

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

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

VIDEOCONFERENCE: Grant Sawyer State Office Building
555 E. Washington Avenue, Ste. 5100
Las Vegas, Nevada

DATE AND TIME: November 13, 2012 at 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 OCTOBER 9, 2012 BOARD OF EXAMINERS’ MEETING MINUTES
- *3. FOR POSSIBLE ACTION – AUTHORITY TO PAY MINING CLAIM REFUNDS

A. Department of Taxation – \$193,135

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 16 refund requests totaling \$193,135. This results in a remaining balance of \$819,743.

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

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of clarification in the following Chapters:

- A. 0200 – Department of Administration – Travel
- B. 0500 – Department of Administration – Risk Management
- C. 1400 – Department of Administration – Motor Pool
- D. 1600 – Department of Administration – Enterprise IT Services
- E. 2500 – Department of Administration – Budget Division
- F. 2600 – Department of Administration – Claims

***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 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.

***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 Business and Industry – Division of Industrial Relations	1	\$31,216
Total:	1	\$31,216

***7. FOR POSSIBLE ACTION – VICTIMS OF CRIME PROGRAM (VOCP) APPEAL**

Pursuant to NRS 217.117 Section 3, the applicant or Clerk of the Board may, within 15 days after the appeals officer renders a decision, appeal the decision to the Board. The Board shall consider the appeal on the record at its next scheduled meeting if the appeal and the record are received by the Board at least 5 days before the meeting. Within 15 days after the meeting the Board shall render its decision in the case or give notice to the applicant that a hearing will be held. The hearing must be held within 30 days after the notice is given and the Board shall render its decision in the case within 15 days after the hearing. The Board may affirm, modify or reverse the decision of the appeals officer.

A. Thomas Shea

The issue before the Board is the denial of a Motion for Reconsideration filed by Mr. Shea. Dental treatment was not addressed during a hearing with an Appeals Officer. The Appeals Officer issued an order inviting the parties to submit written arguments. None were submitted, and a dismissal was rendered. Mr. Shea did not appeal. What remains before the Board is the Appeals Officer’s denial of the Motion for Reconsideration due to his failure to timely appeal the previous denial of his dental care request.

***8. FOR POSSIBLE ACTION – LEASES**

BOE #	LESSEE	LESSOR	AMOUNT
1.	Department of Business and Industry – Dairy Commission	JS Park Sahara, LLC.	\$19,752
	Lease Description: This is an extension of an existing lease which has been negotiated to house the Dairy Commission. The total savings for the term of the lease is \$12,540.45. Term of Lease: 11/01/2012 – 12/31/2013		
2.	Department of Business and Industry – Division of Industrial Relations – Mine Safety	T.G. Sheppard 1995 Family Limited Partnership	\$48,087
	Lease Description: This is an extension of an existing lease and an addition to current facilities which has been negotiated to house the Division of Industrial Relations – Mine Safety. The total savings for the term of the lease is \$2,313.12. Term of Lease: 11/01/2012 – 10/31/2022		
3.	Department of Employment, Training, and Rehabilitation	T.G. Sheppard 1995 Family Limited Partnership	\$494,456
	Lease Description: This is an extension of an existing lease and an addition to current facilities which has been renegotiated at a reduced rate to house the Department of Employment, Training, and Rehabilitation. Term of Lease: 11/01/2012 – 10/31/2022		
4.	Department of Health and Human Services – Division of Child and Family Services	T.G. Sheppard 1995 Family Limited Partnership	\$348,603
	Lease Description: This is an extension of an existing lease and an addition to current facilities which has been renegotiated to house the Department of Health and Human Services – Division of Child and Family Services. Term of Lease: 11/01/2012 – 10/31/2022		

BOE #	LESSEE	LESSOR	AMOUNT
5.	Department of Health and Human Services – Health Division	T.G. Sheppard 1995 Family Limited Partnership	\$62,025
	Lease Description: This is an extension of an existing lease and an addition to current facilities which has been negotiated to house the Department of Health and Human Services – Health Division. The total savings for the term of the lease is \$13,434.53. Term of Lease: 11/01/2012 – 10/31/2022		
6.	Department of Health and Human Services – Mental Health and Developmental Services – Rural Clinics	T.G. Sheppard 1995 Family Limited Partnership	\$535,643
	Lease Description: This is an extension of an existing lease and an addition to current facilities which has been renegotiated at a reduced rate to house the Department of Health and Human Services – Mental Health and Developmental Services – Rural Clinics. Term of Lease: 11/01/2012 – 10/31/2022		
7.	Department of Health and Human Services – Mental Health and Developmental Services – Desert Regional Center	SPA NV Rental Property, LLC.	\$1,285,758
	Lease Description: This is a new location to house the Department of Health and Human Services – Mental Health and Developmental Services – Desert Regional Center. The total savings for the term of the lease is \$210,547.05. Term of Lease: 02/01/2013 – 01/31/2018		
8.	Department of Health and Human Services – Mental Health and Developmental Services – Rural Regional Center	T.G. Sheppard 1995 Family Limited Partnership	\$145,747
	Lease Description: This is an extension of an existing lease and an addition to current facilities which has been renegotiated at a reduced rate to house the Department of Health and Human Services – Mental Health and Developmental Services – Rural Regional Center. Term of Lease: 11/01/2012 – 10/31/2022		
9.	Department of Health and Human Services – Public Defender’s Office	M & M Bigue Investments, LLC.	\$145,968
	Lease Description: This is an extension of an existing lease to house the Department of Health and Human Services – Public Defenders Office. The total savings for the term of the lease is \$6,874. Term of Lease: 01/01/2013 – 12/31/2015		
10.	Department of Taxation	1994 Johnston Family Trust	\$4,126,162
	Lease Description: This is an extension of an existing lease which has been negotiated to house the Department of Taxation. Term of Lease: 11/01/2012 – 10/31/2019		
11.	Silver State Health Insurance Exchange	Coffee Road Investments, LLC.	\$408,872
	Lease Description: This is a new location to house the Silver State Health Insurance Exchange. Term of Lease: 01/01/2013 – 12/31/2018		

