER	<i>TRIFOLIUM FRAGIFERUM</i>	TRFR2	X				
SUNFLOWER	<i>HELIANTHUS</i>	HELIA	X		X		
TALL WHITETOP	<i>LEPIDIUM LATIFOLIUM</i>	LELA	X	X	X		
VETCH	<i>VICIA</i>	VICIA	X				
WESTERN DOCK	<i>RUMEX</i>	RUOC3	X		X		
WILD IRIS	<i>IRIS MISSOURIENSIS</i>	IRMI	X		X		
YELLOW BEE PLANT	<i>CLEOME LUTEA</i>	CLLU2			X		
YELLOW SWEETCLOVER	<i>MELILOTUS OFFRICINALIS</i>	MEOF	X		X		

Weir inventory species list

			27-02 WET MEA DOW 10- 12 PZ	27-05 SALINE MEA DOW	27-02 MOIST FLOOD PLAIN	27-01 WET LAND	27-06 SALINE BOTTOM
SHRUBS							
BASIN BIG SAGEBRUSH	<i>ARTEMISIA TRIDENTAT</i>	ARTRT					X
BLACK GREASEWOOD	<i>SARCOBATUS VERMICULATUS</i>	SAVE4		X			X
COYOTE WILLOW	<i>SALIX EXIGUA</i>	SAEX			X		
CURRENT	<i>RIBES</i>	RIBES			X		
RUBBER RABBITBRUSH	<i>ERICAMERIA NAUSEOSA</i>	ERNA10		X	X		X
TORREY'S QUAILBUSH	<i>ATRIPLEX TORREYI</i>	ATTO		X			X
WILLOW	<i>SALIX SP</i>	SALIX			X		
WOODS'S ROSE	<i>ROSA WOODSII</i>	ROWO			X		
YELLOW WILLOW	<i>SALIX LUTEA</i>	SALU2				X	

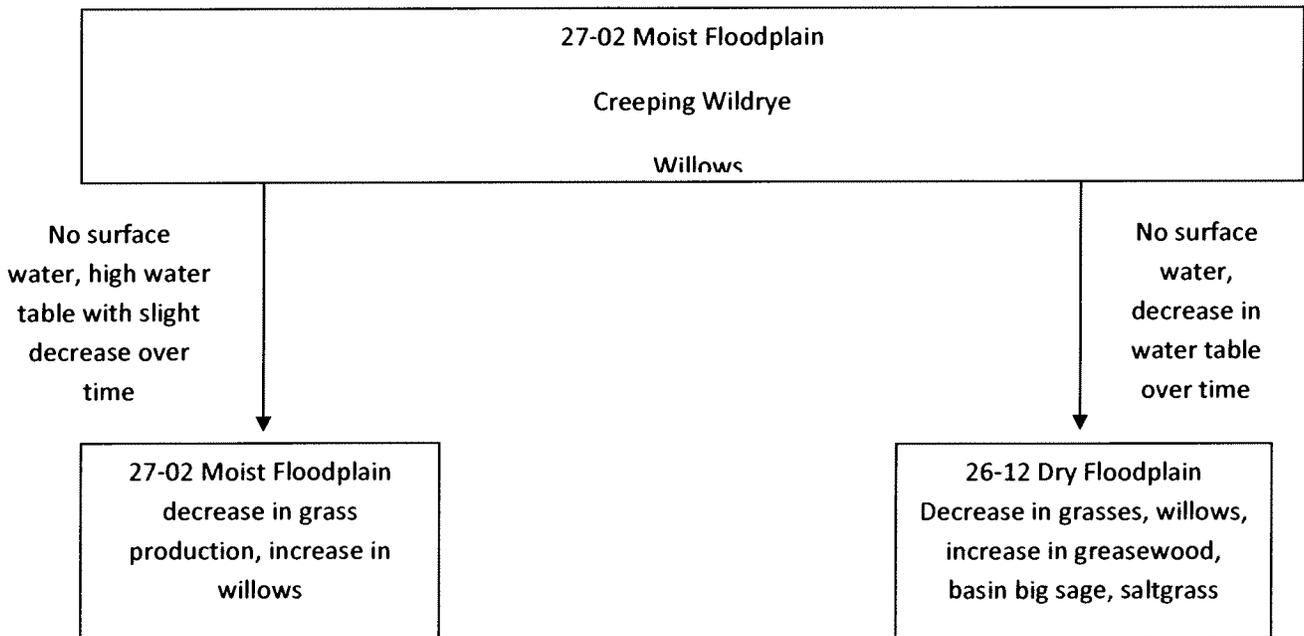
			27-02 WET MEA DOW 10- 12 PZ	27-05 SALINE MEA DOW	27-02 MOIST FLOOD PLAIN	27-01 WET LAND	27-06 SALINE BOTTOM
TREES							
SILVER BUFFALOBERRY	<i>SHEPHERDIA ARGENTEA</i>	SHAR		X	X		
FREMONT COTTONWOOD	<i>POPULUS FREMONTII</i>	POFR2			X		
RUSSIAN OLIVE	<i>ELAEAGNUS ANGUSTIFOLIA</i>	ELAN		X	X		
ELM					X		
SALT CEDAR							

Appendix C
NRCS Predictive Model

NRCS Predictive Model

27-02 Moist Floodplain Sites

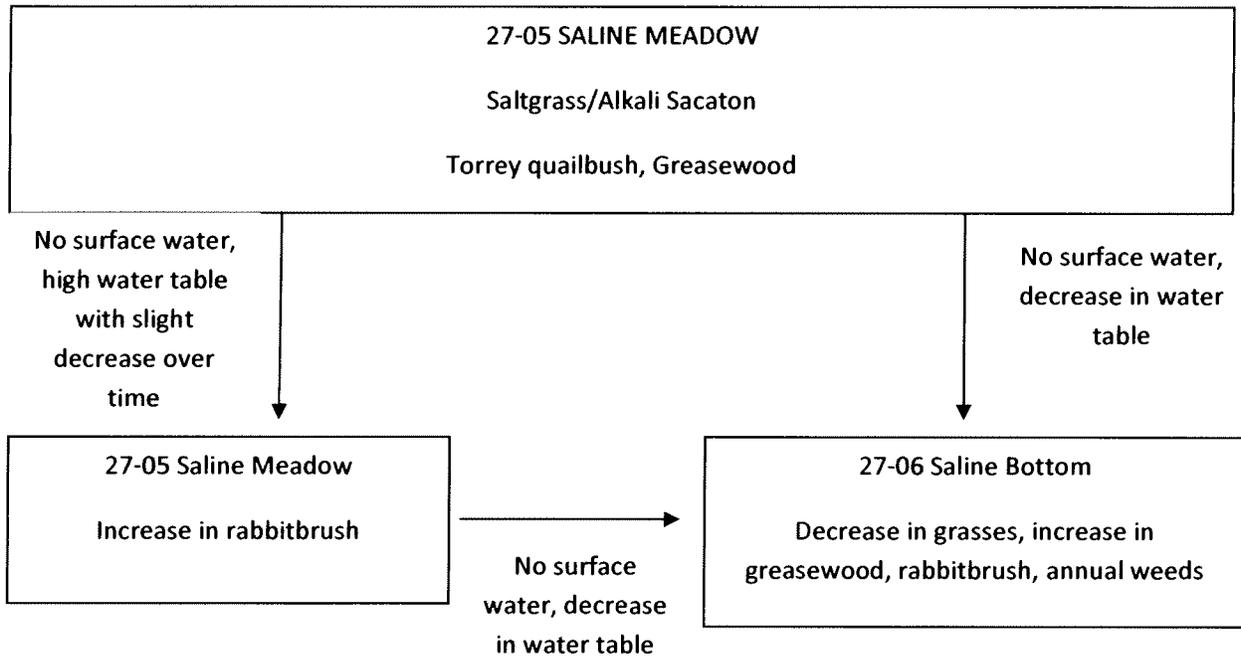
This site is what most of the irrigated wet meadow would be without irrigation. With a decrease in water would expect an increase in willows. Willows need water, but with drainage. Main grass species on this site is creeping wildrye and salt grass. Composition of these two grasses varies, and most likely based on salinity of the soil on micro sites. Other plants include wild rose, buffalo berry and currant. If there is buffaloberry that site is most likely Moist Floodplain, but it also occurs on Saline Meadow. Have only found a trace amount of big sagebrush and basin wildrye. Maybe too wet and saline for the two species? Also on found on this site is iris.



NRCS Predictive Model

27-05 Saline Meadow

This site may be the wet meadow going dry with a little higher saline content. Go with saline meadow if finding kochia, poverty weed, greasewood, quailbush and no iris. Other plants would include silverscale and goosefoot. Some sites high in saltgrass, some high in alkali sacaton. Some sites very high in rubber rabbitbrush with saltgrass understory. Assume this is the saline meadow? Remove rabbitbrush, should go to saltgrass and creeping wildrye site.

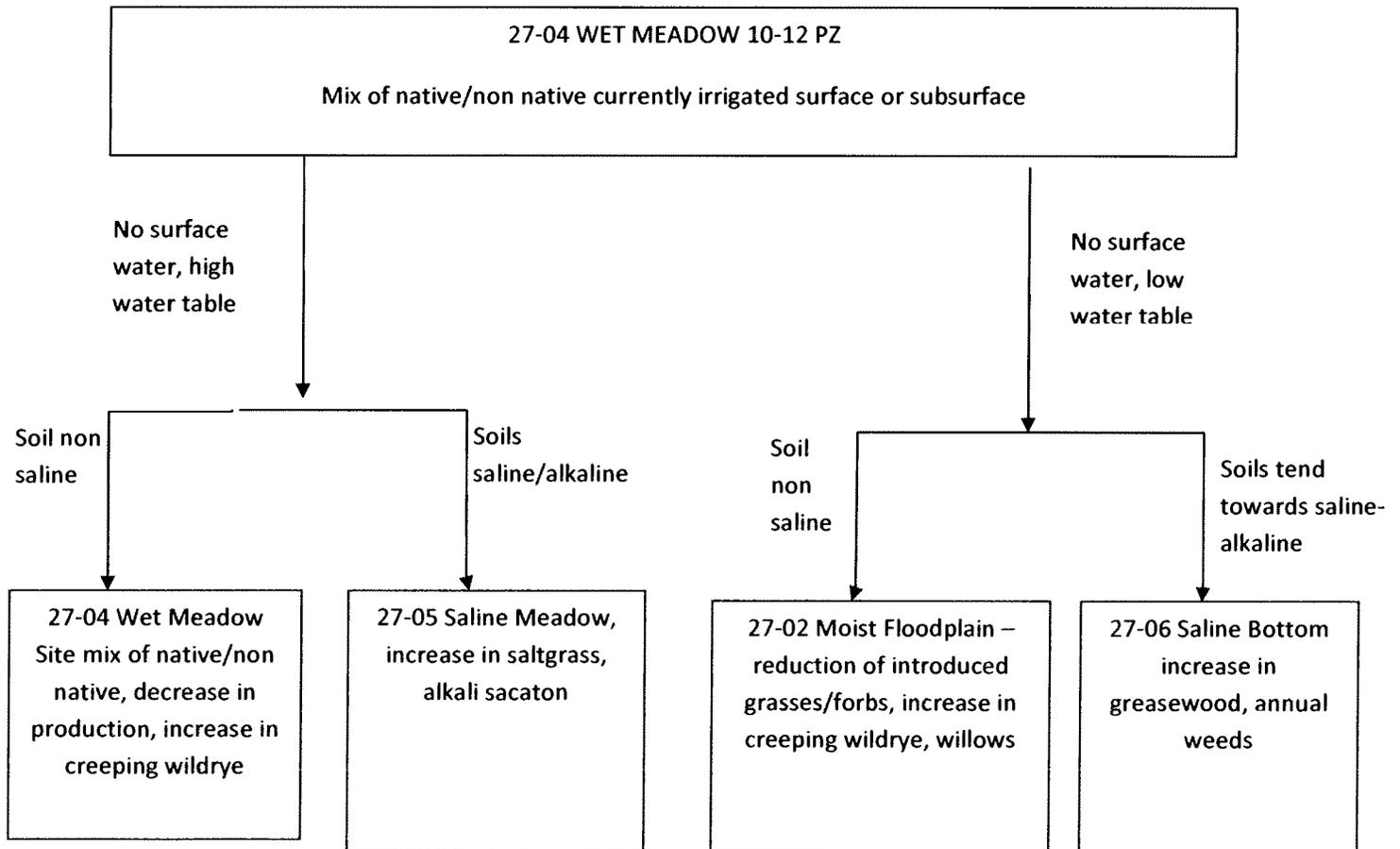


NRCS Predictive Model

27-04 Wet Meadow Site

Currently irrigated, some field looked to have been leveled or smoothed in the past. Plant species a mix of native and introduced. Introduced species include Tall fescue, meadow foxtail, and two to three kinds of clover, yellow sweet clover, birdsfoot trefoil, alfalfa and asparagus. Most of the native grass is creeping wildrye and Baltic rush and some saltgrass. Most of the wet meadow sites have iris in them. No blue grass has been found on these sites as described in the ecological site.

Expected change in this site with decrease in water.



Appendix D

Mason Valley Revegetation Task Timeline

Mason Valley Revegetation Task Timeline

	Pre-Planting			Planting Year 1				Planting Year 2				Planting Year 3				Post-Planting		
	Jul-11	Aug-11	Sep-11	Oct - Dec 11	Jan - Mar 12	Apr - Jun 12	Jul - Sept 12	Oct - Dec 12	Jan - Mar 13	Apr - Jun 13	Jul - Sept 13	Oct - Dec 13	Jan - Mar 14	Apr - Jun 14	Jul - Sept 14	Oct-14	Nov-14	Dec-14
Plan Development	X	X	X															
Irrigation																		
Delivery Maintenance					X	A	A		X	A	A	A	X	A	A	A		
Application						X	A		X	A	A		X	X	A			
Weed Management																		
Burn				X				X				A						
Herbicide					X	A	A		X	A	A	A	X	A	A	A		
Mow				X		A	A	X	A	X	A		X	X	A			
Existing Alfalfa Treatment			X			X	X		X	X		A	A	A				
Ground Preparation							X											
Native Grass Seeding																		
Fields 7, 8				X				C			A	A						
Fields 1, 3, 4, 5								X			C	C			A	A		
Native Shrub Planting																		
Seed												X					C	
Plug												X	X				C	
Monitoring																		
Initial Assessment	X	X	X															
Weekly				X		X	X			X	X			X	X			
Monthly				X	X			X	X			X	X			X		
Final Assessment																	X	X

X Scheduled

C Contingency

A As needed

61

Appendix E

**Weed control, grazing management, planting considerations
and value to wildlife for selected revegetation species**

Weed Control, Grazing Management, Planting Considerations and Value to Wildlife for Selected Revegetation Species

Species	Weed Control	Grazing Management	Planting considerations	Value to Wildlife
Creeping or Beardless wildrye	Tolerant of standard, broad-leaf herbicides except for Tejar (chlorsulfuron) at 3-4 leaf stage	Moderately palatable to all livestock, especially in the early spring before it becomes coarse	Drill seed at depth of 1/2" or less on medium to fine textured soils; 1" or less on coarse textured soils. The best seeding results are seeding in very early spring on heavy-medium textured soils & dormant seeding in late fall on medium-light textured soils.	Dominated wet meadows provide high quality nesting habitat for waterfowl, shorebirds & wetland-obligate passerines, as well as foraging areas for Canada geese and Sandhill cranes.
Basin wildrye	Bromoxynil at 3-4 leaf stage. 2,4-D at 4-5 leaf stage.	No grazing until late summer or fall of the second growing season and > 10" tall. Leave > 10" after grazing	Disc or deep furrow drill seeded at a depth of 0.25-0.75" inch on medium to fine textured soils and <1" on coarse textured soils.	Excellent cover habitat for small animals and birds, excellent nesting cover for upland birds, excellent standing winter feed and cover for big game
Slender wheatgrass	2,4-D, Bromoxynil, Metribuzin or dicamba okay to use.	Moderately tolerant of grazing, stands should be managed carefully to ensure seed production occurs every other year for long-term survival	For native seed mixtures, limit slender wheatgrass to 1 pound PLS/acre because higher rates effect the establishment of slower developing native species.	Upland game birds & small mammals utilize seed for food and foliage for cover. Readily grazed by large ungulates, (elk and bighorn sheep) in higher elevations
'Hycrest' Crested wheatgrass	2,4-D application after 4-6 leaf stage. Mow when weeds are beginning to bloom.	Tolerant of heavy grazing once firmly established (i.e. 6" of new growth in spring). 3" stubble should remain at the end of the grazing season to maintain the long-term health	The best seeding results are obtained from seeding in very early spring on heavy to medium textured soils and as dormant seeding in late fall on medium to light textured soils.	Birds & small rodents eat seeds. Deer, antelope, and elk graze in spring and fall. Provide upland & songbirds nest habitat.
Tall Wheatgrass	2,4-D may be necessary after 4-6 leaf stage	Deferred for at least 2 growing seasons and > 8" of new growth with 6" stubble left at end of the growing season. Most palatable during the early spring months. Must be grazed heavily to maintain plants in the vegetative state; however it does not tolerate continuous close grazing and a rest period is required between grazing events.	Under dryland conditions, heavy to medium textured soils should be seeded in the very early spring, and medium to light textured soils should be seeded in the late fall. Irrigated land should be seeded in spring or late summer	Provides nesting cover and food for upland birds
Sedge	It can be used as a key species to determine grazing pressure. It has moderate to good palatability early in the season, but becomes tough as the temperatures grow colder		Fluctuating the water level during the establishment period may speed establishment and spread. Water levels can be managed to enhance rhizome spread	valuable forage species for big game and livestock later in the growing season. Shoots are grazed by muskrat and geese, while seeds are eaten by small mammals and birds
Rush	Cattle graze rushes late in the season after more palatable plants are eaten		Soil should be kept saturated after planting. Plants can tolerate 2.5 - 8 cm of standing water as long as the level fluctuates over the growing season. Allow roots to become established before flooding soils. Ideally, plants should be planted in late Oct-Nov, enables roots to become established before heavy flooding and winter dormancy occurs. Survival is highest when plants are dormant and soils are moist	Seeds eaten by waterfowl, songbirds, small mammals, jack rabbits, cottontail, muskrat, porcupine, quail, and gopher. Help improve habitat for amphibians and spawning areas for fish.
Woods rose	The plants are browsed by livestock and big game from spring through fall, but the young spring leaves are especially palatable		Transplants, hardwood cuttings, and direct seeding	Fruits good source of energy and protein for squirrels, deer, coyotes, bears, etc. Many birds and mammals are sustained by the persistent dry hips when the ground is covered with snow. Thickets provide nesting and escape cover

63

Weed Control, Grazing Management, Planting Considerations and Value to Wildlife for Selected Revegetation Species

Species	Weed Control	Grazing Management	Planting considerations	Value to Wildlife
Willow			Un-rooted cuttings used with good moisture conditions. Rooted cuttings on droughty sites, Un-rooted cuttings should be at least 12 inches long, with the lower 10 inches buried vertically in the sand.	This plant provides wood and shelter for many game birds and forage for deer
Buffaloberry		Silver buffaloberry is reported to be a suckering plant. However, the suckers do not seem to be strongly competitive. Browsing often sharply reduces the amount of suckers.	Bare root seedlings should be planted in the spring, once the threat of frost is over. Seed should be sown in mid-September	Thorny thickets create ideal cover for numerous song bird and animal species. It is a preferred food source of many songbirds and sharp-tailed grouse. Seeds of this shrub are dispersed in the droppings of birds and ungulates, but sprouting of the seeds seems to occur very rarely in nature. It is also a browse source for big game animals, as well as rodents
Big sagebrush			Mix seeds w/ rice hulls, should not be sown in the same drill row w/ more aggressive forbs & grasses	Evergreen leaves and abundant seed production provide an excellent winter food source to numerous species of large mammals including mule deer, black-tailed deer, white-tailed deer, elk, pronghorn antelope, bighorn sheep and jack rabbits.
Torrey Quailbush			Seed best sown in April or May, placed in containers or seed trays with a compost of peat & sand and a slow-release fertilizer. Firm the medium gently, sow the seed thinly and evenly on top, and cover with its own depth of medium. Place the pots in a cold frame at 13°C, seed should germinate 1-3 wks then placed into individual pots and grown in a greenhouse for the first winter.	Rabbits, lizards, rattlesnakes, coyotes, quails, and other birds use the seeds and foliage for food and habitat. The foliage and twigs provide shelter for many small mammals and livestock
Fourwing saltbush	Keep weed free during the first year	At least 2 growing seasons for establishment prior to first grazing season. Well adapted to winter use. Rotation deferred system of grazing will aid this point in producing a maximum yield for livestock	Can take 3-4 years to become established	Deer relish this plant, especially during the winter. Quail use this species for shady cover, roosting and food. It has been observed to be used by porcupine, ground squirrel and jack rabbit
Black Greasewood		Contains sodium & potassium oxalates that are toxic to livestock. Browsing can be fatal in low quantities, but can be consumed safely in light to very moderate amounts in the spring while leaves are growing, as long as there is a substantial amount of other preferable forage available	Propagation by seed, bare root, container, and cutting. Density 10-300/ac	Provides important cover for wildlife and livestock, especially during the winter. Plants are low to low fair in protein levels depending on soil and growing conditions

64

The following parties have reviewed and approved the revegetation plan for the Weir and North Aguiar parcels.

Nevada Department of Wildlife

Date



Nevada Division of State Lands

11/17/11

Date

National Fish and Wildlife Foundation

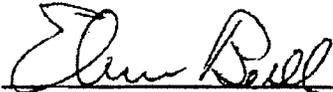
Date

Mason Valley Conservation District

Date

65

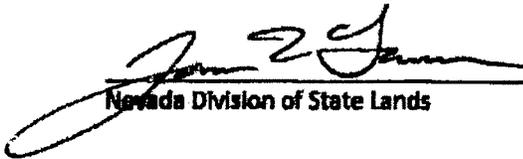
The following parties have reviewed and approved the revegetation plan for the Weir and North Agular parcels.



Nevada Department of Wildlife

11/18/11

Date



Nevada Division of State Lands

11/17/11

Date



National Fish and Wildlife Foundation

11/18/11

Date



Mason Valley Conservation District

11/18/11

Date

266



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>

Date: January 13, 2012
To: Stephanie Day, Deputy Director
Department of Administration
From: Jim Rodriguez, Budget Analyst
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting. An analysis of the action item and recommendation is also provided.

**DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION –
BUILDINGS AND GROUNDS UNIT**

Statutory Authority

NRS 334.010(1) - No automobile may be purchased by any department, office, bureau, officer or employee of the State without prior written consent of the State Board of Examiners.

Nature of the Request:

**DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION –
BUILDINGS & GROUNDS UNIT – APPROVAL TO PROCEED WITH PURCHASE OF A
REPLACEMENT VEHICLE**

Pursuant to NRS 334.010(1), the Division of Forestry is requesting permission to purchase three used replacement vehicles.

The 76th session of Nevada Legislature approved funding in the amount of \$10,000 for the Buildings and Grounds division to purchase two used replacement vehicles. The Buildings and Grounds division was fortunate to find one vehicle (purchased November 18, 2011) in the amount of \$3,500 from State Purchasing Division. The agency now has an opportunity to purchase one more vehicle from State Purchasing for \$1.00, and two vehicles from the State Motor Pool Division for \$3,150 and \$3,250 respectively.

The two vehicles from Motor Pool Division are actually two of the agency's monthly Motor Pool vehicles that currently cost the agency approximately \$800 per month to lease. Purchasing these

two vehicles will eliminate the agency's monthly lease expense. In addition, while the agency realizes that they will be assuming the associated maintenance cost for these replacement vehicles, the agency believes that the additional maintenance cost for these vehicles will be significantly less than the maintenance they are currently paying for the vehicles they will replace.

Recommendation:

Recommend approval.

REVIEWED: _____ 
ACTION ITEM: _____

STATE VEHICLE PURCHASE

Pursuant to NRS 334.010, no automobile may be purchased by any department, office, bureau, officer or employee of the State without prior written consent of the State Board of Examiners.

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
<i>SPWD – B&G Division</i>	3	\$6,401
Total:	3	\$6,401

NRS 334.010 State automobiles: Purchase; use; identification; penalty.

1. No automobile may be purchased by any department, office, bureau, officer or employee of the State without prior written consent of the State Board of Examiners.

2. All such automobiles must be used for official purposes only.

3. All such automobiles, except:

(a) Automobiles maintained for and used by the Governor;

(b) Automobiles used by or under the authority and direction of the Chief Parole and Probation Officer, the State Contractors' Board and auditors, the State Fire Marshal, the Investigation Division of the Department of Public Safety, the investigators of the State Gaming Control Board, the investigators of the Securities Division of the Office of the Secretary of State and the investigators of the Attorney General;

(c) One automobile used by the Department of Corrections;

(d) Two automobiles used by the Caliente Youth Center;

(e) Three automobiles used by the Nevada Youth Training Center; and

(f) Four automobiles used by the Youth Parole Bureau of the Division of Child and Family Services of the Department of Health and Human Services,

↪ must be labeled by painting the words "State of Nevada" and "For Official Use Only" on the automobiles in plain lettering. The Director of the Department of Administration or a representative of the Director shall prescribe the size and location of the label for all such automobiles.

4. Any officer or employee of the State of Nevada who violates any provision of this section is guilty of a misdemeanor.

[Part 1:7:1933; A 1947, 422; 1949, 360; 1953, 45; 1955, 543] + [2:7:1933; 1931 NCL § 6941.02]—(NRS A 1957, 62, 743; 1959, 782; 1961, 383, 627; 1963, 693; 1965, 314; 1967, 165; 1969, 129; 1971, 167; 1973, 84, 289; 1975, 61, 566; 1977, 289; 1979, 74, 881; 1981, 1189, 2013; 1985, 1984; 1989, 1959; 1991, 2127; 1993, 31, 1566; 1995, 579; 2001, 2598; 2001 Special Session, 236; 2003, 289)

Board of Examiners Request for Approval to Purchase a
State Vehicle Pursuant to NRS 334.010

Agency Name: SPW DIVISION - B&G SECTION	Budget Account #: 1349
Contact Name: MICHAEL JOHNSON (4-1816)	Telephone Number: 77 684-1800

Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:

Number of vehicles requested: THREE **Amount of the request:** \$6,401

Is the requested vehicle(s) new or used: USED

Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:

One Pick Up; and Two Motor Pool Vans

Mission of the requested vehicle(s):

To be used in maintenance for Buildings and Grounds. Transportation to and from jobs, and hauling equipment.

Were funds legislatively approved for the request?

Yes No

If yes, please provide the decision unit number:

E710 - 2 approved for \$10,000

If no, please explain how the vehicles will be funded?

Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):

Addition(s) Replacement(s)

Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.

N/A

Please Complete for Replacement Vehicles Only:
(For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)

Current Vehicle Information:

Vehicle #1 Model Year: 1991 GMC

Odometer Reading: 115936

Type of Vehicle: PICK UP

(worth)

Vehicle #2 Model Year:

Odometer Reading:

Type of Vehicle:

#1 P.U. from Purchasing

Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.

YES

If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.

Current Vehicle has 155,000+ miles and is in need of major repairs that pose a safety issue for the driver. Remaining two vehicles: B&G has two monthly Motor Pool rentals that Motor Pool has approval to sell. B&G would like to purchase both vehicles, thus reducing their CAT 03 (Travel) by approximately \$766 per month.
Vehicle #1 listed above left in "Current Vehicle Information"
Vehicle #2 is a 1999 GMC Van (Motor Pool)
Vehicle #3 is a 2002 Dodge Van (Motor Pool)

Please attach an additional sheet if necessary

APPOINTING AUTHORITY APPROVAL:

[Signature]
Agency Appointing Authority

administrator
Title

12-14-11
Date

BOARD OF EXAMINERS' APPROVAL:

Approved for Purchase Not Approved for Purchase

Board of Examiners

Date

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DEC 15 2011

vegas [Purchasing 2 vans from Motor Pool - These are vehicles the agency is currently lease. ~ \$330 each (est)]
cc plus buy a p.u. from Purchasing for \$1.00

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

5

Brian Sandoval
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Jeff Mohlenkamp
Director

Gustavo Nuñez, P.E.
Administrator



PUBLIC WORKS DIVISION

Carson City Offices:

Public Works Section
515 E. Musser Street, Suite 102
Carson City, Nevada 89701-4263
(775) 684-4141 • Fax (775) 684-4142

Buildings & Grounds Section
(775) 684-1800 • Fax (775) 684-1817

Las Vegas Offices:

Public Works Section
1830 East Sahara, Suite 204
Las Vegas, Nevada 89104
(702) 486-5115 • Fax (702) 486-5094

Buildings & Grounds Section
2821 E. Sahara Avenue
Las Vegas, Nevada 89104-4136
(702) 486-4300 • Fax (702) 486-4300

MEMORANDUM

Date: January 6, 2012
To: Jim Rodriguez, Budget Analyst 4
From: Michael Johnson, Facility Manager
Subject: Fleet Vehicle CAT 05 RXQ Request – State Purchasing/Motor Pool

RECEIVED

JAN 10 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

The 76 session of Nevada Legislature approved Buildings and Grounds, budget account 1349, for the following:

- 8380 - Two Used Vehicles at \$5,000 each

Buildings and Grounds was fortunate to find one vehicle (purchased November 18, 2011) in the amount of \$3500 from State Purchasing Division. We now have an opportunity to purchase one more vehicle from State Purchasing for \$1,000, and two vehicles from Motor Pool Division for \$3,150 and \$3,250.

The two vehicles from Motor Pool Division are two of our "Monthly Vehicle Rentals" costing us approximately \$800 per month in CAT 03. Purchasing these two vehicles will eliminate our monthly expense and we know the fine condition that Motor Pool kept these vehicles in.

Replacing our vehicles in the condition they are in (over \$21,000 in maintenance this fiscal year) with vehicles, even though used, in much better condition is a plus. We will always have vehicle maintenance expenses, but we would like to see much less. So, aside from getting a fleet of new vehicles, we make do with the money Legislature affords us.

Please let me know if you need anything further.

Thank you.

7

Betty M. Badgett

From: Michael Johnson
Sent: Monday, December 19, 2011 10:06 AM
To: Betty M. Badgett
Cc: Peter Etchart
Subject: FW: Vehicle Quotes

From: Keith Wells
Sent: Friday, December 16, 2011 3:40 PM
To: Michael Johnson
Subject: Vehicle Quotes

Mike:

I have attached the valuation for three vehicles we will have available for purchase over the next several months.

Year	Make	Model	Mileage	Price	Availability	Location
2002	Dodge	3/4Ton Van	105,000	\$3250	March 2012	Vegas
1999	GMC	3/4Ton Van	86,000	3150	March 2012	Vegas
1988	Chevrolet	1Ton Box Van	103,000	\$2000.00	January 2012	Carson

Let me know which one(s) you would like to proceed forward with and I will hold them.

Keith Wells | Administrator

State of Nevada | Department of Administration
 Motor Pool Division

T: (775).684.1883 | F: (775).684-1888

E: kdwells@admin.nv.gov

www.motorpool.state.nv.us

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No virus found in this message.

Checked by AVG - www.avg.com

Version: 2012.0.1890 / Virus Database: 2108/4690 - Release Date: 12/19/11

Betty M. Badgett

From: Marie Gullet
Sent: Monday, January 09, 2012 9:37 AM
To: Betty M. Badgett
Subject: RE: 2004 CHEVEROLET PICKUP

Hi Betty,

B&G is purchasing a 2004 Chevrolet Silverado pickup, vin# 1GCEK14X04Z292652, mileage 128521, at no charge to B&G.

This vehicle is not a highway funded vehicle so a state agency does not have to pay for it but they do have to do a RXQ and get approval from BOE.

Please let me know if you have any other questions.

Marie Gullett
Department of Administration
Purchasing Division
Property Management Program
2250 Barnett Way
Reno, Nevada 89512
775-684-1835 Fax 775-688-1503
mgullett@admin.nv.gov

*** My email address has changed to mgullett@admin.nv.gov**

From: Betty M. Badgett
Sent: Monday, January 09, 2012 9:17 AM
To: Marie Gullett
Subject: RE: 2004 CHEVEROLET PICKUP

Hi Marie,

Just a reminder, could you please do an email to me regarding this vehicle and what we are being charged?

Thank you so much,

Happy Monday B

Betty Badgett
Office Manager
bbadgett@admin.nv.gov
775 684-1800 (P)

1/10/2012

9

8380	NEW REQUEST	1999 GMC VAN MOTORPOOL	\$ 3,250.00	AWAITING BOE APPROVAL	\$3,150	WE RENT THIS MOTOR POOL VEHICLE AND THIS PURCHASE WILL ELIMINATE THE MONTHLY CHARGES - NOTE: THIS VEHICLE HAS BEEN ON A STEADY PREVENTIVE MAINTENANCE SCHEDULE SO THE VEHICLES ARE IN
8380	NEW REQUEST	2002 DODGE VAN MOTOR POOL	\$ 3,250.00	AWAITING BOE APPROVAL	\$3,250	WE RENT THIS MOTOR POOL VEHICLE AND THIS PURCHASE WILL ELIMINATE THE MONTHLY CHARGES - NOTE: THIS VEHICLE HAS BEEN ON A STEADY PREVENTIVE MAINTENANCE SCHEDULE SO THE VEHICLES ARE IN
				TOTAL	\$ 9,901.00	PRIME CONDITION
					REMAINING \$	99.00



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>

Date: January 11, 2012
To: Julia Teska, Budget Analyst V
Department of Administration
From: Celestena Glover, Budget Analyst IV 
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners meeting. An analysis of the action item and recommendation is also provided.

DEPARTMENT OF BUSINESS & INDUSTRY, INDUSTRIAL RELATIONS DIVISION

Description of item

Nature of the Request

The department seeks approval to purchase one replacement vehicle for the Mine Safety and Training section to perform safety and health inspections, along with accident investigations for all active commercial mines located in Nevada. This purchase was approved by the 2011 legislature

Recommendation

Recommend approving the request. The State Motor Pool Administrator has approved the request.

REVIEWED: 
ACTION ITEM: _____

RECEIVED

JAN 09 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Board of Examiners Request for Approval to Purchase a
State Vehicle Pursuant to NRS 334.010

Agency Name: Mine Safety and Training Section	Budget Account #: 4686
Contact Name: Angie Thomas	Telephone Number: 775-684-7085

Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:

Number of vehicles requested: 1 **Amount of the request:** \$26,890

Is the requested vehicle(s) new or used: New

Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:

SUV, 1/2Ton, 4DR, 4WD, 5-6 Passengers

Mission of the requested vehicle(s):

The Mine Safety and Training Section performs safety and health inspections, along with accident investigations for all active commercial mines located in the State of Nevada.

Were funds legislatively approved for the request?

Yes No

If yes, please provide the decision unit number:

E710

If no, please explain how the vehicles will be funded?

Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):

Addition(s) 1 Replacement(s)

Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.

No vehicles of this type are listed in the Smart Way/Smart Way Elite program.

Please Complete for Replacement Vehicles Only:

(For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)

Current Vehicle Information:

Vehicle #1 Model Year: 2000

Odometer Reading: 93,825

Type of Vehicle: Pick Up Truck

Vehicle #2 Model Year:

Odometer Reading:

Type of Vehicle:

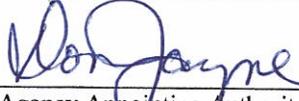
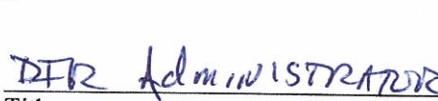
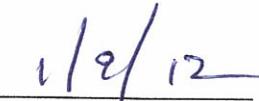
Please attach an additional sheet if necessary

Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.

Yes

If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.

APPOINTING AUTHORITY APPROVAL:

		
Agency Appointing Authority	Title	Date

BOARD OF EXAMINERS' APPROVAL:

Approved for Purchase Not Approved for Purchase

Board of Examiners

Date

Revised 7/13/10

13

STANDARD PAGE ~ BID #7662 FLEET VEHICLES ~ UPDATED 2011-0819

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: <small>(i.e. 1.1 Sedan: Full size, 4 door, 6 passenger)</small>		5.3, SUV, 1/2TON, 4DR, 4WD, 5-6PASS	
Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:		Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
2012 FORD EXPLORER (K8B)		\$ 24362	\$ 24662
State vehicle miles per gallon (MPG): 15 CITY - 21 HWY			
State manufactures warranty: 3 YRS/36000 MILES			
Specify alternate fuel engine size and emission rating: 3.5L V6 TI-VCT			
Includes Minimum Standard Equipment Listed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions:			
Exterior Color: List available colors: (CC=CLEARCOAT; CC/M=CLEARCOAT/METALLIC)			
DARK BLUE PEARL CC/M	DX	INGOT SILVER CC/M	UX
BLACK CC	UA	WHITE SUEDE CC/M	<u>WS</u>
RED CANDY CC/M (ADD \$336)	RZ		
Seats, Cloth: List available colors:			
<u>GREY</u>			
GVW: NA#		WHEELBASE: 113" / LENGTH 197"	
(When Applicable)		(When Applicable)	

ITEMIZED OPTIONS PAGE ~ BID #7662 FLEET VEHICLES

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: <small>(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)</small>	5.3, SUV, 4DR, 4WD, 5-6PASS
--	-----------------------------

		DEDUCT AMOUNT
ABS Brake System	\$ INCL.	\$
Air Conditioning	\$ INCL.	\$
Cruise Control	\$ INCL.	\$
Diesel Engine	\$ NA	\$
Engine Block Heater	\$ 30	\$
Four Wheel Drive (4x4)	\$ INCL.	\$
Heavy Duty Alternator (140A)	\$ NA	\$
Hitch Receiver	\$ INCL. W/TRAILER TOW	\$
Integrated Trailer Brake (3/4 ton only)	\$ NA	\$
Keyless Entry w/Fob (must have power door locks)	\$ INCL.	\$
Limited Slip Differential	\$ NA	\$
Paint, Metallic	\$ OPTIONAL N/C	\$
Power Mirrors	\$ INCL.	\$
Power Locks	\$ INCL.	\$
Power Seats (DRIVER'S SIDE ONLY)	\$ INCL.	\$
Power Windows	\$ INCL.	\$
Radio; AM/FM Stereo, Cassette Player	\$ NA	\$
Radio; AM/FM Stereo, Cassette Player, CD	\$ INCL.	\$
Rear Window Wiper	\$ INCL.	\$
Seats, Vinyl Vinyl Colors:	\$ NA	
Skid Plate	\$ NA	\$
Tilt Steering	\$ INCL.	\$
Tire, Spare, Full Size	\$ NA	\$
Trailer Tow Mirrors	\$ NA	\$
Trailer Tow Package	\$ NA	\$

Other:

TRAILER TOW	\$ 484	\$
DAYTIME RUNNING LAMPS	\$ 38	\$
ENGINE BLOCK HEATER	\$ 30	\$
FLOOR MATS	\$ 64	\$
REVERSE SENSING SYSTEM	\$ 234	
SYNC VOICE SYSTEM & SIRUIS RADIO	\$ 417	

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 300 per mile unit.

16

Vehicle Order Information Form

Does this vehicle meet "Smart Way or Smart Way Elite" requirements? If not, agency must fill out Vehicle Order Justification Sheet.

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	5.3 2012 Ford Explorer, SUV, ½ Ton, 4 Door, 4 Wheel Drive		
Dealer Name:	Jones-West Ford, Reno, NV		
Delivery Location:	Reno		
Vehicle Colors:	Exterior: White Suede – Clear Coat/Metallic	Interior: Grey	<input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$24,362	\$24,362
SPECIFY OPTIONS: (description)			\$2073.00
XLT (K8D)		\$1971.00	
Daytime Running Lamps		\$38.00	
Floor Mats		\$64.00	
		\$	
		\$	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$0	\$0
Total purchase price with options			\$26,435.00
DMV Title and DRS Fee's		\$28.25	\$28.25
GRAND TOTAL:			\$26,464.25

17

Registered Owner:	Agency Name & Address: Department of B & I/Division of Industrial Relations Mine Safety and Training Section 400 W. King Street, Suite 210 Carson City, NV 89703
Legal Owner:	Agency Name & Address: Department of B & I/Division of Industrial Relations Mine Safety and Training Section 400 W. King Street, Suite 210 Carson City, NV 89703
County Vehicle Based In:	Carson City
Name & Phone of Person to contact when vehicle is ready for delivery:	Angie Thomas 775-684-7085

18

REQUEST FOR CHANGES TO THE STATE ADMINISTRATIVE MANUAL (SAM)

Agency Code: 400

Department: DHHS

Division (if applicable): Director's Office

Appointing authority: Mike Willden

Agency contact (name, phone and e-mail): Mike Torvinen, 684-4004, mtorvinen@dhhs.nv.gov

1. Reason/purpose for requested change: **Currently the 50 mile rule to be eligible for per diem reimbursement appears to only be mentioned in subsection 3 of Section 0206 where SAM indicates the 50 mile requirement be included in agency level policies. For consistency and clarity it is suggested that we the language regarding the 50 mile requirement to section 0204 in SAM.**
2. Existing and recommended language in SAM (*blue bold italics* is new language being proposed and ~~red strikethrough~~ is deleted language being proposed).

SAM EXCERPT WITH AMENDMENT SUGGESTION ("traveller" is a suggested spelling change by Word):

0204 Board of Examiners' Travel Policy

In accordance with NRS [281.160\(7\)](#) the Board of Examiners' shall establish the rate of reimbursement State officers and employees are entitled to receive while transacting public business. This rate must be the same as the comparable rate established for employees of the Federal Government; however, certain State policies may differ and supersede the established federal guidelines or policy. It is the Board of Examiners' policy that travel should be by the least expensive method available when such factors as total travel time, salary of *traveller*, availability of agency cars or State motor pool cars, and costs of transportation are considered.

State officers and employees are eligible for per diem reimbursements if they are 50 miles or more from their official work station.

Advanced planning for travel will allow for the purchase of airline tickets at discounted rates. Air coach is recommended to all areas serviced.

3. Explain how the recommended change(s) will benefit agencies or create consistencies or efficiencies, etc. (provide examples if applicable):

The 50 mile rule will be more specifically stated and clearly part of the BOE Travel Policy section of SAM.

4. Will recommended change have a fiscal impact (if yes, explain):

The rule is already being enforced.

5. Proposed effective date:

This is more of a clarification of an existing rule so the effective date is not an issue here.

BOARD OF EXAMINERS APPROVAL DATE: _____
(for BOE use only)

0200 Travel

0202 Reimbursement of Travel Expenses

NRS [281.160](#) outlines the State's statutes regarding travel and subsistence for State officers and employees.

0204 Board of Examiners' Travel Policy

In accordance with NRS [281.160\(7\)](#) the Board of Examiners' shall establish the rate of reimbursement State officers and employees are entitled to receive while transacting public business. This rate must be the same as the comparable rate established for employees of the Federal Government; however, certain State policies may differ and supersede the established federal guidelines or policy. It is the Board of Examiners' policy that travel should be by the least expensive method available when such factors as total travel time, salary of traveler, availability of agency cars or State motor pool cars, and costs of transportation are considered.

State officers and employees are eligible for per diem reimbursements if they are 50 miles or more from their official work station.

Advanced planning for travel will allow for the purchase of airline tickets at discounted rates. Air coach is recommended to all areas serviced.

0206 Agency Policy Regarding Travel

Because of the variety of situations faced by State agencies, it is important for State agencies to adopt agency specific policies. The Board of Examiners instructs all agencies to carefully review travel requirements and to adopt detailed policies consistent with the Board of Examiners' travel policy and within the legislatively approved travel budget authority. These policies should include, but are not limited to:

1. The hours and conditions during which an employee will be allowed to claim meals.
2. Overnight lodging within fifty miles of principle station.
3. 50 mile requirement prior to eligibility of travel status per diem.
4. Combining State business and personal travel.
5. Out-of-State travel requests.
6. Employees traveling as members of non-state agencies.
7. Use of private aircraft.

8. The conditions under which an employee will be allowed to claim mileage while using the employee's personal vehicle.
9. Conditions under which incidentals may be claimed.