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

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	012	NUCLEAR PROJECTS OFFICE – HIGH LEVEL NUCLEAR WASTE	STROLIN CONSULTING, LLC.	HIGHWAY	\$50,000	FORMER EMPLOYEE
	Contract Description:	This is the first amendment to the original contract, which provides services necessary to implement the agency's mission in light of staff reductions and the continuing requirements of oversight of the Yucca Mountain repository program and the Nuclear Regulatory Commission licensing proceeding, including work related to transuranic and low-level radioactive waste shipments within Nevada; work associated with the Agreement-in-Principle between the State of Nevada and the US Department of Energy/NNSA/Nevada Site Office; and other services required for the effective operations of the agency. This amendment extends the termination date from December 31, 2012 to December 31, 2013 and increases the maximum amount from \$50,000 to \$100,000.				
	Term of Contract:	12/13/2011 - 12/31/2013	Contract # 12850			
2.	030	ATTORNEY GENERAL'S OFFICE – VICTIMS OF DOMESTIC VIOLENCE	KANDT, JENNIFER M.	FEDERAL	\$43,364	PROFESSIONAL SERVICE
	Contract Description:	This is the third amendment to the original contract which provides accounting, reporting and coordination of the Nevada VINE project to implement the Nevada VINE (statewide victims' information and notification service.) This amendment extends the termination date from December 31, 2012 to December 30, 2013, revises the scope of work to include accounting and reporting for the Justice Assistance and STOP (Services, Training, Officers, Prosecutors) grants that support Nevada VINE, and increases the maximum amount of the contract from \$94,000 to \$137,364 due to additional grant funding and maintenance.				
	Term of Contract:	04/13/2010 - 12/31/2013	Contract # 10823			
3.	030	ATTORNEY GENERAL'S OFFICE – TORT CLAIM FUND	GISSUES, INC.	OTHER: INSURANCE PREMIUM TRUST FUND	\$35,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide an expert opinion regarding treatment and the medical conditions of confined inmates who are diagnosed with Hepatitis-C and Hemochromatosis. A lawsuit was filed against the State of Nevada regarding the death of an inmate of the Department of Corrections. Issues of the lawsuit involved the treatment and/or lack of treatment of the above referenced medical conditions and the cause of death. This expert has conducted extensive research on these issues.				
	Term of Contract:	05/01/2011 - 06/30/2013	Contract # 13838			
4.	030	ATTORNEY GENERAL'S OFFICE – TORT CLAIM FUND	PARK DIETZ & ASSOCIATES, INC.	OTHER: INSURANCE PREMIUM TRUST FUND	\$20,000	PROFESSIONAL SERVICE
	Contract Description:	This is the first amendment to the original contract for an expert witness to provide forensic pathology expertise in the defense of current and potential lawsuits against the State of Nevada. Under the contract, the vendor reviews documents, records, research, and reports in the area of forensic pathology and may be expected to appear for depositions and at trial. This amendment increases the maximum amount of the contract from \$25,000 to \$45,000 due to additional work that was not anticipated.				
	Term of Contract:	07/12/2011 - 06/30/2014	Contract # 12498			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
5.	051	TREASURER'S OFFICE – COLLEGE SAVINGS TRUST	R&R PARTNERS, INC.	OTHER: NEVADA COLLEGE SAVINGS FUNDS	\$24,999	
	Contract Description:	This is a new contract to serve as a Marketing and Advertising Consultant for the Nevada College Savings Plans program and the Nevada Prepaid Tuition program.				
		Term of Contract:	11/13/2012 - 11/12/2013	Contract # 13862		
6.	052	TREASURER'S OFFICE – HIGHER EDUCATION TUITION TRUST-Non-Exec	CHICAGO EQUITY PARTNERS, LLC.	OTHER: INTEREST EARNINGS	\$240,000	
	Contract Description:	This is a new contract to provide fixed income investing for the Higher Education Tuition Trust Fund in a prudent manner to meet anticipated future tuition liabilities for the Prepaid Tuition contracts in accordance with NRS Chapter 353B.				
		Term of Contract:	Upon Approval - 10/30/2016	Contract # 13870		
7.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION – BUILDINGS AND GROUNDS	INGERSOLL RAND COMPANY, DBA TRANE U.S. INC.	FEE: BUILDING RENT INCOME FEES	\$25,000	
	Contract Description:	This is a new contract to provide ongoing heating, ventilation, and air conditioning services to various state buildings in the Northern Nevada area, to be used on an as needed basis and at the written request and approval of a Buildings and Grounds designee.				
		Term of Contract:	Upon Approval - 10/31/2016	Contract # 13809		
8.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION – BUILDINGS AND GROUNDS	JOE BENIGNOS TREE SERVICE, INC.	FEE: BUILDING RENT INCOME FEES	\$37,500	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide snow removal services for multiple state buildings and heavy equipment operations as needed in Carson City, Nevada.				
		Term of Contract:	Upon Approval - 09/30/2016	Contract # 13854		
9.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION – BUILDINGS AND GROUNDS	JOHNSON CONTROLS, INC. DBA ENGINEERED EQUIPMENT & SYSTEMS	FEE: BUILDING RENT INCOME FEES	\$100,000	
	Contract Description:	This is a new contract to provide ongoing heating, ventilation, and air conditioning services on an as needed basis for various state buildings in the Las Vegas area upon the written request and approval of a Buildings and Grounds designee.				
		Term of Contract:	Upon Approval - 10/31/2016	Contract # 13827		
10.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION – BUILDINGS AND GROUNDS	QUAL ECON USA, INC.	FEE: BUILDING RENT INCOME FEES	\$107,250	
	Contract Description:	This is a new contract to provide ongoing janitorial services for the Department of Motor Vehicles, located at 555 Wright Way Carson City, Nevada which will serve as a back-up contract only to be utilized in the event the primary contractor terminates and will only be activated at the written request and approval of a Buildings and Grounds designee.				
		Term of Contract:	Upon Approval - 09/30/2016	Contract # 13846		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
11.	082	DEPARTMENT OF ADMINISTRATION – BUILDINGS AND GROUNDS	SIEMENS INDUSTRY, INC.	FEE: BUILDING RENT INCOME FEES	\$200,000	
	Contract Description:	This is the fourth amendment to the original contract, which provides the ongoing necessary labor to maintain the fire protection systems and equipment as required by applicable local, state, and federal codes and regulations for various state buildings located in Las Vegas, Nevada. This amendment increases the maximum amount from \$717,652.50 to \$917,652.50 for extra services to meet mandatory testing requirements.				
		Term of Contract:	01/12/2010 - 12/31/2013	Contract # 10236		
12.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION – MARLETTE LAKE	SIERRA CONTROL SYSTEMS, INC.	OTHER: RAW WATER SALES	\$93,844	SOLE SOURCE
	Contract Description:	This is a new contract to provide ongoing preventative maintenance services for the Marlette Supervising Controls and Data Access System. Services to include, but not limited to, computer licensing and software support; preventative maintenance of radio transmitter units; and repair and part replacements. Sites include Virginia City Water System, Stewart Water System, Lakeview Tank, Diversion Dam, Snow Valley Peak, McClellan Peak, Hobart Reservoir, Summit Generator Site, Marlette Pump Site, and Lakeview Office master computers and radio transmitter units.				
		Term of Contract:	Upon Approval - 09/30/2016	Contract # 13851		
13.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION – PRISON 05 CIP PROJECTS-NON-EXEC	HERSHENOW & KLIPPENSTEIN	BONDS: PROCEEDS FROM THE SALE OF BONDS	\$27,200	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional services for the Northern Nevada Correctional Center – shower repairs. Project No. 07-M40(1) Contract #50314				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13828		
14.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION – 2011 STATEWIDE CIP-NON-EXEC	CROOK, RAY DBA RPC ROOF CONSULTING SERVICES	BONDS: PROCEEDS FROM SALE OF BONDS	\$16,200	PROFESSIONAL SERVICE
	Contract Description:	This is the first amendment to the original contract, which provides professional architectural/engineering services for the Florence McClure Women's Correctional Center - re-roof design Phase One; Project No. 11-S01; Contract No. 19255. This amendment increases the maximum amount from \$19,980 to \$36,180 for inspection services associated with the roof replacement at the Florence McClure Correctional Center.				
		Term of Contract:	02/14/2012 - 06/30/2015	Contract # 12991		
15.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION – 2011 STATEWIDE CIP-NON-EXEC	HERSHENOW & KLIPPENSTEIN	HIGHWAY	\$12,440	PROFESSIONAL SERVICE
	Contract Description:	This is the first amendment to the original contract, which provides professional architectural engineering services for the Department of Motor Vehicles Flood Door Design; Project No. 11-E05; Contract No. 30972. This amendment increases the contract amount from \$24,700 to \$37,140 for civil engineering and related services for the flood water protection improvements at the Carson City DMV office.				
		Term of Contract:	06/05/2012 - 06/30/2015	Contract # 13403		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
16.	083	DEPARTMENT OF ADMINISTRATION – PURCHASING – COMMODITY FOOD PROGRAM	SALVATION ARMY, THE	FEDERAL	\$19,800	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract for the receipt, storage, and distribution of USDA foods to low income individuals according to state and federal guidelines.				
		Term of Contract:	11/13/2012 - 09/30/2015	Contract # 13651		
17.	083	DEPARTMENT OF ADMINISTRATION – PURCHASING – COMMODITY FOOD PROGRAM	WASHOE COUNTY SENIOR SERVICES	FEDERAL	\$36,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new interlocal agreement for the receipt, storage and distribution of USDA foods to low income individuals in accordance with state and federal guidelines.				
		Term of Contract:	11/13/2012 - 09/30/2015	Contract # 13722		
18.	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	HURT, NORTON & ASSOCIATES, INC.	GENERAL	\$40,000	
	Contract Description:	This is the second amendment to the original contract, which provides research, analysis, advocacy, lobbying, marketing and related services in support of preservation and expansion of Nevada's Aerospace and Defense industry. This amendment increases the maximum amount from \$75,000 to \$115,000 due to the extension of the term of the contract approved in the contract's first amendment, which modified the agreement's termination date from June 30, 2012, to December 31, 2012.				
		Term of Contract:	04/03/2012 - 12/31/2012	Contract # 13201		
19.	102	COMMISSION ON ECONOMIC DEVELOPMENT	OCG CREATIVE, INC.	GENERAL	\$9,950	
	Contract Description:	This is the second amendment to the original contract, which provides a portion of Nevada's required cash match for the federal State Trade and Export Promotion grant application through the U.S. Small Business Administration. This amendment increases the maximum amount from \$31,500 to \$41,450 due to an increase in the volume of marketing materials that will be produced by the vendor.				
		Term of Contract:	07/20/2011 - 06/30/2014	Contract # 12287		
20.	180	DEPARTMENT OF ADMINISTRATION – ENTERPRISE IT SERVICES – DATA COMMUNICATIONS & NETWORK ENGINEERING	CHARTER FIBERLINK NV-CCVII, LLC	OTHER: MAINTENANCE AND REPAIR FEES	\$100,190	SOLE SOURCE
	Contract Description:	This is a new contract for fiber ethernet broadband services to the Fallon, Nevada area for the next 5 years.				
		Term of Contract:	12/01/2012 - 11/30/2017	Contract # 13850		
21.	180	DEPARTMENT OF ADMINISTRATION – ENTERPRISE IT SERVICES – NETWORK TRANSPORT SERVICES	ELKO TELEVISION DISTRICT	OTHER: REVENUE	\$22,873	
	Contract Description:	This is a new interlocal revenue contract to provide rack space rental at Mary's Mountain in Eureka County and Winnemucca Mountain in Humboldt County with the Elko TV District.				
		Term of Contract:	10/01/2012 - 06/30/2016	Contract # 13793		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22.	180	DEPARTMENT OF ADMINISTRATION – ENTERPRISE IT SERVICES – NETWORK TRANSPORT SERVICES	FEDERAL AVIATION ADMINISTRATION	OTHER: REVENUE CONTRACT	\$48,795	
		Contract Description: This is a new contract to provide rack space at Winnemucca Mountain in Humboldt County for the federal Aviation Administration.				
		Term of Contract:	12/01/2012 - 11/30/2016	Contract # 13771		
23.	240	OFFICE OF VETERANS SERVICES – VETERANS' HOME ACCOUNT	HEALTHCARE SERVICES GROUP	OTHER: PRIVATE FUNDING 50% FEDERAL 50%	\$1,000,000	
		Contract Description: This is a new contract to provide the Nevada State Veterans Home with housekeeping and laundry services.				
		Term of Contract:	Upon Approval - 10/09/2016	Contract # 13852		
24.	240	OFFICE OF VETERANS SERVICES – VETERANS' HOME ACCOUNT	MORRISON HEALTHCARE SERVICES	OTHER: PRIVATE FUNDING 50% FEDERAL 50%	\$2,500,000	
		Contract Description: This is a new contract to provide food services to the residents of the Nevada State Veterans Home.				
		Term of Contract:	Upon Approval - 12/01/2016	Contract # 13833		
25.	334	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES – HISTORIC PRESERVATION	REYMAN BROTHERS CONSTRUCTION	GENERAL	\$180,000	
		Contract Description: This is a new contract to provide repair, repainting, and restoration of approximately 260 Nevada State Historic Markers located throughout the state.				
		Term of Contract:	Upon Approval - 11/30/2016	Contract # 13825		
26.	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIRECTOR'S OFFICE – ADMINISTRATION	THE CHILDREN'S CABINET, INC.	FEDERAL	\$15,000	
		Contract Description: This is a new contract to provide child care resources and referrals to local providers of child care health consultation services including social emotional, mental health, and health best practices for child care health and well-being. In addition, services will include development and facilitation of workgroups, assistance with statewide planning efforts, and public awareness activities.				
		Term of Contract:	12/01/2012 - 05/31/2013	Contract # 13856		
27.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING SERVICES - COMMUNITY BASED SERVICES	PUBLIC PARTNERSHIPS, LLC	OTHER: TOBACCO SETTLEMENT FUNDS	\$1,086,063	
		Contract Description: This is an amendment to the original contract which provides in-home behavioral therapy. This amendment increases the maximum contract amount from \$1,800,000 to \$2,886,063.00. The original contract amount reflected the amount needed for the pilot project. This increase reflects what is needed for the permanent program created in the 2011 Legislative Session.				
		Term of Contract:	08/01/2010 - 07/31/2013	Contract # 11182		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
28.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – HEALTH DIVISION – MATERNAL CHILD HEALTH SERVICES	SOUTHERN NEVADA HEALTH	FEDERAL	\$294,938	
	Contract Description:	This is a new interlocal agreement to expand evidence-based home visiting services, to promote maternal, infant and early childhood health, and safety, as well as the development of strong parent-child relationships.				
		Term of Contract:	Upon Approval - 12/31/2013	Contract # 13839		
29.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – HEALTH DIVISION – MATERNAL CHILD HEALTH SERVICES	UNLV SCHOOL OF DENTAL MEDICINE	FEDERAL	\$124,140	
	Contract Description:	This is a new interlocal agreement to provide a part-time dental professor to assist in overseeing the state's oral health program.				
		Term of Contract:	Upon Approval - 07/31/2016	Contract # 13796		
30.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – CHILD AND FAMILY SERVICES – SOUTHERN NEVADA CHILD & ADOLESCENT SERVICES	ANYTIME PLUMBING, INC. DBA ABES PLUMBING AIR REPAIR FAST	GENERAL 43.3% OTHER: PRIVATE INSURANCE 3.2% FEDERAL 53.5%	\$30,000	
	Contract Description:	This is the first amendment to the original contract, which provides 'plumbing repair services as needed for the division's eleven buildings located at 6171 W. Charleston Blvd., Las Vegas. This amendment extends the termination date from June 30, 2013 to June 30, 2015 and increases the maximum amount from \$20,000 to \$50,000 due to the need for ongoing repairs as the aging buildings have increased sewer line issues and pipes are breaking/splitting in the various buildings.				
		Term of Contract:	07/01/2011 - 06/30/2015	Contract # 12087		
31.	431	ADJUTANT GENERAL AND NATIONAL GUARD – MILITARY	H&K ARCHITECTS	FEDERAL	\$4,500	PROFESSIONAL SERVICE
	Contract Description:	This is the second amendment to the original contract, which provides design documents and types A, B, and C engineering services for the C-12 Hangar Door Remodel and Solar Wall Installation at the Washoe County Armory. The type C engineering services assume 3 projects will be constructed concurrently under one contract. This amendment adds additional design scope and funding to the existing contract to increase the scope of vendor's engineering services needed for the Solar Wall System installation.				
		Term of Contract:	06/05/2012 - 09/12/2013	Contract # 13419		
32.	440	DEPARTMENT OF CORRECTIONS – PIOCHE CONSERVATION CAMP	VANGUARD PEST AND WEED CONTROL	GENERAL	\$11,700	
	Contract Description:	This is a new contract to provide ongoing pest control services at Pioche Conservation Camp.				
		Term of Contract:	Upon Approval - 06/30/2016	Contract # 13711		
33.	440	DEPARTMENT OF CORRECTIONS – PRISON DAIRY	CHURCHILL COUNTY SCHOOL DISTRICT	FEDERAL	\$275,000	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide Silver State Industries with alfalfa hay to feed livestock, to provide the Churchill FFA (Future Farmers of America)/Equipment Training Program with a market for the hay that is produced while operating the Churchill County FFA/Equipment Training Program, and to create a mutually profitable operation for Silver State Industries and the Churchill FFA/Equipment Training Program, while providing training opportunities for both.				