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Office of Attorney General, Bureau of Consumer Protection
100 North Carson Street, FSDP Building
Carson City, Nevada 89701
contact: Eric Witkoski (702) 486-3129 email: Ewitkoski@ag.nv.gov
Helene Robinson (775) 684-1199;

2. Name of Lessor: Ufigurito, LLC
contact: Robert Jeffrey Parker, (Jeff) (702) 524-0589; Fax: (702) 255-6139
email: jeffretina@aol.com

3. Address of Lessor 1801 White Hawk Ct.
Las Vegas, Nevada 89134

4. Address of Lease property: 10791 West Twain
Las Vegas, Nevada 89135

- a. Square Footage:
b. Cost:

3,000 useable square feet				
cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$5,400.00	12	\$64,800.00	months 1 through 12	\$1,800
\$5,400.00	12	\$64,800.00	months 13 through 24 <i>4/1/12-3/31/14</i>	\$1,800
\$5,550.00	12	\$66,600.00	months 25 through 36 <i>4/1/14-3/31/15</i>	\$1,850
\$5,550.00	12	\$66,600.00	months 37 through 48 <i>4/1/15-3/31/16</i>	\$1,850
\$5,700.00	12	\$68,400.00	months 49 through 60 <i>4/1/16-3/31/17</i>	\$1,900
	60	\$331,200.00		

- c. Total Lease Consideration: None
- d. Rental Adjustments: None
- e. Term: Five (5) years
- f. Option to renew: Yes
- g. Utilities: Lessor
- h. Janitorial: Lessor
- i. Major repairs: Lessor
- j. Minor repairs: Lessor
- k. Taxes: Lessor
- l. Comparable Market Rate: \$1.64-\$2.65
- m. Specific termination clause in lease: Breach/Default lack of funding
- n. Lease will be paid for by Agency Budget Account Number: 1038

5. Purpose of the lease: To house the Office of the Attorney General Bureau of Consumer Protection

6. This lease constitutes:
- An extension of an existing lease
 - An addition to current facilities (requires a remark)
 - A relocation (requires a remark)
 - A new location (requires a remark)
 - Remodeling only
 - Other

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JAN 13 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

a. Estimated moving expenses: \$3,200.00 Furnishings: n/a Data/Phones: \$28,500.00

Remarks: Leasing Services negotiated a new Full Service lease relocating the Tenant from the Grant Sawyer building, 555 E Washington to this location, closer to the Public Utilities Commission of Nevada and the clients this program serves. The space which was vacated will be used for other programs under the Attorney General.

Lease #1

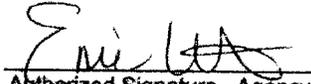
STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV20061259186	
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>	
c.	Is the Contractor Exempt from obtaining a Business License:	Yes	No <input checked="" type="checkbox"/>
	*If yes, please explain:		
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes <input checked="" type="checkbox"/>	No
	*If no, please explain:		
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes <input checked="" type="checkbox"/>	No
	*If no, please explain:		
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <input checked="" type="checkbox"/>	No


 Authorized Signature
 Public Works Division, Buildings and Grounds Section
 do

1-13-12
Date


 Authorized Signature - Agency

1-13-12
Date

For Board of Examiners Yes
No

X

Lease #1

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
Mental Health and Developmental Services, SAPTA
4126 Technology Way, 2nd floor
Carson City, Nevada 89706
contact: Gregg Leiss (775) 684-5989 fax: (775) 684-5964 email: gleiss@mhds.nv.gov and
Deborah McBride (775) 684-4077. email: dmcbride@sapta.nv.gov

2. Name of Lessor: JS Park Sahara, LLC
contact: Kem Braswell
phone; (949) 852-0900 fax: (949) 752-5113
kem@optimaasset.com

3. Address of Lessor: c/o The Saunders Property Company
Optima Asset Management
1600 Dove Street, Suite #301
Newport Beach, California 92660

4. Address of Lease property: 1840 East Sahara Avenue, Suite #111
Las Vegas, Nevada 89104

a. Square Footage:
b. Cost:

1,094 usable square feet				
cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$1,061.18	12	\$12,734.16	March 1, 2012 - February 28, 2013	\$0.970
\$1,061.18	12	\$12,734.16	March 1, 2013 - February 28, 2014	\$0.970
\$1,094.00	12	\$13,128.00	March 1, 2014 - February 28, 2015	\$1.000
\$1,094.00	12	\$13,128.00	March 1, 2015 - February 29, 2016	\$1.000
c. Total Lease Consideration:		48	\$51,724.32	

d. Rental Adjustments: None
e. Term: Four (4) years
f. Option to renew: Yes
g. Utilities: Lessor
h. Janitorial: Lessor
i. Major repairs: Lessor
j. Minor repairs: Lessor
k. Taxes: Lessor
l. Comparable Market Rate: \$1.64 - \$2.45
m. Specific termination clause in lease: Breach/Default lack of funding
n. Lease will be paid for by Agency Budget Account Number: 2580

5. Purpose of the lease: To house the Department of Health and Human Services, Mental Health and Developmental Services, SAPTA.

6. This lease constitutes:

An extension of an existing lease (month-to-month)
 An addition to current facilities (requires a remark)
 A relocation (requires a remark)
 A new location (requires a remark)
 Remodeling only
 Other

a. Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

Remarks: Leasing Services has relocated the Tenant from 4220 South Maryland Pkwy, Suite D-806, Las Vegas, Nevada. Tenant was paying \$2.01 per square foot per month and was in a holdover status paying an additional 25%, for a rental rate of \$2.51 per square foot through December 31, 2011. Leasing Services executed a month to month lease effective January 1, 2012, with the January 2012 monthly rent abated to assist in the realization of rent savings by moving the agency prior to the BOE's execution of the long term lease. The new lease is a monthly rental rate of \$.97 per square foot per month for years 1 and 2; and \$1.00 per square foot per month for years 3 and 4. For a total savings of \$54,436.32 during the lease term. This lease is an unusual rental rate for this area, for a full service gross rent.

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FEB 08 2012

Lease #2

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 Division of Mental Health and Developmental Services
 Rural Services
 1665 Old Hot Springs Road, Suite 157
 Carson City, Nevada 89706
 Contact: Barbara Legier, (775) 687-5162; Fax: (775) 684-5964

2. Name of Lessor: Darrell D. Adams & Judith Adams
 Telephone: (775) 688-3211
 Fax: (775) 688-3216

3. Address of Lessor: 143 Keystone Avenue
 Reno, Nevada 89503

4. Address of Lease property: 775 Cornell Avenue #A-1
 Lovelock, Nevada 89419

a. Square Footage:
 b. Cost:

1,250 usable square feet				
cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$1,700.00	12	\$20,400.00	March 1, 2012 - February 28, 2013	\$1.360
\$1,700.00	12	\$20,400.00	March 1, 2013 - February 28, 2014	\$1.360
\$1,700.00	12	\$20,400.00	March 1, 2014 - February 28, 2015	\$1.360

c. Total Lease Consideration: 36 \$61,200.00
 d. Rental Adjustments: None
 e. Term: Three (3) years
 f. Option to renew: Yes
 g. Utilities: LESSOR
 h. Janitorial: TENANT
 i. Major repairs: LESSOR
 j. Minor repairs: LESSOR
 k. Taxes: LESSOR

l. Comparable Market Rate: After every effort to obtain this information, the Market Rate is Not Available for this rural area.
 m. Specific termination clause in lease: Breach/Default lack of funding
 n. Lease will be paid for by Agency Budget Account Number: 3648

5. Purpose of the lease: To house the Division of Mental Health and Developmental Services, Rural Services.

6. This lease constitutes:

- An extension of an existing lease
- An addition to current facilities (requires a remark)
- A relocation (requires a remark)
- A new location (requires a remark)
- Remodeling only
- Other

a. Estimated moving expenses: n/a Furnishings: n/a Data/Phones: n/a

Remarks: Leasing Services renegotiated the lease at a new rate of \$1,700.00 per month for thirty-six (36) months. The previous lease was at \$1.38 per square foot with 3% increases every year. A savings of \$878.76 over the term of the lease.

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FEB 08 2012

Lease #3

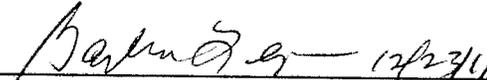
STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV20111719365
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	Sole Proprietor LLC [] INC [] CORP [] LLP []
c.	Is the Contractor Exempt from obtaining a Business License: *If yes, please explain:	Yes No X
d.	Is the Contractors Name the same as the Legal Entity Name? *If no, please explain:	Yes X No
e.	Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain:	Yes X No
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes X No



 Authorized Signature Date
 Public Works Division, Buildings and Grounds Section
 do



 Authorized Signature - Agency Date

For Board of Examiners Yes

No

Lease
#3

For Budget Division Use Only	
Reviewed by:	Pat 12/9/11
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services, Division of Mental Health and Developmental Services
 Southern Nevada Adult Mental Health Services
 6161 West Charleston Boulevard
 Las Vegas, Nevada 89146
 Telephone: (702) 486-6099
 Fax: (702) 486-6248
 contact: Paul Ripple, 702-486-6099; email: pripple@snamhs.nv.gov;
 Tom Pollard, 702-486-4252, email: tpollard@snamhs.nv.gov

2. Name of Lessor: Copper Creek Enterprise, LLC
 contact: Ken Murphy, phone: 775-209-3751; fax: (775) 751-3190
 redwood501@gmail.com

3. Address of Lessor: 2221 South Winery Road
 Pahrump, Nevada 89048

4. Address of Lease property: 240 Humahuaca Street
 Pahrump, Nevada 89048

a. Square Footage: 3,998 useable square feet

b. Cost:

cost per month	# of months in time frame		time frame	Approximate cost per square foot
\$5,277.36	12	\$63,328.32	February 1, 2012 - January 31, 2013	\$1.320
\$5,277.36	12	\$63,328.32	February 1, 2013 - January 31, 2014	\$1.320
\$5,437.28	12	\$65,247.36	February 1, 2014 - January 31, 2015	\$1.360
\$5,437.28	12	\$65,247.36	February 1, 2015 - January 31, 2016	\$1.360
\$5,597.20	12	\$67,166.40	February 1, 2016 - January 31, 2017	\$1.400

c. Total Lease Consideration: 60 \$324,317.76

d. Rental Adjustments: None

e. Term: Five (5) Years

f. Option to renew: Yes

g. Utilities: Lessor

h. Janitorial: Lessor - 3 days

i. Major repairs: Lessor

j. Minor repairs: Lessor

k. Taxes: Lessor

l. Comparable Market Rate: \$1.50 - \$1.75

m. Specific termination clause in lease: Breach/Default lack of funding

n. Lease will be paid for by Agency Budget Account Number: 3648

5. Purpose of the lease: To house the Department of Health & Human Services, Southern Nevada Adult Mental Health Services.

6. This lease constitutes:
- An extension of an existing lease
 - An addition to current facilities (requires a remark)
 - A relocation (requires a remark)
 - A new location (requires a remark)
 - Remodeling only
 - Other

a. Estimated moving expenses: n/a Furnishings: n/a Data/Phones: n/a

Remarks: Leasing Services negotiated this full service lease renewal. The previous rental rate was \$1.55 per square foot per month. Janitorial services were provided only twice a month. The new rental rate is approximately \$1.32 per square foot per month. The janitorial services will be provided three days a week. A rental savings and increased services were negotiated into this lease. This lease is under the current market rate.

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DEC 08 2011

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

RECEIVED

JAN 13 2012

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

Lease #4

Cooper Creek Enterprises, LLC
 SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES
 240 HUMAHACA, PAHRUMP NEVADA

LEASE RENEWAL 3,998 square feet	months	PREVIOUS Lease Amt. per month	PREVIOUS Cost Per Square Foot	NEW Lease Cost PER MONTH	NEW approximate Cost Per Square Foot	TOTAL LEASE CONSIDERATION	Savings per Mo	Savings per year
2/1/2012 - 01/31/13	12	\$ 6,209.52	\$ 1.55	\$ 5,277.36	\$ 1.32	\$ 63,328.32	\$ 932.16	\$ 11,185.92
2/1/2013 - 01/31/14	12	\$ 6,209.52	\$ 1.55	\$ 5,277.36	\$ 1.32	\$ 63,328.32	\$ 932.16	\$ 11,185.92
2/1/2014 - 01/31/15	12	\$ 6,209.52	\$ 1.55	\$ 5,437.28	\$ 1.36	\$ 65,247.36	\$ 772.24	\$ 9,266.88
2/1/2015 - 01/31/16	12	\$ 6,209.52	\$ 1.55	\$ 5,437.28	\$ 1.36	\$ 65,247.36	\$ 772.24	\$ 9,266.88
2/1/2016 - 01/31/17	12	\$ 6,209.52	\$ 1.55	\$ 5,597.20	\$ 1.40	\$ 67,166.40	\$ 612.32	\$ 7,347.84
	60					324,317.76		\$ 48,253.44

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JAN 13 2012

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

Lease
#4

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **10934** Amendment Number: **1**

Agency Name: **STATE ENERGY OFFICE** Legal Entity Name: **AINSWORTH ASSOCIATES MECHANICAL ENGINEERS**

Agency Code: **011** Contractor Name: **AINSWORTH ASSOCIATES MECHANICAL ENGINEERS**

Appropriation Unit: **4868-19** Address: **3741 BUSINESS DR STE 100**

Is budget authority available?: **Yes** City/State/Zip: **SACRAMENTO, CA 95820**

If "No" please explain: **Not Applicable** Contact/Phone: **null916/737-6014**

Vendor No.: **T27012245**

NV Business ID: **NV19751005266**

To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **5306**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/08/2010**

Anticipated BOE meeting date **02/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **04/30/2012**

Contract term: **1 year and 327 days**

4. Type of contract: **Contract**

Contract description: **PROFESSIONAL SERVICE**

5. Purpose of contract:

This is the first amendment to the original contract, which provides professional architectural/engineering services for the HVAC energy conservation upgrades - ARRA Projects (North), SPWB Project No. 10-A015, SPWB Contract No. 5306. This amendment decreases the maximum amount from \$100,000 to \$59,424 as no additional design work will be required for this project.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$100,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$40,576.00
4. New maximum contract amount:	\$59,424.00

II. JUSTIFICATION

7. What conditions require that this work be done?

2010 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project. The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWB, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	01/11/2012 11:38:13 AM
Division Approval	dgrimm	01/11/2012 11:38:17 AM
Department Approval	dgrimm	01/11/2012 11:38:21 AM
Contract Manager Approval	dgrimm	01/11/2012 12:22:15 PM
Budget Analyst Approval	jmurph1	01/18/2012 11:14:30 AM
BOE Agenda Approval	jmurph1	01/18/2012 11:14:34 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12966**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1038-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: LA CAPRA ASSOCIATES INC

Contractor Name: **LA CAPRA ASSOCIATES INC**Address: **1 WASHINGTON MALL FL 9**City/State/Zip: **BOSTON, MA 02108**

Contact/Phone: null617/778-5515

Vendor No.: T29010850

NV Business ID: NV20111737831

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % **X** Fees **100.00 % Regulatory Assessments**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 12003

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/14/2012**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/13/2016**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Expert Witness**

5. Purpose of contract:

This is a new contract to provide professional services (economists) as an expert witness to the Bureau of Consumer Protection (BCP) in matters before the Nevada Public Utilities Commission that may have a potential impact on Nevada's utilities consumers. The experts provide technical expertise and full litigation support on electric and gas cost of service and rate design on issues with mixed rate design and revenue requirement implications such as jurisdictional allocation, the cost basis for tariffed charges (e.g., disconnection, service establishment and returned checks), as well as, analysis of weather normalization, cost causation, allocated costs modeling, development of revenue targets, and the design of rates, including developing rates to meet revenue targets, ratemaking policies regarding decoupling sales and revenues, and policy and quantification of line extension allowances together with appropriate Federal Energy Regulatory Commission (FERC) guidelines and practices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$150,000.00**

Payment for services will be made at the rate of \$205.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 228.300 to 228.390 mandate representation for consumers' interests in matters before the Public Utilities Commission and any legislature, board or commission with Jurisdiction over Nevada regulated public utilities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Specialized knowledge and credentials of a recognized national expert in the field of rate design and cost of service, which is not available in State agency, is needed in complex contested matters before the Nevada Public Utilities Commission.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

This contractor was chosen in preference to others for their specialized expertise, availability and reasonable rates. NAC 333.150(2)(b)(1) & expert witness.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Bureau of Consumer Protection contracted with La Capra Associates, Inc. from January 12, 2007 to July 31, 2009. All work performed by this contractor was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hrobinso	01/03/2012 15:37:16 PM
Division Approval	hrobinso	01/03/2012 15:37:19 PM
Department Approval	hrobinso	01/03/2012 15:37:24 PM
Contract Manager Approval	hrobinso	01/03/2012 15:37:28 PM
Budget Analyst Approval	csawaya	01/06/2012 13:59:37 PM
BOE Agenda Approval	jmurph1	01/11/2012 15:05:12 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: CONV6167	Amendment Number: 5
Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: Robison, Belaustegui, Sharp &
Agency Code: 030	Contractor Name: Robison, Belaustegui, Sharp &
Appropriation Unit: 4892-10	Address: Low
Is budget authority available?: Yes	71 Washington St
If "No" please explain: Not Applicable	Reno, NV 89503
	Contact/Phone: Kent Robison 7753293151
	Vendor No.: T29006734
	NV Business ID: NV19811008051

To what State Fiscal Year(s) will the contract be charged? **2009-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Statutory Contingency Fund

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/31/2009**
 Anticipated BOE meeting date **02/2012**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2012**
 Contract term: **4 years and 92 days**

4. Type of contract: **Contract**
 Contract description: **Speciality Services**

5. Purpose of contract:
This is the fifth amendment to the original contract, which provides expert legal services for the defense of the Nevada System of Higher Education in the Teri Patraw litigation cases (Case Nos. CV07-02585 and CV08-00826) and necessary and incidental legal services pertaining thereto. This amendment increases the maximum amount from \$360,000 to \$390,000 and extends the termination date from June 30, 2012 to June 30, 2013 due to continued case activity.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,999.00
2. Total amount of any previous contract amendments:	\$350,001.00
3. Amount of current contract amendment:	\$30,000.00
4. New maximum contract amount:	\$390,000.00
and/or the termination date of the original contract has changed to:	06/30/2013

II. JUSTIFICATION

7. What conditions require that this work be done?
This is the fifth amendment to the original contract, which provides legal services for the defense of the Nevada System of Higher Education in the Teri Patraw litigation cases (Case Nos. CV07-02585 and CV08-00826). This amendment increases the maximum amount from \$360,000 to \$390,000 and extends the termination date from June 30, 2012 to June 30, 2013 due to the continuation of legal services required to defend these cases.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Current workload of available litigation deputies, in addition to possessing the required expertise, does not permit the assumption of the defense of cases of this scale.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

This law firm is knowledgeable in these type of cases and has been counsel of record in excess of 6 years.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcallens	01/11/2012 13:27:51 PM
Division Approval	clesli1	01/11/2012 13:37:54 PM
Department Approval	chowle	01/11/2012 16:33:42 PM
Contract Manager Approval	shanshew	01/12/2012 12:01:30 PM
Budget Analyst Approval	csawaya	01/18/2012 16:51:23 PM
BOE Agenda Approval	jmurph1	01/19/2012 14:10:29 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12993**

Agency Name: ADMINISTRATION - DIRECTOR'S OFFICE	Legal Entity Name: JFA Associates
Agency Code: 080	Contractor Name: JFA Associates
Appropriation Unit: 1340-10	Address: 720 Kearney Street
Is budget authority available?: Yes	City/State/Zip: Denver, CO 80220
If "No" please explain: Not Applicable	Contact/Phone: Wendy Naro-Ware 303-399-3218
	Vendor No.: T29001899
	NV Business ID: Pending

To what State Fiscal Year(s) will the contract be charged? **2012-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP #1952**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **02/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **02/14/2014**

Contract term: **2 years and 14 days**

4. Type of contract: **Contract**

Contract description: **Prison Populations**

5. Purpose of contract:

This is a new contract to provide projections for prison populations, parole and probation, residential confinement and caseloads for the Parole Board at specific intervals to coordinate with various phases of the state's budget process.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$88,910.01**

Payment for services will be made at the rate of \$28,386.67 per projection

Other basis for payment: up to \$3,750 for travel to be paid at current GSA rates.

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 176.0129 the State of Nevada is required to contract for services to review sentences imposed in this State and the practices of the State Board of Parole Commissioners. The JFA Institute will project annually the number of persons who will be in a facility of the Department of Corrections, on probation, on parole and serving a term of residential confinement. Projections will be performed on April 5, 2012, October 5, 2012 and February 5, 2013 to correspond to the State's budgetary time frames.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NRS 176.0129 stipulates that this work be performed by an independent contractor.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
Contractor was the highest scored in technical merits and cost factors combined.

d. Last bid date: 11/17/2011 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Administration, Budget and Planning since 2003. Service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

LLC

The contract is in the process of registering with the Secretary of State's Office.

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

Pending

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

Pending

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sbrown	01/13/2012 13:46:33 PM
Division Approval	sbrown	01/13/2012 13:46:36 PM
Department Approval	kaplin	01/18/2012 08:22:20 AM
Contract Manager Approval	sbrown	01/18/2012 08:26:41 AM
Budget Analyst Approval	sday	01/20/2012 13:08:39 PM
BOE Agenda Approval	jburry	01/30/2012 14:32:26 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11241** Amendment Number: **3**
 Agency Name: **BUILDINGS AND GROUNDS DIVISION** Legal Entity Name: **FAAD JANITORIAL, INC.**
 Agency Code: **082** Contractor Name: **FAAD JANITORIAL, INC.**
 Appropriation Unit: **1349-12** Address: **52 GLEN CARRAN CIR**
 Is budget authority available?: **Yes** City/State/Zip: **SPARKS, NV 89431**
 If "No" please explain: **Not Applicable** Contact/Phone: **null775/351-2405**
 Vendor No.: **T81086373**
 NV Business ID: **NV20041538232**

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Buildings & Grounds building rent income fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2010**
 Anticipated BOE meeting date **02/2012**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **07/31/2014**
 Contract term: **4 years**

4. Type of contract: **Contract**
 Contract description: **janitorial services**

5. Purpose of contract:
This is the third amendment to the original contract, which provides janitorial services for multiple State buildings in Reno and Carson City. This amendment will change the Scope of Work from three-day a week janitorial services and two-day a week Day Porter Services to five-day a week janitorial services at the Nevada Early Intervention Services building, 2667 Enterprise Road, Reno. This amendment increases the maximum amount from \$752,102.49 to \$767,064.33 due to the federal janitorial requirements for the federal programs conducted in this building.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$713,082.49
2. Total amount of any previous contract amendments:	\$39,020.00
3. Amount of current contract amendment:	\$14,961.84
4. New maximum contract amount:	\$767,064.33

II. JUSTIFICATION

7. What conditions require that this work be done?
The necessity to keep the State buildings clean.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Lack of manpower.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
Contractor received the highest overall score from the evaluation committee for RFP#1066.

d. Last bid date: 04/01/2010 Anticipated re-bid date: 04/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2006-2010, Buildings & Grounds, service satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	01/11/2012 11:21:33 AM
Division Approval	kaplin	01/11/2012 11:21:38 AM
Department Approval	kaplin	01/11/2012 11:21:42 AM
Contract Manager Approval	kaplin	01/11/2012 11:21:45 AM
Budget Analyst Approval	jrodrig9	01/18/2012 17:43:35 PM
BOE Agenda Approval	jburry	02/01/2012 15:46:12 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 12684	Amendment Number: 1
Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: GEN TECH OF NEVADA INC
Agency Code: 082	Contractor Name: GEN TECH OF NEVADA INC
Appropriation Unit: 1349-12	Address: 7901 N 70TH AVE
Is budget authority available?: Yes	City/State/Zip: GLENDALE, AZ 85303-1300
If "No" please explain: Not Applicable	Contact/Phone: null702/633-6400
	Vendor No.: PUR0003001
	NV Business ID: NV20001341759

To what State Fiscal Year(s) will the contract be charged? **2012-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 %	Buildings & Grounds building rent income fees
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/21/2011**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **10/31/2013**

Termination Date:

Contract term: **2 years and 11 days**

4. Type of contract: **Contract**

Contract description: **Generator/Fire Pump**

5. Purpose of contract:

This is the first amendment to the original contract, which provides ongoing service, inspections, maintenance and repairs as needed to all automatic transfer switches and to the generators and fire pumps at the Grant Sawyer Building, located at 555 E. Washington and the Campos Building, located at 215 E. Bonanza in Las Vegas, Nevada. This amendment increases the maximum amount from \$9,755.78 to \$24,755.78 due to the expense of major repairs on generators and fire pumps. This amendment does not change the scope of work or rates.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,755.78
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$15,000.00
4. New maximum contract amount:	\$24,755.78

II. JUSTIFICATION

7. What conditions require that this work be done?

Generators in State buildings need to remain in good working order for the safety of employees and the public.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of expertise and manpower.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):
[]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
[Gen-Tech was the lowest overall bid.]

d. Last bid date: 07/15/2011 Anticipated re-bid date: 07/15/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

[Not Applicable]

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

[2007-2011, Buildings & Grounds, service satisfactory]

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

[Not Applicable]

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wsalisp1	12/30/2011 12:00:59 PM
Division Approval	wsalisp1	12/30/2011 12:01:01 PM
Department Approval	wsalisp1	12/30/2011 12:01:05 PM
Contract Manager Approval	kaplin	01/11/2012 11:18:45 AM
Budget Analyst Approval	jrodrig9	01/18/2012 19:15:04 PM
BOE Agenda Approval	jburry	01/31/2012 10:52:35 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12890**Agency Name: **STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1349-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PRO CUT LLC**Contractor Name: **PRO CUT LLC**Address: **284C E LAKE MEAD PARKWAY #279**City/State/Zip: **HENDERSON, NV 89015-5511**Contact/Phone: **MARK HALEY 702-558-6331**Vendor No.: **T27029305**NV Business ID: **NV20111254465**To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 %	BUILDINGS AND GROUND BUILDING RENT INCOME FEES
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **02/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/09/2016**Contract term: **3 years and 343 days**4. Type of contract: **Contract**Contract description: **Concrete Service**

5. Purpose of contract:

This is a new contract to provide ongoing specialized concrete services for various State buildings in the Las Vegas area, on an as needed basis and at the request and approval of a Buildings and Grounds designee.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00**

Other basis for payment: standard time for Flat Saw (Gas) 1'-6', Hand Saw (Gas) 1'-5' and Core Drill 1'-5' are \$102.00 per hour; Flat Saw (Gas) 6'-12', Hand Saw (Gas) 6'-8' and Core Drill 11'-16' are \$110.00 per hour; Flat Saw (Gas) 13'-15' is \$155.00 per hour; Wall Saw 1'-12' is \$135.00 per hour; Wall Saw 13'-15' is \$205 per hour; Core Drill 18'-24' is \$165.00 per hour; an Additional Laborer is \$45.00 per hour; OT for Flat Saw (Gas) 1'-6', Hand Saw (Gas) 1'-5' and Core Drill 1'-5' are \$137.00 per hour; Flat Saw (Gas) 6'-12', Hand Saw (Gas) 6'-8' and Core Drill 11'-16' are \$145.00 per hour; Flat Saw (Gas) 13'-15' is \$140.00 per hour; Wall Saw 1'-12' is \$170.00 per hour; Wall Saw 13'-15' is \$240 per hour; Core Drill 18'-24' is \$200.00 per hour; an Additional Laborer is \$70.00 per hour; Materials or Rental Equipment will be billed at cost plus 10%; OT applied Monday through Friday, after an 8 hour work day, and any hours worked on Saturday and Sunday; Holidays are billed at double time

II. JUSTIFICATION

7. What conditions require that this work be done?

It is necessary for the concrete areas of State buildings to be in good condition for the safety of employees and visitors.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of manpower and equipment.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is one of multiple contracts for concrete services on file. Per SAM 0338.0, each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 10/15/2011 Anticipated re-bid date: 10/14/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	12/28/2011 15:35:14 PM
Division Approval	kaplin	12/28/2011 15:35:17 PM
Department Approval	kaplin	12/28/2011 15:35:20 PM
Contract Manager Approval	kaplin	12/28/2011 15:35:23 PM
Budget Analyst Approval	jrodrig9	12/29/2011 17:32:20 PM
BOE Agenda Approval	cwatson	01/10/2012 10:58:49 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12962**

Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: WESTERN STATES DOOR CONTROLS
Agency Code: 082	Contractor Name: WESTERN STATES DOOR CONTROLS
Appropriation Unit: 1349-12	Address: INC
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89115
If "No" please explain: Not Applicable	Contact/Phone: null702/876-4400
	Vendor No.: T81002556
	NV Business ID: NV19871035977

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 %	Buildings and Grounds, building rent income funds
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2012**

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/31/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Door Controls**

5. Purpose of contract:

This is a new contract to provide ongoing repairs of automatic and manual door controls and related hardware for various State buildings in the Las Vegas area, on an as needed basis and at the request and approval of a Buildings and Grounds designee.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

Other basis for payment: \$80.00 per hour, Monday through Friday, 8:00 a.m.- 4:00 p.m.; \$120.00 per hour, Monday through Friday, 4:01 p.m. - 7:59 a.m and all day on Saturday; \$160.00 per hour on Sunday and Holidays; materials will be billed at 10% over invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

Repairs are necessary on doors and related hardware for State buildings.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of manpower and expertise.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is one of multiple contracts for Door Control services on file. Per SAM 0338.0, each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 11/15/2011 Anticipated re-bid date: 11/14/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2008-2012, Buildings and Grounds, Satisfactory Work

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wsalisp1	12/30/2011 09:26:30 AM
Division Approval	wsalisp1	12/30/2011 09:26:34 AM
Department Approval	wsalisp1	12/30/2011 09:26:39 AM
Contract Manager Approval	kaplin	01/19/2012 07:44:36 AM
Budget Analyst Approval	jrodrig9	01/23/2012 16:10:39 PM
BOE Agenda Approval	jburry	01/31/2012 11:11:25 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12891**

Agency Name: **STATE PUBLIC WORKS DIVISION**
Agency Code: **082**
Appropriation Unit: **1351-10**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **BLACK & VEATCH CORPORATION**
Contractor Name: **BLACK & VEATCH CORPORATION**
Address: **8400 WARD PKWY**
City/State/Zip: **KANSAS CITY, MO 64114**
Contact/Phone: null913/458-2119
Vendor No.: T32000270
NV Business ID: NV19981414833

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 % BONDS
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 15362

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 180 days**

4. Type of contract: **Contract**

Contract description: **MISC SERV AGRmnt**

5. Purpose of contract:

This is a new contract to provide professional miscellaneous project management and engineering services for the Sawmill Canyon Pipeline Project, Marlette-Hobart Water system; project no. 11-A010; Contract No. 15362.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$47,076.00**

Other basis for payment: monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	01/06/2012 09:45:09 AM
Division Approval	dgrimm	01/06/2012 09:45:11 AM
Department Approval	dgrimm	01/06/2012 09:45:15 AM
Contract Manager Approval	dgrimm	01/06/2012 16:07:15 PM
Budget Analyst Approval	jrodrig9	01/09/2012 17:28:39 PM
BOE Agenda Approval	jburry	01/31/2012 11:39:16 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12973**

Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: AINSWORTH ASSOCIATES
Agency Code: 082	Contractor Name: AINSWORTH ASSOCIATES
Appropriation Unit: 1535-08	Address: MECHANICAL ENGINEERS
Is budget authority available?: Yes	3741 BUSINESS DR STE 100
If "No" please explain: Not Applicable	City/State/Zip: SACRAMENTO, CA 95820
	Contact/Phone: null916/737-6014
	Vendor No.: T27012245
	NV Business ID: NV19751005286
To what State Fiscal Year(s) will the contract be charged?	2012-2015

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 % proceeds from sale of bonds
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 15963

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2015**Contract term: **3 years and 149 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Servs**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the HVAC Renovation - Northern Nevada Adult Mental Health Services buildings 1, 2 and 5; Project No. 11-M26, Contract No. 15963.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$52,953.00**

Other basis for payment: monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	01/06/2012 09:17:17 AM
Division Approval	dgrimm	01/06/2012 09:17:19 AM
Department Approval	dgrimm	01/06/2012 09:17:22 AM
Contract Manager Approval	dgrimm	01/06/2012 16:07:43 PM
Budget Analyst Approval	jrodrig9	01/09/2012 17:30:17 PM
BOE Agenda Approval	jburry	01/31/2012 11:37:30 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13011**Agency Name: **STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1568 - All Categories**Is budget authority available?: **No**

If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD, but all funding and contractor payments responsibilities will remain with the initiating agency. For this contract the funding and expenditure authority will be the Account 3560, Military; expenditure category 10, Weekend Training Site.

Legal Entity Name: **CONSULTING SERVICES ASSOC INC**Contractor Name: **CONSULTING SERVICES ASSOC INC**Address: **DBA CSA INC ENGINEERS****527 S ARLINGTON AVE**City/State/Zip: **RENO, NV 89509**Contact/Phone: **null775/323-0244**Vendor No.: **T80930204**NV Business ID: **NV19841011254**To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Agency

Agency Reference #: **20534**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **02/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2016**Contract term: **4 years and 150 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Servs**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services to design Three Separate Wash Racks, Nevada Army National Guard, Statewide; Project No. 12-A003; Contract No. 20534.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$74,000.00**

Other basis for payment: monthly progress payments on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2012 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

demonstrated the required expertise for work on this project

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	01/11/2012 16:04:47 PM
Division Approval	dgrimm	01/11/2012 16:04:49 PM
Department Approval	dgrimm	01/11/2012 16:04:52 PM
Contract Manager Approval	dgrimm	01/17/2012 15:15:23 PM
Budget Analyst Approval	jrodrig9	01/19/2012 11:36:42 AM
BOE Agenda Approval	jburry	01/31/2012 10:51:44 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12970**

Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: CROOK, RAY DBA RPC ROOF CONSULTING SERVICES
Agency Code: 082	Contractor Name: CROOK, RAY DBA RPC ROOF CONSULTING SERVICES
Appropriation Unit: 1585-14	Address: 14370 MOUNT SNOW DR
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511-9185
If "No" please explain: Not Applicable	Contact/Phone: null775/853-7202
	Vendor No.: T29013770
	NV Business ID: NV20101198067

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
X Highway Funds	100.00 %	Other funding	0.00 %

Agency Reference #: 15901

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 149 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Servs**

5. Purpose of contract:

This is a new contract to provide ongoing professional architectural/engineering roof consulting services for the Department of Motor Vehicles' Warehouse and Computer Facilities; Project No. 11-S01H(2); contract No. 15901.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,980.00**

Other basis for payment: monthly progress payments on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

demonstrated the required expertise for work on this project

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	01/06/2012 10:23:29 AM
Division Approval	dgrimm	01/06/2012 10:23:31 AM
Department Approval	dgrimm	01/06/2012 10:23:34 AM
Contract Manager Approval	dgrimm	01/06/2012 16:06:18 PM
Budget Analyst Approval	jrodrig9	01/09/2012 16:54:52 PM
BOE Agenda Approval	jburry	01/31/2012 11:39:57 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12991**

Agency Name: STATE PUBLIC WORKS DIVISION Agency Code: 082 Appropriation Unit: 1585-13 Is budget authority available?: Yes If "No" please explain: Not Applicable	Legal Entity Name: CROOK, RAY DBA RPC ROOF CONSULTING SERVICES Contractor Name: CROOK, RAY DBA RPC ROOF CONSULTING SERVICES Address: 14370 MOUNT SNOW DR City/State/Zip: RENO, NV 89511-9185 Contact/Phone: null775/853-7202 Vendor No.: T29013770 NV Business ID: NV20101198067
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To what State Fiscal Year(s) will the contract be charged? **2012-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 % proceeds from sale of bonds
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 19255

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 149 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Servs**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Florence McClure Women's Correctional Center, Re-Roof Design Phase One; Project No. 11-S01; Contract No. 19255.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,980.00**

Other basis for payment: monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

demonstrated the required expertise for work on this project

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	01/11/2012 11:12:07 AM
Division Approval	dgrimm	01/11/2012 11:12:10 AM
Department Approval	dgrimm	01/11/2012 11:12:14 AM
Contract Manager Approval	dgrimm	01/11/2012 12:23:31 PM
Budget Analyst Approval	jrodrig9	01/18/2012 19:25:33 PM
BOE Agenda Approval	jburry	01/31/2012 10:55:00 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12994**

Agency Name: **STATE PUBLIC WORKS DIVISION**
Agency Code: **082**
Appropriation Unit: **1585-13**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **FRAME ARCHITECTURE INC**
Contractor Name: **FRAME ARCHITECTURE INC**
Address: **3550 BARRON WAY STE 6A**
City/State/Zip: **RENO, NV 89511-1851**
Contact/Phone: null775/827-5577
Vendor No.: T29014981
NV Business ID: NV20031302154

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 %
			General Obligations Bonds in accordance with 2011 SB 504
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 19014

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 149 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Servs**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Florence McClure Women's Correctional Center; Re-roof Design Phase One; Project No. 11-S01(5); Contract No. 19014.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,000.00**

Other basis for payment: monthly progress payments on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

demonstrated the required expertise for work on this project

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	01/11/2012 10:52:30 AM
Division Approval	dgrimm	01/11/2012 10:52:34 AM
Department Approval	dgrimm	01/11/2012 10:52:37 AM
Contract Manager Approval	dgrimm	01/11/2012 12:22:39 PM
Budget Analyst Approval	jrodrig9	01/18/2012 18:00:32 PM
BOE Agenda Approval	jburry	01/31/2012 10:59:36 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12997**

Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: FRAME ARCHITECTURE INC
Agency Code: 082	Contractor Name: FRAME ARCHITECTURE INC
Appropriation Unit: 1585-13	Address: 3550 BARRON WAY STE 6A
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511-1851
If "No" please explain: Not Applicable	Contact/Phone: null775/827-5577
	Vendor No.: T29014981
	NV Business ID: NV20031302154
To what State Fiscal Year(s) will the contract be charged?	2012-2015

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 % proceeds from sale of bonds
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 19282

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2015**Contract term: **3 years and 149 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Servs**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Reroof of the Mason Valley Wildlife Housing Units; Project No. 11-S01(1); Contract No. 19282.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,500.00**

Other basis for payment: monthly progress payments on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

demonstrated the required expertise for work on this project

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	01/11/2012 12:22:59 PM
Division Approval	dgrimm	01/11/2012 12:23:02 PM
Department Approval	dgrimm	01/11/2012 12:23:04 PM
Contract Manager Approval	dgrimm	01/19/2012 08:09:15 AM
Budget Analyst Approval	jrodrig9	01/19/2012 12:19:42 PM
BOE Agenda Approval	jburry	01/31/2012 10:44:41 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12981**

Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: PURCELL KROB ELECTRICAL PROF PK ELECTRICAL, INC.
Agency Code: 082	Contractor Name: PURCELL KROB ELECTRICAL PROF PK ELECTRICAL, INC.
Appropriation Unit: 1591-19	Address: 681 SIERRA ROSE DR STE B
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511
If "No" please explain: Not Applicable	Contact/Phone: null775/826-9010
	Vendor No.: T81016802
	NV Business ID: NV19961128650

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 % proceeds from sale of bonds
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 18846

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 149 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Servs**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Reno Wildlife Headquarters - Install Electrical and Sprinkler Systems; Project No. 11-M01; Contract No. 18846.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$89,200.00**

Other basis for payment: monthly progress payments on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	01/11/2012 11:23:37 AM
Division Approval	dgrimm	01/11/2012 11:23:40 AM
Department Approval	dgrimm	01/11/2012 11:23:44 AM
Contract Manager Approval	dgrimm	01/11/2012 12:23:59 PM
Budget Analyst Approval	jrodrig9	01/18/2012 18:05:55 PM
BOE Agenda Approval	jburry	01/31/2012 11:07:25 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12992**

Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: APPLIED ENGINEERING CONSULTANT
Agency Code: 082	Contractor Name: APPLIED ENGINEERING CONSULTANT
Appropriation Unit: All Appropriations	Address: SERVICES
Is budget authority available?: Yes	4825 CONVAIR DR STE 17
If "No" please explain: Not Applicable	CARSON CITY, NV 89706-2418
	Contact/Phone: null775/888-9939
	Vendor No.: T29010769
	NV Business ID: NV19951118404

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % varies depending upon the project requiring service

Agency Reference #: 16987

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **1 year and 149 days**

4. Type of contract: **Contract**

Contract description: **Plan Check Servs**

5. Purpose of contract:

This is a new contract to provide ongoing materials testing and inspection services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWD Contract No. 16987.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: progress payments on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

demonstrated the required expertise for work on this project

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWB, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	01/10/2012 13:58:03 PM
Division Approval	dgrimm	01/10/2012 13:58:06 PM
Department Approval	dgrimm	01/10/2012 13:58:09 PM
Contract Manager Approval	dgrimm	01/10/2012 16:11:11 PM
Budget Analyst Approval	jrodrig9	01/18/2012 19:22:30 PM
BOE Agenda Approval	jburry	01/31/2012 10:53:21 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **10480** Amendment Number: **1**
 Agency Name: **STATE PUBLIC WORKS DIVISION** Legal Entity Name: **DAVID BRANTLEY PE PC**
 Agency Code: **082** Contractor Name: **DAVID BRANTLEY PE PC**
 Appropriation Unit: **All Budget Accounts - Category 19** Address: **SH NEVADA**
 Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89147**
 If "No" please explain: **Not Applicable** Contact/Phone: **null702/873-0670**
 Vendor No.: **T27010825**
 NV Business ID: **NV20031409156**

To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Agency Funds - ARRA Funding Through the State Energy Office

Agency Reference #: **5123**

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/09/2010**
 Anticipated BOE meeting date **02/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2014**
 Contract term: **4 years and 141 days**

4. Type of contract: **Contract**
 Contract description: **Professional Service**

5. Purpose of contract:
This is the first amendment to the original contract, which provides professional electrical engineering services to the State Energy Office / Buildings and Grounds for various lighting retrofits projects around the state as needed. These projects are managed by the SPWB, but funded with American Recovery and Reinvestment Act (ARRA) grant funds passed through the State Energy Office: SPWB CIP Project No. 10-A002(B); Contract No. 5123. This amendment decreases the maximum amount from \$100,000 to \$61,360 and effectively closes the contract due to the fact that the firm is no longer in business.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$100,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$38,640.00
4. New maximum contract amount:	\$61,360.00

II. JUSTIFICATION

7. What conditions require that this work be done?
2010 Approved State Energy Office capital improvement project. Authorized funding provided through an American Recovery and Reinvestment Act (ARRA) grant.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to met the goals established by the Legislature.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWB, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	01/06/2012 14:34:18 PM
Division Approval	dgrimm	01/06/2012 14:34:21 PM
Department Approval	dgrimm	01/06/2012 14:34:24 PM
Contract Manager Approval	dgrimm	01/06/2012 16:05:50 PM
Budget Analyst Approval	jrodrig9	01/09/2012 16:48:02 PM
BOE Agenda Approval	jburry	01/31/2012 11:42:49 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: CONV6473	Amendment Number: 2
Agency Name: PURCHASING DIVISION	Legal Entity Name: Jennie-O Turkey Store
Agency Code: 083	Contractor Name: Jennie-O Turkey Store
Appropriation Unit: 1362-21	Address: 2505 Willmar Avenue SW
Is budget authority available?: Yes	City/State/Zip: Willmar, MN 56201
If "No" please explain: Not Applicable	Contact/Phone: null3036812421
	Vendor No.: T27012910
	NV Business ID: NV20111148418

To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various program funds - pass through costs to recipient agencies

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2009**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2012**

Contract term: **3 years**

4. Type of contract: **Contract**
Contract description: **Speciality Services**

5. Purpose of contract:

This is the second amendment to the original contract, which authorizes the Food Distribution Program to use USDA commodities as ingredients to produce breakfast and lunch products for the National School Lunch Program. This amendment increases the authority from \$1,000,000 to \$1,500,000.00 due to an increased volume of product sales.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$500,000.00
2. Total amount of any previous contract amendments:	\$500,000.00
3. Amount of current contract amendment:	\$500,000.00
4. New maximum contract amount:	\$1,500,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The increase in meal participation, school districts and other agencies use processed food products in their school lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies do not process USDA food; only licensed food manufacturers may do so.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
Multiple awards were issued based upon product availability, quality, marketability and price. Local school districts are not mandated to use this or any contract, but it is available if they choose to use it.

d. Last bid date: 02/01/2009 Anticipated re-bid date: 02/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?
No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?
No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?
No If "Yes", please explain
Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?
No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:
Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?
No If "Yes", please provide details of the litigation and facts supporting approval of the contract:
Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
LLC

15. a. Is the Contractor Name the same as the legal Entity Name?
Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?
Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	01/11/2012 09:54:26 AM
Division Approval	kperondi	01/11/2012 09:54:28 AM
Department Approval	kperondi	01/11/2012 09:54:31 AM
Contract Manager Approval	jgimlin	01/11/2012 10:35:20 AM
Budget Analyst Approval	csawaya	01/18/2012 16:46:59 PM
BOE Agenda Approval	jmurph1	01/19/2012 14:03:17 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11290** Amendment Number: **2**

Agency Name: **COMMISSION ON TOURISM** Legal Entity Name: **AVIAREPS Tourism GmbH**

Agency Code: **101** Contractor Name: **AVIAREPS Tourism GmbH**

Appropriation Unit: **1522-43** Address: **Sonnenstrasse 9**

Is budget authority available?: **Yes** City/State/Zip: **Munich**

If "No" please explain: **Not Applicable** Contact/Phone: **Thomas Drechsler 498923662114**

Vendor No.: **F00000102**

NV Business ID: **NV20101517495**

To what State Fiscal Year(s) will the contract be charged? **2011-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Lodging Tax

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/13/2010**

Anticipated BOE meeting date **02/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2012**

Contract term: **2 years and 353 days**

4. Type of contract: **Contract**

Contract description: **Rep Office - Europe**

5. Purpose of contract:

This is the second amendment to the original contract, which provides international representation for the Nevada Commission on Tourism in Germany. This amendment extends the termination date from June 30, 2012 to June 30, 2013 and increases the maximum amount from \$120,000 to \$270,000 to extend German representation for another year and adds representation in France. Service in both countries will include market briefing, media relations, development and maintenance of a foreign website, sales missions, organizing familiarization tours, expanding tour products to tour operators, media planning and buying, developing foreign brochures, marketing and promotions, regular communication, and quarterly progress reports covering activities and accomplishments.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$60,000.00
2. Total amount of any previous contract amendments:	\$60,000.00
3. Amount of current contract amendment:	\$150,000.00
4. New maximum contract amount:	\$270,000.00
and/or the termination date of the original contract has changed to:	06/30/2013

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 231.160 through 231.360 requires that the Nevada Commission on Tourism promot tourism in Nevada both domestically and internationally.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have any employees located outside the United States to perform this work.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The Las Vegas Convention & Visitors Authority (LVCVA) completed a solicitation for each of the foreign offices and the Nevada Commission on Tourism will contract with the same companies as part of the partnership with the LVCVA. Since we are using the same contractors as our political subdivision, State Purchasing indicated that we don't need a sole source approval for our international office contracts.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Nevada Commission on Tourism has contracted with this company in FY09, FY10, FY11, & FY12. The work has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kwilliam	01/12/2012 14:24:57 PM
Division Approval	kwilliam	01/12/2012 14:24:59 PM
Department Approval	kwilliam	01/12/2012 14:25:02 PM
Contract Manager Approval	kwilliam	01/19/2012 10:33:21 AM
Budget Analyst Approval	knielsen	01/20/2012 08:36:48 AM
BOE Agenda Approval	jburry	01/30/2012 14:26:18 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13013**Agency Name: **COMMISSION ON TOURISM**Agency Code: **101**Appropriation Unit: **1522-43**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **GATE 7 PTY LTD**Contractor Name: **GATE 7 PTY LTD**Address: **32 CROWN STREET****WOOLLOOMOOLOO NSW 2011**City/State/Zip: **AUSTRALIA, - -**Contact/Phone: **Jo-Anna Palmer 61293562945**Vendor No.: **F00000220**NV Business ID: **NV20121040239**To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Lodging Tax

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **02/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **1 year and 149 days**4. Type of contract: **Contract**Contract description: **Rep Office-Australia**

5. Purpose of contract:

This is a new contract to provide international representation for the Nevada Commission on Tourism in Australia. The services will include market briefing, media relations, development and maintenance of a foreign website, sales missions, organizing familiarization tours, expanding tour products to tour operators, media planning and buying, developing foreign brochures, marketing and promotions, regular communication, and quarterly progress reports covering activities and accomplishments.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$90,000.00**

Other basis for payment: \$30,000 payable upon Board of Examiner's approval for the period through June 30, 2012, then \$15,000 per quarter for the period July 1, 2012 through June 30, 2013.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 231.160 through 231.360 requires that the Nevada Commission on Tourism promote tourism in Nevada both domestically and internationally.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have any employees located outside the United States to perform this work.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The Las Vegas Convention & Visitors Authority (LVCVA) completed a solicitation for each of the foreign offices and the Nevada Commission on Tourism will contract with the same companies as part of the partnership with the LVCVA. Since we are using the same contractors as our political subdivision, State Purchasing indicated that we are exempt from the sole source approval for our international office contracts.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Non-Title 7 Business Entity**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kwilliam	01/12/2012 12:00:02 PM
Division Approval	kwilliam	01/12/2012 12:00:05 PM
Department Approval	kwilliam	01/12/2012 12:00:08 PM
Contract Manager Approval	kwilliam	01/19/2012 10:40:50 AM
Budget Analyst Approval	knielsen	01/20/2012 15:06:53 PM
BOE Agenda Approval	jburry	01/30/2012 14:24:42 PM
BOE Final Approval	Pending	

Kelly Williams

From: Cindy L. Stoeffler
Sent: Thursday, December 15, 2011 7:41 AM
To: Kelly Williams
Cc: Larry J. Friedman; Steve C. Woodbury; Claudia Vecchio
Subject: RE: International Office Contracts

Good Morning Kelly:

As a follow-up to our telephone conversation yesterday afternoon, I apologize for any misunderstanding regarding your solicitation waiver submissions. When you sent your email to Greg Smith, he did not know that your intent was to piggy back onto a political subdivision's contract. He thought your request was like that of the request he had recently approved for Steve Woodbury for the Peoples Republic of China/Hongxia Chen.