		Term of Contract:	Upon Approval - 11/12/2015	Contract # 13790		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
34.	440	DEPARTMENT OF CORRECTIONS – ELY CONSERVATION CAMP	WESTERN EXTERMINATOR COMPANY	GENERAL	\$21,120	
	Contract Description:	This is a new contract to provide ongoing pest control services at Ely State Prison and Ely Conservation Camp.				
35.	650	DEPARTMENT OF PUBLIC SAFETY – CRIMINAL HISTORY REPOSITORY	INTEGRATED BIOMETRIC TECHNOLOGY SERVICES, LLC. DBA IBT	FEE: FINGERPRINT FEES, REVENUE CONTRACT	\$6,000,000	SOLE SOURCE
	Contract Description:	This is the first amendment to the original revenue contract, which provides a coordinated submission of electronic fingerprinting for non-law enforcement sites to the Department of Public Safety, Records and Technology Division. Private and non-law enforcement agencies who provide fingerprinting services for criminal history background checks submit electronic fingerprints through Morpho Trust, and Morpho Trust submits the fingerprints to the Division. This amendment assigns the contract to the new owner of the business; revises the fees collected to comply with FBI requirements; extends the termination date from November 30, 2012 to November 30, 2013; and increases the maximum amount from \$2,000,000 to \$8,000,000.				
	Term of Contract:	Upon Approval - 06/30/2016	Contract # 13547			
36.	651	DEPARTMENT OF PUBLIC SAFETY – HIGHWAY PATROL	CALIFORNIA HIGHWAY PATROL	HIGHWAY	\$35,000	
	Contract Description:	This is a new interlocal agreement to provide for installation of law enforcement equipment (lights, radios, push bumpers, decals) in new fleet vehicles owned by the Department of Public Safety – Highway Patrol Division.				
	Term of Contract:	Upon Approval - 12/31/2013	Contract # 13822			
37.	700	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES – WATER RESOURCES LEGAL COST – Non-Exec	CHRISTINE THIEL	FEDERAL	\$87,112	PROFESSIONAL SERVICE
	Contract Description:	This is the first amendment to the original contract, which provides ongoing services to advise the Director of the Department of Conservation and Natural Resources regarding issues relating to the state's Truckee River Operating Agreement. This amendment extends the termination date from February 28, 2013 to February 28, 2017 and increases the maximum amount from \$63,000 to \$150,112 due to the extension.				
	Term of Contract:	01/01/2010 - 02/28/2017	Contract # 13823			
38.	700	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES – WATER RESOURCES LEGAL COST – Non-Exec	HOFFMAN, TEST, GUINAN & COLLIER	FEDERAL	\$172,104	PROFESSIONAL SERVICE
	Contract Description:	This is the first amendment to the original contract, which provides ongoing legal assistance to the department on selected water rights/water litigation and with negotiations in ongoing cases. This amendment extends the termination date from February 28, 2013 to February 28, 2017 and increases the maximum amount from \$75,000 to \$247,104 due to the extension.				
	Term of Contract:	09/01/2010 - 02/28/2017	Contract # 13855			
39.	702	DEPARTMENT OF WILDLIFE – HERITAGE – Non-Exec	CLS AMERICA, INC.	OTHER: HERITAGE FUND AND WILDLIFE TRUST FUND 75% FEDERAL 25%	\$16,000	
	Contract Description:	This is the fourth amendment to the original contract, which provides satellite animal tracking data transmission. The data is sent from animal collars to the vendor via satellite. The data is critical for the department and land management agencies to make appropriate population and habitat management decisions. This amendment increases the maximum amount from \$94,880 to \$110,880 because the department was able to deploy more collars than we anticipated; and the battery life (hence the useful life) of the collars is exceeding expectations.				
	Term of Contract:	09/08/2008 - 06/30/2013	Contract # CONV5702			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
40.	702	DEPARTMENT OF WILDLIFE – OPERATIONS	SYSTEM CONSULTANTS	FEE: GAME TAG FEES	\$1,080,354	PROFESSIONAL SERVICE
	Contract Description:	This is the seventh amendment to the original contract, which provides for administering and processing of Application Hunts (tag applications and awards) and Return Cards for the Nevada Department of Wildlife (NDOW) using the system created by this contractor and staff who work for this contractor. This amendment extends the termination date from December 1, 2012 to July 31, 2013 and increases the maximum amount from \$8,694,201.75 to \$9,774,555.75 so that hunting tag application and return card processing can continue and NDOW can continue to receive significant and vital revenues while the department finishes work on an RFP for this service for the period beginning August 1, 2013.				
	Term of Contract:	12/01/2003 - 07/31/2013	Contract # CONV2008			
41.	702	DEPARTMENT OF WILDLIFE – FISHERIES MANAGEMENT	PISCES MOLECULAR, LLC.	FEE: LICENSE 25% FEDERAL 75%	\$20,000	
	Contract Description:	This is a new contract to provide laboratory testing of water samples from Nevada's lakes, streams and reservoirs to detect and monitor aquatic invasive species, using Polymerase Chain Reaction assay. Aquatic invasive species pose very significant threats to Nevada's water resources. The department will order tests under this contract on an as needed basis.				
	Term of Contract:	08/01/2012 - 12/31/2013	Contract # 13831			
42.	704	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES – PARKS – STATE PARKS	WILLIAM MICHAEL URRUTIA	OTHER: REVENUE CONTRACT	\$28,175	
	Contract Description:	This is the second amendment to the original revenue contract, which provides leased rights for continued grazing of up to 1,400 Animal Units Months on 1570 acres of designated pasture known as the North Ghigial Ranch in Lyon County. This amendment extends the termination date from December 31, 2012 to December 31, 2013 and increases the maximum amount from \$56,350 to \$84,525 due to the extended period.				
	Term of Contract:	04/12/2011 - 12/31/2013	Contract # 11941			
43.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES – ENVIRONMENTAL PROTECTION – WATER QUALITY PLANNING	RHITHRON ASSOCIATES, INC.	FEDERAL	\$62,320	
	Contract Description:	This is a new contract to provide for the identification and enumeration of benthic macroinvertebrate and periphyton samples to assess the ecological integrity of Nevada's rivers and streams.				
	Term of Contract:	Upon Approval - 06/30/2016	Contract # 13820			
44.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES – ENVIRONMENTAL PROTECTION – WATER QUALITY PLANNING	WATERSHED ASSESSMENT ASSOCIATES, LLC.	FEDERAL	\$43,117	
	Contract Description:	This is a new contract to provide for the identification and enumeration of benthic macroinvertebrate and periphyton samples to assess the ecological integrity of Nevada's rivers and streams.				
	Term of Contract:	Upon Approval - 06/30/2016	Contract # 13821			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
45.	742	DEPARTMENT OF BUSINESS AND INDUSTRY – INDUSTRIAL RELATIONS – SAFETY CONSULTATION AND TRAINING	KPS 3, INC.	FEDERAL	\$55,550	
	Contract Description:	This is the first amendment to the original contract, which creates and implements a statewide multimedia workplace safety and health educational and informational program and tracks the efforts and success of the plan. This amendment revises the contract scope to add the Nevada Division of Insurance to the existing contract to redesign the Nevada Division of Insurance websites (rates.doi.nv.gov and doi.nv.gov) by combining them into one new website which will be hosted at doi.nv.gov. This amendment increases the maximum amount from \$475,000 to \$530,550. The amendment amount for the Division of Insurance will not exceed \$55,550.				
		Term of Contract:	11/30/2009 - 06/30/2013	Contract # 10906		
46.	748	DEPARTMENT OF BUSINESS AND INDUSTRY – REAL ESTATE – COMMON INTEREST COMMUNITIES	702 PRODUCTIONS	FEE: PER-UNIT FEE FROM ALL HOMEOWNERS' ASSOCIATIONS SUPPORTS OFFICE	\$23,550	
	Contract Description:	This is a new contract to hire a videographer to assist the common interest community ombudsman in recording a series of educational videos to be posted on the internet for use by homeowner's association boards. The videographer will provide all equipment and technological expertise; the ombudsman will provide content and take full ownership of the finished product.				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13835		
47.	748	DEPARTMENT OF BUSINESS AND INDUSTRY – REAL ESTATE – ADMINISTRATION	PSI SERVICES, LLC.	OTHER: EXAMINATION FEES	\$1,320,000	
	Contract Description:	This is a new contract to provide the development and administration of professional real estate license exams.				
		Term of Contract:	01/01/2013 - 12/31/2016	Contract # 13811		
48.	810	DEPARTMENT OF MOTOR VEHICLES – CENTRAL SERVICES	BEASLEY BROADCASTING OF NEVADA	FEE: OFF-HIGHWAY VEHICLES AND EMISSIONS	\$7,500	
	Contract Description:	This is the first amendment to the original contract, which provides for the delivery of information to our DMV customers that will assist them in the titling and registering of Off-Highway Vehicles as required by NRS 490. This amendment increases the maximum amount from \$7,500 to \$15,000 to include the advertising of the department's Smoking Vehicle Hotline Campaign for the purpose of informing our customers how to report smoking vehicles that are polluting the environment.				
		Term of Contract:	06/13/2012 - 06/30/2013	Contract # 13556		
49.	810	DEPARTMENT OF MOTOR VEHICLES – CENTRAL SERVICES	CBS RADIO	FEE: OFF-HIGHWAY VEHICLES AND EMISSIONS	\$7,500	
	Contract Description:	This is the first amendment to the original contract, which provides for the delivery of information to our DMV customers that will assist them in the titling and registering Off-Highway Vehicles as required by NRS 490. This amendment increases the maximum amount from \$7,500 to \$15,000 to include the advertising of the department's Smoking Vehicle Hotline Campaign for the purpose of informing our customers how to report smoking vehicles that are polluting the environment.				
		Term of Contract:	06/27/2012 - 06/30/2013	Contract # 13581		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
50.	810	DEPARTMENT OF MOTOR VEHICLES – CENTRAL SERVICES	LOTUS BROADCASTING CORPORATION	FEE: OFF-HIGHWAY VEHICLES AND EMISSIONS	\$7,515	
	Contract Description:	This is the first amendment to the original contract, which provides for the delivery of information to our DMV customers that will assist them in the titling and registering Off-Highway Vehicles as required by NRS 490. This amendment increases the maximum amount from \$7,500 to \$15,015 to include the advertising of the department's Smoking Vehicle Hotline Campaign for the purpose of informing our customers how to report smoking vehicles that are polluting the environment.				
		Term of Contract:	06/21/2012 - 06/30/2013	Contract # 13587		
51.	810	DEPARTMENT OF MOTOR VEHICLES – CENTRAL SERVICES	LOTUS RADIO CORP DBA KOZZ, KDOT, KUUB, KPLY, KHIT	FEE: OFF-HIGHWAY VEHICLES AND EMISSIONS	\$7,500	
	Contract Description:	This is the first amendment to the original contract, which provides for the delivery of information to our DMV customers that will assist them in the titling and registering Off-Highway Vehicles as required by NRS 490. This amendment increases the maximum amount from \$7,500 to \$15,000 to include the advertising of the department's Smoking Vehicle Hotline Campaign for the purpose of informing our customers how to report smoking vehicles that are polluting the environment.				
		Term of Contract:	07/24/2012 - 06/30/2013	Contract # 13694		
52.	810	DEPARTMENT OF MOTOR VEHICLES – DIRECTOR'S OFFICE	JOURNAL BROADCAST GROUP DBA	HIGHWAY	\$12,005	
	Contract Description:	This is a new contract for the purpose of delivering information to our DMV customers that will allow them options other than standing in line.				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13819		
53.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION – REHABILITATION – BLIND BUSINESS ENTERPRISE PROGRAM	FLEET & INDUSTRIAL SUPPLY CENTER	OTHER: REVENUE CONTRACT	\$50,250	EXEMPT
	Contract Description:	This is the thirty-fifth amendment to the original contract, which provides full food service at the Naval Air Station in Fallon, Nevada. This amendment increases the maximum amount from \$2,457,966.47 to \$3,344,616.47 in order to settle claims brought by the contractor for equitable adjustments under the contract.				
		Term of Contract:	10/01/2008 - 03/31/2013	Contract # CONV5816		
54.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION – EMPLOYMENT SECURITY DIVISION	COMMUNITY SERVICES AGENCY OF WASHOE COUNTY/CACFP	OTHER: CAREER ENHANCEMENT PROGRAM	\$148,749	
	Contract Description:	This is the first amendment to the original contract, which provides training to improve the outcomes of public education, improve work opportunities, and increase college enrollment and completion rates for high-risk youth populations. This amendment increases the maximum contract amount from \$450,000 to \$598,749 based on adjusted salary, management, travel, and indirect costs.				
		Term of Contract:	07/13/2012 - 06/30/2013	Contract # 13534		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
55.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION – EMPLOYMENT SECURITY DIVISION	WORKFORCE CONNECTIONS	FEDERAL	\$1,000,000	EXEMPT
	Contract Description:	This is the third amendment to the original interlocal agreement, which provides ongoing employment and training services to adults in southern Nevada. This amendment increases the maximum amount from \$6,230,641 to \$7,230,641 to transfer funds from the Dislocated Workers Program to the Adult Workers Program. This transfer is allowable pursuant to State Compliance Policy 3.8 and the Code of Federal Regulations 667.140(b) and 661.358.				
		Term of Contract:	07/01/2011 - 06/30/2013	Contract # 12260		
56.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION – EMPLOYMENT SECURITY DIVISION	WORKFORCE CONNECTIONS	FEDERAL	(\$1,000,000)	EXEMPT
	Contract Description:	This is the third amendment to the original interlocal agreement, which provides ongoing employment and training services to dislocated workers in southern Nevada. This amendment decreases the maximum amount from \$6,209,227 to \$5,209,227 to transfer funds from the Dislocated Workers Program to the Adult Workers Program. This transfer is allowable pursuant to State Compliance Policy 3.8 and Code of Federal Regulations 667.140 (b) and 661.358.				
		Term of Contract:	07/01/2011 - 06/30/2013	Contract # 12261		
57.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION – EMPLOYMENT SECURITY DIVISION	PRESTON BASS INTERPRETING	OTHER: ALL DETR BUDGET ACCOUNTS	\$15,000	
	Contract Description:	This is the fourth amendment to the original contract which provides for American Sign Language interpreting services for the clients, employees, board members, or council members who are deaf or hearing impaired or unable to understand the spoken language during meetings, conferences, or hearings. This amendment increases the contract amount from, \$29,000 to \$44,000 due to increased need for services.				
		Term of Contract:	09/03/2010 - 08/31/2014	Contract # 11512		
58.	931	DEPARTMENT OF ADMINISTRATION – VICTIMS OF CRIME	COST CONTAINMENT STRATEGIES, INC.	OTHER: COURT & INMATE WAGE ASSESSMENTS, RESTITUTION, BAIL BOND FORFEITURES, ETC.	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance to individuals who are victims of violent crimes.				
		Term of Contract:	01/01/2013 - 12/31/2016	Contract # 13817		
59.	960	SILVER STATE HEALTH INSURANCE EXCHANGE – SILVER STATE HEALTH INSURANCE EXCHANGE ADMINISTRATION	CSG GOVERNMENT SOLUTIONS	FEDERAL	\$500,000	
	Contract Description:	This is a new contract to provide consulting and actuarial services directly related to Health Care Reform.				
		Term of Contract:	11/13/2012 - 12/31/2014	Contract # 13847		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
60.	960	SILVER STATE HEALTH INSURANCE EXCHANGE – SILVER STATE HEALTH INSURANCE EXCHANGE ADMINISTRATION	MILLIMAN, INC.	FEDERAL	\$500,000	
		Contract Description:	This is a new contract to provide consulting and actuarial services directly related to Health Care Reform.			
61.	960	SILVER STATE HEALTH INSURANCE EXCHANGE – SILVER STATE HEALTH INSURANCE EXCHANGE ADMINISTRATION	PUBLIC CONSULTING GROUP	FEDERAL	\$500,000	
		Contract Description:	This is a new contract to provide consulting and actuarial services directly related to Health Care Reform.			
62.	BDC	LICENSING, BOARDS & COMMISSIONS – ACCOUNTANCY	ALLISON MACKENZIE PAVLAKIS WRIGHT & FAGAN LTD.	OTHER: LICENSING FEES	\$281,250	PROFESSIONAL SERVICE
		Contract Description:	This is a new contract for legal services required by the board including representation in law suits, disciplinary actions, administrative hearings, legislative assistance and in providing specific legal advice.			
63.	BDC	LICENSING, BOARDS & COMMISSIONS – ACCOUNTANCY	HILLERBY & ASSOCIATES	OTHER: LICENSING FEES	\$10,000	
		Contract Description:	This is a new contract for legislative liaison for the Board of Accountancy to assist with dissemination of information pertaining to the board's regulation of Certified Public Accountants and to monitor any legislative activity that may affect the Board of Accountancy.			
64.	BDC	LICENSING, BOARDS & COMMISSIONS – PSYCHOLOGICAL EXAMINERS	COMPUTER ASSISTED TESTING SERVICE, INC	FEE: LICENSING FEES	\$11,800	
		Contract Description:	This is a new contract for the development of the State of Nevada State Exam for Psychologists.			
65.	BDC	LICENSING, BOARDS & COMMISSIONS – MASSAGE THERAPY	KATHLEEN LAXALT	OTHER: LICENSING FEES	\$24,000	
		Contract Description:	This is a new contract to provide legislative advice, counsel, monitoring, representation, and reporting to the Board of Massage Therapists throughout the 2013 Legislative Session.			
		Term of Contract:	01/01/2013 - 06/30/2013	Contract #	13866	