Although Greg is out of the office this week on business in Las Vegas, I have spoken with him and he has asked me to extend his most sincere apology for the time and effort you spent on your requests.

Please feel free to contact me with any questions or concerns you may have and again, our apologies.

Respectfully,

Cindy Stoeffler

Cindy Stoeffler
State of Nevada
Department of Administration
Tel (775) 684-0173
Fax (775) 684-0188
cstoeffler@admin.nv.gov

PLEASE NOTE MY NEW EMAIL ADDRESS, EFFECTIVE OCTOBER 1, 2011

This message and accompanying documents are covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, and contain information intended for the specified individual(s) only. This information is confidential. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying or the taking of any action based on the contents of this information is strictly prohibited. If you have received this communication in error, please notify us immediately by E-mail and delete the original message.

From: Kelly Williams
Sent: Wednesday, December 14, 2011 10:44 AM
To: Cindy L. Stoeffler
Subject: FW: International Office Contracts

Hi Cindy,

Here is the email correspondence chain from Greg. ☺

Thanks!

Kelly M. Williams

Operations & Finance Manager
Nevada Commission on Tourism
775-687-0632 | phone
775-687-6779 | fax
kelly.williams@travelnevada.com



From: Greg Smith
Sent: Tuesday, November 15, 2011 5:52 PM
To: Kelly Williams
Cc: Larry J. Friedman; Steve C. Woodbury; Claudia Vecchio; Cindy L. Stoeffler
Subject: Re: International Office Contracts

Nope that's it... Budget won't process your contract without it.

Greg
Sent from my iPhone

On Nov 15, 2011, at 5:43 PM, "Kelly Williams" <kelly.williams@travelnevada.com> wrote:

I actually started filling out the Solicitation Waiver Request Form, but then I came across the previous correspondence with your approval via email, so I thought that might be sufficient in this case. I will start working on the Solicitation Waiver Request Form tomorrow, no problem. Let me know if you are referring to a different form.

Thanks for your help!

Kelly

From: Greg Smith
Sent: Tuesday, November 15, 2011 5:31 PM
To: Kelly Williams
Cc: Larry J. Friedman; Steve C. Woodbury; Claudia Vecchio; Cindy L. Stoeffler
Subject: Re: International Office Contracts

It's a little more of a formal process than that now, but I'll send you the form tomorrow. Don't panic, it's short with 7 or 8 questions. We'll get it done for you.

Greg
Sent from my iPhone

On Nov 15, 2011, at 5:21 PM, "Kelly Williams" <kelly.williams@travelnevada.com> wrote:

Hi Greg,

The Nevada Commission on Tourism (NCOT) received approval at the October 25, 2011 IFC meeting to increase our international representation to four additional countries: Australia, France, South Korea and Japan. As we have previously done with our current international office contracts, NCOT would like to use the same representatives

currently used by the Las Vegas Convention and Visitors Authority (LVCVA) to place stories with local media, maintain websites, organize sales missions and familiarization tours and participate in other promotional activities.

As you have previously approved for our current international office contracts, can you also give us Purchasing approval to proceed with contracting with the representatives as currently used by the LVCVA for representation in the four additional countries?

I have attached a copy of your previous correspondence with my predecessor, Bonnie Callahan, giving approval to use the LVCVA contractors for our current international offices. Let me know if you need any additional information.

Thank you,

Kelly M. Williams

Operations & Finance Manager
Nevada Commission on Tourism
775-687-0632 | phone
775-687-6779 | fax
kelly.williams@travelnevada.com
<image001.gif>

<State Purchasing Approval to Contract for Intl Reps.pdf>

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13014**Agency Name: **COMMISSION ON TOURISM**Agency Code: **101**Appropriation Unit: **1522-43**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **INTERAMERICAN VIAGENS E TURISMO LTDA.**Contractor Name: **INTERAMERICAN NETWORK**Address: **AV. IPIRANGA, 318 - BLOCO A - 5TH FLOOR**City/State/Zip: **SAO PAULO, BRAZIL,**Contact/Phone: **Danielle Clouzet Roman 551132147500**

Vendor No.:

NV Business ID: **NV20121040124**To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Lodging Tax

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **02/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **1 year and 149 days**4. Type of contract: **Contract**Contract description: **Rep Office-Brazil**

5. Purpose of contract:

This is a new contract to provide international representation for the Nevada Commission on Tourism in Brazil. The services will include market briefing, media relations, development and maintenance of a foreign website, sales missions, organizing familiarization tours, expanding tour products to tour operators, media planning and buying, developing foreign brochures, marketing and promotions, regular communication, and quarterly progress reports covering activities and accomplishments.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$90,000.00**

Other basis for payment: \$30,000 payable upon Board of Examiner's approval for the period through June 30, 2012, then \$15,000 per quarter for the period July 1, 2012 through June 30, 2013.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 231.160 through 231.360 requires that the Nevada Commission on Tourism promote tourism in Nevada both domestically and internationally.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have any employees located outside the United States to perform this work.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The Las Vegas Convention & Visitors Authority (LVCVA) completed a solicitation for each of the foreign offices and the Nevada Commission on Tourism will contract with the same companies as part of the partnership with the LVCVA. Since we are using the same contractors as our political subdivision, State Purchasing indicated that we don't need a sole source approval for our international office contracts.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Non-Title 7 Business Entity**

15. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

This entity is based out of Brazil, so their legal entity name is in Spanish. The vendor name they use for doing business is in English.

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kwilliam	01/12/2012 14:24:09 PM
Division Approval	kwilliam	01/12/2012 14:24:11 PM
Department Approval	kwilliam	01/12/2012 14:24:14 PM
Contract Manager Approval	kwilliam	01/19/2012 10:27:26 AM
Budget Analyst Approval	knielsen	01/20/2012 15:10:49 PM
BOE Agenda Approval	jburry	01/30/2012 14:25:28 PM
BOE Final Approval	Pending	

Kelly Williams

From: Cindy L. Stoeffler
Sent: Thursday, December 15, 2011 7:41 AM
To: Kelly Williams
Cc: Larry J. Friedman; Steve C. Woodbury; Claudia Vecchio
Subject: RE: International Office Contracts

Good Morning Kelly:

As a follow-up to our telephone conversation yesterday afternoon, I apologize for any misunderstanding regarding your solicitation waiver submissions. When you sent your email to Greg Smith, he did not know that your intent was to piggy back onto a political subdivision's contract. He thought your request was like that of the request he had recently approved for Steve Woodbury for the Peoples Republic of China/Hongxia Chen.

Although Greg is out of the office this week on business in Las Vegas, I have spoken with him and he has asked me to extend his most sincere apology for the time and effort you spent on your requests.

Please feel free to contact me with any questions or concerns you may have and again, our apologies.

Respectfully,

Cindy Stoeffler

Cindy Stoeffler
State of Nevada
Department of Administration
Tel (775) 684-0173
Fax (775) 684-0188
cstoeffler@admin.nv.gov

PLEASE NOTE MY NEW EMAIL ADDRESS, EFFECTIVE OCTOBER 1, 2011

This message and accompanying documents are covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, and contain information intended for the specified individual(s) only. This information is confidential. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying or the taking of any action based on the contents of this information is strictly prohibited. If you have received this communication in error, please notify us immediately by E-mail and delete the original message.

From: Kelly Williams
Sent: Wednesday, December 14, 2011 10:44 AM
To: Cindy L. Stoeffler
Subject: FW: International Office Contracts

Hi Cindy,

Here is the email correspondence chain from Greg. ☺

Thanks!

Kelly M. Williams

Operations & Finance Manager
Nevada Commission on Tourism
775-687-0632 | phone
775-687-6779 | fax
kelly.williams@travelnevada.com



From: Greg Smith
Sent: Tuesday, November 15, 2011 5:52 PM
To: Kelly Williams
Cc: Larry J. Friedman; Steve C. Woodbury; Claudia Vecchio; Cindy L. Stoeffler
Subject: Re: International Office Contracts

Nope that's it... Budget won't process your contract without it.

Greg
Sent from my iPhone

On Nov 15, 2011, at 5:43 PM, "Kelly Williams" <kelly.williams@travelnevada.com> wrote:

I actually started filling out the Solicitation Waiver Request Form, but then I came across the previous correspondence with your approval via email, so I thought that might be sufficient in this case. I will start working on the Solicitation Waiver Request Form tomorrow, no problem. Let me know if you are referring to a different form.

Thanks for your help!

Kelly

From: Greg Smith
Sent: Tuesday, November 15, 2011 5:31 PM
To: Kelly Williams
Cc: Larry J. Friedman; Steve C. Woodbury; Claudia Vecchio; Cindy L. Stoeffler
Subject: Re: International Office Contracts

It's a little more of a formal process than that now, but I'll send you the form tomorrow. Don't panic, it's short with 7 or 8 questions. We'll get it done for you.

Greg
Sent from my iPhone

On Nov 15, 2011, at 5:21 PM, "Kelly Williams" <kelly.williams@travelnevada.com> wrote:

Hi Greg,

The Nevada Commission on Tourism (NCOT) received approval at the October 25, 2011 IFC meeting to increase our international representation to four additional countries: Australia, France, South Korea and Japan. As we have previously done with our current international office contracts, NCOT would like to use the same representatives

currently used by the Las Vegas Convention and Visitors Authority (LVCVA) to place stories with local media, maintain websites, organize sales missions and familiarization tours and participate in other promotional activities.

As you have previously approved for our current international office contracts, can you also give us Purchasing approval to proceed with contracting with the representatives as currently used by the LVCVA for representation in the four additional countries?

I have attached a copy of your previous correspondence with my predecessor, Bonnie Callahan, giving approval to use the LVCVA contractors for our current international offices. Let me know if you need any additional information.

Thank you,

Kelly M. Williams

Operations & Finance Manager
Nevada Commission on Tourism
775-687-0632 | phone
775-687-6779 | fax
kelly.williams@travelnevada.com
<image001.gif>

<State Purchasing Approval to Contract for Intl Reps.pdf>

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13015**

Agency Name:	COMMISSION ON TOURISM	Legal Entity Name:	TAMS INC. (CONNECT-WORLDWIDE KOREA)
Agency Code:	101	Contractor Name:	TAMS INC. (CONNECT-WORLDWIDE KOREA)
Appropriation Unit:	1522-43	Address:	ROOM 804 CENTER BUILDING 91-1 SOGONG-DONG, CHUNG-GU
Is budget authority available?:	Yes	City/State/Zip:	SEOUL, KOREA, 100-070
If "No" please explain:	Not Applicable	Contact/Phone:	Chanho Hong 011822754600
		Vendor No.:	F00000219
		NV Business ID:	NV20121058625

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Lodging Tax

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **1 year and 149 days**4. Type of contract: **Contract**Contract description: **Rep Office-S. Korea**

5. Purpose of contract:

This is a new contract to provide international representation for the Nevada Commission on Tourism in South Korea. The services will include market briefing, media relations, development and maintenance of a foreign website, sales missions, organizing familiarization tours, expanding tour products to tour operators, media planning and buying, developing foreign brochures, marketing and promotions, regular communication, and quarterly progress reports covering activities and accomplishments.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$90,000.00**

Other basis for payment: \$30,000 payable upon Board of Examiner's approval for the period through June 30, 2012, then \$15,000 per quarter for the period July 1, 2012 through June 30, 2013.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 231.160 through 231.360 requires that the Nevada Commission on Tourism promote tourism in Nevada both domestically and internationally.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have any employees located outside the United States to perform this work.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The Las Vegas Convention & Visitors Authority (LVCVA) completed a solicitation for each of the foreign offices and the Nevada Commission on Tourism will contract with the same companies as part of the partnership with the LVCVA. Since we are using the same contractors as our political subdivision, State Purchasing indicated that we don't need a sole source approval for our international office contracts.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Nevada Commission on Tourism (NCOT) had a previous contract with this vendor in FY09. The contract was discontinued due to projected revenue shortfalls. The service from the contractor was more than satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Non-Title 7 Business Entity**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kwilliam	01/12/2012 15:16:54 PM
Division Approval	kwilliam	01/12/2012 15:16:56 PM
Department Approval	kwilliam	01/12/2012 15:16:58 PM
Contract Manager Approval	kwilliam	01/27/2012 10:55:08 AM
Budget Analyst Approval	knielsen	01/27/2012 11:19:07 AM
BOE Agenda Approval	jburry	01/30/2012 14:21:19 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13036**

Agency Name: **COMMISSION ON ETHICS**
 Agency Code: **150**
 Appropriation Unit: **1343-04**

Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **JMB CONSULTING LLC**
 Contractor Name: **JMB CONSULTING LLC**
 Address: **PO BOX 2645**
 City/State/Zip: **CARSON CITY, NV 89702-2645**
 Contact/Phone: null775/291-8117
 Vendor No.: T27020564
 NV Business ID: NV20081401458

To what State Fiscal Year(s) will the contract be charged? **2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Contingency Fund

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/30/2012**

Anticipated BOE meeting date 02/2012

Retroactive? **Yes**

If "Yes", please explain

Contingency funds were approved at the December 13th BOE and December 15th IFC. There wasn't sufficient time to solicit, interview and select a contractor or draft a contract in time for approval at the January 10th BOE meeting. To make full use of the funding available, the Commission approved a contract effective date of January 30th, which is the date the contractor is available to commence work.

3. Termination Date: **06/30/2012**

Contract term: **151 days**

4. Type of contract: **Contract**

Contract description: **Legal Writing**

5. Purpose of contract:

This is a new contract to provide temporary legal assistance to write current and backlogged opinions, recommend opinions to be included as annotations to NRS Chapter 281A and compile written suggestions for modifications to Commission's current practices and policies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$65,000.00**

Payment for services will be made at the rate of \$13,000.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

The Commission is over two years behind on issuing opinions; therefore, this temporary contract is being established to address the backlog and bring the Commission's request for opinions current.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Commission is unable to keep up with its caseload. The Attorney General's office has very limited availability to assist. Therefore, outside assistance is required.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This candidate was chosen for her extraordinary qualifications.

d. Last bid date: 12/01/2011 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Supreme Court AOC, which was verified by phone.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wsalisp1	01/25/2012 12:03:55 PM
Division Approval	wsalisp1	01/25/2012 12:04:00 PM
Department Approval	wsalisp1	01/25/2012 12:04:03 PM
Contract Manager Approval	tgreenam	01/26/2012 13:38:10 PM
Budget Analyst Approval	knielsen	01/26/2012 14:47:29 PM
BOE Agenda Approval	jburry	01/31/2012 10:41:32 AM
BOE Final Approval	Pending	

Tiffany M. Greenameyer

From: Valerie M. Carter
Sent: Wednesday, January 25, 2012 5:25 PM
To: Tiffany M. Greenameyer
Subject: FW: 12-005_RE: NCOE Temp. Contract Attorney

See email below.

Valerie M. Carter
Executive Assistant
Nevada Commission on Ethics



704 West Nye Lane, Suite 204
Carson City, NV 89703
(775) 687-5469, ext. 226
fax: (775) 687-1279
<http://www.ethics.nv.gov>

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From: Maureen Martinez
Sent: Wednesday, January 25, 2012 5:20 PM
To: Valerie M. Carter
Subject: 12-005_RE: NCOE Temp. Contract Attorney

Valerie
Ok to waive professional and general liability. Please use this email as your approval and attachment in CETS.

Maureen E. Martinez, ARM-P
Insurance and Loss Prevention Specialist
Risk Management Div
775-687-3193 phone
775-687-3195 fax

Please note the new email address: memartinez@admin.nv.gov

From: Valerie M. Carter
Sent: Wednesday, January 25, 2012 11:18 AM
To: Maureen Martinez
Subject: NCOE Temp. Contract Attorney

Hello Maureen,

Pursuant to our telephone conversation, this is the NCOE's request to waive the requirement for Professional Liability Insurance for our independent contractor position, which will be held by Janette

Bloom, dba JMB Consulting, LLC. Attached is the Scope of Work for this position. We need to have this contract finalized before February 3, 2012, so if it is possible to receive the waiver form by Monday, January 30, 2012 it would be greatly appreciated.

Should you need any additional information, please do not hesitate to contact our office.

Thank you!

Valerie M. Carter
Executive Assistant
Nevada Commission on Ethics



704 West Nye Lane, Suite 204
Carson City, NV 89703
(775) 687-5469, ext. 226
fax: (775) 687-1279
<http://www.ethics.nv.gov>

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Please consider the environment before printing this e-mail.



**STATE OF NEVADA
COMMISSION ON ETHICS**

704 W. Nye Lane, Suite 204, Carson City, Nevada 89703
(775) 687-5469 • Fax (775) 687-1279
<http://ethics.nv.gov>
January 26, 2012

Board of Examiners
State of Nevada
Carson City, NV 89710

Re: Justification for Retroactive application of Contract

Honorable Members of the Board of Examiners:

On December 13, 2011, this body approved the Commission on Ethics' Contingency Fund request for \$65,000 to hire a contract attorney to address the Commission's opinion backlog. The Interim Finance Committee approved the request on December 15, 2011. Thereafter, the Commission undertook to solicit interest in the temporary contract and found several qualified candidates. However, due to the holidays and the unusual nature of the engagement, as well as internal discussion regarding the manner in which the scope of work would be addressed, the Commission was unable to select a contractor and finalize an agreement in time to submit the same for the January 10 Board of Examiners meeting.

To make full use of the funding available and insure that the objective of the fund approval is met, the Commission approved a contract to be effective January 30, 2012, the earliest time the independent contractor could begin work.

We are delighted with the quality of applicants, and the individual selected is certain to be able to address the opinion backlog and produce a high quality result. We hope the BOE will approve the Independent Contractor Agreement retroactively, without reservation.

As always, I am available to address any questions you may have.

Sincerely,
/s/
Caren Jenkins, Esq.
Executive Director

CJ/
cc: Budget Division

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12952**

Agency Name: **ENTERPRISE IT SERVICES**
 Agency Code: **180**
 Appropriation Unit: **1388-08**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **ENERSYS DELAWARE INC**
 Contractor Name: **ENERSYS DELAWARE INC**
 Address: **909 East Milegeo Avenue**
 City/State/Zip: **Ripon, CA 95366**
 Contact/Phone: **Helen Woosley 209-993-7038**
 Vendor No.: **T29027891A**
 NV Business ID: **NV20081343577**

To what State Fiscal Year(s) will the contract be charged? **2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 %
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **5526**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/14/2012**

Anticipated BOE meeting date **02/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2012**

Contract term: **136 days**

4. Type of contract: **Contract**

Contract description: **Charger Replacements**

5. Purpose of contract:

This is a new contract to provide/replace volt rectifiers at 11 Mountain top sites throughout Nevada and St. George Utah. This is phase 1 of future planned projects to remove and replace 48 volt rectifiers as well as some 12 volt rectifiers due to end of life usefulness.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$256,644.37**

Payment for services will be made at the rate of \$256,644.37 per invoiced amount

II. JUSTIFICATION

7. What conditions require that this work be done?

This project and future projects needed to replace end of life mountain top generators due to the lack of replacment parts for existing units throughout the State.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State of Nevada employees cannot provide this type of service or equipment necessary to complete the project

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 333.300; Item # 3. Emergency Purchase

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbaughn	01/10/2012 12:32:34 PM
Division Approval	capple	01/10/2012 13:24:00 PM
Department Approval	capple	01/10/2012 13:24:04 PM
Contract Manager Approval	bbohm	01/10/2012 14:24:39 PM
Budget Analyst Approval	sbrown	01/13/2012 13:13:37 PM
BOE Agenda Approval	jburry	02/01/2012 15:42:52 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
GOVERNOR

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300

Carson City, Nevada 89701

Phone (775) 684-0170 • Fax (775) 684-0188

NRS 333.300
Purchasing Use Only:
#Emergency Purch-See
information in #54
#6-pm Smith

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: **EITS (formerly DoIT); Patrick Sheehan; Manager, Network Transport Services; pmsheehan@doit.nv.gov** **684-5854**

b. Vendor contact information:

**EnerSys
2366 Bernville Road
Reading, PA 19605
Attn: Helen Woosley
Email: helen.woosley@enersys.com**

c. Type of waiver requested: Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

Supply and install Lineage Infinity D Power System and Newmar converters to replace obsolete 12, 24, and 48 volt DC power plants that provide primary power source to public safety communications equipment at remote EITS (formerly DoIT) microwave communications sites.

3. Describe the unique qualification required for the service or good to be purchased:

Vendor must have the ability to supply and replace existing obsolete 12, 24, and 48 volt power plants with Newmar and Lineage Infinity D Power Systems, and provide "hot swap" installation of equipment at 11 microwave sites before the end of FY12. Proposed vendor has intimate knowledge of the State of Nevada's communications sites and existing power distribution, wiring, breaker and charging sub-systems to be replaced.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

Vendor needs to be able to supply and install both the Lineage 48/24 volt and Newmar 12 volt systems. No other vendors have been identified that can provide both systems and provide installation services. Lineage Power was recently acquired by GE Energy (March 2, 2011).

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

These power systems provide primary power for the State microwave, Nevada Shared Radio System, and other critical public safety communications. The existing power plants have become obsolete and are no longer supported by the manufacturer; replacements can no longer be purchased and defective units will no longer be serviced. The existing system has an inherent design flaw where a high rate of failure occurs. EITS experiences an average of two failures per month and only has spare inventory to last until the end of November 2011; without immediate forklift replacement of the existing power systems, public safety communications are in imminent danger of catastrophic failure at sites all over the state.

Please include an evaluation of other items considered, and provide documentation.

Internet search for suppliers was conducted.

- **Power Solutions – cannot provide installation services (800-876-9373).**
- **Mouser Electronics – Lineage parts distributor only, not systems, no installation (800-346-6873).**
- **Digi-Key – Lineage parts distributor, not systems, no installation (800-344-4539).**

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
Requested quotes from vendors that can provide equipment only.

8. What is the estimated value and length of the contract, amendment or request?

Estimated value = \$257,184.38

Estimated length of contract is 9 months.

a. New contract Y N

b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

EITS (formerly DoIT) hereby requests approval for EnerSys
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X	<i>Patrick Shukan</i>	9-12-11
	Agency Representative Initiating Request	Date
X	<i>Dail M. [Signature]</i>	9/14/11
	Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X	_____	_____
	Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

X See Attached email — Per G. Smith — Emery Purch, next	
Administrator, Purchasing Division Sol. Waiver — (S)	Date 09/19/11

Cindy L. Stoeffler

From: Greg Smith
Sent: Monday, September 19, 2011 1:44 PM
To: Pat Sheehan
Cc: Ken Adams; Bennett Bohm; Darlene Baughn; Chris Apple; Ann Alfrey; David Gustafson; Cindy L. Stoeffler
Subject: RE: Microwave Site Power Plants

Pat.

I've included the language of NRS 333.300 which provides guidance for emergency purchases:

NRS 333.300 Notices of proposed purchases; purchase by formal contract; preferences; emergency purchases.

1. Except as otherwise provided in NRS 333.375, the Chief shall give reasonable notice, by advertising and by written notice provided to persons in a position to furnish the classes of commodities involved, as shown by its records, of all proposed purchases of supplies, materials and equipment to be purchased in accordance with a schedule prepared in conformity with the provisions of NRS 333.250.

2. All such materials, supplies and equipment, except as otherwise provided in this section, if the estimated cost thereof exceeds \$25,000, must be purchased by formal contract from the lowest responsible bidder after notice inviting the submission of sealed proposals to the Chief of the Purchasing Division at the date, hour and location set forth in the proposal, and at that date, hour and location the proposals must be publicly opened. The Purchasing Division may reject any or all proposals, or may accept the proposal determined best for the interest of the State. The notice must be published as prescribed in NRS 333.310.

3. In case of emergencies caused by acts of God or the national defense or other unforeseeable circumstances, the provisions for advertisements on competitive bids may be waived by the Chief, but every effort must be made to secure the maximum competitive bidding under the circumstances. In no case may contracts be awarded until every possible effort has been made to secure at least three bona fide competitive bids.

4. In awarding contracts for the purchase of supplies, materials and equipment, if two or more lowest bids are identical, the Chief shall:

(a) If the lowest bids are by bidders resident in the State of Nevada, accept the proposal which, in the discretion of the Chief, is in the best interests of this State.

(b) If the lowest bids are by bidders resident outside the State of Nevada:

(1) Accept the proposal of the bidder who will furnish goods or commodities produced or manufactured in this State; or

(2) Accept the proposal of the bidder who will furnish goods or commodities supplied by a dealer resident in the State of Nevada.

[19:333:1951]—(NRS A 1959, 517; 1963, 1056; 1967, 1112; 1975, 11, 513; 1979, 71; 1987, 102, 1641; 1995, 367; 1997, 485; 2001, 690)

Given the circumstances, you need to make every effort to obtain three-(2) quotes, if you have done so... you may consider this e-mail as approval of the request and authorization to proceed.

Greg Smith | Administrator CPO

State of Nevada | Dept of Administration

Purchasing Division

515 E. Musser St. #300 Carson City, Nevada 89701

T: (775) 684-0170 | F: (775) 684-0188 | W: <http://purchasing.state.nv.us>

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From: Pat Sheehan
Sent: Monday, September 19, 2011 1:38 PM
To: Greg Smith
Cc: Ken Adams; Bennett Bohm; Darlene Baughn; Chris Apple; Ann Alfrey; David Gustafson
Subject: Microwave Site Power Plants

Greg,

EITS (formerly DoIT), needs to replace 48 volt, 24 volt, and 12 volt power plants at numerous sites around the state. These power systems provide primary power for the State microwave, Nevada Shared Radio System, and other critical public safety communications. The existing power plants have become obsolete and are no longer supported by the manufacturer; replacements can no longer be purchased and defective units will no longer be serviced. The existing system has an inherent design flaw where a high rate of failure occurs. EITS experiences an average of two failures per month and only has spare inventory to last until the end of November 2011; without immediate forklift replacement of the existing power systems, public safety communications are in imminent danger of catastrophic failure at sites all over the state.

An Internet search for suppliers was conducted with the following sources identified:

- Power Solutions – cannot provide installation services (800-876-9373) and did not provide quote by deadline.
- Mouser Electronics – Lineage parts distributor only, not systems, no installation (800-346-6873).
- Digi-Key – Lineage parts distributor, not systems, no installation (800-344-4539).

To date, “**EnerSys**” is the only vendor identified that can meet the needs of the State, by providing both equipment and installation. Due to the criticality of getting these power plants replaced, I am requesting this purchase be authorized as an emergency purchase. Cost is expected to be \$257,184.38.

Please advise.

Thank you.

Patrick Sheehan | Manager, Network Transport Services | Communications
State of Nevada | Department of Information Technology
T: (775) 684-5854 | F: (775) 684-4324 | E: pmsheehan@doit.nv.gov

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CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12919**

Agency Name: ENTERPRISE IT SERVICES	Legal Entity Name: FEDERAL BUREAU OF INVESTIGATN
Agency Code: 180	Contractor Name: FEDERAL BUREAU OF INVESTIGATN
Appropriation Unit: 1388-00	Address: SOUTHWEST COMMAND COLLEGE
Is budget authority available?: Yes	1787 W LAKE MEAD BLVD
If "No" please explain: Not Applicable	City/State/Zip: LAS VEGAS, NV 89106
	Contact/Phone: Jennifer Turner 702/584-5530
	Vendor No.: T80489550B
	NV Business ID: Not Applicable
To what State Fiscal Year(s) will the contract be charged?	2012-2015

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue

Agency Reference #: **5525**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date **02/2012**

Retroactive? **Yes**

If "Yes", please explain

To ensure that public safety communications continue to remain uninterrupted between the expiration date of the last contract (6/30/2011) and the start of the new contract (7/1/2011).

3. Termination Date: **06/30/2015**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Rack/Channel Rent**

5. Purpose of contract:

This is a new revenue contract that provides for ongoing rack space and microwave channel rent at Prospect Peak, Cave Mountain, Montezuma Mountain and Sober Peak.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$67,987.64**

Other basis for payment: FY12, \$16,319.72; FY13, \$17,222.64; FY14, \$17,222.64; FY15, \$17,222.64

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a Revenue generating contract

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a Revenue generating contract

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Not Applicable

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The FBI has been under a revenue contract with EITS for many years with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbaughn	12/16/2011 14:36:10 PM
Division Approval	capple	12/20/2011 06:51:56 AM
Department Approval	capple	12/20/2011 06:52:00 AM
Contract Manager Approval	bbohm	12/27/2011 09:07:10 AM
Budget Analyst Approval	sbrown	01/03/2012 14:35:00 PM
BOE Agenda Approval	cwatson	01/10/2012 11:02:21 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor



Jeff Mohlenkamp
Director

David Gustafson
Chief Information Officer

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Enterprise I.T. Services Division
100 N. Stewart Street, Suite 100 | Carson City, NV 89701
Phone: (775) 684-5800

December 19, 2011

MEMORANDUM

To: Janet Murphy

From: Ben Bohm
Enterprise Information Technology Services, Communications Contract
Manager

Purpose: **to request the BOE retroactively approve the attached Intrastate Interlocal Agreement with the Federal Bureau of Investigation (FBI)**

The attached Revenue Intrastate Interlocal Agreement has been submitted for the BOE's approval. Due to the expiration date of the past contract (June 30, 2011) and the necessity of having continuous coverage to ensure the effective date of this contract is met and public communications are not interrupted, we are asking the Board of Examiners to retroactively approve this contract to July 1, 2011.

I appreciate your time and assistance. Should you have questions please call me at (775) 684-5859 or email to bnbohm@doit.nv.gov.

Sincerely, Ben Bohm

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV5352** Amendment Number: **4**
 Agency Name: **DATA COMMUNICATIONS DIVISION** Legal Entity Name: **ZAYO BANDWIDTH LLC**
 Agency Code: **185** Contractor Name: **ZAYO BANDWIDTH LLC**
 Appropriation Unit: **1386-26** Address: **400 CENTENNIAL PKWY STE 200**
 Is budget authority available?: **Yes** City/State/Zip: **LOUISVILLE, CO 80027-1210**
 If "No" please explain: Not Applicable Contact/Phone: Amy Rowe 303/381-3362
 Vendor No.: T29026732
 NV Business ID: NV20111064622

To what State Fiscal Year(s) will the contract be charged? **2008-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % User Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/10/2008**
 Anticipated BOE meeting date 02/2012
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2012**
 Contract term: **4 years and 21 days**
 4. Type of contract: **Contract**
 Contract description: **Telecommunications & Fibre Optics Equipment**

5. Purpose of contract:
This is the fourth amendment to the original contract, which provides Internet Services for 200 South Virginia Street in Reno. This amendment increases the maximum amount from \$196,360.00 to \$235,530.01 to ensure coverage of services through the contract term.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$106,600.00
2. Total amount of any previous contract amendments:	\$89,760.00
3. Amount of current contract amendment:	\$39,170.01
4. New maximum contract amount:	\$235,530.01

II. JUSTIFICATION

7. What conditions require that this work be done?
To provide a more economical internet solution at 200 South Virginia, Reno

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Employees cannot provide internet services to the State

9. Were quotes or proposals solicited? **Yes**
 Was the solicitation (RFP) done by the Purchasing Division? **No**
 a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lowest bidder for services

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2008-2011, EITS, service satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbaughn	01/11/2012 12:59:48 PM
Division Approval	capple	01/11/2012 13:03:00 PM
Department Approval	capple	01/11/2012 13:03:03 PM
Contract Manager Approval	bbohm	01/11/2012 14:02:52 PM
DoIT Approval	lmuelle1	01/12/2012 08:54:31 AM
Budget Analyst Approval	sbrown	01/20/2012 08:25:35 AM
BOE Agenda Approval	jburry	02/01/2012 15:45:22 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13012**

Agency Name: **DEPARTMENT OF EDUCATION**
Agency Code: **300**
Appropriation Unit: **2699-19**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **WEXFORD INC**
Contractor Name: **WEXFORD INC**
Address: **PO BOX 6866**
City/State/Zip: **SAN PEDRO, CA 90734-6866**
Contact/Phone: null310/548-0077
Vendor No.: T27024183
NV Business ID: NV20111794180

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **Yes**

If "Yes", please explain

This is a retroactive contract due to the commission on Educational Technology could not meet prior to November 2, 2011 to allocate the funds owing to uncertainly of the continuation of the Commission and the funds into the 2011-2013 biennium. Purchasing and Budget review the original contract to determine on the process to proceed with the retroactive contract.

3. Termination Date: **06/30/2013**
Contract term: **1 year and 149 days**

4. Type of contract: **Contract**
Contract description: **Evaluation grant**

5. Purpose of contract:

This is a new contract to provide program evaluation services of the state funded educational technology grants including: review and finalize performance measures; develop a data collection, timeline, and management plan; collect demographic and student achievement baseline data; conduct visits; report progress; and build and maintain web portal.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$150,000.00**
Other basis for payment: Payment upon receipt of invoice for completion of deliverables not to exceed \$150,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

On April 17, 2009, the Commission on Educational Technology approved the use of a single contractor to evaluate all activities funded to school districts under the Nevada Educational Technology Implementation Funds.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Employees of Nevada department of education are too involved with grant activities to conduct an objective evaluation. It is common grants management practice for outside evaluators to conduct evaluation on grant activities.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
This vendor offered the best programs at the price as determine by the evaluation committee.

d. Last bid date: 08/07/2009 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2009-2011, with the Nevada department of education, Educational Technology, quality of service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amccalla	01/12/2012 16:01:19 PM
Division Approval	amccalla	01/12/2012 16:01:22 PM
Department Approval	amccalla	01/12/2012 16:01:24 PM
Contract Manager Approval	ebarraga	01/12/2012 16:06:18 PM
Budget Analyst Approval	jteska	01/23/2012 14:29:39 PM
BOE Agenda Approval	jteska	01/23/2012 14:29:42 PM
BOE Final Approval	Pending	

KEITH W. RHEAULT
Superintendent of
Public Instruction

STATE OF NEVADA



TEACHER LICENSURE
SOUTHERN NEVADA OFFICE
9890 S. Maryland Parkway
Suite 221
Las Vegas, Nevada 89183
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GLORIA P. DOPF
Deputy Superintendent
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Evaluative Services

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www.doe.nv.gov

GREG T. WEYLAND
Deputy Superintendent
Administrative and
Fiscal Services

SATELLITE OFFICE
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December 16, 2011

MEMORANDUM

TO: Jeff Mohlenkamp
Clerk of the Board of Examiners

FROM: Dr. Kimberly Vidoni 
Elementary and Secondary Education Professional
Nevada Department of Education/APAC

SUBJECT: Contract with Wexford Institute

The Nevada Department of Education (NDE) is requesting approval of the contract with Wexford Institute submitted for consideration at the Board of Examiners contract meeting February 14, 2012 to be retroactive from July 1, 2011. The contract is for program evaluation services of the Trust Fund for Educational Technology (NRS 388.300) that are allocated and overseen by the Nevada Commission on Educational Technology. The Scope of Work includes delivering two evaluation reports, one interim report and one final report, in addition to performing evaluative services of seventeen Nevada school district grants.

The Nevada Commission on Educational Technology allocates the funds being evaluated to school districts through a competitive process. Wexford has a history of successfully evaluating these funds and the Commission voted on November 2, 2011 to pursue continuation of evaluation services with Wexford. We request a July 1, 2011 start-date since the original contract with Wexford expired on June 30, 2011. The Commission could not meet prior to November 2, 2011 to allocate funds owing to uncertainty of the continuation of the Commission and the funds into the 2011-2013 biennium. According to NRS 388.795, it is the Commission's duty to allocate these funds, and the Department cannot do so without their approval.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12984**Agency Name: **DEPARTMENT OF EDUCATION**Agency Code: **300**Appropriation Unit: **2715-20**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CAFFARELLA & CAFFARELLA INC**Contractor Name: **CAFFARELLA & CAFFARELLA INC**Address: **19 WHISPERING PINES DR**City/State/Zip: **ITHACA, NY 14850**Contact/Phone: **null607/257-7717**Vendor No.: **T29015613**NV Business ID: **Pending**To what State Fiscal Year(s) will the contract be charged? **2012-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **02/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2013**Contract term: **1 year and 303 days**4. Type of contract: **Contract**Contract description: **External Evaluation**

5. Purpose of contract:

This is a new contract to provide the implementation of the evaluation plan specified in the federally awarded State Personnel Development Grant. The grant which has been awarded by the US Department of Education, to the Nevada Department of Education to provide professional development for teachers, administrators, parents, and policy makers, to increase the performance of students with disabilities. The comprehensive evaluation plan that is being implemented includes collection and analysis of data to ensure that the project design is helping the state to reach the desired outcomes specified in the grant.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$70,000.00**

Other basis for payment: Payment upon proper invoicing as work is completed not to exceed \$70,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Criteria specified in the federal grant award for the State Personnel Development Grant make clear that an external evaluator be retained to implement the comprehensive evaluation plan articulated in the grant proposal. The proposal stipulates that an external evaluator will be hired to conduct formative, summative, and implementation assessment evaluation measures, and to use these data to conduct analyses that are useful in guiding project implementation. This grant project is intended to provide professional development for school personnel to ensure that students with disabilities succeed in meeting state standards. Federal guidance also provides a structure for determining the cost of the contract (10-12% of total grant award).

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The US Department of Education (USDOE) specified that the evaluation plan be implemented by a 3rd party non-state agency affiliated external evaluator who has the requisite skill set identified by the USDOE.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

There were no other potential vendors with similar qualifications and experience. Individuals with some similarity in qualifications lack the comprehensive knowledge and experience with the specific evaluation design and tools necessary for the successful implementation of the federal grant.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2008-2012, Nevada Department of Education, quality of service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amccalla	01/09/2012 16:46:20 PM
Division Approval	amccalla	01/09/2012 16:46:22 PM
Department Approval	amccalla	01/09/2012 16:46:25 PM
Contract Manager Approval	ebarraga	01/09/2012 17:01:28 PM
Budget Analyst Approval	jteska	01/23/2012 14:15:23 PM
BOE Agenda Approval	jteska	01/23/2012 14:15:30 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
GOVERNOR

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
111207

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Jane Splean, Assistant Director of Special Education, ESE & School Improvement Programs
700 East Fifth Street, Carson City, NV 89701-5096
775-687-9148
jsplean@doe.nv.gov

- b. Vendor contact information:

Edward Caffarella, Ph.D.
Caffarella & Caffarella, Inc.
19 Whispering Pines Drive
Ithaca, NY 14850
607-257-7717

- c. Type of waiver requested: Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

In March, 2007, the Nevada Department of Education (NDE) responded to a request for proposals for a competitive grant opportunity from the US Department of Education, Office of Special Education Programs (OSEP). In August the NDE received notice that the proposal was funded with a start date of September 1, 2007. A new grant award has been made annually for five budget periods, with the original close of the project projected for August 2012. A no cost extension is allowed by the USDOE in order to expend all grant funds and complete approved grant activities currently in process. NDE anticipates requesting a no cost extension which will extend the project completion timeline to August 2013. A comprehensive final evaluation report is due ninety days after the project close, thus extending the timeline of services needed from this evaluator through November 2013.

The federal grant criteria required that a comprehensive evaluation plan be articulated within the proposal. Further, technical assistance from OSEP made clear that the evaluation plan should be implemented by an external evaluator with the necessary expertise and a demonstrated skill set for the plan to be effectively implemented. Competitive preference is given to those proposals in which the individual to provide the services is named, a resume or curriculum vita is included with the proposal, and a commitment has been obtained from that individual to conduct the work if the project is funded.

This contract will allow for the continued implementation of the evaluation plan as described in the federal grant proposal. Specifically, the contractor will continue to conduct interviews and observations, analyze documents, and utilize theoretical frameworks and evidence-based assessment instruments to yield summative, formative, and implementation evaluation data. Those activities completed for the summative evaluation will address the goals and objectives outlined in the project proposal and yield an assessment of the success of the project in achieving, not achieving, or exceeding those goals and objectives. Formative evaluation efforts will also continue to focus on the activities that have been executed throughout the project and the level of success of those activities. The activities conducted as part of the ongoing implementation assessment will review the project from the perspective of change theory including recommendations for improving the success of Nevada's grant project to promote systemic change in Nevada to improve instructional quality for students with disabilities and secondarily for all students.

The contractor has been an essential asset to the management of the project, helping to guide the ongoing implementation of the goals and objectives by assisting the NDE and other grant partners to understand what is and is not working with regard to helping the state achieve the desired student and educator outcomes. The activities described above have yielded information for program improvement purposes and, additionally, the contractor has also used this information to complete annual federal grant reporting requirements in collaboration with the NDE. Successful, quality completion of these reports, which have included the data gathered and analyzed by the contractor, have been instrumental in the award of project funds on a yearly basis.

As part of this contract, the external evaluator will continue to attend meetings of the grant management team, trainings and technical assistance opportunities associated with the project objectives, and federal meetings mandated and otherwise made available by OSEP.