***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	KELLY SERVICES	OTHER: VARIOUS	\$3,000,000	
	Contract Description:	This is the fourth amendment to the original contract which provides temporary employment services as needed by state agencies. This amendment increases the maximum amount from \$8,500,000 to \$11,500,000 due to the continued need for these services. Additionally this amendment extends the termination date from December 31, 2012 to March 31, 2013 which will allow for the completion of the RFP process.				
	Term of Contract:	01/01/2009 - 03/31/2013	Contract # CONV7060			
MSA 2.	MSA	VARIOUS STATE AGENCIES	MANPOWER	OTHER: VARIOUS	\$3,000,000	
	Contract Description:	This is the fourth amendment to the original contract which provides temporary employment services as needed by state agencies. This amendment increases the maximum amount from \$8,500,000 to \$11,500,000 due to the continued need for these services. Additionally, this amendment extends the termination date from December 31, 2012 to March 31, 2013 which will allow for the completion of the RFP process.				
	Term of Contract:	01/01/2009 - 03/31/2013	Contract # CONV7061			

11. BOARD MEMBERS’ COMMENTS/PUBLIC COMMENTS

***12. 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
- Brad Carson bcarson@dps.state.nv.us

Notice of this meeting was posted on the following website:

<http://budget.nv.gov/Meetings>

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.

DETAILED AGENDA

November 13, 2012

1. PUBLIC COMMENTS

Comments:

*2. FOR POSSIBLE ACTION – APPROVAL OF THE OCTOBER 9, 2012 BOARD OF EXAMINERS’ MEETING MINUTES

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

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

A. Department of Taxation – \$193,135

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 16 refund requests totaling \$193,135. This results in a remaining balance of \$819,743.

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

*4. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of clarification in the following Chapters:

- A. 0300 – Department of Administration – Cooperative Agreements & Contracts
- B. 0500 – Department of Administration – Risk Management
- C. 1400 – Department of Administration – Motor Pool
- D. 1600 – Department of Administration – Enterprise IT Services
- E. 2500 – Department of Administration – Budget Division
- F. 2600 – Department of Administration – Claims

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

***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 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.

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

***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 Business and Industry – Division of Industrial Relations	1	\$31,216
Total:	1	\$31,216

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

***7. FOR POSSIBLE ACTION – VICTIMS OF CRIME PROGRAM (VOCP) APPEAL**

Pursuant to NRS 217.117 Section 3, the applicant or Clerk of the Board may, within 15 days after the appeals officer renders a decision, appeal the decision to the Board. The Board shall consider the appeal on the record at its next scheduled meeting if the appeal and the record are received by the Board at least 5 days before the meeting. Within 15 days after the meeting the Board shall render its decision in the case or give notice to the applicant that a hearing will be held. The hearing must be held within 30 days after the notice is given and the Board shall render its decision in the case within 15 days after the hearing. The Board may affirm, modify or reverse the decision of the appeals officer.

A. Thomas Shea

The issue before the Board is the denial of a Motion for Reconsideration filed by Mr. Shea. Dental treatment was not addressed during a hearing with an Appeals Officer. The Appeals Officer issued an order inviting the parties to submit written arguments. None were submitted, and a dismissal was rendered. Mr. Shea did not appeal. What remains before the Board is the Appeals Officer's denial of the Motion for Reconsideration due to his failure to timely appeal the previous denial of his dental care request.

Clerk's Recommendation: It is recommended that the Board uphold the denial of this claim.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

***8. FOR POSSIBLE ACTION – LEASES**

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

Clerk's Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

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

Sixty – Five independent contracts were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

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

Two master service agreements were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

***11. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS**

Comments:

***12. FOR POSSIBLE ACTION – ADJOURNMENT**

Motion By:

Seconded By:

Vote:

Comments:

MINUTES

MEETING OF THE BOARD OF EXAMINERS

October 9, 2012

The Board of Examiners met on Tuesday, October 9, 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
Attorney General Catherine Cortez Masto
Secretary of State Ross Miller
Clerk Jeff Mohlenkamp

Others Present:

Deborah Cunningham, Department of Education
Pete Anderson, Nevada Division of Forestry
Caleb Cage, Office of Veteran's Services
Kay Scherer, Department of Conservation and Natural Resources
Keith Wells, Motor Pool Division
Rudy Malfabon, Department of Transportation Las Vegas
Erich Storm, Chapman Law Firm
Cameron Vandenberg, Attorney General's Office
Nancy Bowman, Attorney General's Office
Betsy Aiello, Division of Healthcare Finance and Policy
Louise Bush, Division of Welfare and Supportive Services
Dave Prather, Nevada Department of Forestry
Dave Stewart, Division of Welfare and Supportive Services
Julia Teska, Department of Education
Amber Howell, Department of Child and Family Services
Patrick Sheehan, Enterprise Information Technology Services
John Whaley, Department Health Care Finance Policy
Lynn O'Mara, Department of Health and Human Services
Bonnie Callahan, Department of Health and Human Services
Cameron Vandenberg, Attorney General's Office
Kim Perondi, Purchasing Division
Jim Lawrence, State Lands
Steven Aldinger, Real Estate Division
Renee Olson, Department of Employment, Training and Rehabilitation
Leah Lamborn, Department Health Care Finance Policy
Katie Armstrong, Attorney General's Office
Clark Leslie, Attorney General's Office
Doug Besselmen, Nevada Farm Bureau
Cy Ryan, Las Vegas Sun
Dennis Gallagher, Attorney General's Office
Steve McBride, Department of Child and Family Services

Brian Duffrin, Gaming Control Board
Shawn Reid, Gaming Control Board
Julie Kidd, Public Works Division
Shannon Chambers, Business & Industry
Tamara Nash, Department of Employment, Training and Rehabilitation
David Schwartz, Las Vegas Sun
Ed Vogel, Las Vegas Review Journal
Teri Preston, Public Works Division
Sandra Cherub, Associated Press
Ryan High, Secretary of State
Steve Fisher, Division of Welfare and Supportive Services
Michael McMahon, Division of Welfare and Supportive Services
Sean Whaley, Nevada News Bureau

1. PUBLIC COMMENTS

Comments:

Governor: Good morning, everyone. I call the Board of Examiners' meeting to order. Is the Attorney General in Las Vegas? Oh, then, we'll wait. We'll wait because she's supposed to be here. Can you hear us loud and clear in Las Vegas? Was that a yes? Can you hear us? Good morning, Madam Attorney General, are you prepared to proceed?

Attorney General: I hear you, Governor. Thank you very much.

Governor: You're welcome. We'll move to the first item on the Agenda, which is public comment. Is there any member of the public here in Carson City that would like to provide public comment to the Board? We'll move to Las Vegas. Is there any member of the public who would like to provide public comment to the Board in Las Vegas?

Attorney General: There doesn't appear to be, Governor.

*2. FOR POSSIBLE ACTION – APPROVAL OF THE SEPTEMBER 11, 2012 BOARD OF EXAMINERS' MEETING MINUTES

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Secretary of State

Vote: 3-0

Comments:

Governor: Thank you. We'll move on to Agenda Item No. 2, approval of the September 11, 2012 Board of Examiner's meeting minutes. Have the members had an opportunity to review the minutes, and are there any changes?

Attorney General: I'll move for approval.

Secretary of State: Second.

Governor: The Attorney General has made a motion for approval of the minutes of September 11, 2012. The Secretary of State has made a second. Any questions or discussion on the motion? All those in favor, please say aye. Motion passes unanimously.

*3. FOR POSSIBLE ACTION – NOTIFICATION OF INTENT TO FILE FOR A GRANT OR LOAN FROM THE DISASTER RELIEF ACCOUNT WHICH REQUIRES AN EXTENSION TO COLLECT DATA

A. Department of Public Safety – Division of Emergency Management – Caughlin Fire

Pursuant to NRS 353.2755, the Division of Emergency Management, City of Reno, Sierra Fire Protection District, Truckee Meadows Fire Protection District, and Washoe County are requesting

additional time to the original extension due to the Federal Emergency Management Agency (FEMA) requiring additional time to process the Federal Management Assistance Grant (FMAG) documentation submitted by the state. Emergency Management respectfully requests an extension to the original request of November 18, 2012 to June 1, 2013.

B. Department of Public Safety – Division of Emergency Management – Washoe Drive Fire

Pursuant to NRS 353.2755, the Division of Emergency Management, Sierra Fire Protection District, Truckee Meadows Fire Protection District, and Washoe County are requesting additional time to the original extension due to the Federal Emergency Management Agency (FEMA) requiring additional time to process the Federal Management Assistance Grant (FMAG) documentation submitted by the state. Emergency Management respectfully requests an extension to the original request of January 19, 2013 to August 1, 2013.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Attorney General

Vote: 3-0

Comments:

Governor: We'll move on to Agenda Item No. 3, notification of intent to file for a grant or a loan from the disaster relief account which requires an extension to collect data. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board are two separate requests, if you would like to take them together. The first is related to the Caughlin fire, and this is a request to extend the timeframe in which to complete the gathering of information and submit a full claim before the Board from November 18, 2012 to June 1 of 2013. The second is related to the Washoe Drive fire, and this is a similar request to extend the time from January 19 of 2013 to August 1 of 2013. In both these cases, they're waiting for some information from the federal government in order to fully complete their request and claim before the Board.

Governor: And this is simply to not penalize them because FEMA has not acted upon the information that was provided to it?

Clerk: Absolutely. This would allow them to have some additional time. It's a valid claim that they can come back before the Board if, after they've considered all of the federal funding available and their own internal resources, they still have a claim that's before the Board, then we'll be considering it at that time.

Governor: Thank you very much. I have not further questions. Do other members of the Board have questions regarding this Agenda item? Hearing none, the Chair will accept a motion for approval.

Secretary of State: I move for approval.

Attorney General: Second the motion.

Governor: The Secretary of State has made a motion to approve the extension of time to collect data as stated in Agenda Items 3A and B. Attorney General has seconded the motion. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes unanimously.

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

The State Administrative Manual (SAM) is being submitted to the Board of Examiners' for approval of clarification in the following Chapter: **0300 – Department of Administration – Purchasing Division.**

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State Seconded By: Attorney General Vote: 3-0

Comments:

Governor: We'll move on to Agenda Item No. 4, State Administrative Manual. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board is one amendment to Chapter 0323 of the State Administrative Manual. And what this is asking -- what this is clarifying, you know, this has been kind of a difficult process. This is current and former employees which we've seen quite a few times before the Board, but there's still the confusion out there with regard to this two-step process that they first need to come before the Board to get approval of essentially the association of that relationship with the current or former employee, and then come back at a subsequent Agenda before the Board for approval of the contract itself. This is just making it crystal clear, because there's still a little confusion out there, but I also wanted to tell you that while we're asking for this amendment now, we will be hoping to reverse this. I do have a BDR that I've submitted to try and clean up this process so that it's not this cumbersome two-step process on a going forward basis. And if the legislature approves it, then we'll be able to pull this back and have a more streamlined process.

Governor: I do have one question because we have a couple of these on our Agenda today, that there have been some cases where the employee is hired and performs the temporary service, and then after that's completed, then it comes to the Board for approval.

Clerk: Yes. And in fact we have two on the Board. We've seen a couple of these others come through before where they're essentially retroactive approval for something that's an ongoing -- the ones you have -- the ones you have today are things that they've done the work and now they're coming back and letting you know that they've done it. There is some provisions within the bill, and now the statute, that provides for the Director or the head authority to go forward with an emergency to fill these positions on an emergency basis. And I think this is what's being relied upon by many of the parties. And so there's some confusion on that as well. I mean, obviously the intention is for them to come before the Board, but there's also that emergency provision that if they're up against it, so, you know, where they need to get the work done, you

know, more quickly, some of them are availing themselves of that. Whether its lack of planning or whether it's just the emergency situation comes up, you know, it's probably a case by case.

Governor: And what I'm seeing is that most of these have to do with budget preparation, and that there was one individual within a department that may have retired was on sick leave, and somebody needed -- they needed to get somebody who had done this previously. And I guess going forward we need to make sure that there are more than just one person who has that knowledge in a particular department to perform that function so that we can avoid this in the future.

Clerk: You know, I would agree. I think that one of the things we're seeing and throughout the budgeting process is that there's been such an amount of what I call turnover, and it's basically people shuffling positions into other state government positions. And so I think we're seeing generally that the -- some agencies have really needed to reach out and get some prior experience to help with the budget building. I think we've seen five or six occasions where it's come forward where we've seen that. So this is -- these are coming forward essentially after the fact, but we have seen that that's a bit of a trend line, and I think it's something that I'm looking at as trying to beef up the training next time around, because I think that's something else we need to create a deeper bench.

Governor: No. And thank you, you put it perfectly. And, I know, I understand things happen, but I think we out to be sure that there's more than, as I say, one person who's capable of performing those duties. So again, building a deeper bench is a good way to put it. All right. I have no further questions regarding this Agenda item. Board members, do you have any questions?

Attorney General: Governor, I do have a question for Jeff. So essentially are we saying this is a two-month process? One month to get an approval from the Board of Examiners, and if they approve it, the next month then they execute the contract? Or could this be just one month, both of them be on the Board Agenda at the same time so that you get approval, and then once it's approved, that contract is on that same Agenda?

Clerk: Thank you, Madam Attorney General. I'm assured through legal counsel that the way the bill is written and the way it's in statute, that we actually have to have a two-step process. One month we get the approval of the -- essentially the association or the relationship with the former prior -- former current employee, and then have to come back in a subsequent Agenda for the approval of the contract. That's the legal guidance I've been given. We looked at that pretty carefully many, many months back when I first started this job because I was concerned of the labor some process, but we're still going under that guidance at this point in time, and that's what the BDR is intended to is clean that up so that going forward it will be a one-step process as opposed to two different Agendas.

Attorney General: Okay. Thank you.

Governor: If there are no further questions with regard to Agenda Item No. 4, Chair will accept a motion for approval for the clarification as described in Agenda Item No. 4.

Secretary of State: Move for approval.

Attorney General: I'll second.

Governor: Secretary of State has made a motion for approval. The Attorney General has seconded the motion. Are there any questions or is there further 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 Employment, Training & Rehabilitation

Pursuant to Assembly Bill 240, Section 1, Subsection 2 – 3 of the 2011 Legislature, DETR requests authority to extend the contract with a former employee, through a temporary service, for continued assistance with the preparation of the department's 2013-2015 biennial budget. In addition, this former employee will provide training to ESD program staff for program level executive budget preparation and on-going monitoring of division budgets. The term of assignment would be upon approval through January 18, 2013.

B. Department of Health and Human Services – Director's Office

Pursuant to Assembly Bill 240, Section 1 of the 2011 Legislature, Capgemini Government Solutions, LLC requests authority to contract with a former state employee who will provide assistance in meeting the accelerated deadlines and deliverable associated with the implementation terms, conditions and requirements of Nevada's ARRA Health Information Technology for Economic and Clinical Health (HITECH) State Health Information Exchange (HIE) Cooperative Agreement.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Attorney General

Vote: 3-0

Comments:

Governor: Agenda Item No. 5, authorization to contract with a former employee. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board, under Agenda Item 5A, the Department of Employment Training and Rehabilitation is requesting approval for a temporary service with a preparation of the department's biennial budget. Now, they're looking at some work going through the Governor's recommended phase of the budget. They're looking for this to go from approval of the contract through January 18 of 2013.

Governor: Will you also cover 5B as well?

Clerk: So under 5B, this is an employee that went to work for Capgemini Government Solutions, LLC, so this basically since that employee went to work for a vendor, they're requesting approval of that employee to essentially have that relationship.