3. Describe the unique qualification required for the service or good to be purchased:

This contractor has implemented a sophisticated and progressive comprehensive evaluation plan in keeping with the proposal recommended for funding by a panel of expert grant reviewers on behalf of OSEP. Many evaluation plans for this type of grant look only at formative and summative evaluation measures. Nevada's grant has included these two analyses but has also analyzed implementation assessment. Knowledge and skills to conduct this third type of assessment require a unique and in-depth understanding of the change process, including innovation adoption models, and diffusion theory. More specifically, the evaluation plan was designed to analyze the change process using the theoretical framework established and implemented by Gene Hall, Ph.D., with regard to the principles established through a Concerns Based Adoption approach, including Stages of Concern, and Levels of Use. The contractor must have demonstrated capacity to conduct evaluative measures to ascertain the implementation of the project in response to this approach, and both expertise and experience in using the Innovation Adoption Readiness Model (IARM) tool to measure and analyze implementation assessment. The contractor with a history of research and published results with such a tool is preferred. Further, a solid understanding of the research as applied by Ev Rogers on Diffusion Theory is necessary as well. Lastly, a doctorate in an educational area of study is required.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

The evaluation plan was designed to use a tool called the Innovation Adoption Readiness Model

(IARM). The proposed contractor is the creator of the tool and the only individual with demonstrated expertise and a history of publications regarding the use of this evaluation tool, which measures implementation adoption and guides next steps for innovation use. Implementation assessment work conducted during the first 4 years of this grant has substantially strengthened the grant continuation reports and provided valuable information in the improvement of grant activities aimed at meeting grant goals and objectives. This evaluator was identified within the grant proposal, which strengthened the proposal and has resulted in the continued award of funds.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

The project was funded by OSEP to be implemented as written. This includes a federal expectation that the evaluation plan be implemented with the expertise required to conduct the work. As the creator of the evaluation design tool, no other individual possesses a competitive skill set necessary to conduct this work. If the project is not implemented as approved, there is some risk that OSEP would require the return of awarded funds for the remaining years of the project, resulting in a loss of \$2.8 M to the state, as well as potentially damaging our capacity to successfully compete for future grant funds from OSEP.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

There is no community of individuals with demonstrated expertise in each of the required areas for evaluation plan implementation, including Innovation Adoption Readiness Model, diffusion theory, and the Concerns Based Adoption model for analyzing the change process. Any such individual would be known to the creator of the Concerns Based Adoption model, whose expertise was sought in the development of the proposal. To ensure that there were not other potential contractors with similar qualifications and expertise, the Department consulted with national experts who have knowledge of external evaluators, and those individuals stated that the contractor is the only vendor who possesses sufficient expertise and experience in the Innovation Adoption Readiness Model, diffusion theory, and the Concerns Based Adoption model, to complete the work.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

OSEP instructs grant applicants to set aside 10-12% of the budget for the completion of the evaluation plan by an external evaluator. The project was funded for five years, for \$688,000 each year. In keeping with OSEP's guidance, the NDE designated just slightly more than 10% of the budget (\$70,000 per year) for the external evaluator.

8. What is the estimated value and length of the contract, amendment or request?

The estimated value of the contract will be approximately \$70,000 for the time period of March 2012 – November 2013. *Per Connie Torres # +time; \$70,000 + 03/12 thru 11/13. @*

a. New contract Y N

b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Nevada Department of Education hereby requests approval for

Ed Caffarella, Ph.d.,
Caffarella & Caffarella, Inc.

Requesting agency

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>Jane Spleans</i>	12/9/11
Agency Representative Initiating Request	Date
X <i>Jane Spleans</i>	12/12/11
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X _____ N/A _____	_____
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

X <i>Kimberlee Easton for G. Smith</i>	12/21/11
Administrator, Purchasing Division	Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12985**Agency Name: **DEPARTMENT OF EDUCATION**Agency Code: **300**Appropriation Unit: **2715-20**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **HALL, GENE E**Contractor Name: **HALL, GENE E**Address: **2759 S MILLER LN**City/State/Zip: **LAS VEGAS, NV 89117-2602**

Contact/Phone: null702/253-5376

Vendor No.: T29016192

NV Business ID: NV20111774171

To what State Fiscal Year(s) will the contract be charged? **2012-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2013**Contract term: **1 year and 303 days**4. Type of contract: **Contract**Contract description: **Consulting Services**

5. Purpose of contract:

This is a new contract to continue to implement the goals and objectives specified in the federally awarded State Personnel Development Grant. The grant has been awarded by the US Department of Education, to the Nevada Department of Education, to provide professional development for teachers, administrators, parents, and policy makers, to increase the performance of students with disabilities. The project design specifies that training and technical assistance will be provided by this external consultant to help administrators and teachers implement and sustain innovations that will improve instruction and support school reform.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$70,000.00**

Other basis for payment: Payment upon proper invoicing as work is completed not to exceed \$70,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada has received a State Personnel Development Grant from the US Department of Education. This grant project is intended to provide professional development for school personnel to ensure that students with disabilities succeed in meeting state standards. The grant project design specifies that training and technical assistance will be offered for school and district administrators on the Concerns Based Adoption Model, including Stages of Concern and Levels of Use. An external consultant with expertise in these content areas, as well as existing support with educational administrators is necessary to conduct the approved grant activities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The skill set required to complete this work is unique. No state agency employees have knowledge or ability to conduct training and technical assistance articulated in the federally approved grant project design.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2008-2012, Nevada Department of Education, quality of service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amccalla	01/09/2012 16:39:36 PM
Division Approval	amccalla	01/09/2012 16:39:38 PM
Department Approval	amccalla	01/09/2012 16:39:41 PM
Contract Manager Approval	ebarraga	01/09/2012 17:00:36 PM
Budget Analyst Approval	jteska	01/23/2012 14:23:47 PM
BOE Agenda Approval	jteska	01/23/2012 14:23:53 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
GOVERNOR

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

DEC 16 2011
FISCAL SERVICES
NEVADA DEPARTMENT OF EDUCATION

Purchasing Use Only:
111204

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Nevada Department of Education
Jane Splean, Assistant Director of Special Education, ESEA & School Improvement Programs
700 E. Fifth Street, Carson City, NV 89701
775-687-9148
jsplean@doe.nv.gov

b. Vendor contact information:

Gene Hall, Ph.D.
2759 S Miller Lane
Las Vegas, NV 89117-2602

c. Type of waiver requested: [Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

In March, 2007, the Nevada Department of Education (NDE) responded to a request for proposals for a competitive grant opportunity from the US Department of Education, Office of Special Education Programs (OSEP). In August the NDE received notice that the proposal was funded with a start date of September 1, 2007. A new grant award has been made annually for five budget periods, with the original close of the project projected for August 2012. A no cost extension is allowed by the USDOE in order to expend all grant funds and complete approved grant activities currently in process. NDE anticipates requesting a no cost extension which will extend the project completion timeline to August 2013. A comprehensive final evaluation report is due ninety days after the project close, thus extending the timeline of services needed from this evaluator through November 2013.

The federal grant criteria required that a comprehensive project design be articulated, complete with the identification of goals and objectives, partners for implementation, and both internal staff and external experts who would assume responsibilities for project implementation. In determining the project design, a substantial needs assessment was conducted. This needs assessment revealed that school district and state educational administrators need professional development to enable them to successfully lead the adoption of innovations that will improve student performance. Accordingly, a substantial portion of the grant project was designed to provide training and technical assistance to principals, school district office staff, and other educational leaders on the change process, relying upon the framework established through the Concerns Based Adoption Model.

Further, technical assistance from OSEP made clear that the proposal should identify those internal staff members, as well as external consultants to be hired with project funds, who have the necessary expertise and a demonstrated skill set for the design to be effectively implemented. Competitive preference was given to those proposals in which the individuals to provide the services are named, a resume or curriculum vita is included with the proposal, and a commitment having been obtained from the individuals to conduct the work if the project is funded.

This contract will allow for the continued implementation of the project design as described in the federal grant proposal. Specifically, the contractor will continue to provide training and technical assistance, along with mentoring and on-site coaching to school principals, school district superintendents, assistant superintendents, special education directors, and other school and district level administrators. Training content will maintain a focus on the Concerns Based Adoption Model, teaching administrators to understand and make use of the concepts of Stages of Concerns, Levels of Use, Innovation Adoption Readiness, and the Implementation Bridge. The contractor has been an active mentor and advisor to the project Management Team, attending quarterly meetings in Reno and Las Vegas, and training functions offered by other staff members in association with the grant design, as well as serving as a key collaborator with the project's external evaluator, using the Innovation Adoption Readiness Model (IARM) evaluation and assessment tool and another technical assistance and evaluation tool called Innovation Configuration Maps.

The contractor has been an essential asset to the management of the project, helping to guide the ongoing implementation of the goals and objectives by helping the NDE and other grant partners to understand what is and is not working with regard to helping the state achieve the desired student and educator outcomes. The activities described above have yielded information for program improvement purposes and, additionally, the contractor has also assisted the external evaluator and internal project staff to use this information to complete annual federal grants reporting requirements. Successful, quality completion of these reports, which have included the data gathered and analyzed by the contractor, have been instrumental in the award of project funds on a yearly basis.

3. Describe the unique qualification required for the service or good to be purchased:

This contractor will provide training to educational leaders in Nevada to assist them in improving student achievement. Training and technical assistance will focus on the Concerns Based Adoption Model, including the concepts of Stages of Concerns, Levels of Use, Innovation Adoption Readiness, and the Implementation Bridge. The contractor must have a demonstrated capacity to conduct such training and technical assistance, and a history of publications on these subjects. Additionally, the contractor should have a demonstrated capacity to collaborate with others to complete a comprehensive evaluation design using tools such as the Innovation Adoption Readiness Model (IARM) and Innovation Configuration Maps, as well as the ability to serve as a member of the Management Team and to use appropriate knowledge and skills to guide the project management team regarding project implementation. Lastly, a doctorate in an educational area of study is required.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

For this OSEP request for proposals (RFP) and subsequent award, competitive preference was awarded

to those grant proposals in which external consultants who would conduct the work were identified and have since been performing the work commitments from the start of funding. The success of the training to be provided for the remainder of this grant project hinges on the trainers having the necessary skill sets to teach the content, as well as the necessary rapport and relationships with the trainees to maintain and build upon their initial buy-in and desire to implement the content being taught. The contractor sought through this process, Dr. Gene Hall, is the creator of the Concerns Based Adoption Model and as such, established the concepts of Stages of Concerns, Levels of Use, and the Implementation Bridge that has served as a central focus for the grant project. No other individual possesses inclusively the level of knowledge that he has with regard to these concepts and the numerous hours of experience in training on these areas, as well as the existing relationships with Nevada's educational leaders that is still needed to advance the importance of this content and the outcomes that will result from effective implementation of the principles.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

The project as funded requires implementation of the project design as articulated in the proposal approved by OSEP. The project design specifies that training and technical assistance will be provided to educational leaders on the content described above, and that this professional development will be offered by an individual who has extensive experience and expertise in the concepts articulated in the project design. If the project is not implemented as approved, there is some risk that OSEP would require the return of awarded funds for the remaining years of the project, resulting in a loss of \$2.8 M to the state, as well as potentially damaging our capacity to successfully compete for future grant funds from OSEP.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

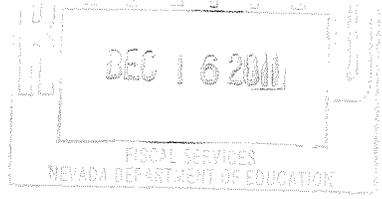
A review of the professional literature revealed that the pool of individuals with demonstrated expertise in the Concerns Based Adoption model for analyzing the change process is limited. Additionally, the literature shows no other experts in change processes who also have a demonstrated history of using the Innovation Adoption Readiness Model as part of an evaluation design. Further, there is only one such person who also possesses both these sets of knowledge along with the requisite existing relationships to influence the work of current school district personnel in Nevada.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

The OSEP Project Officer was consulted to obtain information about expectations for costs for external consultants to conduct the kinds of professional development described in Nevada's grant proposal. Additionally, the budgets for other previously federally funded projects under this grant competition were reviewed. These models were followed in establishing the budget for our project.

8. What is the estimated value and length of the contract, amendment or request?

The estimated value of the contract will be approximately \$70,000 for the time period of March 2012 – November 2013.



a. New contract Y N

b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Nevada Department of Education hereby requests approval for Gene Hall, Ph.D.
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X	<i>Jane Spleans</i>	12/9/11
	Agency Representative Initiating Request	Date
X	<i>Kim [Signature]</i>	12/12/11
	Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

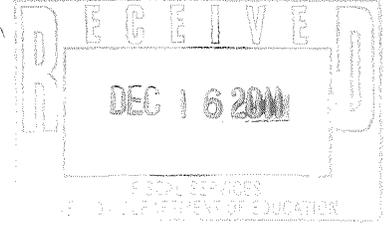
X	N/A	
	Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

X <i>Kimberly East</i> <i>ee</i>	<i>12/14/11</i>
Administrator, Purchasing Division	Date



CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV6827** Amendment Number: **4**

Agency Name: **AGING AND DISABILITY SERVICES DIVISION** Legal Entity Name: **United Healthcare Insurance Co**

Agency Code: **402** Contractor Name: **United Healthcare Insurance Co**

Appropriation Unit: **3156-16** Address: **PO Bos 5840**

Is budget authority available?: **Yes** City/State/Zip: **Hartford, CT 06103**

If "No" please explain: **Not Applicable** Contact/Phone: **null8003285979**

Vendor No.: **T27014148**

NV Business ID: **C11128-1990**

To what State Fiscal Year(s) will the contract be charged? **2006-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % TOBACCO SETTLEMENT

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2006**

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **12/31/2013**Contract term: **8 years and 1 day**4. Type of contract: **Contract**Contract description: **Insurance Services**

5. Purpose of contract:

This is the fourth amendment to the original contract for Nevada's two-part State Pharmaceutical Assistance Program (SPAP), known as Senior Rx and Disability Rx, is authorized by the State Legislature to subsidize the monthly premium on behalf of eligible members who are enrolled in Medicare Part D prescription drug plans and Medicare Advantage plans with prescription drug benefits. This amendment increases the maximum dollar from \$1,200,000.00 to \$1,600,000.00; due to an increase in enrollees for Medicare Part D program.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$50,000.00
2. Total amount of any previous contract amendments:	\$1,150,000.00
3. Amount of current contract amendment:	\$400,000.00
4. New maximum contract amount:	\$1,600,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Starting January 1, 2006, the Federal Medicare Part D plan went into effect. Nevada's Senior Rx and Disability Rx members must use Medicare Part D as their first resource for prescription drugs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not authorized to perform the needed services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The State must contract with all prescription drug plans federally authorized to offer Part D benefits in Nevada. (Section 1860D-23(b)(2) of Social Security Act)

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contract was initiated under Department of Health & Human Services (agency 400) with effective date of January 1, 2006 through December 31, 2013. The program transferred to Aging and Disability Services Division (agency 402) on July 1, 2009. Through present, services provided by this contractor have been satisfactory under both agencies.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jsulliv3	01/11/2012 08:39:47 AM
Division Approval	lgoulart	01/11/2012 10:41:24 AM
Department Approval	mtorvine	01/18/2012 08:59:56 AM
Contract Manager Approval	jkolenut	01/18/2012 15:36:31 PM
Budget Analyst Approval	rhage1	01/20/2012 08:55:18 AM
BOE Agenda Approval	jteska	01/20/2012 16:19:51 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12865**

Agency Name: HEALTH CARE FINANCING & POLICY	Legal Entity Name: Clark County
Agency Code: 403	Contractor Name: Clark County
Appropriation Unit: 3157-00	Address: 500 S. Grand Central Parkway
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89155
If "No" please explain: Not Applicable	Contact/Phone: null702-455-3530
	Vendor No.:
	NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Inter-Governmental Transfer (IGT)

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

This contract is retroactive because negotiations could not be finalized until the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services.
--

3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Revenue Contract**Contract description: **Voluntary Contributn**

5. Purpose of contract:

This is a new contract to receive Inter-Governmental Transfer (IGT) funds from Clark County for the voluntary contributions which is calculated based on the inpatient, outpatient, and Graduate Medical Education (GME) hospital services for the non-state governmentally owned and operated hospital.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state, government owned or operated hospitals. This agreement provides for the receipt of voluntary contributions from Clark County to pay the nonfederal share of funds in order to secure federal funding for this program.
--

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are doing this work.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Multiple interlocal contracts over the past several years up to the current day.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	11/28/2011 12:40:16 PM
Division Approval	llamborn	11/28/2011 12:40:18 PM
Department Approval	mtorvine	01/06/2012 14:06:45 PM
Contract Manager Approval	dkingsle	01/10/2012 12:21:27 PM
Budget Analyst Approval	nhovden	01/18/2012 09:03:45 AM
BOE Agenda Approval	jteska	01/23/2012 16:02:29 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

MICHAEL J. WILLDEN
Director

CHARLES DUARTE
Administrator

January 4, 2012

To: Nikki Hovden, Budget Analyst IV
Division of Budget and Planning

Through: Charles Duarte, Administrator 
Division of Health Care Financing and Policy

From: Dorrie Kingsley, Management Analyst III
Division of Health Care Financing and Policy

Subject: Retroactive Memo for Clark County Interlocal Contract

DHCFP is seeking approval to enter a retroactive Interlocal contract with Clark County. This contract was processed as quickly as possible and if approved, becomes effective July 1, 2011.

The contract could not be negotiated until after the State Plan Amendment was approved by the Centers for Medicare and Medicaid Services resulting in a delay in finalizing the contract.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **10160** Amendment Number: **8**

Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **Amerigroup Nevada, Inc.**

Agency Code: **403** Contractor Name: **Amerigroup Nevada, Inc.**

Appropriation Unit: **3243-12** Address: **4425 Corporation Lane**

Is budget authority available?: **Yes** City/State/Zip: **Virginia Beach, VA 23462**

If "No" please explain: **Not Applicable** Contact/Phone: **null757-202-7143**

Vendor No.:

NV Business ID: **NV20051537996**

To what State Fiscal Year(s) will the contract be charged? **2009-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	44.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	56.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2009**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2012**

Contract term: **4 years and 149 days**

4. Type of contract: **Contract**

Contract description: **Provide Managed Care**

5. Purpose of contract:

This is the eighth amendment to the original contract that provides managed health services to qualified Medicaid and Children's Health Insurance Program (CHIPRA) recipients. This amendment extends the contract term from June 30, 2012 to June 30, 2013 and increases contract authority from \$495,554,329.59 to \$761,765,047.54.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$361,844,301.00
2.	Total amount of any previous contract amendments:	\$133,710,028.59
3.	Amount of current contract amendment:	\$266,210,717.95
4.	New maximum contract amount:	\$761,765,047.54
	and/or the termination date of the original contract has changed to:	06/30/2013

II. JUSTIFICATION

7. What conditions require that this work be done?

Managed care services are an effective cost containment strategy to provide health care services approved by CMS

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have resources available to provide these services

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

It is required by Statute to maintain two vendor contracts for these services. Due to the termination of one vendor contract, it was determined to be in the State's best interest to enter into negotiations with the next highest scoring vendor from the original solicitation.

d. Last bid date: 06/01/2006 Anticipated re-bid date: 01/16/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This is the eighth amendment to an existing contract between DHCFP and Amerigroup.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	12/20/2011 11:22:56 AM
Division Approval	llamborn	12/20/2011 11:22:59 AM
Department Approval	mtorvine	12/21/2011 17:10:27 PM
Contract Manager Approval	dkingsle	12/22/2011 14:59:54 PM
Budget Analyst Approval	nhovden	12/28/2011 11:32:08 AM
Team Lead Approval	jteska	12/28/2011 15:30:16 PM
BOE Agenda Approval	jteska	12/28/2011 15:30:20 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12968**

Agency Name:	HEALTH CARE FINANCING & POLICY	Legal Entity Name:	Department of Corrections
Agency Code:	403	Contractor Name:	Department of Corrections
Appropriation Unit:	3243-00	Address:	5500 Snyder Avenue PO Box 7011
Is budget authority available?:	Yes	City/State/Zip:	Carson City, NV 89701
If "No" please explain:	Not Applicable	Contact/Phone:	Debbie Reed 775-289-8800
		Vendor No.:	
		NV Business ID:	Government Entity
To what State Fiscal Year(s) will the contract be charged?	2012-2017		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2011**

Anticipated BOE meeting date 02/2012

Retroactive? **Yes**

If "Yes", please explain

This contract is retroactive to allow medical coverage for inmates who meet Medicaid Eligibility. Regulations allow for any recipient to apply for three months of prior medical assistance from the month of application.

3. Termination Date: **09/30/2016**

Contract term: **4 years and 335 days**

4. Type of contract: **Revenue Contract**

Contract description: **Inmate IP Medicaid**

5. Purpose of contract:

This is a new interlocal agreement between the Division of Health Care Financing and Policy (DHCFP), the Division of Welfare and Supportive Services (DWSS), and the Department of Corrections to provide medical benefits to incarcerated individuals eligible to receive Medicaid pursuant to Title XIX of the Social Security Act. This interlocal will authorize DHCFP and DWSS to provide the administrative services necessary to implement the program of medical assistance to incarcerated individuals who meet financial and medical eligibility criteria, and for the Department of Corrections to provide the non-federal share to DHCFP for medical and Medicaid administrative costs as a result of this medical assistance program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,575,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Title XIX of the Social Security Act designates the Department of Health and Human Services as the "single State agency" responsible for providing medical assistance in Nevada. The Division of Welfare and Supportive Services and the Division of Health Care Financing and Policy are responsible for implementing the State Plan pursuant to NRS 422 and Title 42, Chapter IV, Subchapter C of Title XIX in the Code of Federal Regulations.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees from DHCFP, DWSS, and NDOC are doing this work.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	01/11/2012 13:05:57 PM
Division Approval	llamborn	01/11/2012 13:06:00 PM
Department Approval	mtorvine	01/12/2012 11:50:07 AM
Contract Manager Approval	dkingsle	01/12/2012 16:25:33 PM
Budget Analyst Approval	nhovden	01/17/2012 11:02:36 AM
BOE Agenda Approval	jteska	01/20/2012 15:34:05 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

MICHAEL J. WILLDEN
Director

CHARLES DUARTE
Administrator

January 10, 2012

To: Nikki Hovden, Budget Analyst IV
Division of Budget and Planning.

Through: Charles Duarte, Administrator
Division of Health Care Financing and Policy

From: Dorrie Kingsley, Management Analyst III
Division of Health Care Financing and Policy

Elizabeth Curren for Charles Duarte

Subject: Retroactive Memo for the Department of Corrections Interlocal Contract

DHCFP is seeking approval to enter a retroactive Interlocal contract with the Nevada Department of Corrections and the Division of Welfare and Supportive Services. This contract was processed as quickly as possible and if approved, becomes effective November 1, 2011.

This contract is retroactive to allow medical coverage for inmates who meet Medicaid Eligibility. Regulations allow for any recipient to apply for three months of prior medical assistance from the month of application.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12889**

Agency Name: **HEALTH DIVISION**

Agency Code: **406**

Appropriation Unit: **3219-08**

Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: UNR Office of Sponsored Projects

Contractor Name: **UNR Office of Sponsored Projects**

Address: **1664 N. Virginia Street MS 325**

City/State/Zip: **Reno, NV 89506**

Contact/Phone: null775-784-6754

Vendor No.: D35000816

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: HD 12141

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2012**

Anticipated BOE meeting date 01/2012

Retroactive? **Yes**

If "Yes", please explain

The BRFSS survey work is being divided in the state between UNR and UNLV. Contract negotiations with the universities took an inordinate amount of time. Each university's survey operation must mirror the other, and there were additional negotiations between the universities to achieve concurrence.

3. Termination Date: **02/28/2013**

Contract term: **1 year and 59 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Surveys**

5. Purpose of contract:

This is a new interlocal agreement to conduct state-based telephone surveys for the Behavioral Risk Factor Surveillance System (BRFSS). These Nevada specific surveys collect data on individual risk behaviors and preventable health practices related to the leading causes of mortality and morbidity in the United States

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$301,951.00**

Payment for services will be made at the rate of \$150,975.50 per biannually

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada is one of 50 states conducting the Behavioral Risk Factor Surveillance System (BRFSS) survey. This state-based telephone surveillance system is designed to collect data on individual risk behaviors and preventive health practices related to the leading causes of mortality and morbidity in the United States. BRFSS respondents must specifically represent Nevadas population. Information from the survey will be used for health planning, program evaluation, and monitoring health objectives. Information provided by the BRFSS is not available from other sources in the state. In addition, because it is part of a nationwide surveillance system, the BRFSS provides the Centers for Disease Control with comparisons to other states.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the resources to conduct these surveys.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	12/01/2011 15:13:49 PM
Division Approval	pweyrick	12/01/2011 15:13:52 PM
Department Approval	mtorvine	12/02/2011 15:37:58 PM
Contract Manager Approval	cschmid2	12/02/2011 15:47:21 PM
Budget Analyst Approval	jborrowm	12/07/2011 10:34:54 AM
Team Lead Approval	jborrowm	12/07/2011 10:34:59 AM
BOE Agenda Approval	jteska	12/19/2011 14:54:43 PM
BOE Final Approval	Pending	

STATE OF NEVADA

BRIAN SANDOVAL
Governor

MICHAEL J. WILLDEN
Director



RICHARD WHITLEY, MS
Administrator

TRACEY D. GREEN, MD
State Health Officer

**DEPARTMENT OF HEALTH AND
HUMAN SERVICES
HEALTH STATISTICS, PLANNING,
EPIDEMIOLOGY AND RESPONSE**

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Carson City, Nevada 89706
Telephone: (775) 684-4243 Fax: (775) 684-4156

November 30, 2011

MEMORANDUM

To: John Borrowman
Budget Analyst
Budget Division

Through: Phil Weyrick
Administrative Services Officer IV
Health Division Administration

From: Brad Towel, BRFSS Program Manager

Subject: **Request for a Retroactive Start Date for Contract # HD 12141 (CETS 12889)**

This memorandum requests that the above referenced Health Division Contract be approved for a retroactive start date, effective January 1, 2012. The contract requires a retroactive start date because the period of performance is one year. The surveys for this contract are being divided between UNR in the North, and UNLV in the South, and the surveys must be mirror images of each other. This contract was not able to be submitted to the Board of Examiners in a timely fashion due to negotiations between the State and the Universities, as well as negotiations between the Universities to arrive at concurrence for procedures, taking far longer than expected.

cc: Colman Schmidt, Management Analyst II
Health Division

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 12462	Amendment Number: 1
Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: BOARD OF REGENTS-UNR
Agency Code: 407	Contractor Name: BOARD OF REGENTS-UNR
Appropriation Unit: 3228-42	Address: UNR CONTROLLERS OFFICE MAIL STOP 0124
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89557-0025
If "No" please explain: Not Applicable	Contact/Phone: null775/784-4062
	Vendor No.: D35000816
	NV Business ID: Gov't Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 12/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2012**

Contract term: **1 year**

4. Type of contract: **Interlocal Agreement**

Contract description: **SNAP Education**

5. Purpose of contract:

This is the first amendment to the original interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices. This amendment increases the maximum amount from \$76,723 to \$98,807, revises consideration language and adds Attachment B - Project Plan due to the approval of the State Plan by USDA.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$76,723.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$22,084.00
4. New maximum contract amount:	\$98,807.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a grant from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) to low income families in Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Division of Welfare and Supportive Services partners with various public and non profit agencies to provide nutrition education through the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) therefore extending state resources and personnel.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutritional Assistance Program Nutrition Education (SNAP-Ed) and is approved by the USDA are incorporated into the State of Nevada plan as funding allows.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and provides satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jholm	11/10/2011 16:03:28 PM
Division Approval	msmit5	12/19/2011 16:14:10 PM
Department Approval	mtorvine	01/04/2012 14:27:25 PM
Contract Manager Approval	afrancis	01/05/2012 10:52:28 AM
Budget Analyst Approval	cglover	01/06/2012 15:40:31 PM
BOE Agenda Approval	jteska	01/10/2012 14:05:52 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 12480	Amendment Number: 1
Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: HELP OF SOUTHERN NEVADA
Agency Code: 407	Contractor Name: HELP OF SOUTHERN NEVADA
Appropriation Unit: 3228-44	Address: 1640 E FLAMINGO RD STE 100
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89119-5280
If "No" please explain: Not Applicable	Contact/Phone: null702/369-4357
	Vendor No.: T80351170C
	NV Business ID: NV19701000894

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %	
X Federal Funds	45.00 %	Bonds	0.00 %	
Highway Funds	0.00 %	X Other funding	55.00 %	Vendor cost share

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **09/30/2012**

Termination Date:

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach Demo**

5. Purpose of contract:

This is the first amendment to the original contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP), for a Community Partner Interviewers Demonstration Project. Through a waiver from the U.S. Department of Agriculture (USDA), certain community partners can conduct initial SNAP interviews. This allows DWSS to reach populations that would otherwise be difficult to reach and saves state time and resources. This amendment increases the maximum amount from \$394,874 to \$473,882, revises consideration language and adds Attachment E - Project Plan due to the approval of the State Plan by USDA.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$394,874.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$79,008.00
4. New maximum contract amount:	\$473,882.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to provide outreach and application assistance for the Supplemental Nutrition Assistance Program to the low income and senior population of Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program therefore extending state resources and personnel.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Federal funding is provided from the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and providing satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jholm	12/01/2011 08:35:37 AM
Division Approval	msmit5	12/19/2011 16:17:18 PM
Department Approval	mtorvine	01/04/2012 14:25:51 PM
Contract Manager Approval	afrancis	01/05/2012 10:52:44 AM
Budget Analyst Approval	cglover	01/06/2012 15:34:36 PM
BOE Agenda Approval	jteska	01/10/2012 14:39:30 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12871**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: IBM CORPORATION
Agency Code: 407	Contractor Name: IBM CORPORATION
Appropriation Unit: 3228-50	Address: PO BOX 534186
Is budget authority available?: Yes	City/State/Zip: ATLANTA, GA 30353-4186
If "No" please explain: Not Applicable	Contact/Phone: Mike Vranes 801-560-1579
	Vendor No.: PUR0000395E
	NV Business ID: NV19371000083

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	10.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	90.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2012**Contract term: **334 days**4. Type of contract: **Contract**Contract description: **Information Services**

5. Purpose of contract:

This is a new contract to provide services and support for the migration of the integrated Child Support Enforcement/Eligibility and Payments System (NOMADS) from IBM's Cross System Product (CSP) application to IBM's Enterprise Generation Language (EGL) technology. NOMADS is critical to deliver numerous financial benefits to DWSS clients. CSP has not been supported by IBM for many years and causes undue complications with each new version of mainframe operating system upgrade undertaken. In the event of a failure related to CSP, there will be no vendor support to recover the application. EGL is a high level, modern business oriented programming language designed to be platform independent. As part of the legislatively approved Health Care Reform (HIX) initiative, this conversion is intended to help extend the useful life of NOMADS and transform NOMADS to a database of record.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$656,331.50**

Other basis for payment: Payment will be made upon receipt of invoice for each completed and State accepted deliverable as outlined in the Deliverable Payment Schedule.

II. JUSTIFICATION

7. What conditions require that this work be done?

CSP has not been supported by IBM for many years and causes undue complications with each new version of mainframe operating system upgrade undertaken. In the event of a failure related to CSP, there will be no vendor support to recover the application. The impact of its failure would be catastrophic for DWSS clients.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the resources or expertise to provide this service.

9. Were quotes or proposals solicited? Yes
 Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Contractor was chosen based on a weighted average of evaluation criteria. Contractor had the highest overall score as determined by an evaluation committee of three (3).

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and providing satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jholm	12/21/2011 15:32:28 PM
Division Approval	msmit5	01/04/2012 13:27:53 PM
Department Approval	mtorvine	01/05/2012 14:08:39 PM
Contract Manager Approval	afrancis	01/05/2012 16:21:46 PM
DoIT Approval	lmuelle1	01/06/2012 08:06:43 AM
Budget Analyst Approval	cglover	01/06/2012 15:51:51 PM
BOE Agenda Approval	jteska	01/10/2012 14:01:18 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 12484	Amendment Number: 1
Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: THREE SQUARE
Agency Code: 407	Contractor Name: THREE SQUARE
Appropriation Unit: 3228-44	Address: 4190 N PECOS RD
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89115-0187
If "No" please explain: Not Applicable	Contact/Phone: null702/644-3663
	Vendor No.: T29016658
	NV Business ID: NV20061789154

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	45.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	55.00 % Vendor share costs

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **09/30/2012**

Termination Date:

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach**

5. Purpose of contract:

This is the first amendment to the original contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion. This amendment decreases the maximum amount from \$452,043 to \$407,785, revises consideration language and adds Attachment C - Project Plan due to the approval of the State Plan by USDA.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$452,043.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$44,258.00
4. New maximum contract amount:	\$407,785.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to provide outreach and application assistance for the Supplemental Nutrition Assistance Program to the low income and senior population of Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program therefore extending state resources and personnel.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Federal funding is provided from the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and providing satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jholm	10/26/2011 16:08:14 PM
Division Approval	msmit5	12/19/2011 16:12:35 PM
Department Approval	mtorvine	01/04/2012 14:18:09 PM
Contract Manager Approval	afrancis	01/05/2012 10:53:30 AM
Budget Analyst Approval	cglover	01/06/2012 15:17:05 PM
BOE Agenda Approval	jteska	01/10/2012 14:43:57 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV6380** Amendment Number: **1**
 Agency Name: **WELFARE AND SUPPORT SERVICES** Legal Entity Name: **Nevada State Health Division**
 Agency Code: **407** Contractor Name: **Nevada State Health Division**
 Appropriation Unit: **3267-21** Address: **4150 Technology Way Ste 300**
 Is budget authority available?: **Yes** City/State/Zip: **Carson City, NV 89706**
 If "No" please explain: **Not Applicable** Contact/Phone: **null7756843460**
 Vendor No.: **D40600000**
 NV Business ID: **Gov't Entity**

To what State Fiscal Year(s) will the contract be charged? **2010-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2009**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **Health And Human Services**

5. Purpose of contract:

This is the first amendment to the original interlocal agreement, which provides training to child care providers in Washoe County about including children with disabilities in their child care settings through either formal training at Truckee Meadows Community College (TMCC) or informal on-site assistance that is provided by early intervention consultants. Nevada Early Intervention Services (NEIS) provides comprehensive evaluations, intervention, services, and support to families in Northeast Nevada with children between the ages of birth to three years who meet Nevada's eligibility requirements for developmental delay. This amendment revises consideration language to include the phrase "or the annual approved budget, whichever is less", decreases the maximum amount from \$1,092,140 to \$1,049,334 and adds Attachment C - Budget.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,092,140.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$42,806.00
4. New maximum contract amount:	\$1,049,334.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Part C of the Individuals with Disabilities Education Act (IDEA), Part H of Public Law (99-457), early intervention legislation provides for comprehensive, interagency, multidisciplinary, family-centered, and community-based services accessible to all infants and toddlers with disabilities and to many who are at risk for disabilities. Part H was later renamed Part C. This law has been reauthorized as the Individuals with Disabilities Education Improvement Act of 2004 (IDEA) or Public Law 108-446.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Health Division is a State Agency and has the expertise to provide these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and providing satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jholm	12/09/2011 08:33:53 AM
Division Approval	msmit5	12/27/2011 14:29:10 PM
Department Approval	mtorvine	01/04/2012 14:24:24 PM
Contract Manager Approval	afrancis	01/05/2012 09:48:38 AM
Budget Analyst Approval	cglover	01/06/2012 15:22:46 PM
BOE Agenda Approval	jteska	01/10/2012 14:48:23 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12918**

Agency Name: MENTAL HEALTH AND DEVELOPMENTAL SERVICES	Legal Entity Name: STAFF CARE INC
Agency Code: 408	Contractor Name: STAFF CARE INC
Appropriation Unit: 3161-08	Address: 5001 STATESMAN DR
Is budget authority available?: Yes	City/State/Zip: IRVING, TX 75063
If "No" please explain: Not Applicable	Contact/Phone: null800/685-2272
	Vendor No.: T27012087
	NV Business ID: NV20101442384

To what State Fiscal Year(s) will the contract be charged? **2012-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2013**

Contract term: **1 year and 334 days**

4. Type of contract: **Contract**

Contract description: **Locum Tenens**

5. Purpose of contract:

This is a new contract to provide ongoing Locum Tenens services to Southern Nevada Adult Mental Health Services, pursuant to NRS 433.344 and NRS 436.123 and the Joint Commission requirements.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Payment for services will be made at the rate of \$145.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 433.344 and 436.123, agencies are authorized to contract with qualified professionals for delivery of services. Southern Nevada Adult Mental Health Services operates both inpatient and outpatient programs requiring the services of psychiatrists. When vacancies occur in the medical staff, contract psychiatrists are needed for adequate coverage.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Staff psychiatrists typically perform these services, however, when vacancies occur, adequate coverage is required by the Joint Commission until other psychiatrists are hired or return to work from leave or other time off.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was not chosen in preference to others, there are and will continue to be several locum tenens companies under contract including the other two vendors mentioned to ensure the continuity of services to consumers in the absence of staff psychiatrists.

d. Last bid date: 08/01/2011 Anticipated re-bid date: 08/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor is currently under contract with Southern Nevada Adult Mental Health Services and is performing satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	priple	12/12/2011 15:41:21 PM
Division Approval	dprather	01/09/2012 14:51:45 PM
Department Approval	mtorvine	01/17/2012 17:18:10 PM
Contract Manager Approval	tpollar2	01/18/2012 08:36:37 AM
Budget Analyst Approval	rhage1	01/20/2012 09:11:39 AM
BOE Agenda Approval	jteska	01/20/2012 16:02:07 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12820**

Agency Name: MENTAL HEALTH AND DEVELOPMENTAL SERVICES	Legal Entity Name: Staff Care, Inc
Agency Code: 408	Contractor Name: Staff Care, Inc
Appropriation Unit: 3162-08	Address: 5001 Statesman Drive
Is budget authority available?: Yes	City/State/Zip: Irving, TX 75063
If "No" please explain: Not Applicable	Contact/Phone: Shannon Imhof 469-417-7556
	Vendor No.: T27012087
	NV Business ID: NV20101442384

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/10/2012**Anticipated BOE meeting date **02/2012**Retroactive? **Yes**

If "Yes", please explain

This contract was originally submitted on October 26, 2011, with a January 1, 2012 start date. However, it was returned to our office in order to obtain a new Professional Services Exemption. The new exemption was obtained but the contract needed to be redone in order to comply with the dates on the exemption. Since this vendor provides necessary locum tenens services to the NNAMHS facility and its' consumers, services will have been provided prior to approval of the contract.

3. Termination Date: **12/31/2012**Contract term: **356 days**4. Type of contract: **Contract**Contract description: **Locum Tenens service**

5. Purpose of contract:

This is a new contract which will provide ongoing locum tenens services to Northern Nevada Adult Mental Health Services (NNAMHS), pursuant to NRS 433.344, NRS 436.123 and Joint Commission requirements.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$680,760.00**

Other basis for payment: Calculations based on 2 doctors. Calculation of \$680,760.00: \$160.00 per hour x 4160 hours + Officer of the Day (OD) rate of \$100.00 per day (Friday night through Sunday) up to 1 weekend per month (6 days per month x 12 months) AND Monday through Thursday holidays x up to 22 days + OD rate of \$60.00 for nighttime on call (Monday through Thursday - non holidays) up to 8 weeknights per month x 12 months.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency operates inpatient/outpatient programs requiring the services of psychiatrists/physicians. Pursuant to NRS 433.344, NRS 436.123 and Joint Commission requirements, when vacancies occur in the medical staff, contract psychiatrists/physicians are needed for adequate coverage.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Staff psychiatrists/physicians typically perform these services however, when vacancies occur, adequate coverage is required by NRS 433.344, NRS 436.123 and Joint Commission.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 111103

Approval Date: 11/03/2011

c. Why was this contractor chosen in preference to other?

Not chosen in preference to others. Several locum tenens companies have and will continue to be contracted with in order to assure continuous service to our consumers.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2005 to present - NNAMHS - Satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	eobrien	12/08/2011 11:06:58 AM
Division Approval	dprather	12/12/2011 06:53:11 AM
Department Approval	mtorvine	01/03/2012 11:53:15 AM
Contract Manager Approval	cweil	01/09/2012 12:18:35 PM
Budget Analyst Approval	rhage1	01/09/2012 12:23:03 PM
BOE Agenda Approval	jteska	01/10/2012 13:51:04 PM
BOE Final Approval	Pending	



Brian Sandoval
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
615 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
111103

See Notes

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Northern Nevada Adult Mental Health Services (NNAMHS)
Claire Weil - Program Officer
(775)688-2031
cweil@nnamhs.state.nv.us

- b. Vendor contact information:

Staff Care, Inc.
Shannon Imhof
(469)417-7556
Shannon.Imhof@staffcare.com

- c. Type of waiver requested: Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:
Professional Medical Services company to provide psychiatrists/physicians to work temporary assignments in vacant positions at Northern Nevada Adult Mental Health Services pursuant to NRS433.344, NRS436.123 and Joint Commission requirements.
3. Describe the unique qualification required for the service or good to be purchased:
The company provides psychiatrists/physicians that are fully licensed, insured and credentialed to work in the State of Nevada.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
Locum Tenens companies are similar to employment agencies in that they have a pool of licensed and credentialed professionals to temporarily meet our needs. We are only requesting this exemption until such time as the new RFP for these services is completed.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
There is a nationwide shortage of psychiatrists/physicians. Psychiatrists/physicians are critical to the care of the seriously mentally ill, without the contracts our agency will not be able to meet its mandated requirements and the agency relies on locum tenens companies to provide psychiatrists/physicians on a temporary basis when there are vacant positions.
6. What market research was conducted to substantiate that there is no competition for the service or good?
Please include an evaluation of other items considered, and provide documentation.
RFP1159 was done in 2000 and was extended to 2004. In 2005 we requested a Professional Services exception allowing us to bypass the RFP process and continue to maintain staffing levels critical to patient care. It is critical that we have the ability to continue contracting with these companies until that RFP is in place.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? The agency has always solicited quotes from several locum tenens companies (some under contract and others we find through advertising) as well as the current rate of pay for same state positions. We seek input from the locums as to rates in other areas as well as colas, etc.

8. What is the estimated value and length of the contract, amendment or request?
* NOTE: 1 year only; not to exceed \$680,760.00 *

a. New contract Y N
\$1,361,520.00 (full time positions with OD payments for on call time and holidays for 2 doctors)
2 years

b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Northern Nevada Adult Mental Health Services (NNAMHS) hereby requests approval for Staff Care, Inc
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:		
X <i>Claire Weil</i>	Agency Representative Initiating Request	11-2-2011 Date
X <i>Elizabeth O'Brien</i>	Agency Head Authorizing Request	11/3/2011 Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:		
X _____	Reviewing Agency/Entity Signature	N/A Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

X <i>Nikkelle Davis opo</i>	<i>11/3/11</i>
Administrator, Purchasing Division	Date

NOTE: This provides a 1 year continuation of service to allow for the completion of the procurement process.



NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES
480 Galletti Way
Sparks, Nevada 89431-5574
(775) 688-2031 • FAX (775) 688-2004

Memorandum

To: Robin Hager, Budget Analyst, Budget Division
Through: Elizabeth O'Brien, ASO III, NNAMHS
From: Claire Weil – Program Officer, NNAMHS
Date: January 3, 2012
Re: Staff Care, Inc.
Retroactive status for contract

Please consider this request for retroactive approval for the contract referenced above.

The contract was originally submitted on October 26, 2011, with a January 1, 2012 start date. However it was returned to our office in order to obtain a new Professional Services Exemption. The new exemption was obtained and the contract was resubmitted on December 7, 2011 with a January 10, 2012 start date. We were told the approval process would be expedited since the contract had been approved by everyone until the Budget Department returned it for the correction.

Since this vendor provides necessary locum tenens services to the Northern Nevada Adult Mental Health Services facility and its' consumers, services will have been provided prior to approval of the contract to ensure continuity of operation. Thank you for your consideration in this matter.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12974**

Agency Name: MENTAL HEALTH AND DEVELOPMENTAL SERVICES	Legal Entity Name: County of Elko
Agency Code: 408	Contractor Name: County of Elko
Appropriation Unit: 3167-00	Address: 540 Court St #101
Is budget authority available?: Yes	City/State/Zip: Elko, NV 89801
If "No" please explain: Not Applicable	Contact/Phone: null775-738-5398
	Vendor No.:
	NV Business ID: Not Applicable

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue from County

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date **02/2012**

Retroactive? **Yes**

If "Yes", please explain

The contract was to start on July 1, 2011; however, due to unexpected, lengthy negotiations the contract submission was regrettably delayed. This agreement authorizes the Division to contract with the County to continue to provide services to children with developmental disabilities and to reimburse the Division the non-federal share of funding as payment for services. NRS 435.020 obligated the State to continue to provide these services to ensure continuity of patients' care.

3. Termination Date: **06/30/2013**

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **County of Elko**

5. Purpose of contract:

This is a new revenue contract to provide services to children with developmental disabilities and the County to reimburse Division of Mental Health and Developmental Services the non-federal share of funding as payment for services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,566.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 435.010 and NRS 435.020 Mental Health and Developmental Services is obligated to provide services to children with developmental disabilities and the County to reimburse MHDS the non-federal share of funding as payment for services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Not Applicable. State employees are providing the services for the County.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Not Applicable. Division of Mental Health and Developmental Services is currently providing the services.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dprather	01/06/2012 06:57:52 AM
Division Approval	dprather	01/06/2012 08:58:36 AM
Department Approval	mtorvine	01/17/2012 17:25:46 PM
Contract Manager Approval	rrichar7	01/18/2012 08:24:43 AM
Budget Analyst Approval	rhage1	01/20/2012 09:40:06 AM
BOE Agenda Approval	jteska	01/20/2012 15:53:12 PM
BOE Final Approval	Pending	



**State of Nevada
Department of Health & Human
Services
Division of Mental Health &
Developmental Services**

Memo

To: Robin Hager, Budget Analyst, Budget Division
From: Rachel Richards, Management Analyst I
CC: Dave Prather, ASO IV
Subject: Retroactive status for The County of Elko
Date: January 5, 2012

Request for Retroactive Approval

Please consider this request for retroactive approval for the contract referenced here.

The contract was to start on July 1, 2011; however, due to unexpected, lengthy negotiations the contract negotiation and submission were regrettably delayed. This Interlocal Agreement authorizes Mental Health and Developmental Services (MHDS) to contract with the County to continue to provide services to children with developmental disabilities and the County to reimburse MHDS the non-federal share of funding as payment for services per NRS 435.010. The critical nature of these services and NRS 435.020 obligated the State to continue to provide these services in the absence of a formal contract to ensure continuity of patients' care. We anticipate that in the future, with new procedures put in place to ensure timely review and submission, MHDS will greatly reduce or eliminate the need for these retroactive contracts.

Should you have any questions, please contact me at (775) 684-5932.

Thank you for your consideration.

Division of Mental Health & Developmental Services
4126 Technology Way, Suite 201
Carson City, NV 89706
(775) 684-4291
Fax: (775) 684-5966

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12972**

Agency Name: MENTAL HEALTH AND DEVELOPMENTAL SERVICES	Legal Entity Name: ALAMO MANAGEMENT GROUP INC
Agency Code: 408	Contractor Name: ALAMO MANAGEMENT GROUP INC
Appropriation Unit: 3168-15	Address: 1561 VIA ROMERO
Is budget authority available?: Yes	City/State/Zip: ALAMO, CA 94507-1527
If "No" please explain: Not Applicable	Contact/Phone: null925/855-8977
	Vendor No.: T29027556
	NV Business ID: NV20111188944

To what State Fiscal Year(s) will the contract be charged? **2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/02/2012**

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **04/12/2012**

Contract term: **10 days**

4. Type of contract: **Contract**

Contract description: **Training**

5. Purpose of contract:

This is a new contract to provide ongoing investigations training to Division of Mental Health and Developmental Services' 85 statewide investigators.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to Division of Mental Health and Developmental Services' (MHDS) Policy #4.048, MHDS shall perform agency and division level investigations as part of its ongoing continuous performance improvement process, as well as to protect client and employee safety. These investigations involve grievances alleged by MHDS consumers, their families, advocates and employees. Staff trained in the proper methods of conducting investigations is critical to the completion of these tasks.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees perform investigations but are not necessarily qualified to train others on the subject. The training requires a large amount of research, preparation, curriculum development as well as the actual time spent on training.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Alamo Management Group has access to one of the few repositories of training materials that focuses on public sector investigation training curriculum. The contract also has a proven and successful record of accomplishment and years of experience providing investigations training. Alamo Management Group was the only contractor to respond with a proposal.

d. Last bid date: 11/01/2011 Anticipated re-bid date: 11/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor has provided investigation training for Division of Mental Health and Developmental Services in 2007, 2008 and 2010. The service provided has been rated above standard.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Non-Title 7 Entity**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmurph3	01/06/2012 13:23:35 PM
Division Approval	dprather	01/06/2012 13:25:52 PM
Department Approval	mtorvine	01/17/2012 17:42:02 PM
Contract Manager Approval	rrichar7	01/18/2012 08:45:09 AM
Budget Analyst Approval	rhage1	01/20/2012 09:38:02 AM
BOE Agenda Approval	jteska	01/20/2012 15:59:24 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12509**

Agency Name:	MENTAL HEALTH AND DEVELOPMENTAL SERVICES	Legal Entity Name:	Nevada System of Higher Education
Agency Code:	408	Contractor Name:	Nevada System of Higher Education
Appropriation Unit:	3168-20	Address:	Pennington Bldg. Mailstop 332
Is budget authority available?:	Yes	City/State/Zip:	Reno, NV 89557
If "No" please explain:	Not Applicable	Contact/Phone:	null775-784-6003
		Vendor No.:	
		NV Business ID:	D35000816

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 02/2012

Retroactive? **Yes**

If "Yes", please explain

The contract was to start on July 1, 2011; however, due to unexpected, lengthy negotiations and subsequent revisions to the documentation, contract preparation and submission was regrettably delayed. Since this vendor provides necessary psychiatric residency training and services to the Divisions hospital facilities and its consumers, services were provided prior to approval of the contract to ensure continuity of operation.

3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **Psych residency**

5. Purpose of contract:

This is a new contract to provide ongoing postgraduate psychiatric residency services and training for University of Nevada School of Medicine residents at the Northern and Southern Nevada Mental Health Services facilities in Sparks and Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,620,586.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Pursuant to NRS 277.180, the Division is authorized to contract with other governmental agencies for the provision of services. Psychiatric residency services provide valuable training for residents and clinical psychiatric services to consumers at the Division's facilities in Las Vegas and Sparks.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Services provided by psychiatric residents also provide training for medical school postgraduates by current medical staff at the Division's facilities, as well as assist in delivering necessary mental health services to consumers.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

In accordance with NRS 277.180, the Division has contracted with the University medical school to provide postgraduate psychiatric residents with training and assist in delivery of behavioral health services to consumers.

d. Last bid date: 04/01/2011 Anticipated re-bid date: 04/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor has provided psychiatric residents for training and delivery of services to mental health consumers at the Division's mental health agencies. Performance has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmurph3	12/22/2011 13:36:42 PM
Division Approval	dprather	01/04/2012 10:20:39 AM
Department Approval	mtorvine	01/06/2012 14:19:00 PM
Contract Manager Approval	khawkin1	01/06/2012 16:05:04 PM
Budget Analyst Approval	rhage1	01/13/2012 11:40:42 AM
BOE Agenda Approval	jteska	01/23/2012 16:09:39 PM
BOE Final Approval	Pending	



**State of Nevada
Department of Health & Human
Services
Division of Mental Health &
Developmental Services**

Memo

To: Robin Hager, Budget Analyst, Budget Division
From: Rachel Richards, Management Analyst I
CC: Dave Prather, ASO IV
Subject: Retroactive status for University of Nevada School of Medicine contract
Date: December 12, 2011

Request for Retroactive Approval

Please consider this request for retroactive approval for the contract referenced here.

The contract was to start on July 1, 2011; however, due to unexpected, lengthy negotiations and subsequent revisions to the documentation, contract preparation and submission was regrettably delayed. Since this vendor provides necessary psychiatric residency training and services to the Division's hospital facilities and its consumers, services were provided prior to approval of the contract to ensure continuity of operation. We anticipate that in the future, with new procedures put in place to ensure timely review and submission, we will greatly reduce or eliminate the need for these retroactive contracts.

Should you have any questions, please contact me at (775) 684-5932.

Thank you for your consideration.

Division of Mental Health & Developmental Services
4126 Technology Way, Suite 201
Carson City, NV 89706
(775) 684-5968
Fax: (775) 684-5964

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12887**

Agency Name: MENTAL HEALTH AND DEVELOPMENTAL SERVICES	Legal Entity Name: County of Washoe
Agency Code: 408	Contractor Name: County of Washoe
Appropriation Unit: 3280-00	Address: PO Drawer 11130
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89520
If "No" please explain: Not Applicable	Contact/Phone: null775-328-2000
	Vendor No.:
	NV Business ID: Not Applicable

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue from County

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 12/2011

Retroactive? **Yes**

If "Yes", please explain

The contract was to start on July 1, 2011; however, due to unexpected, lengthy negotiations the contract submission was regrettably delayed. This agreement authorizes the Division to contract with the County to continue to provide services to children with developmental disabilities and to reimburse the Division the non-federal share of funding as payment for services. NRS 435.020 obligated the State to continue to provide these services to ensure continuity of patients' care.

3. Termination Date: **06/30/2013**

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **County of Washoe**

5. Purpose of contract:

This is a new revenue contract to provide services to children with developmental disabilities and the County to reimburse Division of Mental Health and Developmental Services the non-federal share of funding as payment for services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,173,949.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 435.010 and NRS 435.020 Mental Health and Developmental Services is obligated to provide services to children with developmental disabilities and the County to reimburse MHDS the non-federal share of funding as payment for services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Not Applicable. State employees are providing the services for the County.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Not Applicable. Division of Mental Health and Developmental Services is currently providing the services.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rforderh	12/14/2011 16:35:40 PM
Division Approval	cmurph3	12/14/2011 16:36:24 PM
Department Approval	mtorvine	12/19/2011 15:58:54 PM
Contract Manager Approval	khawkin1	12/21/2011 15:31:28 PM
Budget Analyst Approval	rhage1	01/04/2012 13:29:19 PM
BOE Agenda Approval	jteska	01/05/2012 11:29:05 AM
BOE Final Approval	Pending	



**State of Nevada
Department of Health & Human
Services
Division of Mental Health &
Developmental Services**

Memo

To: Robin Hager, Budget Analyst, Budget Division
From: Rachel Richards, Management Analyst I
CC: Dave Prather, ASO IV
Subject: Retroactive status for The County of Washoe
Date: November 3, 2011

Request for Retroactive Approval

Please consider this request for retroactive approval for the contract referenced here.

The contract was to start on July 1, 2011; however, due to unexpected, lengthy negotiations the contract negotiation and submission were regrettably delayed. This Interlocal Agreement authorizes Mental Health and Developmental Services (MHDS) to contract with the County to continue to provide services to children with developmental disabilities and the County to reimburse MHDS the non-federal share of funding as payment for services per NRS 435.010. The critical nature of these services and NRS 435.020 obligated the State to continue to provide these services in the absence of a formal contract to ensure continuity of patients' care. We anticipate that in the future, with new procedures put in place to ensure timely review and submission, MHDS will greatly reduce or eliminate the need for these retroactive contracts.

Should you have any questions, please contact me at (775) 684-5932.

Thank you for your consideration.

Division of Mental Health & Developmental Services
4126 Technology Way, Suite 201
Carson City, NV 89706
(775) 684-4291
Fax: (775) 684-5966

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12906**

Agency Name:	ADJUTANT GENERAL & NATL GUARD	Legal Entity Name:	BlueScope Construction, Inc
Agency Code:	431	Contractor Name:	BlueScope Construction, Inc
Appropriation Unit:	3650-10	Address:	PO BOX 419917 1540 Genessee Street Kansas City, MO 64141
Is budget authority available?:	Yes	City/State/Zip:	Kansas City, MO 64141
If "No" please explain:	Not Applicable	Contact/Phone:	Tim Michum 816/245-6000
		Vendor No.:	
		NV Business ID:	NV19781008275

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: NVMD #035-2011

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/10/2012**Contract term: **159 days**4. Type of contract: **Contract**Contract description: **B-19 Barn Enclosure**

5. Purpose of contract:

This is a new contract to design, engineer, assemble, construct and warranty a new enclosure to the existing B-19 pole barn 3-sided Butler Building with the same materials and methods as existing construction to include insulated overhead coiling doors, man doors, windows and electricity at the B-19 Range at the Fallon Naval Air Station.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$52,278.00**

Other basis for payment: as invoiced, not to exceed \$52,278.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Due to the huge bird infestation at this location; an enclosure of the pole barn is necessary. This will provide protection to all personnel and equipment at Fallon Naval Range B-19. This enclosure will help reduce the bird to human contact, especially of hazardous material the birds leave behind.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not possess requisite skills and certifications to design/engineer/install/construct the new components.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Vendor is a licensed Butler brand dealer, has requisite skills and certifications to perform the professional design and construction required for this project.

d. Last bid date: 12/09/2011 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmcentee	12/16/2011 12:38:21 PM
Division Approval	jmcentee	12/16/2011 12:38:24 PM
Department Approval	jmcentee	12/16/2011 12:38:27 PM
Contract Manager Approval	jmcentee	12/16/2011 12:38:29 PM
Budget Analyst Approval	jborrowm	12/23/2011 13:59:22 PM
Team Lead Approval	jborrowm	12/23/2011 14:09:02 PM
BOE Agenda Approval	jteska	12/27/2011 10:12:07 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12978**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: HERSHENOW & KLIPPENSTEIN
Agency Code: 431	Contractor Name: HERSHENOW & KLIPPENSTEIN
Appropriation Unit: 3650-10	Address: ARCHITECTS INC
Is budget authority available?: Yes	5485 RENO CORPORATE DR STE 100
If "No" please explain: Not Applicable	RENO, NV 89511-2262
	Contact/Phone: Max Hershenow AIA 775/332-6640
	Vendor No.: T80984709
	NV Business ID: NV19941047730

To what State Fiscal Year(s) will the contract be charged? **2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 022-2012

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **04/30/2012**Contract term: **88 days**4. Type of contract: **Contract**Contract description: **Stead CLSRM/Laundry**

5. Purpose of contract:

This is a new contract to design plans for a new classroom and laundry facility. The Stead Training Center has seen an increase in student attendance in the recent years and will need additional structures to support this increase. The National Guard Bureau has specific requirements for the classroom environment and laundry facilities in relation to the number of students.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,510.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

This is a new contract to design plans for a new classroom and laundry facility. The Stead Training Center has seen an increase in student attendance in the recent years and will need additional structures to support this increase. The National Guard Bureau has specific requirements for the classroom environment and laundry facilities in relation to the number of students.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not possess requisite skills and certifications to design buildings.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Per NAC 333.150 vendor has requisite skills and certifications to perform the professional design.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmcentee	01/10/2012 17:49:07 PM
Division Approval	jmcentee	01/10/2012 17:49:10 PM
Department Approval	jmcentee	01/10/2012 17:49:12 PM
Contract Manager Approval	jmcentee	01/10/2012 17:49:15 PM
Budget Analyst Approval	jborrowm	01/13/2012 14:07:51 PM
BOE Agenda Approval	jteska	01/20/2012 15:27:03 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12979**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: HERSHENOW & KLIPPENSTEIN
Agency Code: 431	Contractor Name: HERSHENOW & KLIPPENSTEIN
Appropriation Unit: 3650-10	Address: ARCHITECTS INC
Is budget authority available?: Yes	5485 RENO CORPORATE DR STE 100
If "No" please explain: Not Applicable	RENO, NV 89511-2262
	Contact/Phone: Max Hershenow AIA 775/332-6640
	Vendor No.: T80984709
	NV Business ID: NV19941047730

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 022-2012

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/14/2013**Contract term: **1 year and 14 days**4. Type of contract: **Contract**Contract description: **Stead laundry upgrad**

5. Purpose of contract:

This is new contract to provide design documents to alter the existing laundry facilities to incorporate additional equipment. These documents will illustrate the additional electrical and plumbing required to support the increase in equipment.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,650.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

This is new contract to provide design documents to alter the existing laundry facilities to incorporate additional equipment. These documents will illustrate the additional electrical and plumbing required to support the increase in equipment.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not possess requisite skills and certifications to design electrical plumbing documents.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Per NAC 333.150, vendor has requisite skills and certifications to perform the professional design work for the electrical and plumbing.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmcentee	01/10/2012 18:08:27 PM
Division Approval	jmcentee	01/10/2012 18:08:29 PM
Department Approval	jmcentee	01/10/2012 18:08:31 PM
Contract Manager Approval	jmcentee	01/10/2012 18:08:34 PM
Budget Analyst Approval	jborrowm	01/13/2012 14:48:42 PM
BOE Agenda Approval	jteska	01/20/2012 15:23:16 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12976**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: NEVADA POWER COMPANY
Agency Code: 431	Contractor Name: NEVADA POWER COMPANY
Appropriation Unit: 3650-10	Address: DBA NV ENERGY PO BOX 98910 M/S B54RN
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89193-8910
If "No" please explain: Not Applicable	Contact/Phone: Steve Terry 702/402-6745
	Vendor No.: T27014319A
	NV Business ID: NV19651000537

To what State Fiscal Year(s) will the contract be charged? **2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **3000023607**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/10/2012**

Anticipated BOE meeting date **02/2012**

Retroactive? **Yes**

If "Yes", please explain

The National Guard is providing and installing an Engagement Skills Trainer at no cost to the Nevada National Guard or the Office of the Military. The timeline is such that we would incur demobilization and remobilization charges if the electricity could not be established to complete the project. As this is a utility, NV Energy is the only provider.

3. Termination Date: **05/07/2012**

Contract term: **117 days**

4. Type of contract: **Contract**

Contract description: **NV Energy Virtual**

5. Purpose of contract:

This is a new contract for electrical work on an Engagement Skills Training Facility at the Floyd Edsall Training Center. NV Energy will provide and install primary conductors from various NV Energy electrical vaults located underground. This includes the utility to provide all cable, a pad-mounted transformer and a meter.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$33,240.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Provide electrical work for an Engagement Skills Training Facility at the Floyd Edsell Training Center. NV Energy will provide and install EST 1/0 Tri primary electrical conductors from various NV Energy electrical vaults.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not possess requisite skills and certifications to perform NV Energy electrical work.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Per NAC 333.150 vendor has requisite skills and certifications to perform the NV Energy professional electrical work

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmcentee	01/10/2012 14:41:06 PM
Division Approval	jmcentee	01/10/2012 14:41:09 PM
Department Approval	jmcentee	01/20/2012 13:32:11 PM
Contract Manager Approval	jmcentee	01/20/2012 13:32:15 PM
Budget Analyst Approval	jborrowm	01/20/2012 14:07:26 PM
BOE Agenda Approval	jteska	01/20/2012 15:51:29 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
Governor

STATE OF NEVADA OFFICE OF THE MILITARY

Office of the Adjutant General
2460 Fairview Drive
Carson City, Nevada 89701-6807



WILLIAM R. BURKS
Brigadier General
The Adjutant General

January 10, 2012

MEMORANDUM

To: John Borrowman, Budget Analyst IV
Department of Administration, Budget Division

From: Jennifer McEntee, Administrative Services Officer II
State Administrative Office *Jennifer McEntee*

Subject: Justification for Retroactive Approval

As required by State Administrative Manual, Section 0324.0, Item 7, the following justification is provided to request retroactive approval of the attached contract between NV Energy and the State of Nevada, Office of the Military, effective January 10, 2012.

This is a new contract for electrical work on an Engagement Skills Training Facility at the Floyd Edsall Training Center. NV Energy will provide and install primary conductors from various NV Energy electrical vaults located underground. This includes all cable, a pad-mounted transformer and a meter.

Your favorable approval of the retroactive start date would be greatly appreciated to allow us to proceed while the resources are available to complete this project. The National Guard is providing and installing an Engagement Skills Trainer at no cost to the Nevada National Guard or the Office of the Military. The timeline is such that we would incur demobilization and remobilization charges if the electricity could not be established to complete the project. As this is a utility, NV Energy is the only provider.

If you need additional information or explanation, please contact me.

RECEIVED

JAN 11 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13006**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: OTIS ELEVATOR CO DBA
Agency Code: 431	Contractor Name: OTIS ELEVATOR CO DBA
Appropriation Unit: 3650 - All Categories	Address: NEVADA ELEVATOR CO 725 TRADEMARK DR STE 102
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89521
If "No" please explain: Not Applicable	Contact/Phone: null775/322-5411
	Vendor No.: T60153142C
	NV Business ID: NV19441000038

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	25.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	75.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/12/2015**

Contract term: **3 years and 346 days**

4. Type of contract: **Contract**

Contract description: **Elevator Inspections**

5. Purpose of contract:

This is a new contract to provide annual inspections and monthly lubrication services for multiple elevators for the agency as required by NRS and NAC.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,046.00**

Payment for services will be made at the rate of \$293.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 455C.100, the owner of a boiler, elevator or pressure vessel must obtain a permit issued by the Division before the boiler, elevator or pressure vessel may be operated.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Per NAC 455C.504(2), the State of Nevada Attorney General's office has interpreted that the required monthly testing and a Maintenance Control Program, required to obtain a permit, must be performed by a licensed elevator mechanic.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor had the lowest contract price as well as the lowest hourly rate for repairs not included in the monthly pricing.

d. Last bid date: Anticipated re-bid date: 09/30/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmcentee	01/11/2012 09:01:49 AM
Division Approval	jmcentee	01/11/2012 09:01:51 AM
Department Approval	jmcentee	01/11/2012 09:01:53 AM
Contract Manager Approval	jmcentee	01/11/2012 09:01:55 AM
Budget Analyst Approval	jborrowm	01/13/2012 11:17:07 AM
BOE Agenda Approval	jteska	01/20/2012 15:29:05 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13004**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: PURCELL KROB ELECTRICAL PROF
Agency Code: 431	Contractor Name: PURCELL KROB ELECTRICAL PROF
Appropriation Unit: 3650-10	Address: PK ELECTRICAL INC 681 SIERRA ROSE DR STE B RENO, NV 89511
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511
If "No" please explain: Not Applicable	Contact/Phone: Karen D. Purcell, PE 775/826-9010
	Vendor No.: T81016802
	NV Business ID: nv19961128650

To what State Fiscal Year(s) will the contract be charged? **2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 020-2012

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/14/2012**

Contract term: **133 days**

4. Type of contract: **Contract**

Contract description: **CSMS HVAC delta cont**

5. Purpose of contract:

This is a new contract to provide the design documents for multiple options for utilizing a photovoltaic generator system to provide hot water systems. This will reduce the natural gas consumption and monitor the HVAC system using Delta controls.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$27,400.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract to provide the design documents for multiple options for utilizing a photovoltaic generator system to provide hot water systems. This will reduce the natural gas consumption and monitor the HVAC system using Delta controls.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not possess requisite skills and certifications of for professional electrical design

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Per NAC 333.150 vendor has requisite skills and certifications to perform the professional electrical design.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmcentee	01/11/2012 09:06:36 AM
Division Approval	jmcentee	01/11/2012 09:06:38 AM
Department Approval	jmcentee	01/11/2012 09:06:40 AM
Contract Manager Approval	jmcentee	01/11/2012 09:06:42 AM
Budget Analyst Approval	jborrowm	01/13/2012 14:41:33 PM
BOE Agenda Approval	jteska	01/20/2012 15:24:40 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13003**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: Reno Concrete Inc
Agency Code: 431	Contractor Name: Reno Concrete Inc
Appropriation Unit: 3650-10	Address: P.O Box 34210
Is budget authority available?: Yes	City/State/Zip: reno, nv 89533
If "No" please explain: Not Applicable	Contact/Phone: Michael Popejoy 775-829-2200
	Vendor No.:
	NV Business ID: nv19951114070

To what State Fiscal Year(s) will the contract be charged? **2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 016-2012

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/14/2012**

Contract term: **133 days**

4. Type of contract: **Contract**

Contract description: **Stead Concrete**

5. Purpose of contract:

This is a new contract to establish a foundation for a new tent structure at the Stead Training Facility. This tent structure will be used as a shelter, storage, and provide protection for training equipment. This concrete foundation will support this tent and the items that will be stored inside.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$26,100.00**

Payment for services will be made at the rate of \$26,100.00 per Job

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract to establish a foundation for a new tent structure. This tent structure will be used as a shelter, storage, and provide protection for training equipment. This concrete foundation will support this tent and the items that will be stored inside.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not possess requisite skills and certifications to perform the installation that will meet state/federal laws, code ordinances and regulations.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

NRS 338.13862 1(b) the amount to perform the construction is less than 100K and has met at least three properly licensed contractors

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmcentee	01/11/2012 13:05:00 PM
Division Approval	jmcentee	01/11/2012 13:05:03 PM
Department Approval	jmcentee	01/11/2012 13:05:40 PM
Contract Manager Approval	jmcentee	01/11/2012 13:05:43 PM
Budget Analyst Approval	jborrowm	01/19/2012 16:05:45 PM
BOE Agenda Approval	jteska	01/20/2012 15:41:47 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12965**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: K-9 Sweeps, LLC
Agency Code: 440	Contractor Name: K-9 Sweeps, LLC
Appropriation Unit: 3710-09	Address: 8201 Woodland Prairie Ave.
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89129
If "No" please explain: Not Applicable	Contact/Phone: Joseph Restifo 702.586.5179
	Vendor No.: T27029079
	NV Business ID: NV20081189034
To what State Fiscal Year(s) will the contract be charged?	2012-2013

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/28/2011**

Anticipated BOE meeting date 02/2012

Retroactive? **Yes**

If "Yes", please explain

This was declared an emergency, per NRS 332.112, due to the potential health risks to the staff and inmates if not handled immediately.

3. Termination Date: **12/31/2012**

Contract term: **1 year and 4 days**

4. Type of contract: **Contract**

Contract description: **Pest Control**

5. Purpose of contract:

This is a new contract to provide emergency pest eradication services at Casa Grande Transitional Housing facility.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,950.00**

Other basis for payment: Upon completion of treatment and submission of invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

For the health and safety of staff and inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Corrections does not have the expertise and/or equipment necessary. No other State agency provides these services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The current pest control contractor was solicited for bids, but was not able to provide the eradication services as necessary. Out of all other vendors contacted that specialize in this type of service, K-9 Sweeps LLC was the only one willing to bid on this type of facility.

d. Last bid date: 12/01/2011 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbec2	01/09/2012 09:12:23 AM
Division Approval	bfarris	01/09/2012 11:21:16 AM
Department Approval	dreed	01/10/2012 13:28:59 PM
Contract Manager Approval	cphenix	01/11/2012 15:14:41 PM
Budget Analyst Approval	sbrown	01/13/2012 15:16:16 PM
BOE Agenda Approval	jburry	02/02/2012 09:43:41 AM
BOE Final Approval	Pending	

**STATE OF NEVADA
DEPARTMENT OF CORRECTIONS
MEMORANDUM**

TO: Susan Brown, Budget Analyst IV

DATE: January 11, 2012

FROM: Christine Phenix, Contract Manager *CPhenix*

SUBJECT: Retroactive Contract – K9 Sweeps, LLC

The contract between K9 Sweeps, LLC and Nevada Department of Corrections (NDOC) was declared an emergency per NRS 332.112, and is retroactive from December 28, 2011.

It was verified that CG has a severe issue with bed bugs in over 90% of both inmate housing units and in staff buildings B and C. It was declared an emergency due to the potential health risks to staff and inmates at Casa Grande (CG) and due to the fact that many of the inmates housed there often move back and forth throughout the prison system and could potentially be a statewide health issue if not handled immediately.

If you have any questions regarding this contract please contact me at (775) 887-3347.

Christine Phenix - Fwd: RE: FW: Emergency Declaration

From: Betty Farris
To: Christine Phenix
Date: 12/28/2011 3:28 PM
Subject: Fwd: RE: FW: Emergency Declaration
CC: Dan Beck; Deb Reed; Denise Martinez

FYI..... Let's go forward with this.

>>> Kimberlee Tarter <ktarter@admin.nv.gov> 12/28/2011 3:07 PM >>>
Opps, yes it is 333.700... not .370... one extra 3 and not enough 0s!

From: Betty Farris [mailto:bfarris@doc.nv.gov]
Sent: Wednesday, December 28, 2011 3:05 PM
To: Kimberlee Tarter
Subject: Re: FW: Emergency Declaration

I wanted to be sure to reference the correct NRS in the future, and was wondering if you meant NRS 333.700 rather than .370?

Thanks!

>>> Kimberlee Tarter <ktarter@admin.nv.gov> 12/28/2011 1:42 PM >>>

Hello Betty,

Please consider this email approval to move forward with an emergency contract. It appears you have done due diligence in obtaining quotes; you will need to work with your assigned budget analyst for approval of the emergency contract. Pursuant to NRS 333.370, the Clerk of the Board of Examiners has approval authority up to \$25,000 for emergency contracts.

Regards,

Kimberlee

Deputy Administrator

Purchasing Division

From: Betty Farris <bfarris@doc.nv.gov>
Date: December 28, 2011 9:40:12 AM PST
To: Greg Smith <gmsmith@admin.nv.gov>
Subject: Emergency Declaration

Well, we almost made it six months before having to declare another emergency.

The Nevada Department of Corrections (NDOC) is declaring an emergency per NRS 353.263 for Casa Grande Transitional Housing (CGTH). Funding will be from the Director's Office, Extraordinary Maintenance Expense category.

It has been verified that Casa Grande Transitional Housing has an severe issue with bed bugs in over 90% of both inmate housing units and staff buildings B and C. K9 Sweeps was the only pest control vendor that was willing to bid on this type of facility, and was able to provide both verification of the infestation and a satisfactory plan for eradication.

We are requesting an emergency contract with K9 Sweeps in the amount of \$14,950 due to the fact that many of the inmates housed at Casa Grande often move back and forth throughout the prison system and this could potentially be a statewide health issue of not handled immediately.

NRS 332.112 Emergency contracts.

1. For the purposes of this section, an "emergency" is one which:
 - (b) May lead to impairment of the health, safety or welfare of the public if not immediately attended to.

If you have any questions, please contact me.

Thanks again for your help and prompt response.

Betty

Betty Farris
Acting Chief of Fiscal Services
NDOC
(775)887-3346
bfarris@doc.nv.gov

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 10706	Amendment Number: 2
Agency Name: WILDLIFE	Legal Entity Name: SWCA, Inc.
Agency Code: 702	Contractor Name: SWCA, Inc.
Appropriation Unit: 4466-13	Address: 114 N. San Francisco Street Suite 100
Is budget authority available?: Yes	City/State/Zip: Flagstaff, Az 86001
If "No" please explain: Not Applicable	Contact/Phone: null928-774-5500
	Vendor No.: T27024217A
	NV Business ID: NV20011181091

To what State Fiscal Year(s) will the contract be charged? **2010-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	25.00 %	Fees	0.00 %
X Federal Funds	75.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 10-49

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/13/2010**

Anticipated BOE meeting date 02/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **03/01/2012**

Contract term: **2 years and 354 days**

4. Type of contract: **Contract**

Contract description: **Flycatcher survey**

5. Purpose of contract:

This is an amendment to the original contract for surveying and monitoring an endangered species of bird in support of recovery actions to ultimately de-list the species. This amendment extends the termination date from March 1, 2012 to April 1, 2013 and increases the maximum amount from \$44,948 to \$67,422 to allow for additional data to be gathered and more birds to be banded and tracked to continue efforts at de-listing.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$22,474.00
2. Total amount of any previous contract amendments:	\$22,474.00
3. Amount of current contract amendment:	\$22,474.00
4. New maximum contract amount:	\$67,422.00
and/or the termination date of the original contract has changed to:	04/01/2013

II. JUSTIFICATION

7. What conditions require that this work be done?

The species is endangered, and our federal Section 6 (Endangered Species Act) funding requires us to do this work, otherwise we will lose the Section 6 funding and not have data to support recovery of the species.
Funding is 75% federal.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Previous experience has proven that it is difficult to recruit and retain qualified individuals with the skills and abilities necessary to complete this work. Surveys are time-intensive and available current staff time is limited. Additionally, by SWCA completing the work, data from all known breeding sites in Nevada may be incorporated into their comprehensive database, analysis, covering the entire metapopulation of flycatchers for this respective Recovery Unit, which will contribute to de-listing actions.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

SWCA possess exceptional skills and abilities pertaining to carrying out these surveys and collecting these specialized data. SWCA currently collects all other flycatcher data for Nevada and developed and maintains the only comprehensive flycatcher database, analysis and reporting for the region, and by having them conduct this work, a more complete and thorough analysis of flycatcher breeding and demography can be produced, leading to improved recovery efforts.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Arizona Game & Fish Department recently and NDOW (current contract). Results were very satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mkrumena	01/09/2012 08:19:09 AM
Division Approval	mkrumena	01/09/2012 08:19:12 AM
Department Approval	mkrumena	01/09/2012 08:19:15 AM
Contract Manager Approval	mkrumena	01/09/2012 08:19:18 AM
Budget Analyst Approval	kkolbe	01/11/2012 14:52:47 PM
BOE Agenda Approval	jmurph1	01/18/2012 11:16:38 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12998**

Agency Name: PARKS DIVISION	Legal Entity Name: DOUGLAS COUNTY PARKS&REC DEPT
Agency Code: 704	Contractor Name: DOUGLAS COUNTY PARKS&REC DEPT
Appropriation Unit: 4162-60	Address: PO BOX 218
Is budget authority available?: Yes	City/State/Zip: MINDEN, NV 89423
If "No" please explain: Not Applicable	Contact/Phone: Steve Mokrohisky 7757829828
	Vendor No.: T80466830
	NV Business ID: n/a

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: **02/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **1 year and 149 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Dangberg Ranch**

5. Purpose of contract:

This is a new interlocal agreement to transfer funds to Douglas County Parks and Recreation for the operation of Danberg Ranch. The transfers were approved by the 2011 Legislature.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,462.00**

Other basis for payment: \$9,231 per fiscal year

II. JUSTIFICATION

7. What conditions require that this work be done?

Legislatively approved budjedt allocates \$9,231 per fiscal year for a total of \$18,462

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State Parks has a funding agreement to assist in support of the park.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	01/10/2012 11:52:34 AM
Division Approval	sdecrona	01/10/2012 11:52:37 AM
Department Approval	sdecrona	01/10/2012 11:52:41 AM
Contract Manager Approval	sdecrona	01/10/2012 11:52:46 AM
Budget Analyst Approval	jrodrig9	01/18/2012 19:20:40 PM
BOE Agenda Approval	jburry	02/02/2012 10:03:45 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12944**

Agency Name: DIVISION OF WATER RESOURCES	Legal Entity Name: U. S. Geological Survey
Agency Code: 705	Contractor Name: U. S. Geological Survey
Appropriation Unit: 4157-10	Address: 2730 Deer Run Road
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89701
If "No" please explain: Not Applicable	Contact/Phone: Steve Berris 775-887-7600
	Vendor No.: T80838030
	NV Business ID: N/A
To what State Fiscal Year(s) will the contract be charged? 2012-2013	
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.	
General Funds 0.00 %	Fees 0.00 %
X Federal Funds 50.00 %	Bonds 0.00 %
Highway Funds 0.00 %	X Other funding 50.00 % Basin Funds 17.69% and Pass Through Funds 32.31%

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 02/2012

Retroactive? **Yes**

If "Yes", please explain

The contract was not received from the U.S. Geological Survey until after October 1, 2011, and the necessary paperwork was not received from the Southern Nevada Water Authority until December 21, 2011.

3. Termination Date: **09/30/2012**

Contract term: **1 year**

4. Type of contract: **Cooperative Agreement**

Contract description: **Southeast JFA**

5. Purpose of contract:

This is a new cooperative agreement to provide ongoing monitoring programs of water resources in Southern and Eastern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$640,376.00**

Payment for services will be made at the rate of \$160,094.00 per quarter

Other basis for payment: State of Nevada and Southern Nevada Water Authority portion is \$80,047 per quarter. Federal portion is \$80,047 per quarter.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is an on-going data collection program instituted to provide information regarding hydrologic conditions in the region. This information is necessary for the administration of the region's water resources.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The U.S. Geological Survey has the scientists, equipment and expertise to provide the products and services.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The U.S. Geological Survey has the necessary equipment in place and experience in delivering the desired product, and the State Engineer is authorized to enter into agreements with the U.S. Geological Survey under NRS 532.170.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Division of Water Resources has executed many agreements with the U.S. Geological Survey that have resulted in many products widely used by governmental agencies and the public. The results have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bkordono	12/23/2011 13:58:56 PM
Division Approval	bkordono	12/23/2011 13:59:01 PM
Department Approval	bkordono	12/23/2011 13:59:08 PM
Contract Manager Approval	bkordono	01/13/2012 16:09:33 PM
Budget Analyst Approval	jrodrig9	01/13/2012 16:20:29 PM
BOE Agenda Approval	jburry	02/02/2012 10:12:21 AM
BOE Final Approval	Pending	



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES**

901 South Stewart Street, Suite 2002
Carson City, Nevada 89701-5250
(775) 684-2800 • Fax (775) 684-2811
<http://water.nv.gov>

INTEROFFICE MEMORANDUM

TO: JIM RODRIGUEZ, BUDGET ANALYST
BRYAN STOCKTON, DEPUTY ATTORNEY GENERAL
AUDREY BROOKS-SCOTT, DCNR FISCAL

FROM: MATT DILLON, NDWR 

THROUGH: JASON KING, P.E., STATE ENGINEER

SUBJECT: JOINT FUNDING AGREEMENT FOR SOUTHERN AND EASTERN NEVADA
HYDROLOGIC MONITORING PROGRAM

DATE: 12/21/2012

Accompanying this memorandum are the Joint Funding Agreement (JFA) and associated documents for the Southern and Eastern Nevada Hydrology Program for fiscal years 2012-2013. The contract start date for the JFA is October 1, 2011. The Division apologizes for the delay in the submitting of the forms. Documents necessary for the processing of the JFA have just recently been received (December 21, 2011) from the Southern Nevada Water Authority (SNWA). Receipt of the documents prior to processing the JFA was necessary as they are the authorizing instruments approved by the SNWA Board that allow for contributing funding to the JFA. Funding for this program is from B/A 4211, category 10 and pass through money from the SNWA, B/A 4157, category 10.

Should you have any questions or comments regarding this matter, please contact Matt Dillon at (775) 684-2856.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12851**

Agency Name: FORESTRY DIVISION	Legal Entity Name: Davey Resource Group, A Division of The Davey Tree Expert Company	Contractor Name: Davey Resource Group, A Division of The Davey Tree Expert Company
Agency Code: 706	Address: 7627 Morro Road	
Appropriation Unit: 4195-60	City/State/Zip: Atascadero, CA 93422	
Is budget authority available?: Yes	Contact/Phone: Dana Karcher 805-461-7500	
If "No" please explain: Not Applicable	Vendor No.:	
	NV Business ID: NV19971266821	

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: NDF12-008

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **1 year and 180 days**

4. Type of contract: **Contract**

Contract description: **Tree Inventory**

5. Purpose of contract:

This is a new contract to conduct a tree inventory of public trees in the built-up areas of Clark County, NV. The tree inventory will pertain to publicly-maintained trees in designated public facilities and streetscape areas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$420,000.00**

Payment for services will be made at the rate of \$0.00 per N/A

Other basis for payment: Upon agency's approval of received invoice(s) not to exceed \$420,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The need to inventory, assess and manage urban trees is identified as a priority in the Nevada Division of Forestry's state assessment and strategies. The Division's UrbanForestry Program received a U.S. Forest Service Western Competitive Grant and an American Recovery and Reinvestment Act (ARRA) grant to fund public tree inventories and assessments in Clark County and the Las Vegas Valley. For the U.S. Forest Service National Urban Forestry Program, tree inventories and urban forestry assessments are a high priority for funding.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the resources or expertise to conduct an inventory of this nature.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
This vendor was selected based on evaluation criteria and scores.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmeyer	11/17/2011 11:25:11 AM
Division Approval	tmeyer	11/17/2011 11:25:14 AM
Department Approval	tmeyer	11/17/2011 11:25:19 AM
Contract Manager Approval	ldunn	12/01/2011 11:06:29 AM
Budget Analyst Approval	jrodrig9	12/01/2011 19:28:04 PM
Team Lead Approval	cwatson	12/15/2011 13:00:50 PM
BOE Agenda Approval	jburry	01/30/2012 13:38:56 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12917**

Agency Name: **FORESTRY DIVISION**

Agency Code: **706**

Appropriation Unit: **4195-58**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **Flight Check Limited**

Contractor Name: **Flight Check Limited**

Address: **5905 McCart Avenue**

City/State/Zip: **Fort Worth, TX 76133**

Contact/Phone: **Randy Bechtel 817-346-9220**

Vendor No.: **T27025224**

NV Business ID: **NV20111760235**

To what State Fiscal Year(s) will the contract be charged? **2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NDF12-007**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: **02/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2012**

Contract term: **149 days**

4. Type of contract: **Contract**

Contract description: **Flight training**

5. Purpose of contract:

This is a new contract to provide ongoing onsite training, both ground and flight, to pilots flying Nevada Division of Forestry's Bell UH-1H series helicopters. Training will be provided to up to six pilots and will include ground school not limited to airspace, part 61 and 91 regulations, systems for the UH-1, limitations and weight and balance; and flight training not limited to normal procedures (pre-flight, engine start, systems checks, normal takeoff and approach, max performance takeoff and steep approach) and emergency procedures (touchdown auto-rotations, engine failure at a hover, termination with power, hydraulics off procedure and tail rotor failures (stuck pedal). The class is specific to the needs of NDF pilots so if they choose to add or customize training, i.e mountain flying and external load operations, the instructor will accommodate the course.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,300.00**

Other basis for payment: \$2,250/day for flight school, plus travel expenses at GSA rates and upon training completion and approval of invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

Training for pilots is mandatory per federal and state law. The Bell UH-1H helicopters that the Division of Forestry flies have had many modifications to fit the agency's mission. This training is provided in the Division's modified helicopter rather than in a standard UH-1H.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No state employees are licensed to provide Bell UH-1H series specific flight and ground school training.

9. Were quotes or proposals solicited? Yes
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Most cost effective and they make the course specific to Division of Forestry needs. Training must be tailored to Division's aircraft.

d. Last bid date: 05/13/2011 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contract with Division of Forestry in SFY 10. Service satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmeyer	01/11/2012 12:30:21 PM
Division Approval	tmeyer	01/11/2012 12:30:25 PM
Department Approval	tmeyer	01/11/2012 12:30:28 PM
Contract Manager Approval	ldunn	01/11/2012 13:06:53 PM
Budget Analyst Approval	jrodrig9	01/17/2012 12:27:15 PM
BOE Agenda Approval	jburry	02/02/2012 09:55:17 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12923**

Agency Name: **FORESTRY DIVISION**

Agency Code: **706**

Appropriation Unit: **4195-54**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **Nevada Natural Heritage Program**

Contractor Name: **Nevada Natural Heritage Program**

Address: **901 S. Carson Street**

City/State/Zip: **Carson City, NV 89701**

Contact/Phone: **Jennifer Newmark 775.684.2900**

Vendor No.:

NV Business ID: **Govt. Entity**

To what State Fiscal Year(s) will the contract be charged? **2012-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NDF12-009**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **02/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **05/31/2014**

Contract term: **2 years and 119 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Vulnerability Models**

5. Purpose of contract:

This is a new interlocal agreement to provide funding to the Nevada Natural Heritage Program to enhance rare plant conservation by integrating predictive models into the identification of priority conservation targets and long-term monitoring efforts in the Great Basin. This is a new services provided by the Nevada Nautrual Heritage to the Nevada Division of Forestry and is funded 100% with federal grant funds.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$101,049.00**

Other basis for payment: Payable upon quarterly receipt of invoices and reports, not to exceed a total of \$101,049.00.

II. JUSTIFICATION

7. What conditions require that this work be done?

To set conservation priorities, we need to develop methodologies to predict which Great Basin species are most vulnerable to climate change.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees will be doing this work.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

State agency exists for this type of work.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes If "Yes", please explain

Interlocal contract with State agency

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Current contractor with Division of Forestry; satisfactory service

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmeyer	12/20/2011 21:41:32 PM
Division Approval	tmeyer	12/20/2011 21:41:35 PM
Department Approval	tmeyer	12/20/2011 21:41:39 PM
Contract Manager Approval	pmisch	12/21/2011 07:33:47 AM
Budget Analyst Approval	jrodrig9	12/29/2011 12:20:22 PM
BOE Agenda Approval	cwatson	01/10/2012 10:52:59 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12982**

Agency Name: **ENVIRONMENTAL PROTECTION**
 Agency Code: **709**
 Appropriation Unit: **3185-12**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **Churchill County School District**
 Contractor Name: **Churchill County School District**
 Address: **545 E Richards Street**
 City/State/Zip: **Fallon, NV 89406**
 Contact/Phone: **null775-423-5184**
 Vendor No.:
 NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<input checked="" type="checkbox"/>	Fees	25.00 %	Air Permit Fees
<input checked="" type="checkbox"/> Federal Funds	75.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: **DEP 12-029**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **02/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/30/2012**

Contract term: **210 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Preheaters in Buses**

5. Purpose of contract:

This is a new interlocal agreement to provide for the ongoing installation of fuel operated heaters (pre-heaters) in school buses. The installation of these heaters will reduce fuel use and diesel exhaust emissions. The use of fuel operated heaters during cold weather will eliminate unnecessary idling and result in air quality benefits. The effort to retrofit school buses throughout the state with cleaner more fuel efficient components is funded through the U.S. EPA Diesel Emission Reduction Act and has been an ongoing effort of the school districts in Nevada since 2008.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,500.00**

Payment for services will be made at the rate of \$0.00 per Month

Other basis for payment: Payment will be based on the equipment and installations performed during that monthly reporting period. Not to exceed total amount of contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract will help reduce the risk of exposure of school age children to dangerous emissions from diesel school bus engines.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the resources or the expertise to provide these services.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vgatrell	01/10/2012 10:24:41 AM
Division Approval	vgatrell	01/10/2012 10:24:43 AM
Department Approval	rbamford	01/10/2012 16:20:21 PM
Contract Manager Approval	vgatrell	01/11/2012 09:35:47 AM
Budget Analyst Approval	jrodrig9	01/17/2012 13:04:15 PM
BOE Agenda Approval	jburry	02/02/2012 10:11:23 AM
BOE Final Approval	Pending	

Attachment A

Scope of Work

Churchill County School District School Bus Fuel Operated Heaters Pilot Program

Unnecessary school bus idling pollutes the air, wastes fuel, and causes excess engine wear. Idling school buses can pollute air in and around the bus. Exhaust from buses can also enter school buildings through air intakes and doors. Diesel bus exhaust from excessive idling contributes to the air pollution in metropolitan areas and can be a health concern. Idling buses also waste fuel and money. School districts that eliminate unnecessary idling can save a significant amount in fuel costs each year.

As part of the State Clean Diesel Grant Program, the Nevada Division of Environmental Protection (NDEP) will provide funding to Churchill County School District (CCSD) via a subaward in the form of an interlocal contract to install fuel operated heaters in diesel-powered school buses. Use of fuel operated heaters during cold weather will eliminate unnecessary idling and result in air quality benefits.

The duties and obligations of the Nevada Division of Environmental Protection (NDEP) and Churchill County School District (CCSD) (the parties), in addition to those set forth elsewhere in this subaward are as follows:

Install fuel operated heaters in eligible school buses in the Churchill County School District, Nevada thereby reducing fuel use and diesel exhaust emissions.

The CCSD shall:

1. Install fuel operated heaters or preheaters in school buses. The installations will be performed in accordance with the following conditions:
 - a. Only fuel operated (pre)heaters included on the U.S. Environmental Protection Agency's Verified Technologies List for Idle Reduction Technologies that are SmartWay verified for school buses shall be installed;
 - b. Installations should be completed with all components necessary to operate the heater, including digital or analog timer;
 - c. 7 Fuel Operated Compartment/Engine Block Heaters shall be installed on 7 buses in the existing fleet of diesel-powered buses.
2. Prepare and submit monthly invoices to the NDEP for equipment and installations performed during that monthly reporting period. Invoices should include documentation such as copies of receipts or invoices received from suppliers and installation providers. Invoices should also provide the equipment identification information such as serial

numbers, make and model numbers. The final invoice must be submitted to NDEP no later than the 10th of September 2012.

3. Provide the NDEP detailed quarterly reports on the progress of the installations using a spreadsheet made available by NDEP. For work completed during each quarter, the CCSD shall provide information on the spreadsheet form that details each (pre)heaters installation, including the school bus make, model, year of manufacture, VIN, the fuel operated heater make and model number. Quarterly Reports must be submitted by the 15th of the month following each quarter. The final report must be submitted to NDEP by September 30, 2012.
4. At the completion of work, submit to the NDEP a final summary report on the fuel operated (pre)heaters. The report shall contain, at a minimum, an estimate of the fuel savings and the reduced idling time resulting from use of the fuel operated heaters. The report shall also contain a final spreadsheet made available by NDEP, which details all completed (pre)heater installations, including the school bus number, engine make, engine model, engine model year, amount of fuel used (gal/year), annual miles per vehicle, annual idling hours, VIN, annual idling hours reduced, and technology unit installation cost. The final report must be submitted to NDEP by September 30, 2012.

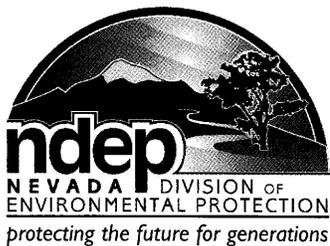
The NDEP shall:

5. Pay monthly invoices submitted by the CCSD during the period of the subaward for equipment and installations performed during that monthly reporting period. Payment of invoices will be paid 30 days after receipt.

BUDGET

7 Fuel Operated Engine Block Heaters at \$875.53 each	\$ 6,129.00
7 Mounting Bracket at \$10.90 each	\$ 77.00
7 Timers at \$60.57 each	\$ 424.00
1 Diagnostic Tool at \$862.50 each	\$ 863.00
1 Freight at \$275 each	\$ 275.00
Total Labor for Installation	\$ 2,100.00
TOTAL COST (Rounded up)	\$ 9,868.00

Expenses are based on the estimated pricing for a Thermo Top 17,000 BTU Webasto unit.



STATE OF NEVADA

Department of Conservation & Natural Resources

DIVISION OF ENVIRONMENTAL PROTECTION

Brian Sandoval, Governor

Leo M. Drozdoff, P.E., Director

Colleen Cripps, Ph.D., Administrator

MEMORANDUM

TO: Board of Examiners

FROM: Rob Bamford, Chief, Bureau of Air Quality Planning

DATE: January 9, 2012

SUBJECT: Interlocal Contract with Churchill County School District

This Interlocal Contract with Churchill County School District will be funded using a federal grant from the U.S. EPA administered under the Diesel Emission Reduction Act (DERA) program. This funding source has been used to fund diesel emission reduction projects in Nevada since 2008.

This contract with the Churchill County School District is a new subpart of an ongoing statewide effort to reduce diesel exhaust emissions.

The purpose of the contract is to install fuel operated engine heaters (also called preheaters) on diesel-powered school buses. The preheaters are then used to reduce unnecessary engine idling during cold weather. This activity is part of a national effort to reduce diesel emissions under the DERA program, which is being implemented in Nevada by the NDEP. Nevada benefits by reducing the exposure of school-age children to harmful diesel exhaust emissions, in addition to anticipated fuel savings.



CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12986**Agency Name: **ENVIRONMENTAL PROTECTION**Agency Code: **709**Appropriation Unit: **3185-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Esmeralda County School District

Contractor Name: **Esmeralda County School District**Address: **P.O. Box 560**City/State/Zip: **Goldfield, NV 89013**

Contact/Phone: null775-485-6382

Vendor No.:

NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	25.00 %	Air Permit Fees
X Federal Funds	75.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: DEP 12-032

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/30/2012**Contract term: **210 days**4. Type of contract: **Interlocal Agreement**Contract description: **Preheaters in Buses**

5. Purpose of contract:

This is a new interlocal agreement to provide for the ongoing installation of fuel operated heaters (pre-heaters) in school buses. The installation of these heaters will reduce fuel use and diesel exhaust emissions. The use of fuel operated heaters during cold weather will eliminate unnecessary idling and result in air quality benefits. The effort to retrofit school buses throughout the state with cleaner more fuel efficient components is funded through the U.S. EPA Diesel Emission Reduction Act and has been an ongoing effort of the school districts in Nevada since 2008.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,500.00**

Payment for services will be made at the rate of \$0.00 per Month

Other basis for payment: Payment will be based on the equipment and installations performed during that monthly reporting period. Not to exceed total amount of contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract will help reduce the risk of exposure of school age children to dangerous emissions from diesel school bus engines.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the resources or the expertise to provide these services.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vgatrell	01/10/2012 10:23:02 AM
Division Approval	vgatrell	01/10/2012 10:23:05 AM
Department Approval	rbamford	01/10/2012 16:21:05 PM
Contract Manager Approval	vgatrell	01/17/2012 14:12:51 PM
Budget Analyst Approval	jrodrig9	01/18/2012 16:53:58 PM
BOE Agenda Approval	jburry	02/02/2012 10:09:12 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12988**

Agency Name: ENVIRONMENTAL PROTECTION	Legal Entity Name: Lincoln County School District
Agency Code: 709	Contractor Name: Lincoln County School District
Appropriation Unit: 3185-12	Address: P.O. Box 118
Is budget authority available?: Yes	City/State/Zip: Panaca, NV 89042
If "No" please explain: Not Applicable	Contact/Phone: null775-962-1159
	Vendor No.:
	NV Business ID: N/A
To what State Fiscal Year(s) will the contract be charged?	2012-2013

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	25.00 % Air Permit Fees
X Federal Funds	75.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: DEP 12-034

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/30/2012**

Contract term: **210 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Preheaters in Buses**

5. Purpose of contract:

This is a new interlocal agreement to provide for the ongoing installation of fuel operated heaters (pre-heaters) in school buses. The installation of these heaters will reduce fuel use and diesel exhaust emissions. The use of fuel operated heaters during cold weather will eliminate unnecessary idling and result in air quality benefits. The effort to retrofit school buses throughout the state with cleaner more fuel efficient components is funded through the U.S. EPA Diesel Emission Reduction Act and has been an ongoing effort of the school districts in Nevada since 2008.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,500.00**

Payment for services will be made at the rate of \$0.00 per Month

Other basis for payment: Payment will be based on the equipment and installations performed during that monthly reporting period. Not to exceed total amount of contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract will help reduce the risk of exposure of school age children to dangerous emissions from diesel school bus engines.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the resources or the expertise to provide these services.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vgatrell	01/10/2012 10:19:38 AM
Division Approval	vgatrell	01/10/2012 10:19:41 AM
Department Approval	rbamford	01/10/2012 16:21:45 PM
Contract Manager Approval	vgatrell	01/17/2012 14:14:31 PM
Budget Analyst Approval	jrodrig9	01/18/2012 19:30:14 PM
BOE Agenda Approval	jburry	02/02/2012 10:11:52 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12995**Agency Name: **ENVIRONMENTAL PROTECTION**Agency Code: **709**Appropriation Unit: **3185-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Lyon County School District

Contractor Name: **Lyon County School District**Address: **25 E Goldfield Street**City/State/Zip: **Yerington, NV 89447**

Contact/Phone: null775-463-6800

Vendor No.:

NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	25.00 %	Air Permit Fees
X Federal Funds	75.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: DEP 12-035

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/30/2012**Contract term: **210 days**4. Type of contract: **Interlocal Agreement**Contract description: **Preheaters in Buses**

5. Purpose of contract:

This is a new interlocal agreement to provide for the ongoing installation of fuel operated heaters (pre-heaters) in school buses. The installation of these heaters will reduce fuel use and diesel exhaust emissions. The use of fuel operated heaters during cold weather will eliminate unnecessary idling and result in air quality benefits. The effort to retrofit school buses throughout the state with cleaner more fuel efficient components is funded through the U.S. EPA Diesel Emission Reduction Act and has been an ongoing effort of the school districts in Nevada since 2008.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,000.00**

Payment for services will be made at the rate of \$0.00 per Month

Other basis for payment: Payment will be based on the equipment and installations performed during that monthly reporting period. Not to exceed total amount of contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract will help reduce the risk of exposure of school age children to dangerous emissions from diesel school bus engines.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the resources or the expertise to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vgatrell	01/10/2012 10:17:10 AM
Division Approval	vgatrell	01/10/2012 10:17:13 AM
Department Approval	rbamford	01/10/2012 16:22:30 PM
Contract Manager Approval	vgatrell	01/17/2012 14:19:57 PM
Budget Analyst Approval	jrodrig9	01/18/2012 16:51:50 PM
BOE Agenda Approval	jburry	02/02/2012 10:08:41 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12989**Agency Name: **ENVIRONMENTAL PROTECTION**Agency Code: **709**Appropriation Unit: **3185-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Nye County School District

Contractor Name: **Nye County School District**Address: **1900 S. Woodships**City/State/Zip: **Pahrump, NV 89048**

Contact/Phone: null775-727-2443

Vendor No.:

NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	25.00 % Air Permit Fees
X Federal Funds	75.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: DEP 12-036

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/30/2012**Contract term: **210 days**4. Type of contract: **Interlocal Agreement**Contract description: **Preheaters in Buses**

5. Purpose of contract:

This is a new interlocal agreement to provide for the ongoing installation of fuel operated heaters (pre-heaters) in school buses. The installation of these heaters will reduce fuel use and diesel exhaust emissions. The use of fuel operated heaters during cold weather will eliminate unnecessary idling and result in air quality benefits. The effort to retrofit school buses throughout the state with cleaner more fuel efficient components is funded through the U.S. EPA Diesel Emission Reduction Act and has been an ongoing effort of the school districts in Nevada since 2008.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$65,000.00**

Payment for services will be made at the rate of \$0.00 per Month

Other basis for payment: Payment will be based on the equipment and installations performed during that monthly reporting period. Not to exceed total amount of contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract will help reduce the risk of exposure of school age children to dangerous emissions from diesel school bus engines.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the resources or the expertise to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vgatrell	01/10/2012 10:23:51 AM
Division Approval	vgatrell	01/10/2012 10:23:54 AM
Department Approval	rbamford	01/10/2012 16:22:00 PM
Contract Manager Approval	vgatrell	01/17/2012 14:20:57 PM
Budget Analyst Approval	jrodrig9	01/18/2012 17:04:27 PM
BOE Agenda Approval	jburry	02/02/2012 10:09:36 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12990**Agency Name: **ENVIRONMENTAL PROTECTION**Agency Code: **709**Appropriation Unit: **3185-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: White Pine County School District

Contractor Name: **White Pine County School District**Address: **1135 Avenue C**City/State/Zip: **Ely, NV 89301**

Contact/Phone: null775-289-4851

Vendor No.:

NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	25.00 % Air Permit Fees
X Federal Funds	75.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: DEP 12-037

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/30/2012**Contract term: **210 days**4. Type of contract: **Interlocal Agreement**Contract description: **Preheaters in Buses**

5. Purpose of contract:

This is a new interlocal agreement to provide for the ongoing installation of fuel operated heaters (pre-heaters) in school buses. The installation of these heaters will reduce fuel use and diesel exhaust emissions. The use of fuel operated heaters during cold weather will eliminate unnecessary idling and result in air quality benefits. The effort to retrofit school buses throughout the state with cleaner more fuel efficient components is funded through the U.S. EPA Diesel Emission Reduction Act and has been an ongoing effort of the school districts in Nevada since 2008.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Payment for services will be made at the rate of \$0.00 per Month

Other basis for payment: Payment will be based on the equipment and installations performed during that monthly reporting period. Not to exceed total amount of contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract will help reduce the risk of exposure of school age children to dangerous emissions from diesel school bus engines.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the resources or the expertise to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):
Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vgatrell	01/10/2012 10:20:26 AM
Division Approval	vgatrell	01/10/2012 10:20:29 AM
Department Approval	rbamford	01/10/2012 16:22:15 PM
Contract Manager Approval	vgatrell	01/17/2012 14:18:51 PM
Budget Analyst Approval	jrodrig9	01/18/2012 17:31:26 PM
BOE Agenda Approval	jburry	02/02/2012 10:10:07 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12948**

Agency Name: ENVIRONMENTAL PROTECTION	Legal Entity Name: HUMBOLDT WATERSHED COOPERATIVE WEED MANAGEMENT AREA
Agency Code: 709	Contractor Name: HUMBOLDT WATERSHED COOPERATIVE WEED MANAGEMENT AREA
Appropriation Unit: 3193-09	Address: PO BOX 570
Is budget authority available?: Yes	City/State/Zip: Elko, NV 89803-0570
If "No" please explain: Not Applicable	Contact/Phone: Rhonda Heguy 775/738-3085
	Vendor No.: T27029602
	NV Business ID: NV20041351215

To what State Fiscal Year(s) will the contract be charged? **2012-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **DEP 12-018**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **02/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/31/2014**

Contract term: **2 years and 58 days**

4. Type of contract: **Contract**

Contract description: **Watershed Coordinato**

5. Purpose of contract:

This is a new contract to provide Humboldt Watershed Cooperative Weed Management Area (HWCWMA) with funding facilitating the hiring of a Humboldt River Basin Habitat and Water Quality Improvement Coordinator. This dedicated staff would assist HWCWMA to adequately address noxious weed infestations that contribute to watershed degradation, and associated water quality issues such as excessive nutrient and sediment loads within the watershed. The match requirements will be the responsibility of HWCWMA.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$183,333.00**

Other basis for payment: Quarterly, based on work completed.

II. JUSTIFICATION

7. What conditions require that this work be done?

Clean Water Act, Section 319 of the Clean Water Act provides funding for projects and programs that control Nonpoint Source pollution.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nonpoint source program is non-regulatory and local cooperation is necessary. Also, non-federal matching funds are required to support Section 319 funding.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
Contractor was one of the proposals chosen by the RFP evaluation committee.

d. Last bid date: 07/01/2011 Anticipated re-bid date: 07/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?
Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	randrews	01/04/2012 10:48:27 AM
Division Approval	ksertic	01/04/2012 14:58:32 PM
Department Approval	ksertic	01/04/2012 14:58:38 PM
Contract Manager Approval	sneudaue	01/11/2012 11:44:11 AM
Budget Analyst Approval	jrodrig9	01/17/2012 12:13:55 PM
BOE Agenda Approval	jburry	02/02/2012 10:10:56 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12949**

Agency Name: **ENVIRONMENTAL PROTECTION**
Agency Code: **709**
Appropriation Unit: **3193-09**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **NATURE CONSERVANCY, THE**
Contractor Name: **NATURE CONSERVANCY, THE**
Address: **1 E 1ST ST STE 1007**
City/State/Zip: **RENO, NV 89501**
Contact/Phone: null775/322-4990
Vendor No.: T81085675
NV Business ID: NV19621000306

To what State Fiscal Year(s) will the contract be charged? **2012-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: DEP 12-021

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2013**

Contract term: **1 year and 334 days**

4. Type of contract: **Contract**

Contract description: **Enviormental Restore**

5. Purpose of contract:

This is a new contract to restore essential riparian function to a heavily modified perennial desert river system in the Mojave Desert. This riparian system also serves as essential habitat for some of the most isolated and imperiled native Nevadan species, such as the Amargosa Toad and the Oasis Valley Speckled Dace.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,922.00**

Other basis for payment: Quarterly, based on work completed

II. JUSTIFICATION

7. What conditions require that this work be done?

Section 319 of the Clean Water Act provides funding for projects and programs that control Nonpoint Source pollution.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nonpoint source program is non-regulatory and local cooperation is necessary. Also, non-federal matching funds are required to support Section 319 funding.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Contractor was one of the proposals chosen by the RFP evaluation committee.

d. Last bid date: 07/01/2011 Anticipated re-bid date: 07/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2011 to present, Division of Environmental Protection, Bureau of Water Quality Planning. Work has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	randrews	01/04/2012 11:15:28 AM
Division Approval	ksertic	01/04/2012 14:59:23 PM
Department Approval	ksertic	01/04/2012 14:59:28 PM
Contract Manager Approval	sneudaue	01/11/2012 11:44:45 AM
Budget Analyst Approval	jrodrig9	01/13/2012 16:26:20 PM
BOE Agenda Approval	jburry	02/02/2012 10:07:27 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12925**Agency Name: **ENVIRONMENTAL PROTECTION**Agency Code: **709**Appropriation Unit: **3193-09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SIERRA NEVADA JOURNEYS**Contractor Name: **SIERRA NEVADA JOURNEYS**Address: **1301 CORDONE AVE STE 200**City/State/Zip: **RENO, NV 89502-2788**

Contact/Phone: null775/355-1688

Vendor No.: T29015313

NV Business ID: NV20061807775

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: DEP 12-025

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **1 year and 149 days**4. Type of contract: **Contract**Contract description: **Watershed Education**

5. Purpose of contract:

This is a new contract to provide watershed education programs to 1,300 K-8 grade students and 60 educators in Northern Nevada. The programs will include education and actives such as in-class lessons, afterschool programs, residential experiences, one-day field experiences, marketing and outreach programs, and professional development opportunities to promote and sustain student educational experiences. An overall program assessment/evaluation will also be conducted to determine the impact the program(s) has on students and educators learning about watershed concepts and imparting of stewardship behavior on the program participants.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$41,036.00**

Other basis for payment: Quarterly, based on work completed.

II. JUSTIFICATION

7. What conditions require that this work be done?

Section 319 of the Clean Water Act provides funding for projects and programs that control Nonpoint Source pollution.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nonpoint source program is non-regulatory and local cooperation is necessary. Also, non-federal matching funds are required to support Section 319 funding.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Contractor was one of the proposals chosen by the RFP evaluation committee.

d. Last bid date: 07/01/2011 Anticipated re-bid date: 07/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	randrews	01/04/2012 10:50:05 AM
Division Approval	ksertic	01/04/2012 14:57:10 PM
Department Approval	ksertic	01/04/2012 14:57:21 PM
Contract Manager Approval	sneudaue	01/11/2012 11:43:48 AM
Budget Analyst Approval	jrodrig9	01/17/2012 10:32:58 AM
BOE Agenda Approval	jburry	02/02/2012 10:07:59 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12780**

Agency Name: **INDUSTRIAL RELATIONS DIV**
 Agency Code: **742**
 Appropriation Unit: **4682-04**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **CONSTITUTION STATE SRVCS LLC**
 Contractor Name: **CONSTITUTION STATE SRVCS LLC**
 Address: **TRAVELERS INDUSTRIAL HYGIENE
90 LAMBERTON RD
WINDSOR, CT 06095-2126**
 City/State/Zip: **WINDSOR, CT 06095-2126**
 Contact/Phone: null800/842-0355
 Vendor No.: T81020134
 NV Business ID: NV19981046032

To what State Fiscal Year(s) will the contract be charged? **2012-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Worker's Compensation and Safety Fund

Agency Reference #: 742

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/01/2012**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **02/28/2014**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Laboratory Analysis**

5. Purpose of contract:

This is a new contract which provides ongoing industrial hygiene laboratory analysis, written reports of the laboratory analysis for the Division and monitors employee exposures to hazardous chemicals. The services to be performed include providing sorbent tube, filter cassettes and impinger solutions. Before issuing citations for violative conditions Nevada OSHA must present evidence of fact. Travelers laboratory can provide that evidence of fact for Nevada OSHA to proceed with it's cases.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,000.00**

Other basis for payment: Payable upon billing for services performed.

II. JUSTIFICATION

7. What conditions require that this work be done?

Laboratory analysis of samples taken during inspections/investigation can be the foundation for establishing potential exposure of employees to hazardous working conditions--particularly, regarding health hazards such as exposure to asbestos, mold, silica, etc. Before issuing citations for violative conditions NV OSHA must present evidence of fact. Travelers, in its capacity as an approved laboratory, can provide that evidence of fact for NV OSHA to proceed with its cases.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State has no such services

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A broader range of services (e.g. no of analytes listed, Industrial Hygiene equipment loan program, if needed).
Proven record of customer service
Generally lower fee schedule

d. Last bid date: 09/12/2011 Anticipated re-bid date: 09/12/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Division of Industrial Relations - 2007-2011.
Quality of Service - Satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ihemovic	01/04/2012 15:06:26 PM
Division Approval	Ihemovic	01/04/2012 15:06:30 PM
Department Approval	Ihemovic	01/04/2012 15:06:45 PM
Contract Manager Approval	pverma	01/04/2012 16:26:44 PM
Budget Analyst Approval	cglover	01/09/2012 10:41:51 AM
BOE Agenda Approval	jteska	01/10/2012 11:16:32 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12643**Agency Name: **DAIRY COMMISSION**Agency Code: **745**Appropriation Unit: **4470-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: BOARD OF REGENTS-SCS

Contractor Name: **BOARD OF REGENTS-SCS**
Address: **SYSTEMS COMPUTING CENTER**
1664 N VIRGINIA ST STOP 270City/State/Zip: **RENO, NV 89557**

Contact/Phone: null775/784-3732

Vendor No.: D35000811

NV Business ID: Governmental Agency

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Dairy product assessments

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 02/2012

Retroactive? **Yes**

If "Yes", please explain

The University Lab continued testing the milk samples without a completed contract. The contract was provided to the University in May of 2011 for signature but the signed contract was not returned until September of 2011.

3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **Test field samples**

5. Purpose of contract:

This is a new interlocal agreement for lab testing of raw and pasteurized milk for bacteria, coliforms, somatic cell counts, phosphatase and antibiotic residues; testing water samples for bacteria and coliforms; and swab testing of single service containers for bacteria. The lab also provides training and certification to the industry labs in the state who perform antibiotic screening tests.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00**

Payment for services will be made at the rate of \$2,500.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

Compliance with the interstate milk shippers program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is the only agency that is certified by the U.S. Food and Drug Administration to do this work.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

single source; interlocal agreement

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Serves as state lab. The Dairy Commission has contracted with the state laboratory since FY 2002, beginning in July, 2001 and continuing through the present day. Service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	keasly	01/11/2012 11:54:09 AM
Division Approval	bbake2	01/11/2012 11:54:08 AM
Department Approval	bbake2	01/11/2012 11:54:11 AM
Contract Manager Approval	keasly	01/11/2012 14:39:14 PM
Budget Analyst Approval	cglover	01/11/2012 15:03:05 PM
BOE Agenda Approval	jteska	01/23/2012 16:05:17 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

THE STATE OF NEVADA
Department of Business and Industry

DAIRY COMMISSION

4600 Kietzke Lane, Suite A107

Reno, Nevada 89502

(775) 688-1211 • Fax (775) 688-1218

dairy.state.nv.us

TERRY JOHNSON
Director

CHRISTOPHER COOK
*Chairman
Finance*

TROY G. CROWTHER
CPA

ROBERT R. FLETCHER
Agricultural Economist

LYNN HETTRICK
*Executive Director
Secretary*

SOUTHERN NEVADA OFFICE:

1830 E. Sahara Avenue, Suite 112
Las Vegas, Nevada 89104
(702) 486-8212
Fax (702) 486-8215

December 5, 2011

To: Nevada Board of Examiners

We request that the contract agreement between the Nevada State Dairy Commission and the Board of Regents, University of Nevada-Reno School of Medicine/State Health Laboratory be retroactive to the beginning of July 1, 2011. The University Lab continued testing the milk samples without a completed contract. The contract was provided to the University in May of 2011 for signature but the signed contract was not returned until September of 2011. It was then returned to us from B & I for changes and once again sent to UNR for new signatures. Thank you for your consideration.

Sincerely,

Lynn Hettrick

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12945**

Agency Name: DEPARTMENT OF TRANSPORTATION	Legal Entity Name: LINCOLN COUNTY TREASURER
Agency Code: 800	Contractor Name: LINCOLN COUNTY TREASURER
Appropriation Unit: 4664-37	Address: PO BOX 539
Is budget authority available?: Yes	City/State/Zip: PIOCHE, NV 89043
If "No" please explain: Not Applicable	Contact/Phone: Shawn Frehner 775/962-5497
	Vendor No.: T40267400
	NV Business ID: exempt

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Aviation Trust Fund

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: **02/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **04/30/2013**

Contract term: **1 year and 88 days**

4. Type of contract: **Grant**

Contract description: **Trust fund grant**

5. Purpose of contract:

This is a new contract to state the terms, conditions, and mutual understandings of the parties as to the manner in which State funds will be used to match Federal funds to undertake and complete the enhancement of the Lincoln County airport. This agreement allows for grant funds to be transferred to Lincoln County from the Aviation Trust Fund as a reimbursement to Lincoln County as a five percent local match for Federal Aviation Administration Grant 3-32-0034-04. Lincoln County's Federal Aviation Administration Grant is for the reconstruction of Runway 14/32 and taxiways including associated lighting, NAVAIDs, and Fencing. Note: NAVAIDs are a device or system (such as a radar beacon) that provides a navigator with navigational data.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,005.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Through the enactment of NRS 494.08, the Nevada Legislature has provided for the creation of a Fund for Aviation, created as a Trust Fund in the State Treasury, and administered by the Director of the Nevada Department of Transportation, whereby money in the fund may be awarded through grants to a county, city, or other local government in the State of Nevada for obtaining matching money for federal programs, and any other programs relating to airports or for the planning, establishment, development, construction, enlargement, improvement, or maintenance of any airport, landing area, or air navigation facility owned or controlled by the county, city, or other local government.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The work was performed by the County and the Nevada Department of Transportation is the agency identified by the Nevada Legislature to maintain the Aviation Trust Fund and administer the funds through a grant allowed by NRS 494.08.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ghudso1	12/22/2011 11:48:21 AM
Division Approval	ghudso1	12/22/2011 11:48:25 AM
Department Approval	ghudso1	12/22/2011 11:48:28 AM
Contract Manager Approval	ghudso1	12/22/2011 11:48:32 AM
Budget Analyst Approval	cwatson	01/10/2012 10:56:02 AM
BOE Agenda Approval	cwatson	01/10/2012 10:56:07 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12947**

Agency Name:	DEPARTMENT OF TRANSPORTATION	Legal Entity Name:	REGIONAL TRANSPORTATION COMMISSION
Agency Code:	800	Contractor Name:	REGIONAL TRANSPORTATION COMMISSION
Appropriation Unit:	4670-10	Address:	600 S GRAND CENTRAL PKWY # 350
Is budget authority available?:	Yes	City/State/Zip:	LAS VEGAS, NV 89106
If "No" please explain:	Not Applicable	Contact/Phone:	MJ Maynard 702/676-1778
		Vendor No.:	PUR0002452B
		NV Business ID:	Exempt
To what State Fiscal Year(s) will the contract be charged?	2011-2013		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: PR400-11-804

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2010**

Anticipated BOE meeting date 02/2012

Retroactive? **Yes**

If "Yes", please explain

The Nevada Department of Transportation (NDOT) previously had a cooperative agreement with the Regional Transportation Commission (RTC) of Southern Nevada for Comprehensive Employee Trip Reduction/Regional Rideshare Program (ETR) in Clark County, Nevada which expired September 30, 2010, prior to that agreement expiring an amendment was not executed. Federal funding has continued to be received by NDOT for this ETR Program and NDOT has continued to distribute funding to the RTC.

3. Termination Date: **09/30/2012**Contract term: **2 years**4. Type of contract: **Cooperative Agreement**Contract description: **Rideshare Program**

5. Purpose of contract:

This is a new cooperative agreement to provide ongoing funding to the Regional Transportation Commission of Southern Nevada for implementation of a Comprehensive Employee Trip Reduction/Regional Rideshare Program in Clark County, Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,719,867.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Pursuant to provisions in NRS 408, 277.080 and 277.110 of the Nevada Department of Transportation is authorized to enter into agreements with public agencies for joint or cooperative action. The Comprehensive Employee Trip Reduction/Regional Rideshare Program has been approved for Federal Congestion Mitigation Air Quality (CMAQ) funds and Surface Transportation Program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nevada Department of Transportation allocates the federal funds received for the Trip Reduction/Regional Rideshare Program to the Regional Transportation Commission of Southern Nevada. The work is being completed by the Regional Transportation Commission of Southern Nevada.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ghudso1	12/22/2011 16:31:10 PM
Division Approval	ghudso1	12/22/2011 16:31:14 PM
Department Approval	ghudso1	12/22/2011 16:31:18 PM
Contract Manager Approval	ghudso1	12/22/2011 16:31:20 PM
Budget Analyst Approval	cwatson	01/10/2012 11:00:26 AM
BOE Agenda Approval	cwatson	01/10/2012 11:00:33 AM
BOE Final Approval	Pending	



Brian Sandoval
Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712

ORIGINAL

Susan Martinovich, P.E.
Director

MEMORANDUM

October 13, 2011

TO: Susan Martinovich, Director
FROM: *JWH for* Dennis Taylor, Chief Transportation Multimodal Planning
SUBJECT: Cooperative Agreements

We are requesting the following agreements be executed with an effective start date of October 1, 2010:

- o Cooperative Agreement PR403-11-804 with Washoe County RTC to cover UPWP activities
- o Cooperative Agreement PR402-11-804 with RTC of Southern Nevada to cover UPWP activities
- o Cooperative Agreement PR404-11-804 with CAMPO to cover UPWP activities
- o Cooperative Agreement PR405-11-804 with Washoe County RTC to cover state funded aspects of the UPWP with a 50% match
- o Cooperative Agreement PR401-11-804 with Washoe County RTC to cover ETR/TDM activities
- o Cooperative Agreement PR400-11-804 with RTC of Southern Nevada to cover ETR/TDM activities

At the time of expiration, September 30, 2010, of the prior agreements, we requested the above agreements be amended to extend them for one year (FFY 2011) and include the funds to cover the fiscal year. At that time, our Agreement Services representative advised us that she would handle it, which she did by extending the agreement dates and adding the funds within the Advantage system only and advised us as such - requiring no additional paperwork, which was incorrect. This approach effectively allowed us to reimburse each entity their allowable quarterly expenses, but does not allow for the proper auditable paper trail.

This approach has already been reviewed and approved by our Legal Division as noted in the attached email. However, Front Office approval is required to move the agreements forward.

By allowing these agreements to be executed with an effective date of October 1, 2010 the erroneous extensions can be corrected to an auditable state, allow each of the respective boards to approve the agreements, and allow us the time we need to address and develop new agreements in cooperation with the MPOs to be made effective on or before September 30, 2012.

Approved:



Director



Date

Cooper, Jennifer L

From: Roger K. Miles [RMiles@ag.nv.gov]
Sent: Wednesday, September 14, 2011 9:01 AM
To: Hudson, Genevieve M; Taylor, Dennis D
Cc: Van Havel, Jason D; Cooper, Jennifer L; Larkin-Thomason, Tracy D; Katie Wellman; Thompson, Christi
Subject: RE: Agreements

Gennie:

I have just spoken with Jennifer, as Dennis, as I understand it, is not in today. Following my conversations with Dennis of yesterday, Jennifer today, and your e-mails of today, I have no problem with the concept of executing new agreements which are backdated, whereby no lapse of time is shown between the initial and new agreements. Again, I believe that a reasonable argument may be made that the initial agreements never really expired, however I have no problem with executing new, backdated agreements.

This really isn't a big deal. It's all simply very easy to address and resolve.

Regards, Roger

From: Hudson, Genevieve M [mailto:GHudson@dot.state.nv.us]
Sent: Wednesday, September 14, 2011 8:42 AM
To: Roger K. Miles; Taylor, Dennis D
Cc: Van Havel, Jason D; Cooper, Jennifer L; Larkin-Thomason, Tracy D; Katie M. Wellman; Thompson, Christi
Subject: RE: Agreements

Thank you Roger. Would you agree that no matter what, new agreements need to be completed and that back-dating would be appropriate?

I could bring you the agreements that I have at my desk if you want to look at those.

Gennie Hudson | Program Officer I
Agreement Services
Nevada Department of Transportation
1263 South Stewart Street, Room 101
Carson City, Nevada 89712
775.888.7070 ext.2127
775.888.7101 fax
ghudson@dot.state.nv.us | www.nevadadot.com



Please consider the environment before printing this email.

From: Roger K. Miles [mailto:RMiles@ag.nv.gov]
Sent: Wednesday, September 14, 2011 8:36 AM
To: Hudson, Genevieve M; Taylor, Dennis D
Cc: Van Havel, Jason D; Cooper, Jennifer L; Larkin-Thomason, Tracy D; Katie Wellman; Thompson, Christi
Subject: RE: Agreements

Gennie:

I really have no background on the agreements at issue, other than what I picked up yesterday through my telephone conversation with Dennis.

Without having a solid understanding as to the funding aspects of these agreements, I'll simply note the following: Where two parties continue in their performance of duties under an agreement, through : (1) The provision of services and (2) The provision of compensation for those services; then (3) A reasonable argument might be made that despite the termination date stated within a written contract, and the passing of that date, the parties may be seen as having extended the agreement through their conduct. Under such a view, it might be argued that the agreement never really expired.

My observations set forth above are those observations relating to general contract law. As for the specific agreements at issue, I have no knowledge of their contents, nor do I have knowledge as to the mechanics of funding associated with the agreements. While I believe that a reasonable argument may be made that the agreements never really expired if the service providers continued in their provision of services, and the Department continued with payment for those services, I have no opinion as to whether NDOT's continued payment for services ran afoul of polices, regulations, etc regarding funding.

Roger

From: Hudson, Genevieve M [mailto:GHudson@dot.state.nv.us]
Sent: Wednesday, September 14, 2011 7:24 AM
To: Roger K. Miles; Taylor, Dennis D
Cc: Van Havel, Jason D; Cooper, Jennifer L; Larkin-Thomason, Tracy D; Katie M. Wellman; Thompson, Christi
Subject: RE: Agreements

Dennis and Roger,

The agreements in question have expired. The termination date was actually October 1, 2010 for at least 4 of the agreements (I haven't pulled the files for the other two). Technically work has been done and we've been paying invoices for almost a year without an agreement. When I checked the four agreements that I have the files for at my desk in Advantage I discovered that the termination date had been extended to October 1, 2011, but there are no documents (i.e. amendments) extending the termination date for any of the agreements.

Due to the current status of these agreements and our policies, procedures, and processes, I recommended to Jennifer that she complete new agreements for each and if possible, have Dennis see if there was any way to back date the agreements (get a memo signed by the Front Office) to October 1, 2010. By back dating to October 1, 2010, we would correct the error which was done by only changing the termination date in Advantage and not have any issues with the fact that the 2nd parties were doing work and we were paying invoices without an agreement.

Please let me know if this is not clear, and if I can help with anything else.

Thank you,

Gennie Hudson | Program Officer I
Agreement Services
Nevada Department of Transportation
1263 South Stewart Street, Room 101
Carson City, Nevada 89712
775.888.7070 ext.2127
775.888.7101 fax
ghudson@dot.state.nv.us | www.nevadadot.com





Please consider the environment before printing this email.

From: Roger K. Miles [mailto:RMiles@ag.nv.gov]
Sent: Tuesday, September 13, 2011 4:17 PM
To: Taylor, Dennis D
Cc: Van Havel, Jason D; Cooper, Jennifer L; Larkin-Thomason, Tracy D; Hudson, Genevieve M; Katie Wellman; Thompson, Christi
Subject: RE: Agreements

Dennis:

Following our conversation of today, it is my understanding that you desire to amend several agreements which have yet to expire, and that the amendments will extend the term beyond the time presently provided within the agreements. As for other matters which may arise within the amendments, I'll have to wait and see what additional proposed revisions are contemplated within the amendments.

In short, it would appear perfectly normal to amend agreements in those instances in which further time is desired, provided NDOT has the funding to do so.

I'll await receipt of the proposed amendments for review and comment. When the proposed amendments are directed to the legal division, we will also require the provision of the underlying agreements which are the subject of the amendments.

Regards, Roger

From: Taylor, Dennis D [mailto:dtaylor@dot.state.nv.us]
Sent: Tuesday, September 13, 2011 3:57 PM
To: Miles, Roger K
Cc: Van Havel, Jason D; Cooper, Jennifer L; Larkin-Thomason, Tracy D; Hudson, Genevieve M; Katie M. Wellman
Subject: Agreements

Roger,

Based on my conversation with you and Katie today, Tracy Larkin would like you to send a quick email to Jenny in Agreement Services approving the processing of the agreements as we discussed.

Thank You

Dennis D. Taylor
Chief, Transportation/Multimodal Planning Division
Nevada Dept. of Transportation
1263 S. Stewart Street
Carson City, NV 89712

Phone: (775) 888-7120
Mobile: (775) 233-5526
Email: dtaylor@dot.state.nv.us
Fax: (775) 888-7105

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CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13000**

Agency Name: **DEPT OF MOTOR VEHICLES**
 Agency Code: **810**
 Appropriation Unit: **4735-04**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **BOND, PATRICIA C DBA**
 Contractor Name: **BOND, PATRICIA C DBA**
 Address: **BOND CLEANING SERVICE
 2160 HIGHPOINTE DR APT 101
 LAUGHLIN, NV 89029-1116**
 City/State/Zip: **LAUGHLIN, NV 89029-1116**
 Contact/Phone: Patricia Bond 702/420-9198
 Vendor No.: T27004949
 NV Business ID: NV20121018984

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
X Highway Funds	100.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **02/28/2016**

Contract term: **4 years and 28 days**

4. Type of contract: **Contract**

Contract description: **Janitorial Service**

5. Purpose of contract:

This is a new contract to provide for the ongoing janitorial service at the DMV facility located in Laughlin, Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,000.00**

Payment for services will be made at the rate of \$500.00 per Month

II. JUSTIFICATION

7. What conditions require that this work be done?

State office must be kept clean.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no state employees or facilities available in the area to provide this service.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Only responding bidder.

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently contracted with DMV-service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmunoz	01/10/2012 15:34:05 PM
Division Approval	cmunoz	01/10/2012 15:34:07 PM
Department Approval	dcook	01/10/2012 15:46:14 PM
Contract Manager Approval	hazevedo	01/10/2012 16:11:44 PM
Budget Analyst Approval	cwatson	01/19/2012 08:35:16 AM
BOE Agenda Approval	jburry	01/30/2012 13:57:45 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV5816** Amendment Number: **28**

Agency Name: **REHABILITATION DIVISION** Legal Entity Name: **Fleet & Industrial Supply Cent**

Agency Code: **901** Contractor Name: **Fleet & Industrial Supply Cent**

Appropriation Unit: **3253-00** Address: **er**

Is budget authority available?: **Yes** City/State/Zip: **800 Seal Beach Blvd, Bld 239**

If "No" please explain: **Not Applicable** Contact/Phone: **Seal Beach, CA 90740**

Vendor No.: **Shannon La Com 5626267104**

NV Business ID: **Government Entity**

To what State Fiscal Year(s) will the contract be charged? **2009-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue Contract

Agency Reference #: 1300-09-BEN

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2008**

Anticipated BOE meeting date 02/2012

Retroactive? **Yes**

If "Yes", please explain

This amendment was the result of a request from the Navy signed on December 29, 2011, to decrease the funding on CLIN 0003 and 0004 due to the deletion of the supply clerk in modification P00013 which revised the PWS for Option Year Two and Three. This mod decreases the contract amount by \$85,372.27.

3. Previously Approved Termination Date: **09/30/2012**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Food Preparation & Serving Equipment**

5. Purpose of contract:

This is the twenty-eighth amendment to the original contract, which provides full food service support at the Naval Air Station in Fallon, Nevada. This amendment decreases the maximum amount from \$3,406,121.63 to \$3,320,749.36 due to the deletion of the supply clerk, revising the Performance Work Statement for option year two and three.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$836,400.00
2. Total amount of any previous contract amendments:	\$2,569,721.63
3. Amount of current contract amendment:	-\$85,372.27
4. New maximum contract amount:	\$3,320,749.36

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 426.640 and the Randolph Sheppard Act gives priority rights for the operations of vending services in public locations to operators licensed through Business Enterprises of Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Per NRS 426.715, agency staff or other State employees cannot legally provide concession services on a commission basis.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Revenue Contract per NRS 277.080 through 277.180.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Employment, Training and Rehabilitation, Rehabilitation Division, Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada has been providing food services to the fleet and Industrial Supply Center at the Fallon Naval Air Station since October 2002.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	01/06/2012 08:40:58 AM
Division Approval	mcol1	01/06/2012 08:49:57 AM
Department Approval	rolso1	01/09/2012 13:26:35 PM
Contract Manager Approval	bfor1	01/09/2012 15:31:45 PM
Budget Analyst Approval	knielsen	01/23/2012 09:30:26 AM
BOE Agenda Approval	jburry	02/01/2012 15:51:41 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12912**

Agency Name: EMPLOYMENT SECURITY DIVISION	Legal Entity Name: BOARD OF REGENTS-CSN
Agency Code: 902	Contractor Name: BOARD OF REGENTS-CSN
Appropriation Unit: 4770-19	Address: CSN CONTROLLERS OFFICE
Is budget authority available?: Yes	3200 E CHEYENNE AVE
If "No" please explain: Not Applicable	City/State/Zip: NORTH LAS VEGAS, NV 89030
	Contact/Phone: null702-651-4344
	Vendor No.: D35000800
	NV Business ID: Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	2012-2013

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY11-SESP-CSN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **02/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/28/2013**Contract term: **362 days**4. Type of contract: **Interlocal Agreement**Contract description: **State Energy Sector**

5. Purpose of contract:

This is a new interlocal agreement to provide funds to support the College of Southern Nevada's State Energy Sector Partnership (SESP) program. The SESP program provides training for renewable energy jobs for Adults, Dislocated Workers, Youth and Veterans in Southern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$314,138.00**

Other basis for payment: The College of Southern Nevada (CSN) agrees to provide the services set forth in paragraph (6) at a cost of \$314,138 to provide additional funding to support CSN's State Energy Sector Partnership. Payments to be made upon approval of the request for funds from CSN, normally once a month, with the total contract amount not to exceed \$314,138. These funds represent Program Year 2011 and 2012, Department of Labor, State Energy Sector Partnership funds administered by the State of Nevada, Department of Employment, Training, and Rehabilitation's Employment Security Division.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Employment, Training, and Rehabilitation does not have employees that are qualified to provide training for renewable energy jobs.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Interlocal Agreement

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Board of Regents - CSN has been providing satisfactory service to the department since November 2011.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	12/20/2011 15:07:01 PM
Division Approval	tnash	12/21/2011 14:22:39 PM
Department Approval	rolso1	12/21/2011 15:58:51 PM
Contract Manager Approval	bfor1	12/23/2011 15:02:34 PM
Budget Analyst Approval	knielsen	01/03/2012 09:35:33 AM
BOE Agenda Approval	jburry	02/01/2012 15:57:29 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13020**

Agency Name: EMPLOYMENT SECURITY DIVISION	Legal Entity Name: BOARD OF REGENTS-WNC
Agency Code: 902	Contractor Name: BOARD OF REGENTS-WNC
Appropriation Unit: 4770-12	Address: WNC CONTROLLERS OFFICE
Is budget authority available?: Yes	2201 W COLLEGE PKWY
If "No" please explain: Not Applicable	City/State/Zip: CARSON CITY, NV 89703-7316
	Contact/Phone: null775/445-4229
	Vendor No.: D35000822
	NV Business ID: Government Entity
To what State Fiscal Year(s) will the contract be charged? 2012	

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % State Career Enhancement Program Funds

Agency Reference #: 1696-12-ESD

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **149 days**4. Type of contract: **Interlocal Agreement**Contract description: **Skills Training**

5. Purpose of contract:

This is a new interlocal agreement to provide twenty students with sixteen weeks of intensive hands-on and classroom technical training to equip participants with basic skills required to perform on the job as a Computer Numerically Controlled Operator. These same students will earn the National Career Readiness Certificate, issued by the ACT, 24 hours of college credit towards an advanced degree, four credentials from the National Institute of Metalworking Skills, as well as work experience through an internship with local employers.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$59,252.00**

Other basis for payment: Western Nevada College agrees to provide the services set forth in paragraph (6) at a cost not to exceed \$59,252.00. State will process payment when approved request for funds form is received from Western Nevada College, normally once each week for the duration of the contract. These funds represent Program Year 2011 State Career Enhancement Program funds administered by the State of Nevada Department of Employment, Training and Rehabilitation, Employment Security Division. The maximum amount of this contract shall not exceed \$59,252.00 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

This Skills Certification System is key to Nevada's economic and workforce recovery. A recently released study from The Manufacturing Institute reports that over 80% of manufacturers cannot find skilled talent to fill their production jobs. As a result, there are over half a million manufacturing jobs open right now. In response to this talent crisis and the need to create jobs nationwide, The Manufacturing Institute, ACT, the National Institute of Metalworking Skills, and the President's Council on Jobs and Competitiveness have partnered to develop a nationally replicable fast-track solution to deliver just-in-time talent to manufacturers in Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

DETR does not have staff that are specially trained to administer this Skills Certification System.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Interlocal Agreement with another public agency.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Western Nevada College has had previous contracts with the Department of Employment, Training and Rehabilitation and has always performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	01/23/2012 16:35:59 PM
Division Approval	rolso1	01/24/2012 09:17:44 AM
Department Approval	tnash	01/24/2012 09:35:48 AM
Contract Manager Approval	tnash	01/24/2012 16:59:17 PM
Budget Analyst Approval	knielsen	01/24/2012 17:16:56 PM
BOE Agenda Approval	jburry	02/01/2012 15:56:44 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 12273	Amendment Number: 2
Agency Name: EMPLOYMENT SECURITY DIVISION	Legal Entity Name: NEVADAWORKS
Agency Code: 902	Contractor Name: NEVADAWORKS
Appropriation Unit: 4770-11	Address: BLDG A
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89509-6119
If "No" please explain: Not Applicable	Contact/Phone: Beth Wicks 775/284-1338
	Vendor No.: T27003177
	NV Business ID: Governmental entity

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY11-A-01**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date **02/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **2 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **Nevadaworks-Adult**

5. Purpose of contract:

This is the second amendment to the original interlocal agreement, which provides ongoing employment and training services to adults in northern Nevada. This amendment increases the maximum amount from \$2,552,461 to \$2,722,077 based on a directive from the Department of Labor Training and Employment Guidance Letter Number 09-11 that reduces the advance allotments by 1.503% and decreases the Governor's Reserve account from 15% to 5%, which increases the Adult allotment.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,837,461.00
2. Total amount of any previous contract amendments:	\$715,000.00
3. Amount of current contract amendment:	\$169,616.00
4. New maximum contract amount:	\$2,722,077.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIA.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

CFR Part 652 et al - Governor's Designated Entity

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

NevadaWorks has been contracted by the Department of Employment, Training, and Rehabilitation since July, 2000 and performance has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	01/06/2012 08:34:03 AM
Division Approval	rolso1	01/06/2012 09:22:13 AM
Department Approval	rolso1	01/06/2012 09:22:16 AM
Contract Manager Approval	bfor1	01/09/2012 11:07:19 AM
Budget Analyst Approval	knielsen	01/20/2012 12:49:46 PM
BOE Agenda Approval	jburry	02/01/2012 15:54:57 PM



nevada**works**

Coordinating Workforce Development for Northern Nevada

November 17, 2011

Karlene Johnson
Workforce Investment Support Services
Department of Employment, Training and Rehabilitation
500 East Third Street
Carson City, Nevada 89713

Re: Program Year 2011 -- Budgets for Contracts

Dear Karlene:

Nevadaworks is submitting the Program Year 2011 Budgets as requested reflecting the TEGE 9-11 revised allotment levels and to clarify the Governor's Reserve 5% level. The Budgets also include a transfer of program allocations from the Dislocated Worker program to the Adult program that was approved under Modification # 1.

Programs and services will be delivered without a change in the Nevadaworks 2009 Local Workforce Area Plan.

If further information is required, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Wicks".

Elizabeth Wicks
Finance Manager

6490 South McCarran Blvd., Bldg. A, Suite 1, Reno, NV 89509
bwicks@nevadaworks.com 775-284-1338 Fax 775-337-9589



nevada works
Coordinating Workforce Development for Northern Nevada

WIA Annual Budget - Budget Detail A
Projected Funding and Expenditures

Revised for TEGL 9-11

Local Workforce Investment Board			PROGRAM YEAR - 2011		
Name: Nevadaworks		From: 4/1/2011 To: 6/30/2013 Youth			
		From: 7/1/2011 To: 6/30/2013 AD,DW			
A. COST CATEGORY	B. CURRENT YEAR ALLOCATION	C. TRANSFERS TO/FROM	D. TOTAL FUNDS AVAILABLE	E. PROJECTED EXPENDITURES	F. PROJECTED CARRY FORWARD FUNDS
1. Adults					
a. Administration	200,708	0	200,708		0
b. Employment & Training Services	1,806,369	715,000	2,521,369		0
c. Total:	2,007,077	715,000	2,722,077		0
2. Dislocated Workers					
Administration	327,268	0	327,268		0
b. Employment & Training Services	2,945,412	(715,000)	2,230,412		0
c. Total:	3,272,680	(715,000)	2,557,680		0
3. Youth					
a. Administration	212,790		212,790		0
b. Employment & Training /Educational Services	1,915,112		1,915,112		0
4. Total	2,127,902		2,127,902		0
B. Program Income					
Total WIA Title I Allocations	7,407,659	0	7,407,659		0

EMPLOYMENT AND TRAINING ADMINISTRATION ADVISORY SYSTEM U.S. DEPARTMENT OF LABOR Washington, D.C. 20210	CLASSIFICATION WIA/Wagner-Peyser
	CORRESPONDENCE SYMBOL OWI
	DATE October 26, 2011

ADVISORY: TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 9-11

TO: ALL STATE WORKFORCE AGENCIES
ALL STATE WORKFORCE LIAISONS

FROM: JANE OATES /s/
Assistant Secretary

SUBJECT: Revised Fiscal Year (FY) 2012 “Advance” Funding Levels Available
October 2011 for Workforce Investment Act (WIA) Programs and
Clarification on the Level of Governor’s Reserve

1. Purpose. Per recent Congressional action, this Training and Employment Guidance Letter (TEGL) has two purposes:

- a) To provide states with revised allotment levels for the WIA Adult and Dislocated Worker Fiscal Year 2012 “advance” funds which become available to states in October 2011. The revised levels are based on the 1.503 temporary rate of operations reduction included in the short-term Continuing Appropriations Acts of 2012.
- b) To clarify that the Governors’ Reserve is set at *five* percent for all Performance Year 2011 WIA funds.

2. References.

- Continuing Appropriations Act, 2012, Public Law (P.L.) 112-33, Sections 101, 115, and 133, enacted September 30, 2011, and Continuing Appropriations Act, 2012, P.L. 112-36, Sections 101, 115, and 133, enacted October 5, 2011
- Training and Employment Guidance Letter (TEGL) 26-10 (May 10, 2011)
- Full-Year Continuing Appropriations Act, 2011, P.L. 112-10, Division B, Title I, Section 1101, 1104, and 1119, and Section 1801 of Title VIII, signed April 15, 2011
- Department of Labor Appropriations Act, 2010, P.L. 111-117, Division D, Title I
- Training and Employment Guidance Letter (TEGL) 23-10 (May 3, 2011)
- Workforce Investment Act of 1998, (29 United States Code (U.S.C) 2801 et seq.), Public Law 105-220, as amended
- Wagner-Peyser Act, as amended (29 U.S.C. 49 et seq.)
- WIA Final Rule, 20 Code of Federal Regulations parts 660-671
- Planning Guidance for the Strategic State Plan for Title I of the Workforce

RESCISSIONS None	EXPIRATION DATE Continuing
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Investment Act of 1998 and the Wagner-Peyser Act [(73 FR 72853) (Dec. 1, 2008)] (OMB No. 1205-0398)

3. **Background.** TEGL 26-10, issued May 10, 2011, announced Program Year (PY) 2011 WIA allotments to states. In this Change 1 TEGL, we inform states that recent Congressional actions, contained in the two short-term Continuing Appropriations Acts of 2012, P.L. 112-33 and P.L. 112-36, have caused the Employment and Training Administration to adjust some of these initial figures. It should be noted that there were no changes made to the WIA Youth Activities funds (available April 1, 2011), nor to the “base” portion of funding for Adult and Dislocated Worker activities that were made available July 1, 2011. However, the short-term Continuing Appropriations Acts put into effect a temporary rate of operations reduction (1.503 percent) for the FY 2012 “advance” WIA Adult and Dislocated Worker program funds (see sections 101 and 115 of both Acts). The revised allotment levels are listed in the attachments to this TEGL.

Additionally, in TEGL 26-10 states were informed that Congress decreased the level of PY 2011 base funds that Governors may reserve for statewide activities by 10 percentage points, from 15 percent to 5 percent. At that time there was some uncertainty whether this reduction also would apply to the FY 2012 “advance” portion of Adult and Dislocated Worker PY 2011 funding which typically becomes available in October 2011. Pursuant to section 133 in each of the Continuing Appropriations Acts of 2012, this TEGL clarifies that **the reduction in the Governors’ Reserve does apply to all (“base” and “advance”) PY 2011 funds.**

4. **Distribution of WIA Funds in PY 2011.**

- a) Within State Allocations of *Adult* and *Youth* Allotments. The distribution of the PY 2011 allotments must conform with the requirement that:
- 1) A minimum of 95 percent of each state’s revised Adult allotment will be allocated to local area activities; and
 - 2) A maximum of 5 percent of each state’s revised Adult allotment may be used for statewide activities as authorized under WIA.
- b) Within State Allocations of *Dislocated Worker* Allotments. The distribution of the PY 2011 allotments must conform with the requirement that:
- 1) A minimum of 70 percent of each state’s revised dislocated worker allotment will be allocated to local areas;
 - 2) A maximum of 5 percent of each state’s revised dislocated worker allotment may be used for statewide activities as authorized under WIA; and
 - 3) A maximum of 25 percent of each state’s revised dislocated worker allotment may be used for statewide rapid response activities as authorized under WIA.

The following table summarizes this information to show the formula breakdown for PY 2011 WIA funds:

	WIA Youth	WIA Adult	WIA Dislocated Worker
Statewide Activities (including State Admin)	Maximum 5%	Maximum 5%	Maximum 5%
Local Allocations	Minimum 95%	Minimum 95%	Minimum 70%
Rapid Response	-	-	Maximum 25%

Regarding funds set aside for statewide activities, states are authorized to reserve for state administration no more than five percent of each of the total allotments for WIA Youth, Adult, and Dislocated Worker programs

5. **Guidance on the Funding of Statewide Activities.** Over the past several months, states have been anticipating how the reductions in the Governor's Reserve would impact the state's ability to carry out required statewide workforce investment activities as described in WIA Section 134(a)(2)(B) and 20 C.F.R. 665.200 (b)-(i). States must continue to make investments in statewide activities central to state management of funds such as,
- operating fiscal and management accountability information systems (WIA Section 134(a)(2)(B)(vi) and 20 C.F.R. 665.200(b)(1)),
 - submitting required reports (WIA Section 136(f)),
 - disseminating the list of eligible training providers for adults and dislocated workers (WIA Section 134(a)(2)(B)(i) and 20 C.F.R. 665.200 (b)(1)), and youth activities (20 C.F.R. 665.200(b)(4)), and
 - providing technical assistance to poor performing local areas (WIA Section 134(a)(2)(B)(iv) and 20 C.F.R. 665.200(f)).

ETA is unlikely to approve a waiver of the above required activities. ETA realizes that some states may be unable to fund all required activities due to a lack of funding. Except for the activities listed above, States may request a waiver to exempt them from the requirement to carry out some of the required statewide activities described at 20 C.F.R. 665.200 (b)-(i) that would have been financed with PY 2011 funds.

In particular, ETA will approve a waiver from the requirement to:

- conduct evaluations (WIA Section 134(a)(2)(B)(ii) and 20 CFR 665.200(d)),
- provide incentive grants to local areas (WIA Section 134(a)(2)(B)(iii) and 20 CFR 665.200(e)), and

- disseminate training provider performance and cost information (20 CFR 665.200(b)(3)).

States may use the waiver templates provided in Attachment III if they wish to request any of the above waivers.

For other required statewide activities that states may want to waive, ETA will review and consider waiver requests on a case-by-case basis and in the context of each state's unique circumstances. These requests must include a justification that describes estimated costs to carry out the required activity for which the waiver is needed, how statewide funds are being used, and the extent to which the funding levels are insufficient to cover the activity. The request must also address the anticipated impact of not funding the activity, and whether it may directly affect WIA participant services.

States wishing to request new waivers must submit full waiver plans to ETA. The waiver plan must include all of the required elements listed in the WIA regulations at 20 CFR 661.420(c) and discussed in TEGL 26-09. States may use a submission form available at <http://www.doleta.gov/waivers/pdf/waiver-template.doc> which provides a description of each element and submittal instructions.

6. **Notice of Obligation (NOO)**. The Department will issue a NOO with the new FY 2012 "advance" amounts for the Adult and Dislocated Worker programs. Because the temporary rate of operations reduction will be taken into account when the NOO is issued, no further accounting action is required of the state.
7. **Other Policies and Reporting Pertaining to PY 2011 Funds**. See TEGL 26-10.
8. **Inquiries**. Questions regarding these allotments may be directed to the appropriate Regional Office. Information on allotments and planning requirements may also be found on the ETA Web site at <http://www.doleta.gov>.
9. **Attachments**.
 - I. WIA Dislocated Program *Revised* FY 2012 "Advance" Allotments, Based on 1.503 Temporary Rate of Operations Reduction
 - II. WIA Adult Program *Revised* FY 2012 "Advance" Allotments, Based on 1.503 Temporary Rate of Operations Reduction
 - III. Waiver Request Template

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12272** Amendment Number: **2**
 Agency Name: **EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **NEVADAWORKS**
 Agency Code: **902** Contractor Name: **NEVADAWORKS**
 Appropriation Unit: **4770-11** Address: **BLDG A**
 Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89509-6119**
 If "No" please explain: Not Applicable Contact/Phone: **Beth Wicks 775/284-1338**
 Vendor No.: **T27003177**
 NV Business ID: **Governmental entity**
 To what State Fiscal Year(s) will the contract be charged? **2012-2013**
 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY11-DW-01**

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**
 Anticipated BOE meeting date **02/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**
 Contract term: **2 years**

4. Type of contract: **Interlocal Agreement**
 Contract description: **Nevadaworks-DW**

5. Purpose of contract:

This is the second amendment to the original interlocal agreement, which provides ongoing employment and training services to dislocated workers in northern Nevada. This amendment increases the maximum amount from \$2,215,208 to \$2,557,680 based on a directive from the Department of Labor Training and Employment Guidance Letter Number 09-11 that reduces the advance allotments by 1.503% and decreases the Governor's Reserve account from 15% to 5%, which increases the Dislocated Worker allotment.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$2,930,208.00
2. Total amount of any previous contract amendments:	-\$715,000.00
3. Amount of current contract amendment:	\$342,472.00
4. New maximum contract amount:	\$2,557,680.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Board to facilitate the required employment and training services in compliance with WIA.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

CFR Part 652 et al

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

NevadaWorks has been contracted by the Department of Employment, Training, and Rehabilitation since July, 2000 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	01/06/2012 08:35:01 AM
Division Approval	rolso1	01/06/2012 09:00:11 AM
Department Approval	rolso1	01/06/2012 09:00:15 AM
Contract Manager Approval	bfor1	01/09/2012 11:09:45 AM
Budget Analyst Approval	knielsen	01/20/2012 12:43:13 PM
BOE Agenda Approval	jburry	02/01/2012 15:52:56 PM

EMPLOYMENT AND TRAINING ADMINISTRATION ADVISORY SYSTEM U.S. DEPARTMENT OF LABOR Washington, D.C. 20210	CLASSIFICATION WIA/Wagner-Peyser
	CORRESPONDENCE SYMBOL OWI
	DATE October 26, 2011

ADVISORY: TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 9-11

TO: ALL STATE WORKFORCE AGENCIES
ALL STATE WORKFORCE LIAISONS

FROM: JANE OATES /s/
Assistant Secretary

SUBJECT: Revised Fiscal Year (FY) 2012 “Advance” Funding Levels Available
October 2011 for Workforce Investment Act (WIA) Programs and
Clarification on the Level of Governor’s Reserve

1. Purpose. Per recent Congressional action, this Training and Employment Guidance Letter (TEGL) has two purposes:

- a) To provide states with revised allotment levels for the WIA Adult and Dislocated Worker Fiscal Year 2012 “advance” funds which become available to states in October 2011. The revised levels are based on the 1.503 temporary rate of operations reduction included in the short-term Continuing Appropriations Acts of 2012.
- b) To clarify that the Governors’ Reserve is set at *five* percent for all Performance Year 2011 WIA funds.

2. References.

- Continuing Appropriations Act, 2012, Public Law (P.L.) 112-33, Sections 101, 115, and 133, enacted September 30, 2011, and Continuing Appropriations Act, 2012, P.L. 112-36, Sections 101, 115, and 133, enacted October 5, 2011
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- Full-Year Continuing Appropriations Act, 2011, P.L. 112-10, Division B, Title I, Section 1101, 1104, and 1119, and Section 1801 of Title VIII, signed April 15, 2011
- Department of Labor Appropriations Act, 2010, P.L. 111-117, Division D, Title I
- Training and Employment Guidance Letter (TEGL) 23-10 (May 3, 2011)
- Workforce Investment Act of 1998, (29 United States Code (U.S.C) 2801 et seq.), Public Law 105-220, as amended
- Wagner-Peyser Act, as amended (29 U.S.C. 49 et seq.)
- WIA Final Rule, 20 Code of Federal Regulations parts 660-671
- Planning Guidance for the Strategic State Plan for Title I of the Workforce

RESCISSIONS None	EXPIRATION DATE Continuing
----------------------------	--------------------------------------

Investment Act of 1998 and the Wagner-Peyser Act [(73 FR 72853) (Dec. 1, 2008)] (OMB No. 1205-0398)

3. **Background.** TEGL 26-10, issued May 10, 2011, announced Program Year (PY) 2011 WIA allotments to states. In this Change 1 TEGL, we inform states that recent Congressional actions, contained in the two short-term Continuing Appropriations Acts of 2012, P.L. 112-33 and P.L. 112-36, have caused the Employment and Training Administration to adjust some of these initial figures. It should be noted that there were no changes made to the WIA Youth Activities funds (available April 1, 2011), nor to the “base” portion of funding for Adult and Dislocated Worker activities that were made available July 1, 2011. However, the short-term Continuing Appropriations Acts put into effect a temporary rate of operations reduction (1.503 percent) for the FY 2012 “advance” WIA Adult and Dislocated Worker program funds (see sections 101 and 115 of both Acts). The revised allotment levels are listed in the attachments to this TEGL.

Additionally, in TEGL 26-10 states were informed that Congress decreased the level of PY 2011 base funds that Governors may reserve for statewide activities by 10 percentage points, from 15 percent to 5 percent. At that time there was some uncertainty whether this reduction also would apply to the FY 2012 “advance” portion of Adult and Dislocated Worker PY 2011 funding which typically becomes available in October 2011. Pursuant to section 133 in each of the Continuing Appropriations Acts of 2012, this TEGL clarifies that **the reduction in the Governors’ Reserve does apply to all (“base” and “advance”) PY 2011 funds.**

4. **Distribution of WIA Funds in PY 2011.**

- a) Within State Allocations of *Adult* and *Youth* Allotments. The distribution of the PY 2011 allotments must conform with the requirement that:
- 1) A minimum of 95 percent of each state’s revised Adult allotment will be allocated to local area activities; and
 - 2) A maximum of 5 percent of each state’s revised Adult allotment may be used for statewide activities as authorized under WIA.
- b) Within State Allocations of *Dislocated Worker* Allotments. The distribution of the PY 2011 allotments must conform with the requirement that:
- 1) A minimum of 70 percent of each state’s revised dislocated worker allotment will be allocated to local areas;
 - 2) A maximum of 5 percent of each state’s revised dislocated worker allotment may be used for statewide activities as authorized under WIA; and
 - 3) A maximum of 25 percent of each state’s revised dislocated worker allotment may be used for statewide rapid response activities as authorized under WIA.

The following table summarizes this information to show the formula breakdown for PY 2011 WIA funds:

	WIA Youth	WIA Adult	WIA Dislocated Worker
Statewide Activities (including State Admin)	Maximum 5%	Maximum 5%	Maximum 5%
Local Allocations	Minimum 95%	Minimum 95%	Minimum 70%
Rapid Response	-	-	Maximum 25%

Regarding funds set aside for statewide activities, states are authorized to reserve for state administration no more than five percent of each of the total allotments for WIA Youth, Adult, and Dislocated Worker programs

5. **Guidance on the Funding of Statewide Activities.** Over the past several months, states have been anticipating how the reductions in the Governor's Reserve would impact the state's ability to carry out required statewide workforce investment activities as described in WIA Section 134(a)(2)(B) and 20 C.F.R. 665.200 (b)-(i). States must continue to make investments in statewide activities central to state management of funds such as,
- operating fiscal and management accountability information systems (WIA Section 134(a)(2)(B)(vi) and 20 C.F.R. 665.200(b)(1)),
 - submitting required reports (WIA Section 136(f)),
 - disseminating the list of eligible training providers for adults and dislocated workers (WIA Section 134(a)(2)(B)(i) and 20 C.F.R. 665.200 (b)(1)), and youth activities (20 C.F.R. 665.200(b)(4)), and
 - providing technical assistance to poor performing local areas (WIA Section 134(a)(2)(B)(iv) and 20 C.F.R. 665.200(f)).

ETA is unlikely to approve a waiver of the above required activities. ETA realizes that some states may be unable to fund all required activities due to a lack of funding. Except for the activities listed above, States may request a waiver to exempt them from the requirement to carry out some of the required statewide activities described at 20 C.F.R. 665.200 (b)-(i) that would have been financed with PY 2011 funds.

In particular, ETA will approve a waiver from the requirement to:

- conduct evaluations (WIA Section 134(a)(2)(B)(ii) and 20 CFR 665.200(d)),
- provide incentive grants to local areas (WIA Section 134(a)(2)(B)(iii) and 20 CFR 665.200(e)), and

- disseminate training provider performance and cost information (20 CFR 665.200(b)(3)).

States may use the waiver templates provided in Attachment III if they wish to request any of the above waivers.

For other required statewide activities that states may want to waive, ETA will review and consider waiver requests on a case-by-case basis and in the context of each state's unique circumstances. These requests must include a justification that describes estimated costs to carry out the required activity for which the waiver is needed, how statewide funds are being used, and the extent to which the funding levels are insufficient to cover the activity. The request must also address the anticipated impact of not funding the activity, and whether it may directly affect WIA participant services.

States wishing to request new waivers must submit full waiver plans to ETA. The waiver plan must include all of the required elements listed in the WIA regulations at 20 CFR 661.420(c) and discussed in TEGL 26-09. States may use a submission form available at <http://www.doleta.gov/waivers/pdf/waiver-template.doc> which provides a description of each element and submittal instructions.

6. **Notice of Obligation (NOO)**. The Department will issue a NOO with the new FY 2012 "advance" amounts for the Adult and Dislocated Worker programs. Because the temporary rate of operations reduction will be taken into account when the NOO is issued, no further accounting action is required of the state.
7. **Other Policies and Reporting Pertaining to PY 2011 Funds**. See TEGL 26-10.
8. **Inquiries**. Questions regarding these allotments may be directed to the appropriate Regional Office. Information on allotments and planning requirements may also be found on the ETA Web site at <http://www.doleta.gov>.
9. **Attachments**.
 - I. WIA Dislocated Program *Revised* FY 2012 "Advance" Allotments, Based on 1.503 Temporary Rate of Operations Reduction
 - II. WIA Adult Program *Revised* FY 2012 "Advance" Allotments, Based on 1.503 Temporary Rate of Operations Reduction
 - III. Waiver Request Template



nevada**works**

Coordinating Workforce Development for Northern Nevada

November 17, 2011

Karlene Johnson
Workforce Investment Support Services
Department of Employment, Training and Rehabilitation
500 East Third Street
Carson City, Nevada 89713

Re: Program Year 2011 -- Budgets for Contracts

Dear Karlene:

Nevadaworks is submitting the Program Year 2011 Budgets as requested reflecting the TEGE 9-11 revised allotment levels and to clarify the Governor's Reserve 5% level. The Budgets also include a transfer of program allocations from the Dislocated Worker program to the Adult program that was approved under Modification # 1.

Programs and services will be delivered without a change in the Nevadaworks 2009 Local Workforce Area Plan.

If further information is required, please contact me.

Sincerely,

Elizabeth Wicks
Finance Manager

6490 South McCarran Blvd., Bldg. A, Suite 1, Reno, NV 89509
bwicks@nevadaworks.com 775-284-1338 Fax 775-337-9589



nevada works
Coordinating Workforce Development for Northern Nevada

WIA Annual Budget - Budget Detail A
Projected Funding and Expenditures

Revised for TEGL 9-11

Local Workforce Investment Board			PROGRAM YEAR - 2011		
Name: Nevadaworks		From: 4/1/2011 To: 6/30/2013 Youth			
		From: 7/1/2011 To: 6/30/2013 AD,DW			
A. COST CATEGORY	B. CURRENT YEAR ALLOCATION	C. TRANSFERS TO/FROM	D. TOTAL FUNDS AVAILABLE	E. PROJECTED EXPENDITURES	F. PROJECTED CARRY FORWARD FUNDS
1. Adults					
a. Administration	200,708	0	200,708		0
b. Employment & Training Services	1,806,369	715,000	2,521,369		0
c. Total:	2,007,077	715,000	2,722,077		0
2. Dislocated Workers					
Administration	327,268	0	327,268		0
b. Employment & Training Services	2,945,412	(715,000)	2,230,412		0
c. Total:	3,272,680	(715,000)	2,557,680		0
3. Youth					
a. Administration	212,790		212,790		0
b. Employment & Training /Educational Services	1,915,112		1,915,112		0
4. Total	2,127,902		2,127,902		0
B. Program Income					
Total WIA Title I Allocations	7,407,659	0	7,407,659		0

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12260** Amendment Number: **1**
 Agency Name: **EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **WORKFORCE CONNECTIONS**
 Agency Code: **902** Contractor Name: **WORKFORCE CONNECTIONS**
 Appropriation Unit: **4770-11** Address: **7251 W LAKE MEAD BLVD STE 200**
 Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89128-8365**
 If "No" please explain: Not Applicable Contact/Phone: Ardell Garbreth 702/636-2337
 Vendor No.: T81079028
 NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: PY11-A-02

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**
 Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**
 Contract term: **2 years**

4. Type of contract: **Interlocal Agreement**
 Contract description: **WIA Adult Allocation**

5. Purpose of contract:
This is the first amendment to the original interlocal agreement, which provides ongoing employment and training services to adults in southern Nevada. This amendment changes the contractor's name from Southern Nevada Workforce Investment Board to Workforce Connections and increases the maximum amount from \$5,182,567 to \$5,660,975 based on a directive from the Department of Labor's Training and Employment Guidance Letter Number 09-11 that reduces the advance allotments by 1.503% and decreases the Governor's Reserve account from 15% to 5%, which increases the Adult allotment.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$5,182,567.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$478,408.00
4. New maximum contract amount:	\$5,660,975.00

II. JUSTIFICATION

7. What conditions require that this work be done?
Workforce Investment Act (WIA) of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:
The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with the Workforce Investment Act.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Governor's Designated Agency
 CFR Part 652 et al

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Workforce Connections has been under contract with the Department of Employment, Training and Rehabilitation since 2000 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	01/06/2012 08:31:16 AM
Division Approval	rolso1	01/06/2012 08:48:26 AM
Department Approval	rolso1	01/06/2012 08:48:29 AM
Contract Manager Approval	bfor1	01/11/2012 08:00:03 AM
Budget Analyst Approval	knielsen	01/19/2012 10:50:43 AM
BOE Agenda Approval	jburry	02/01/2012 16:15:24 PM

EMPLOYMENT AND TRAINING ADMINISTRATION ADVISORY SYSTEM U.S. DEPARTMENT OF LABOR Washington, D.C. 20210	CLASSIFICATION WIA/Wagner-Peyser
	CORRESPONDENCE SYMBOL OWI
	DATE October 26, 2011

ADVISORY: TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 9-11

TO: ALL STATE WORKFORCE AGENCIES
ALL STATE WORKFORCE LIAISONS

FROM: JANE OATES /s/
Assistant Secretary

SUBJECT: Revised Fiscal Year (FY) 2012 “Advance” Funding Levels Available
October 2011 for Workforce Investment Act (WIA) Programs and
Clarification on the Level of Governor’s Reserve

1. Purpose. Per recent Congressional action, this Training and Employment Guidance Letter (TEGL) has two purposes:

- a) To provide states with revised allotment levels for the WIA Adult and Dislocated Worker Fiscal Year 2012 “advance” funds which become available to states in October 2011. The revised levels are based on the 1.503 temporary rate of operations reduction included in the short-term Continuing Appropriations Acts of 2012.
- b) To clarify that the Governors’ Reserve is set at *five* percent for all Performance Year 2011 WIA funds.

2. References.

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- Planning Guidance for the Strategic State Plan for Title I of the Workforce

RESCISSIONS None	EXPIRATION DATE Continuing
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Investment Act of 1998 and the Wagner-Peyser Act [(73 FR 72853) (Dec. 1, 2008)] (OMB No. 1205-0398)

3. **Background.** TEGL 26-10, issued May 10, 2011, announced Program Year (PY) 2011 WIA allotments to states. In this Change 1 TEGL, we inform states that recent Congressional actions, contained in the two short-term Continuing Appropriations Acts of 2012, P.L. 112-33 and P.L. 112-36, have caused the Employment and Training Administration to adjust some of these initial figures. It should be noted that there were no changes made to the WIA Youth Activities funds (available April 1, 2011), nor to the “base” portion of funding for Adult and Dislocated Worker activities that were made available July 1, 2011. However, the short-term Continuing Appropriations Acts put into effect a temporary rate of operations reduction (1.503 percent) for the FY 2012 “advance” WIA Adult and Dislocated Worker program funds (see sections 101 and 115 of both Acts). The revised allotment levels are listed in the attachments to this TEGL.

Additionally, in TEGL 26-10 states were informed that Congress decreased the level of PY 2011 base funds that Governors may reserve for statewide activities by 10 percentage points, from 15 percent to 5 percent. At that time there was some uncertainty whether this reduction also would apply to the FY 2012 “advance” portion of Adult and Dislocated Worker PY 2011 funding which typically becomes available in October 2011. Pursuant to section 133 in each of the Continuing Appropriations Acts of 2012, this TEGL clarifies that **the reduction in the Governors’ Reserve does apply to all (“base” and “advance”) PY 2011 funds.**

4. **Distribution of WIA Funds in PY 2011.**

- a) Within State Allocations of *Adult* and *Youth* Allotments. The distribution of the PY 2011 allotments must conform with the requirement that:
- 1) A minimum of 95 percent of each state’s revised Adult allotment will be allocated to local area activities; and
 - 2) A maximum of 5 percent of each state’s revised Adult allotment may be used for statewide activities as authorized under WIA.
- b) Within State Allocations of *Dislocated Worker* Allotments. The distribution of the PY 2011 allotments must conform with the requirement that:
- 1) A minimum of 70 percent of each state’s revised dislocated worker allotment will be allocated to local areas;
 - 2) A maximum of 5 percent of each state’s revised dislocated worker allotment may be used for statewide activities as authorized under WIA; and
 - 3) A maximum of 25 percent of each state’s revised dislocated worker allotment may be used for statewide rapid response activities as authorized under WIA.

The following table summarizes this information to show the formula breakdown for PY 2011 WIA funds:

	WIA Youth	WIA Adult	WIA Dislocated Worker
Statewide Activities (including State Admin)	Maximum 5%	Maximum 5%	Maximum 5%
Local Allocations	Minimum 95%	Minimum 95%	Minimum 70%
Rapid Response	-	-	Maximum 25%

Regarding funds set aside for statewide activities, states are authorized to reserve for state administration no more than five percent of each of the total allotments for WIA Youth, Adult, and Dislocated Worker programs

5. **Guidance on the Funding of Statewide Activities.** Over the past several months, states have been anticipating how the reductions in the Governor's Reserve would impact the state's ability to carry out required statewide workforce investment activities as described in WIA Section 134(a)(2)(B) and 20 C.F.R. 665.200 (b)-(i). States must continue to make investments in statewide activities central to state management of funds such as,
- operating fiscal and management accountability information systems (WIA Section 134(a)(2)(B)(vi) and 20 C.F.R. 665.200(b)(1)),
 - submitting required reports (WIA Section 136(f)),
 - disseminating the list of eligible training providers for adults and dislocated workers (WIA Section 134(a)(2)(B)(i) and 20 C.F.R. 665.200 (b)(1)), and youth activities (20 C.F.R. 665.200(b)(4)), and
 - providing technical assistance to poor performing local areas (WIA Section 134(a)(2)(B)(iv) and 20 C.F.R. 665.200(f)).

ETA is unlikely to approve a waiver of the above required activities. ETA realizes that some states may be unable to fund all required activities due to a lack of funding. Except for the activities listed above, States may request a waiver to exempt them from the requirement to carry out some of the required statewide activities described at 20 C.F.R. 665.200 (b)-(i) that would have been financed with PY 2011 funds.

In particular, ETA will approve a waiver from the requirement to:

- conduct evaluations (WIA Section 134(a)(2)(B)(ii) and 20 CFR 665.200(d)),
- provide incentive grants to local areas (WIA Section 134(a)(2)(B)(iii) and 20 CFR 665.200(e)), and

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States wishing to request new waivers must submit full waiver plans to ETA. The waiver plan must include all of the required elements listed in the WIA regulations at 20 CFR 661.420(c) and discussed in TEGL 26-09. States may use a submission form available at <http://www.doleta.gov/waivers/pdf/waiver-template.doc> which provides a description of each element and submittal instructions.

6. **Notice of Obligation (NOO)**. The Department will issue a NOO with the new FY 2012 "advance" amounts for the Adult and Dislocated Worker programs. Because the temporary rate of operations reduction will be taken into account when the NOO is issued, no further accounting action is required of the state.
7. **Other Policies and Reporting Pertaining to PY 2011 Funds**. See TEGL 26-10.
8. **Inquiries**. Questions regarding these allotments may be directed to the appropriate Regional Office. Information on allotments and planning requirements may also be found on the ETA Web site at <http://www.doleta.gov>.
9. **Attachments**.
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 - II. WIA Adult Program *Revised* FY 2012 "Advance" Allotments, Based on 1.503 Temporary Rate of Operations Reduction
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**workforceCONNECTIONS
PY2011 WIA Formula Budget
July 1, 2011 - June 30, 2012
(Revised January 3, 2012)**

Revenue by Funding Stream	Approved	Revised	\$ Change	Available for LWIB Operations		Service Providers	TOTAL
	Budget PY2011	Budget PY2011		10% Admin	16% Program		
Adult	5,182,567	5,660,975	478,408	566,098	905,766	4,189,121	5,660,975
Dislocated Worker	5,943,200	6,637,823	694,623	663,782	1,062,052	4,911,989	6,637,823
Youth	5,760,743	5,760,743	-	576,074	921,719	4,262,950	5,760,743
PY2010 Adult Budget Carry Forward	1,000,000	2,433,862	1,433,862	243,386	389,418	1,801,058	2,433,862
PY2010 Dislocated Worker Budget Carry Forward		443,620	443,620	44,362	70,979	328,279	443,620
PY2010 Youth Budget Carry Forward		2,905,927	2,905,927	290,593	464,948	2,150,386	2,905,927
Other Revenues (Interest)		1,250	1,250				1,250
Governor's Reserve - Strategic Initiative		75,000	75,000		75,000		75,000
Total Revenue by Funding Stream	\$ 17,886,510	\$ 23,919,200	\$ 6,032,690	\$ 2,384,295	\$ 3,891,122	\$ 17,643,783	\$ 23,919,200
					\$ 6,275,417		

Notes:

1. PY2011 Revenues include additional DETR funding Adult \$478,408 and Dislocated Worker \$694,623.
2. Carry forward funds have been estimated for PY2010 in the amount of \$5,783,409. These fund estimates will be revised later this year when the A-133 audit is complete.
3. The Department of Labor allows local boards to expend up to 10% of their total allocation for administrative costs. WC also allocates 16% of the total allocation for program management and oversight.
4. WIA funds have a two year life at the local level and an additional year at the state level.

Service Providers/Contractors	Approved	Revised	\$ Change	Service Providers	TOTAL
	Budget PY2011	Budget PY2011			
Adult Services	3,835,100	5,990,179	2,155,079	5,136,759	5,136,759
Dislocated Worker Services	4,397,968	5,240,268	842,300	4,493,688	4,493,688
Youth Services	4,262,949	6,413,336	2,150,387	5,413,336	5,413,336
Strategic Initiative - Adult/Dislocated Worker				1,600,000	1,600,000
Strategic Initiative - Youth				1,000,000	1,000,000
Subtotal Service Provider/Contractors	\$ 12,498,017	\$ 17,643,783	\$ 6,147,766	\$ 17,643,783	\$ 17,643,783

Administrative and Program Operating Expenditures - Board Staff

Expense Category	Approved	Revised	\$ Change			Total
	Budget PY2011	Budget PY2011		Admin	Program	
6260 Salaries	2,833,021	2,833,021	-	1,048,218	1,784,803	2,833,021
6265 Employee Fringe Benefits	991,557	991,557	-	366,876	624,681	991,557
6550 Employer Payroll Taxes	84,991	84,991	-	31,447	53,544	84,991
6100 Audit/Accounting Services	140,000	190,000	50,000	190,000	-	190,000
6120 Bank/Payroll Services	12,000	13,250	1,250	13,250	-	13,250
6130 Equipment/Furniture	75,000	100,000	25,000	32,000	68,000	100,000
6140 Equipment Repairs	5,000	5,000	-	1,600	3,400	5,000
6150 Legal Publication/Advertising	35,000	50,000	15,000	20,000	30,000	50,000
6160 Dues & Subscriptions	15,000	15,000	-	4,800	10,200	15,000
6170 Equipment Rental	20,000	20,000	-	6,400	13,600	20,000
6190 Insurance	45,000	45,000	-	14,400	30,600	45,000
6200 Janitorial & Maintenance	15,000	15,000	-	4,800	10,200	15,000
6210 Legal Fees	60,000	60,000	-	60,000	-	60,000
6230 License & Permits	5,000	5,000	-	1,600	3,400	5,000
6250 Office Supplies	25,000	25,000	-	8,000	17,000	25,000
6270 Postage & Delivery	5,000	5,000	-	1,600	3,400	5,000
6280 Printing & Reproduction	15,000	15,000	-	4,800	10,200	15,000
6285 Board Support & Travel	25,000	25,000	-	-	25,000	25,000
6290 Facility Rent/Lease	333,924	333,924	-	106,856	227,068	333,924
6300 Telephone	50,000	50,000	-	16,000	34,000	50,000
6305 Program Support Contracts	50,000	80,000	30,000	-	80,000	80,000
6306 Admin Support Contracts	55,000	55,000	-	55,000	-	55,000
6310 Travel - Staff	70,000	70,000	-	24,500	45,500	70,000
6320 Training & Seminars - Staff	45,000	65,000	20,000	24,050	40,950	65,000
6390 Utilities (included in Rent)	-	-	-	-	-	-
6440 Systems Communications Support	75,000	75,000	-	24,000	51,000	75,000
6500 Workforce Development Outreach	25,000	80,000	55,000	25,600	54,400	80,000
6700 Youth Program Activities	15,000	15,000	-	-	15,000	15,000
6720 Adult/DW Program Activities	15,000	15,000	-	-	15,000	15,000
6130-11 NVTrac - Data Tracking System	250,000	250,000	-	-	250,000	250,000
6850 Strategic Initiative	-	688,674	688,674	-	688,674	688,674
Subtotal Operating Expenditures	6,390,493	6,275,417	884,924	2,085,796	4,189,621	6,275,417
Total Expenditures	17,886,510	23,919,200		2,085,796	4,189,621	17,643,783
Fund Balance	\$ -	\$ -		\$ 298,499	\$ (298,499)	\$ -

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12261** Amendment Number: **1**

Agency Name: **EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **WORKFORCE CONNECTIONS**

Agency Code: **902** Contractor Name: **WORKFORCE CONNECTIONS**

Appropriation Unit: **4770-11** Address: **7251 W LAKE MEAD BLVD STE 200**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89128-8365**

If "No" please explain: Not Applicable Contact/Phone: **Ardell Galbreth 702/636-2337**

Vendor No.: **T81079028**

NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY11-DW-02**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date **02/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **2 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **WIA-DW Allocation**

5. Purpose of contract:

This is the first amendment to the original interlocal agreement, which provides ongoing employment and training services to dislocated workers in southern Nevada. This amendment changes the contractor's name from Southern Nevada Workforce Investment Board to Workforce Connections and increases the maximum amount from \$5,943,200 to \$6,637,823 based on a directive from the Department of Labor's Training and Employment Guidance Letter Number 09-11 that reduces the advance allotments by 1.503% and decreases the Governor's Reserve account from 15% to 5%, which increases the Dislocated Worker allotment.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$5,943,200.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$694,623.00
4. New maximum contract amount:	\$6,637,823.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIA.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Governor's designated Agency
 CFR Part 652 et al

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Workforce Connections has been under contract with the Department of Employment, Training, and Rehabilitation since 2000 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	01/06/2012 08:33:13 AM
Division Approval	rolso1	01/06/2012 08:55:16 AM
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(Revised January 3, 2012)**

Revenue by Funding Stream	Approved	Revised	\$ Change	Available for LWIB Operations		Service Providers	TOTAL
	Budget PY2011	Budget PY2011		10% Admin	16% Program		
Adult	5,182,567	5,660,975	478,408	566,098	905,766	4,189,121	5,660,975
Dislocated Worker	5,943,200	6,637,623	694,623	663,782	1,062,052	4,911,989	6,637,623
Youth	5,760,743	5,760,743	-	576,074	921,719	4,262,950	5,760,743
PY2010 Adult Budget Carry Forward	1,000,000	2,433,862	1,433,862	243,386	389,418	1,801,058	2,433,862
PY2010 Dislocated Worker Budget Carry Forward		443,620	443,620	44,362	70,979	328,279	443,620
PY2010 Youth Budget Carry Forward		2,905,927	2,905,927	290,593	464,948	2,150,386	2,905,927
Other Revenues (Interest)		1,250	1,250				1,250
Governor's Reserve - Strategic Initiative		75,000	75,000		75,000		75,000
Total Revenue by Funding Stream	\$ 17,886,510	\$ 23,919,200	\$ 6,032,690	\$ 2,384,295	\$ 3,891,122	\$ 17,643,783	\$ 23,919,200
					\$ 6,275,417		

Notes:

1. PY2011 Revenues Include additional DETR funding Adult \$478,408 and Dislocated Worker \$694,623.
2. Carry forward funds have been estimated for PY2010 in the amount of \$5,783,409. These fund estimates will be revised later this year when the A-133 audit is complete.
3. The Department of Labor allows local boards to expend up to 10% of their total allocation for administrative costs. WC also allocates 16% of the total allocation for program management and oversight.
4. WIA funds have a two year life at the local level and an additional year at the state level.

Service Providers/Contractors	Approved	Revised	\$ Change	Service Providers	TOTAL
	Budget PY2011	Budget PY2011			
Adult Services	3,835,100	5,990,179	2,155,079	5,136,759	5,136,759
Dislocated Worker Services	4,397,968	5,240,268	842,300	4,493,688	4,493,688
Youth Services	4,262,949	6,413,336	2,150,387	5,413,336	5,413,336
Strategic Initiative - Adult/Dislocated Worker				1,600,000	1,600,000
Strategic Initiative - Youth				1,000,000	1,000,000
Subtotal Service Provider/Contractors	\$ 12,498,017	\$ 17,643,783	\$ 6,147,766	\$ 17,643,783	\$ 17,643,783

Administrative and Program Operating Expenditures - Board Staff

Expense Category	Approved	Revised	\$ Change	Admin		Program	Total
	Budget PY2011	Budget PY2011		Admin	Program		
6260 Salaries	2,833,021	2,833,021	-	1,048,218	1,784,803		2,833,021
6265 Employee Fringe Benefits	991,557	991,557	-	366,876	624,681		991,557
6550 Employer Payroll Taxes	84,991	84,991	-	31,447	53,544		84,991
6100 Audit/Accounting Services	140,000	190,000	50,000	190,000	-		190,000
6120 Bank/Payroll Services	12,000	13,250	1,250	13,250	-		13,250
6130 Equipment/Furniture	75,000	100,000	25,000	32,000	68,000		100,000
6140 Equipment Repairs	5,000	5,000	-	1,600	3,400		5,000
6150 Legal Publication/Advertising	35,000	50,000	15,000	20,000	30,000		50,000
6160 Dues & Subscriptions	15,000	15,000	-	4,800	10,200		15,000
6170 Equipment Rental	20,000	20,000	-	6,400	13,600		20,000
6190 Insurance	45,000	45,000	-	14,400	30,600		45,000
6200 Janitorial & Maintenance	15,000	15,000	-	4,800	10,200		15,000
6210 Legal Fees	60,000	60,000	-	60,000	-		60,000
6230 License & Permits	5,000	5,000	-	1,600	3,400		5,000
6250 Office Supplies	25,000	25,000	-	8,000	17,000		25,000
6270 Postage & Delivery	5,000	5,000	-	1,600	3,400		5,000
6280 Printing & Reproduction	15,000	15,000	-	4,800	10,200		15,000
6285 Board Support & Travel	25,000	25,000	-	-	25,000		25,000
6290 Facility Rent/Lease	333,924	333,924	-	106,856	227,068		333,924
6300 Telephone	50,000	50,000	-	16,000	34,000		50,000
6305 Program Support Contracts	50,000	80,000	30,000	-	80,000		80,000
6306 Admin Support Contracts	55,000	55,000	-	55,000	-		55,000
6310 Travel - Staff	70,000	70,000	-	24,500	45,500		70,000
6320 Training & Seminars - Staff	45,000	65,000	20,000	24,050	40,950		65,000
6390 Utilities (included in Rent)	-	-	-	-	-		-
6440 Systems Communications Support	75,000	75,000	-	24,000	51,000		75,000
6500 Workforce Development Outreach	25,000	80,000	55,000	25,600	54,400		80,000
6700 Youth Program Activities	15,000	15,000	-	-	15,000		15,000
6720 Adult/DW Program Activities	15,000	15,000	-	-	15,000		15,000
6130-11 NVTrac - Data Tracking System	250,000	250,000	-	-	250,000		250,000
6850 Strategic Initiative	-	688,674	688,674	-	688,674		688,674
Subtotal Operating Expenditures	6,390,493	6,275,417	884,924	2,085,796	4,189,621		6,275,417
Total Expenditures	17,886,510	23,919,200		2,085,796	4,189,621	17,643,783	23,919,200
Fund Balance	\$ -	\$ -		\$ 298,499	\$ (298,499)	\$ -	\$ 0

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11779	Amendment Number: 3
Agency Name: EMPLOYMENT SECURITY DIVISION	Legal Entity Name: LOFTIN EQUIPMENT CO INC
Agency Code: 902	Contractor Name: LOFTIN EQUIPMENT CO INC
Appropriation Unit: 4771-07	Address: 12 N 45TH AVE
Is budget authority available?: Yes	City/State/Zip: PHOENIX, AZ 85043-3901
If "No" please explain: Not Applicable	Contact/Phone: Glen Rollins 602-272-9466
	Vendor No.: T29019896
	NV Business ID: NV199001033368

To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % ESD Special Fund

Agency Reference #: 1544-11-DETR

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/23/2010**
 Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **05/31/2014**
 Contract term: **3 years and 343 days**

4. Type of contract: **Contract**
 Contract description: **Generator Maintenan**

5. Purpose of contract:
This is the third amendment to the original contract, which provides annual scheduled maintenance, load testing, and biweekly operational inspection for the KATOLKITE 1500 kilowatt diesel generator, which is located at 2800 E. St. Louis Avenue, Las Vegas, Nevada. This amendment increases the maximum amount from \$21,345 to \$46,000 to allow for equipment repairs and parts replacement.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,345.00
2. Total amount of any previous contract amendments:	\$20,000.00
3. Amount of current contract amendment:	\$24,655.00
4. New maximum contract amount:	\$46,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?
 Maintenance, battery, and belt replacement is required for proper operation of this generator.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
 State employees do not have the expertise to perform this work.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Vendor offered the best services and the lowest bid.

d. Last bid date: 04/20/2010 Anticipated re-bid date: 02/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Loftin Equipment Co. has been performing satisfactory service for the Department of Employment, Training, and Rehabilitation since June, 2010.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	01/06/2012 08:36:37 AM
Division Approval	rolso1	01/06/2012 15:35:10 PM
Department Approval	rolso1	01/06/2012 15:35:16 PM
Contract Manager Approval	bfor1	01/09/2012 12:46:28 PM
Budget Analyst Approval	knielsen	01/19/2012 11:27:49 AM
BOE Agenda Approval	jburry	02/01/2012 16:10:56 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV6316** Amendment Number: **2**

Agency Name: **DETR ADMINISTRATIVE SERVICES** Legal Entity Name: **Harry's Business Machines**

Agency Code: **908** Contractor Name: **Harry's Business Machines**

Appropriation Unit: **All Budget Accounts - Category 04** Address: **323 West Street**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89501**

If "No" please explain: **Not Applicable** Contact/Phone: **Gary Foote 775-322-4559**

Vendor No.: **PUR0000812**

NV Business ID: **NV1929100037**

To what State Fiscal Year(s) will the contract be charged? **2010-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % All DETR budget accounts

Agency Reference #: 1314-11-DETR

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2009**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **04/30/2013**Contract term: **3 years and 304 days**4. Type of contract: **Contract**Contract description: **General Equipment Maintenance and Repair Services**

5. Purpose of contract:

This is the second amendment to the original contract, which provides ongoing general equipment maintenance and repair services for all needed equipment used at department owned facilities. This amendment increases the maximum amount from \$17,500 to \$30,000 due to an increased number of repairs.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,500.00
2. Total amount of any previous contract amendments:	\$8,000.00
3. Amount of current contract amendment:	\$12,500.00
4. New maximum contract amount:	\$30,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department of Employment, Training and Rehabilitation requires general equipment maintenance and repair services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the expertise to perform the work or stock parts for this work.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Contractor was part of a pool of vendors solicited.

d. Last bid date: 11/08/2011 Anticipated re-bid date: 01/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Harry's Business Machines has been providing satisfactory service for the Department of Employment, Training and Rehabilitation since July 2009.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	01/06/2012 08:46:13 AM
Division Approval	rolso1	01/06/2012 09:32:21 AM
Department Approval	rolso1	01/06/2012 09:32:35 AM
Contract Manager Approval	bfor1	01/20/2012 09:52:39 AM
Budget Analyst Approval	knielsen	01/20/2012 10:18:44 AM
BOE Agenda Approval	jburry	02/01/2012 15:55:54 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11161** Amendment Number: **2**

Agency Name: **DETR ADMINISTRATIVE SERVICES** Legal Entity Name: **Southern Nevada Fire Protection Inc.**

Agency Code: **908** Contractor Name: **Southern Nevada Fire Protection Inc.**

Appropriation Unit: **All Budget Accounts - Category 04** Address: **3225 East Post Road**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas , NV 89120**

If "No" please explain: **Not Applicable** Contact/Phone: **Randy Purney 702-458-8600**

Vendor No.: **T27026822**

NV Business ID: **NV20101505530**

To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % All budget accounts

Agency Reference #: **1541-12-DETR**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/10/2010**

Anticipated BOE meeting date **02/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **04/30/2012**

Contract term: **3 years and 356 days**

4. Type of contract: **Contract**

Contract description: **Alarm service**

5. Purpose of contract:

This is the second amendment to the original contract, which provides for the ongoing installation, monitoring and maintenance on the alarm service for Department of Employment, Training, and Rehabilitation facilities in the Las Vegas area. This amendment extends the termination date from April 30, 2012 to May 31, 2014 and increases the maximum amount from \$9,500 to \$25,000 due to the extension of the contract.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,500.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$15,500.00
4. New maximum contract amount:	\$25,000.00
and/or the termination date of the original contract has changed to:	05/31/2014

II. JUSTIFICATION

7. What conditions require that this work be done?

Security and fire alarm monitoring.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No skilled personnel available.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
Lowest bid

d. Last bid date: 03/25/2010 Anticipated re-bid date: 02/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has been performing service since June 2010, for the Department of Employment, Training and Rehabilitation and the works performed have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	12/15/2011 11:54:09 AM
Division Approval	tnash	12/16/2011 11:51:30 AM
Department Approval	rolso1	12/28/2011 13:45:36 PM
Contract Manager Approval	bfor1	01/10/2012 08:50:45 AM
Budget Analyst Approval	knielsen	01/11/2012 16:16:09 PM
BOE Agenda Approval	jburry	02/01/2012 16:10:07 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12942**

Agency Name: LICENSING BOARDS & COMMISSIONS	Legal Entity Name: Lorylynn Ltd.
Agency Code: BDC	Contractor Name: Lorylynn Ltd.
Appropriation Unit: B003 - All Categories	Address: 1150 Silver Crest Circle
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89523
If "No" please explain: Not Applicable	Contact/Phone: Loretta L. Ponton 775-829-7375
	Vendor No.:
	NV Business ID: NV20061202027

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Licensing Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2012**

Anticipated BOE meeting date **02/2012**

Retroactive? **Yes**

If "Yes", please explain

The Board was verbally notified by the former Administrator in that she would not be renewing her contract; thereby leaving the Board without any staff to run the Board. Temporary safeguards have been put into place, however, an Executive Director must be contracted with immediately to ensure the Board is able to protect the public's health welfare and safety as is required by law.

3. Termination Date: **12/31/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Exec. Director Svs**

5. Purpose of contract:

This is a new contract to provide executive director services and board administration for the Board of Examiners for Audiology and Speech Pathology.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,900.00**

Payment for services will be made at the rate of \$2,075.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 637.150 and NAC 637B.015 provides the Board's authority to appoint an administrator and establish the salary.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Board must obtain its own staffing; there are no employees of the Board.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Vendor has extensive experience in providing similar services and received the highest evaluation score.

d. Last bid date: 12/02/2011 Anticipated re-bid date: 10/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Lorylynn Ltd. currently holds a contract with the Board of Occupational Therapy. Services have been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	b0310000	12/21/2011 15:13:21 PM
Division Approval	b0310000	12/21/2011 15:13:26 PM
Department Approval	b0310000	12/21/2011 15:13:31 PM
Contract Manager Approval	b0310000	12/21/2011 15:15:27 PM
Budget Analyst Approval	kkolbe	01/04/2012 07:39:39 AM
BOE Agenda Approval	jmurph1	01/18/2012 11:21:04 AM
BOE Final Approval	Pending	



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

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CATHERINE CORTEZ MASTO
Attorney General

KEITH MUNRO
Assistant Attorney General

GREG SMITH
Chief of Staff

MEMORANDUM

TO: Board of Examiners
FROM: Henna Rasul, Senior Deputy Attorney General
DATE: December 21, 2011
RE: Retroactive Independent Contract

This memo is to advise the Board of Examiners that the Independent Contract for the Board of Examiners for Audiology and Speech Pathology (Board) and Lorylynn Ltd., Part-Time Executive Director, will have a start date prior to the Board of Examiner's next meeting, and will take effect January 1, 2012, upon BOE approval. The Board was notified by the former Executive Director that she would not be renewing her contract, thereby leaving the Board without any staff to run the Board. Temporary safeguards have been put into place, however, an Executive Director must be contracted with immediately to ensure the Board is able to protect the public's health welfare and safety as is required by law.

We appreciate your consideration regarding this matter.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12958**

Agency Name: LICENSING BOARDS & COMMISSIONS	Legal Entity Name: PSI Services, LLC
Agency Code: BDC	Contractor Name: PSI Services, LLC
Appropriation Unit: B006 - All Categories	Address: 2950 N. Hollywood Way, Ste 200
Is budget authority available?: Yes	City/State/Zip: Burbank, CA 91505
If "No" please explain: Not Applicable	Contact/Phone: null818-847-6180
	Vendor No.:
	NV Business ID: NV20061738290

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Licensing Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **RFP # 1944**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/01/2012**

Anticipated BOE meeting date **02/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **02/29/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Testing Services**

5. Purpose of contract:

This is a new contract to provide cosmetology licensing testing services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,250,000.00**

Other basis for payment: **Monthly based on the number of exams.**

II. JUSTIFICATION

7. What conditions require that this work be done?

The state requires a contractor to provide testing services for Cosmetology candidates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state does not have the capability to provide these services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

After a thorough evaluation by a committee this vendor had the highest evaluation criteria.

d. Last bid date: 10/05/2011 Anticipated re-bid date: 10/05/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

PSI is a current vendor for the Board of Cosmetology since January 2010 and the quality of service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dlblasko	12/30/2011 07:49:02 AM
Division Approval	dlblasko	12/30/2011 07:49:18 AM
Department Approval	dlblasko	12/30/2011 07:49:25 AM
Contract Manager Approval	dlblasko	12/30/2011 07:49:34 AM
Budget Analyst Approval	kkolbe	01/10/2012 11:07:43 AM
BOE Agenda Approval	jmurph1	01/11/2012 14:57:51 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12895**

Agency Name:	LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	Walter Bruce Robb, Esq.
Agency Code:	BDC	Contractor Name:	Walter Bruce Robb, Esq.
Appropriation Unit:	B011 - All Categories	Address:	201 W. Liberty Suite 210
Is budget authority available?:	Yes	City/State/Zip:	Reno, NV 89501
If "No" please explain:	Not Applicable	Contact/Phone:	Bruce Robb, Esq. 775-329-2255
		Vendor No.:	
		NV Business ID:	NV20121001724
To what State Fiscal Year(s) will the contract be charged?	2012-2015		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % License fees paid by contractors
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2012**

Anticipated BOE meeting date 01/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2014**Contract term: **2 years and 334 days**4. Type of contract: **Contract**Contract description: **Legal Services**

5. Purpose of contract:

This is a new contract to provide legal services to the Nevada State Contractors Board. These services will include but not be limited to professional advice and assistance on matters relating to the State Board including disciplinary complaints and proceedings, represent the State Board in matters affecting members of the general public, and assist the Chairman and Executive Officer in the prompt and efficient processing of proposed amendments to existing regulations and legislation affecting the State Board.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Payment for services will be made at the rate of \$200.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board requires legal representation as needed and requested to carry out the duties set forth in NRS 624.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Ongoing litigation, contractor's expertise.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Professional Service Exempt based on NAC 333.150 2b. Contractor was originally chosen because of his extensive experience with contractor law, administrative law and Nevada state licensing boards.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Provided excellent service to the Nevada State Professional Engineers & Land Surveyors.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dlumbert	12/02/2011 15:31:42 PM
Division Approval	dlumbert	12/02/2011 15:31:50 PM
Department Approval	dlumbert	12/02/2011 15:31:53 PM
Contract Manager Approval	dlumbert	01/03/2012 12:10:44 PM
Budget Analyst Approval	kkolbe	01/10/2012 15:39:46 PM
BOE Agenda Approval	jmurph1	01/11/2012 14:55:46 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12913**

Agency Name: MASTER SERVICE AGREEMENTS	Legal Entity Name: Integrity Court Reporting
Agency Code: MSA	Contractor Name: Integrity Court Reporting
Appropriation Unit: 9999 - All Categories	Address: 7835 S. Rainbow Blvd. #4-25
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89139
If "No" please explain: Not Applicable	Contact/Phone: Debbie Hines 702-509-3121
	Vendor No.:
	NV Business ID: NV20101547817
To what State Fiscal Year(s) will the contract be charged?	2012-2013

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: RFQ 1769

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/01/2012**

Anticipated BOE meeting date 02/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **05/31/2013**Contract term: **1 year and 90 days**4. Type of contract: **MSA**Contract description: **Court Reporting Svcs**

5. Purpose of contract:

This is a new contract to provide Court Reporting services as needed on a statewide basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: Other basis for payment: Services will be provided at a cost of \$35.00 per hour during regular hours of appearance 7am 6pm, with a minimum of \$150.00; after hours charge of \$40.00 per hour for proceeding before 7am or after 6pm; \$150.00 cancellation charge w/o 24 hour notice; balance of miscellaneous fees as listed within Attachment AA, Court Reporter Rates. Travel expenses will be reimbursed at the State of Nevada travel rates, with installments payable by using agency within 30 days from receipt of invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

Various state agencies require that their meeting be recorded and transcribed by a contract reporter for public use and/or for internal use.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Many agencies lack the staff and equipment to handle the volume of reporting services required.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Contractor has met all required qualifications and has agreed to court reporting pricing paid by the State.

d. Last bid date: 02/02/2009 Anticipated re-bid date: 01/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sberry	01/06/2012 09:12:04 AM
Division Approval	sberry	01/06/2012 09:12:06 AM
Department Approval	sberry	01/06/2012 09:12:09 AM
Contract Manager Approval	nfese1	01/06/2012 09:42:16 AM
Budget Analyst Approval	csawaya	01/18/2012 16:45:36 PM
BOE Agenda Approval	jmurph1	01/19/2012 14:01:16 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12999**

Agency Name: MASTER SERVICE AGREEMENTS	Legal Entity Name: iSYS LLC
Agency Code: MSA	Contractor Name: iSYS LLC
Appropriation Unit: 9999 - All Categories	Address: 7926 Jones Branch Drive, Suite
Is budget authority available?: Yes	City/State/Zip: McLean, VA 22102
If "No" please explain: Not Applicable	Contact/Phone: Jin Kang 703-349-5644
	Vendor No.:
	NV Business ID: NV20121042692
To what State Fiscal Year(s) will the contract be charged?	2012-2016

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % VARIOUS

Agency Reference #: **RFP 1911**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **02/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/31/2016**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Audit Services**

5. Purpose of contract:

This is a new contract to provide telecommunications audit services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00**

Other basis for payment: Rates are listed in the Contractor's Revised Cost Proposal, dated 01/05/12 (Attachment D to Contract)

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract is a cost-savings measure. Contractor will verify all telecommunications charges are billed correctly and comply with all contracts, eliminate unnecessary cost, and to create an inventory of equipment and services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the resources or the technology to fully accomplish these services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor received the highest score by the evaluation committee in a competitive selection process.

d. Last bid date: 10/06/2011 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	01/10/2012 16:26:34 PM
Division Approval	ldeloach	01/10/2012 16:26:37 PM
Department Approval	kperondi	01/10/2012 16:46:10 PM
Contract Manager Approval	cjanes	01/20/2012 10:54:53 AM
Budget Analyst Approval	csawaya	01/24/2012 15:10:34 PM
BOE Agenda Approval	jmurph1	01/24/2012 15:56:24 PM
BOE Final Approval	Pending	



DEPARTMENT OF ADMINISTRATION

**209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us>**

Date: January 6, 2012
To: Stephanie Day, Deputy Director
Department of Administration
From: Jim Rodriguez, Budget Analyst IV
Budget and Planning Division
Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

The following describes an information item submitted for placement on the agenda of the next Board of Examiners meeting:

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF
STATE LANDS**

Reason for submittal, i.e., statutory requirement, letter of intent, IFC request, etc.

Pursuant to NRS Chapters 111, Statutes of the Nevada, 1989 at page 263, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending December 31, 2011 (reference NRS 321.5954).

Brief description

- **1989 Tahoe Basin Act**
The agency reports there were no transfers of lands or interests in lands during the quarter.

There were no acquisitions of lands or interest in lands during this quarter.
- **Lake Tahoe Mitigation Program**
The agency reports that there was one Residential Development Right transaction under this program for the quarter. The Right was associated with a parcel of land that the Nevada Land Bank purchased using excess coverage mitigation funds received in

Addendum:

NRS 321.5954 Powers and duties of Division and State Land Registrar regarding programs to preserve, restore and enhance Lake Tahoe Basin.

1. In carrying out a program authorized pursuant to NRS 321.5953, the Division may, as the State Land Registrar deems appropriate regarding particular parcels of land:

- (a) Acquire, from a willing owner, real property or an interest in real property in the Lake Tahoe Basin by donation, purchase or exchange;
- (b) Transfer real property or an interest in real property in the Lake Tahoe Basin by sale, lease or exchange;
- (c) Eliminate, or mitigate the effects of, development, land coverage or features or conditions of real property acquired pursuant to paragraph (a) that are detrimental to the natural environment of the Lake Tahoe Basin; and
- (d) Retire, extinguish or otherwise terminate rights to develop or place land coverage on real property acquired pursuant to paragraph (a).

2. The State Land Registrar may transfer real property or an interest in real property acquired pursuant to this section:

- (a) To state and federal agencies, local governments and nonprofit organizations for such consideration as the State Land Registrar deems to be reasonable and in the interest of the general public.
- (b) To other persons for a price that is not less than the fair market value of the real property or interest.

3. Before real property or an interest in real property is transferred pursuant to this section, the State Land Registrar shall record a declaration of restrictions or deed restrictions if the State Land Registrar determines that such restrictions are necessary to protect the public interest.

4. The State Land Registrar shall report quarterly to the State Board of Examiners regarding the real property or interests in real property transferred pursuant to this section.

5. Notwithstanding any other provision of law, a person shall not acquire, disturb or use real property or an interest in real property acquired by this State pursuant to this section unless the person first obtains written authorization from the State Land Registrar.

6. As used in this section:

(a) "Interest in real property" includes, without limitation:

- (1) An easement for conservation as that term is defined in NRS 111.410;
- (2) The right to develop the real property;
- (3) The right to place land coverage on the real property; and
- (4) Such other easements or rights as are appurtenant to the real property.

(b) "Land coverage" means a covering over or compaction of the natural surface of the ground that prevents water from percolating into the ground.

(Added to NRS by 1999, 2018)

LEO DROZDOFF
Director

Department of Conservation
and Natural Resources

JAMES R. LAWRENCE
Administrator

BRIAN SANDOVAL
Governor



State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program -Q1

Address Reply to

Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, Nevada 89701-5246
Phone (775) 684-2720
Fax (775) 684-2721
Web www.lands.nv.gov

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

January 3, 2012

MEMORANDUM

TO: Jeff Mohlenkamp, Clerk
Nevada State Board of Examiners

FROM: James Lawrence, Administrator 
Division of State Lands

RE: **BOARD OF EXAMINERS QUARTERLY REPORT OF THE TAHOE BASIN ACT AND LAKE TAHOE MITIGATION PROGRAM – 2nd QUARTER SFY 2012**

RECEIVED

JAN 05 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Tahoe Basin Act:

Pursuant to Chapter 111, Statutes of Nevada, 1989, at page 263, which requires a quarterly report to the Board of Examiners, this memorandum is to report lands or interests in lands transferred, sold, exchanged or leased under the Tahoe Basin Act program during the quarter ending December 31, 2011.

- There were no transfers of lands or interests in lands during this quarter.
- There were no acquisitions of lands or interests in lands during this quarter.

Lake Tahoe Mitigation Program:

Pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, which requires a quarterly report to the Board of Examiners, this memorandum is to report real property or interests in real property transferred under this program during the quarter ending December 31, 2011.

- The Nevada Division of State Lands sold one Residential Development Right ("Right") from the Nevada Land Bank to a property owner in the Stateline area of Douglas County, Lake Tahoe. Escrow closed on December 16, 2011. The Right was associated with a parcel that the Land Bank purchased using excess coverage mitigation funds in 2000 and will allow the Stateline homeowner to construct a secondary dwelling unit on their parcel. Per NRS 321.5954, the fair market value of the Right was determined through an appraisal prior it being offered for sale. The sale of the Right generated a total of \$12,950.00 in proceeds for the Nevada Land Bank. This money was deposited into BA 4200 to be used to carry out the intent of the Nevada Land Bank.

In the event you have any questions or wish additional information please call me.

JL/er

cc: Leo Drozdoff, Director, Department of Conservation and Natural Resources

4

January 18, 2012

Mr. Evan Dale, Division Administrator, Administrative Services
State of Nevada ("Issuer")
Bladsdel Building, Suite 304
209 East Musser Street
Carson City, Nevada 89701



TRANSMITTAL LETTER FOR

**CONTROL #1.00
\$149,990,000.00
STATE OF NEVADA
GENERAL OBLIGATION (LIMITED TAX)
CAPITAL IMPROVEMENT BONDS, SERIES 2006E
DATE OF ISSUE: NOVEMBER 29, 2006
CALCULATIONS RELATED TO THE
18-MONTH EXPENDITURE REQUIREMENTS
IN LIEU OF ARBITRAGE REBATE CALCULATIONS
ON THE CONSTRUCTION FUND
FOR THE THREE 6-MONTH PERIODIC INTERVALS:
NOVEMBER 29, 2006 TO MAY 29, 2007
MAY 29, 2007 TO NOVEMBER 29, 2007
NOVEMBER 29, 2007 TO MAY 29, 2008
AS OF THE DATE OF THIS REPORT
JANUARY 18, 2012**

We have enclosed the report for the calculations pertaining to the 18-month expenditure exception ("18-Month Expenditure Exception Requirements") for the total gross proceeds ("Total Gross Proceeds") (the opinion letter, together with the Exhibits with respect to the three 6-Month Periodic Intervals, the "Report") for the above-referenced issue of tax-exempt debt ("Debt") for the Issuer. In accordance with the 18-Month Expenditure Exception Requirements, the Total Gross Proceeds for the Debt (which includes actual earnings for the Construction Fund and projected future interest earnings for the entire 18-Month period as of each 6-month periodic interval) should have been spent according to the following expenditure spending schedule:

<u>6-Month Periodic Interval</u>	<u>Cumulative Expenditure Target</u>
6	15%
12	60%
18	100%

As explained in more detail in this Report, the Issuer satisfied the 18-Month Expenditure Exception Requirements for the Debt for each of the three 6-Month Periodic Intervals, and spent 100% of the Total Gross Proceeds by May 29, 2008, the third 6-Month Periodic Interval. Compliance with all three milestone requirements of the 18-Month Expenditure Exception Requirements provides for an exception to the arbitrage rebate requirements for the Issuer with respect to the Construction Fund for the Debt. Since the 18-Month Expenditure Exception Requirements have been met, *there are no current or future Rebate Installment payment requirements with respect to the Debt, based upon compliance with the exception as described.*

If you have any questions regarding this Report and related matters please call *Robert Goubert* or *Doug Pahnke* at (800) 672-9993 ext. 7536. We will be happy to discuss any aspect of these calculations.

Very truly yours,

ARBITRAGE COMPLIANCE SPECIALISTS, INC.

Arbitrage Compliance Specialists, Inc.

January 18, 2012

Mr. Evan Dale, Division Administrator, Administrative Services
 State of Nevada ("Issuer")
 Bladsdel Building, Suite 304
 209 East Musser Street
 Carson City, Nevada 89701



CONTROL #1.00
\$149,990,000.00
STATE OF NEVADA
GENERAL OBLIGATION (LIMITED TAX)
CAPITAL IMPROVEMENT BONDS, SERIES 2006E
DATE OF ISSUE: NOVEMBER 29, 2008
CALCULATIONS RELATED TO THE
18-MONTH EXPENDITURE REQUIREMENTS
IN LIEU OF ARBITRAGE REBATE CALCULATIONS
ON THE CONSTRUCTION FUND
FOR THE THREE 6-MONTH PERIODIC INTERVALS:
NOVEMBER 29, 2006 TO MAY 29, 2007
MAY 29, 2007 TO NOVEMBER 29, 2007
NOVEMBER 29, 2007 TO MAY 29, 2008
AS OF THE DATE OF THIS REPORT
JANUARY 18, 2012

At your request, Arbitrage Compliance Specialists, Inc. ("ACS") has prepared computations for the 18-Month expenditure exception ("18-Month Expenditure Exception Requirements") as described in Section 148(f)(4) of the Internal Revenue Code of 1986, as amended ("Code") and the Treasury Regulations ("Regulations") for the Issuer to the United States Treasury, Internal Revenue Service ("IRS") with respect to the above-referenced issue of tax-exempt debt ("Debt") for each 6-month periodic interval ("6-Month Periodic Interval") following November 29, 2005 until all available total gross proceeds ("Total Gross Proceeds") had been spent. The computations attached for each of the three 6-month periodic intervals (this opinion letter, together with the Exhibits, the "Report") have been performed by ACS and are based upon information, instructions, assumptions and representations as provided to ACS by the Issuer. Certain dates, events, reporting information, computations and payment details relating to the Debt are summarized below.

<u>6-Month</u> <u>Periodic</u> <u>Interval</u>	<u>Semi-Annual</u> <u>Spending Periods</u>	<u>Total Gross</u> <u>Proceeds</u>	<u>Total</u> <u>Cumulative</u> <u>Expenditure</u> <u>Target</u>	<u>Total</u> <u>Spending</u> <u>Requirement</u>	<u>Actual</u> <u>Spending</u>	<u>(Underage) or</u> <u>Overage of</u> <u>Expenditures</u> <u>to</u> <u>Spending</u> <u>Requirements</u>
6	11/29/06 – 5/29/07	\$160,708,370.14	15%	\$ 24,106,255.52	\$ 39,753,595.71	\$15,647,340.19
12	5/29/07 – 11/29/07	\$160,708,370.14	60%	\$ 96,425,022.08	\$141,738,172.84	\$45,313,150.76
18	11/29/07 – 5/29/08	\$160,708,370.14	100%	\$160,708,370.14	\$160,708,370.14	\$ 0.00

ACS has developed a procedure for calculating the 18-Month Expenditure Exception Requirements under the Code using the rules set forth in the Code and Regulations, and in consultation with nationally recognized bond and tax counsel. It is the advice of our bond and tax counsel that the procedures being used by ACS are similar to the methodologies generally used by many providers of similar calculation services related to the 18-Month Expenditure Exception Requirements.

The scope of our engagement was limited to the preparation of computations related to the 18-Month Expenditure Exception Requirements for the Debt for the 6-month periodic intervals until the Total Gross Proceeds were 100% spent. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness or the accuracy of such information for purposes of our calculations related to the 18-Month Expenditure Exception Requirements.

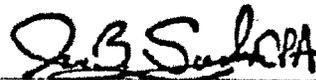
For purposes of this Report, pursuant to the Regulations, it has been assumed that (a) no investment acquired by the Issuer acquired for an amount in excess of the fair market value of such investment, and (b) no investment has been sold or otherwise disposed of by the Issuer for an amount which is less than the fair market value of such investment. In addition, pursuant to the Regulations, it has been assumed that any administrative costs have not increased the costs for investments or reduced the income from investments as included in these calculations.

Factors that ACS has taken into consideration for purposes of the computations and conclusions contained in this Report include the following:

- a) Based upon ACS' understanding from a review of the documents it has been provided and on information and instructions from the Issuer, ACS has assumed for purposes of its analysis that there are no other funds, accounts or amounts for which the Issuer has provided records, which constituted Total Gross Proceeds for the Debt at any time, other than the investment and expenditure transactions, as presented in this Report. The Total Gross Proceeds are subject to the 18-Month Expenditure Exception Requirements until the Total Gross Proceeds were 100% spent, and therefore, only these amounts are the subject of our analysis herein. Total Gross Proceeds and expenditures for each spending period are determined in the Exhibits in this Report.
- b) The Issuer has advised us that on November 29, 2006, the balances in the Construction Fund, consisting of all Total Gross Proceeds as referred to above, were invested in various instruments. Based on information provided by the Issuer, the investment of the Debt Proceeds is as presented in the Exhibits in this Report.
- c) ACS has not been requested to express an opinion on the tax status of the Debt, and accordingly, does not express such an opinion.

ARBITRAGE COMPLIANCE SPECIALISTS, INC.

BY:



Ira B. Sacks, Director
Certified Public Accountant

18-MONTH SPENDING REPORT

\$149,990,000
 STATE OF NEVADA
 GENERAL OBLIGATION (LIMITED TAX)
 CAPITAL IMPROVEMENT BONDS
 SERIES 2006E
 {18-MONTH SPENDING EXCEPTION
 IN-LIEU OF ARBITRAGE REBATE REQUIREMENTS}

18-MONTH EXPENDITURE REQUIREMENTS AND CALCULATIONS

18-MONTH EXPENDITURE TIMETABLE:

Delivery Date	11/29/06	05/29/07	11/29/07	05/29/08
6 Months		15%		
12 Months			60%	
18 Months				100%

PRINCIPAL PORTION:

PRINCIPAL AMOUNT OF BONDS	149,990,000.00
PLUS: ORIGINAL ISSUR PREMIUM	5,844,277.75
LESS: UNDERWRITERS COMP	-305,979.60
LESS: BOND INSURANCE PREMIUM	-214,300.00
PLUS: EARNINGS ON PROCEEDS	5,394,371.99*
Principal Total	160,708,370.14

GROSS PROCEEDS (PRINCIPAL+EARNINGS) 160,708,370.14

EARNINGS PORTION:

SOURCE	EARNINGS ESTIMATED	TOTAL
***** EARNINGS *****		
ESTIMATED FROM ISSUER'S QUARTERLY INTEREST RATE ALLOCATIONS		

SPENDDOWN COMPUTATION TIMETABLE:

EXPENDITURE REQUIREMENTS	18 MONTHS-100%	12 MONTHS-60%	6 MONTHS-15%
EXPENDITURES TO END OF SPENDDOWN PERIOD (DATA EXHIBIT)	160,708,370.14	96,425,022.08	24,106,255.52
AMOUNT OF EXPENDITURES OVER (UNDER) REQUIREMENTS	160,708,370.14	141,738,172.84	39,753,595.71
****REQUIREMENTS COMPLETED FOR ALL SPENDDOWN PERIODS****	0.00	45,313,150.76	15,647,340.19

ARBITRAGE COMPLIANCE SPECIALISTS, INC.

DATA EXHIBIT

STATE OF NEVADA \$149,990,000 GENERAL OBLIGATION (LIMITED TAX) CAPITAL IMPROVEMENT BONDS, SERIES 2006E
 18-MONTH SPENDING EXCEPTION CALCULATIONS TO DETERMINE SPENDING EXCEPTION MILESTONES
 CAPITAL EXPENDITURES ALLOCATED TO THE SERIES 2006E BONDS

Document Number	Record Date	Appropriation Name	Dollar Amount	Vendor Name	Daily Balance	Daily Earnings	Annual Earnings %
		Beginning Balance-Series 2006E	155,313,998.15		155,313,998.15		
PV08800000613441	29-Nov-2006	UNLV GREENSPUN COL OF URB AFRS	8.26	FEDEX GROUND PACKAGE SYSTEM	19,945.68	19,945.68	4.68739%
PV08800000613705	30-Nov-2006	SNAMHS PSYCH HOSPITAL FR&E	265.00	PAXSON, LARRY L DBA	0.00	0.00	4.68739%
PV08800000613705	30-Nov-2006	SNAMHS PSYCH HOSPITAL FR&E	340.00	PAXSON, LARRY L DBA	19,948.16	19,948.16	4.68739%
PV08800000614286	01-Dec-2006	05-CO1 B&G G SWYR BLDG RETILE	19,617.19	CONSTRUCTION CLAIMS MANAGEMENT	0.00	0.00	4.68739%
PV08800000614301	01-Dec-2006	05-P09 AG-HEADQTRSLAB ADV PLN	131,211.40	JEFFREY A LUNDAHL ARCHITCT LTD	0.00	0.00	4.68739%
PV08800000614428	01-Dec-2006	05-S04 STWD ADVANCE PLANNING	15.35	CARLS IMAGING WORKS INC	0.00	0.00	4.68739%
PV08800000614430	01-Dec-2006	STATEWIDE PAVING PROGRAM	112.28	RECORD SUPPLY CO DBA R SUPPLY	0.00	0.00	4.68739%
PV08800000614298	01-Dec-2006	UNLV GREENSPUN COL OF URB AFRS	837.47	AMERICAN REPROGRAPHS CO DBA	0.00	0.00	4.68739%
PV08800000613971	01-Dec-2006	05-M05 FORESTRY-IND SPRGS UPGR	53,948.60	STETSON ELECTRIC INC	0.00	0.00	4.68739%
PV08800000614678	04-Dec-2006	SDCC CNTL PANEL DOORS LOCKS	33,963.48	LEGG INC	58,759.82	58,759.82	4.68739%
PV08800000614710	04-Dec-2006	HDSP PH-43 HOUSING UNITS	9,890.00	JOHN A MARTIN & ASSOCIATES OF	0.00	0.00	4.68739%
PV08800000614713	04-Dec-2006	UNLV SCIENCE & MATH ED CNTR	154,800.00	HERSHENOW & KLIPPENSTEIN	0.00	0.00	4.68739%
PV08800000615115	05-Dec-2006	CCSN CLASSROOM BLDG	60,300.00	CLARK & SULLIVAN CONSTRUCTORS	19,898.72	19,898.72	4.68739%
PV08800000614779	05-Dec-2006	HDSP PH-3 HOUSING UNITS	19,500.00	CONSTRUCTION CLAIMS MANAGEMENT	0.00	0.00	4.68739%
PV08800000615243	06-Dec-2006	WNCC PINION BLDG FIRE SPRINKLRS	390.86	RENO GAZETTE-JOURNAL/DBA RENO	0.00	0.00	4.68739%
PV08800000615243	06-Dec-2006	ADV PLANNING CAMPOS BLDG	259.24	WATER SYSTEMS OF WESTRN NV INC	19,898.69	19,898.69	4.68739%
PV08800000615300	06-Dec-2006	STATEWIDE ADA PROGRAM	6,000.00	SH ARCHITECTURE	0.00	0.00	4.68739%
PV08800000615303	06-Dec-2006	NYTC GYM REMODEL	18.91	DUBE GROUP INC, THE	0.00	0.00	4.68739%
PV08800000614981	06-Dec-2006	SNAMHS PSYCH HOSPITAL FR&E	85.80	CARLS IMAGING WORKS INC	0.00	0.00	4.68739%
PV08800000615294	06-Dec-2006	CCSN CLASSROOM BLDG	22,950.00	MORRILL & MACHABEE	0.00	0.00	4.68739%
PV08800000616287	06-Dec-2006	HVAC MAINTENANCE	593.33	CLARK & SULLIVAN CONSTRUCTORS	0.00	0.00	4.68739%
PV08800000616188	07-Dec-2006	STATE CIC SYSTEM-UPS REPL	61,875.00	CLARK & SULLIVAN CONSTRUCTORS	19,881.17	19,881.17	4.68739%
PV08800000616547	07-Dec-2006	STATEWIDE ADA PROGRAM	381.14	NELSON ELECTRIC COMPANY INC	0.00	0.00	4.68739%
PV08800000616855	08-Dec-2006	05-M43 NSL SECURITY UPGRADES	1,228.75	NELSON ELECTRIC COMPANY INC	0.00	0.00	4.68739%
PV08800000616855	08-Dec-2006	05-P06 NSL STATE RECORDS CNTR	82.54	LUMOS & ASSOCIATES	0.00	0.00	4.68739%
PV08800000616855	08-Dec-2006	LAKES CROSS-BATHROOM REMODEL	21,250.00	RENO GAZETTE-JOURNAL/DBA RENO	0.00	0.00	4.68739%
PV08800000616855	08-Dec-2006	SNAMHS PSYCH HOSPITAL FR&E	325.00	LUMOS & ASSOCIATES	0.00	0.00	4.68739%
PV08800000616855	08-Dec-2006	SNAMHS PSYCH HOSPITAL FR&E	2,799.98	NELSON ELECTRIC COMPANY INC	0.00	0.00	4.68739%
PV08800000616855	08-Dec-2006	BOC TELEPHONE SWITCHES	56,595.00	NETVERSANT SOUTHERN CALIFORNIA	0.00	0.00	4.68739%
PV08800000616879	08-Dec-2006	UNLV GREENSPUN COL OF URB AFRS	100.00	CLARK CONSTRUCTION GROUP LLC	0.00	0.00	4.68739%
PV08800000616236	08-Dec-2006	GBC ELEC & TECH BLDG	13,436.10	CLARK & SULLIVAN CONSTRUCTORS	0.00	0.00	4.68739%
PV08800000616228	08-Dec-2006	STATEWIDE ADA PROGRAM	68,650.09	BISON CONSTRUCTION INC	0.00	0.00	4.68739%
PV08800000616895	11-Dec-2006	ESP SEWAGE TREATMENT UPGRADES	12,915.00	MOUNTAIN VISTA DEVELOPMENT INC	0.00	0.00	4.68739%
PV08800000616895	11-Dec-2006	ESP SEWAGE TREATMENT UPGRADES	5,235.97	AMEC INFRASTRUCTURE	59,533.55	59,533.55	4.68739%
PV08800000616895	11-Dec-2006	STATEWIDE ADA PROGRAM	5,389.50	AMEC INFRASTRUCTURE	0.00	0.00	4.68739%
PV08800000616892	11-Dec-2006	STATEWIDE PAVING PROGRAM	207.44	AMEC INFRASTRUCTURE	0.00	0.00	4.68739%
PV08800000616890	11-Dec-2006	DRC FOOD SERV FACI, REHAB #4.5	108.00	SIERRA NEVADA MEDIA GROUP	0.00	0.00	4.68739%
PV08800000617853	12-Dec-2006	05-M11 B&G PURCH WAREHOUSE	350.00	ALARMCO INC	0.00	0.00	4.68739%
PV08800000617186	12-Dec-2006	CCSN CLASSROOM BLDG	5,633.50	ADVANCE INSTALLATIONS INC	19,848.30	19,848.30	4.68739%
PV08800000617447	12-Dec-2006	05-CO1 B&G G SWYR BLDG RETILE	1,837.50	BUILDING SOLUTIONS INC	0.00	0.00	4.68739%
PV08800000617447	12-Dec-2006	05-M46 STEWART CMPLX MASONRY	21,700.00	BARKER DROTTER ASSOCIATES LLC	0.00	0.00	4.68739%
PV08800000617827	12-Dec-2006	STATEWIDE ADA PROGRAM	85,050.00	CONSTRUCTION CLAIMS MANAGEMENT	0.00	0.00	4.68739%
PV08800000617834	12-Dec-2006	SNAMHS PSYCH HOSPITAL ADDITION	1,196.00	ROBERT M OXOBY ARCHITECT AIA	0.00	0.00	4.68739%
PV08800000617450	12-Dec-2006	STATEWIDE ADA PROGRAM	26.40	BEYOND BLUE INC DBA	0.00	0.00	4.68739%
PV08800000617442	12-Dec-2006	ESP HIGH MAST CABLE SYS REPL	1,840.00	REYMAN BROTHERS CONSTRUCTION	0.00	0.00	4.68739%
PV08800000617438	12-Dec-2006	STATEWIDE ADA PROGRAM	10,324.00	SUNCO INDUSTRIES INC	0.00	0.00	4.68739%
PV08800000617441	12-Dec-2006	STATEWIDE FIRE & SAFETY PRGM	324,578.14	STETSON ELECTRIC INC	0.00	0.00	4.68739%
PV08800000618873	13-Dec-2006	DRC FOOD SERV FACI, REHAB #4.5	20,687.30	REYMAN BROTHERS CONSTRUCTION	0.00	0.00	4.68739%
PV08800000618854	14-Dec-2006	STATEWIDE FIRE & SAFETY PRGM	185.20	DELTA FIRE SYSTEMS INC	19,768.61	19,768.61	4.68739%
PV08800000618854	14-Dec-2006	ADV PLANNING CAMPOS BLDG	7,597.80	BEYOND BLUE INC DBA	0.00	0.00	4.68739%
PV08800000618887	14-Dec-2006	SNAMHS PSYCH HOSPITAL ADDITION	2,250.00	DELTA FIRE SYSTEMS INC	0.00	0.00	4.68739%
PV08800000618880	15-Dec-2006	STATEWIDE PAVING PROGRAM	550.00	REYMAN BROTHERS CONSTRUCTION	0.00	0.00	4.68739%
PV08800000618889	15-Dec-2006	STATEWIDE PAVING PROGRAM	412,129.18	DELTA FIRE SYSTEMS INC	0.00	0.00	4.68739%
			1,768.50	DAVID BRANTLEY & ASSOCIATES	19,790.15	19,790.15	4.68739%
			2,312.58	DEHNE, LANCE DBA	0.00	0.00	4.68739%
				PALMER ENGINEERING GROUP LTD	0.00	0.00	4.68739%
				CTR CONSTRUCTION COMPANY	0.00	0.00	4.68739%