Governor: Thank you, Mr. Mohlenkamp. I have no questions regarding this Agenda item. Board members, do you have any questions? Hearing none, the Chair will accept a motion for approval.

Attorney General: Governor, I'm sorry, I do have a quick question. Can you explain to me, with respect to Item No. B, in essence, if I read this correctly, and I may be wrong, but the Director's office has a contract with an independent company, and that company wants to hire a former state employee, and they're coming for us to say can we hire this state employee sooner rather than later. In other words, there's normally a year cooling-off period for this employee, but instead of requiring that year cooling-off period, that employee now is asking for a waiver so they can start working with this company and work on state contracts immediately; is that correct?

Clerk: Madam Attorney General, I'm not clear whether the person is already working or not. I'd have to look at my materials again whether the person has already gone to work for the company, or whether that's something that they're proposing to do on a going forth basis. And I have someone coming to the table who can answer that question. But as far as the cooling-off period, I'm not sure that that terminology exactly is not quite what's in the statute, but it is two years, and this approval process is the period that if it's within that two-year period, this approval process is what they have to go through.

Governor: Good morning, and if you'd please identify yourself for the record.

Lynn O'Mara: For the record, Lynn O'Mara, State Health IT Coordinator, Director's Office, Department of Health and Human Services. Currently Ms. Hansen is not working for Capgemini. They would like to employ her to assist with the work they're doing for us on the grant for the health information exchange. It was our understanding from the process that we had to amend their original contract which did not include the language regarding hiring former employees. That's now been done. And then we had to go through this process for them to first request that they could even have her working, because they would like her to work on this, but they have not had her working on this at all. They have not hired her.

Attorney General: Okay. And this is why I just need a distinction and clarification. All of the other, if I remember correctly, types of approvals we received were for temporary employees to come in like (a) where they're coming in for a short period of time, work for two or three months because they previously worked at the state and their experience was needed. This is a little different, and that's why I want to highlight this, because I am unclear as to (1) what our state policy is with respect to state employees, whether there is a cooling off period or not, and somehow does this -- what we're doing here waiving that cooling off period for this employee to go to work for an independent company who just happens to have a contract with the state, and that employee would be working with the state. If I look at these employment dates that they want to hire this individual to work on the state contract, it's from July, 2005 to August, 2011.

And so that's why I just need clarification on it, because this is a different type of relationship that we're asking approval for, and I think this is the first time that it has come to the BOE in this type of relationship.

Governor: I recall a similar situation I believe it was with the Department of Transportation, and Director Martinovich who had some DOT employees that were working for a private entity and she was seeking permission for that. Again, that's my vague recollection.

Clerk: Governor, yes. I believe you're exactly right that we've seen some engineers, people of that nature, that have gone to work for a firm that's doing work on behalf of the Department of Transportation as a vendor essentially. And we've seen that come before the Board before.

Attorney General: No. And I don't question that. I guess the point is, this is a different type of animal and if we are going to start waiving the cooling off period, if there is one, then are we requiring some sort of reason why we're waiving it? Is it mandatory that this expertise is necessary to be working on this contract? Clearly, I do not want to hinder this independent company from hiring this state employee. The question is whether the state employee should be able to work on a state contract, and that's kind of what my question is here. Listen, I don't want to oppose anybody from getting an independent job and getting work. That's not what the goal is here, but this is a different type of animal. I'm just asking questions with respect to do we have a separate policy on this, or does it even matter? Do we not have a cooling off period? Do we not have independent criteria that we even have to worry about?

Clerk: Once again, for the record, Jeff Mohlenkamp. Some boards and commissions have specific cooling off periods that apply to certain parties. I'm not certain whether this individual has any cooling off period beyond AB 240, which is what we're looking at here. So I can't really answer that question for this specific employee.

Attorney General: Okay. So why don't I do this. I'm going to vote to approve this, but what I would like is maybe just some follow up to the Board on the analysis of a cooling off period and does it apply to all state employee or not, and when that issue comes before us, is there a separate criteria you look at other than what we've been reviewing already, and maybe that's how we handle this one.

Governor: Thank you. I think that's a good suggestion, Madam Attorney General. Any further questions with regard to Agenda Item 5A and B? Hearing none, the Chair will accept a motion to approve the authorization to contract with a former employee as described in 5A and B.

Secretary of State: Move for approval

Attorney General: Second.

Governor: The Secretary of State has made a motion for approval. The Attorney General has seconded the motion. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes unanimously.

And both of these were budget items that -- and a former employee was brought in to solve. One of them had to do with an unplanned staff vacancy, and as I said, since I wasn't there obviously, I don't know exactly what the facts were underlying this, but just in the future, I'm just hopeful again that there's, as Mr. Mohlenkamp said, a deeper bench, so that we're not having to do this. And it would be my preference that we have the ability to improve these up front, but, as I said, I'm not going to make that an absolute rule, obviously. I don't know if any of the other Board members have any comments.

Secretary of State: I just have a clarifying question. If we don't need to take action per this statute NRS 284.1729 which says that the Board of Examiners shall review the contract and notify the department whether the State Board of Examiners would have approved the contract if it had not been entered into pursuant to this subsection, what notification would we be sending to the agency absent any action being taken by this Board?

Katie Armstrong: I don't think we've done that in the past, so if you want to send a notification, if the Board wants to do that, or you can approve -- you can approve this in the opening meeting or disapprove if you'd like, and that would be the notification to the agency.

Secretary of State: Are you reading the statute as optional as to whether or not we take action, and if so, how will we arrive at that interpretation?

Katie Armstrong: No, not necessarily reading it like that. I think it would -- my advice would be to approve or disapprove at this meeting and that would be the notification today.

Secretary of State: Okay. So it does require we take some action to notify them whether or not we would have approved this...

Katie Armstrong: Correct.

Secretary of State: ...had it been entered into per the subsection.

Katie Armstrong: Correct. That's the way I read it.

Governor: Any further questions or comments? Hearing none, the Chair will accept a motion.

Secretary of State: I will move to approve notification to the department that had this matter come to the Board of Examiners we would have approved the contract if it had not been entered into pursuant to the subsection for the items listed under Agenda Item 6A and B.

Attorney General: I'll second the motion.

Governor: The Secretary of State has made a motion for approval. The Attorney General has seconded the motion. Any further questions or discussion on the motion? All those in favor, please say aye. Motion passes unanimously.

***7. FOR POSSIBLE ACTION – REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE CONTINGENCY FUND**

A. Nevada System of Higher Education – Aid To Dependent Children –\$14,000

The Nevada System of Higher Education, on behalf of the Nevada Board of Regents, requests a \$14,000 Interim Finance Committee Contingency Fund allocation pursuant to Assembly Bill 476, Section 1 of the 2011 Legislature.

B. Department of Education – Education State Programs – \$19,800

The Department of Education requests an allocation of \$19,800 from the Interim Finance Committee Contingency Fund to cover the costs of travel for the Superintendent of Public Instruction to fulfill his statutory responsibilities. This request will allow for travel to the 2013 Legislative Session and other legislative meetings and hearings, as well as, travel to State Board of Education meetings and visits to each school district.

C. Department of Conservation and Natural Resources – Division of Forestry – \$3,933,663

Pursuant to NRS 353.268, the Department of Conservation and Natural Resources, Forestry Division is requesting an allocation of \$3,933,663 from the Interim Finance Contingency Fund to cover the claims associated with firefighting expenditures that the state has incurred in its Forest Fire Suppression Account in addition to the amount the agency estimates will be the state's liability for projected resources to the end of fiscal year 2013.

D. Commission on Veteran's Services – Office of Veteran's Services – \$83,030

Pursuant to NRS 353.268, the Office of Veteran's Services is requesting an allocation of \$83,030 from the Interim Finance Contingency Fund to fund the addition of two new Veterans Services Representative 1 positions.

E. Department of Conservation and Natural Resources – Division of Conservation Districts – \$28,265

Pursuant to NRS 353.268, the Department of Conservation and Natural Resources, Conservation Districts Division is requesting an allocation of \$28,265 from the Interim Finance Contingency Fund for three new Conservation Staff Specialist II positions. These positions are being requested to implement one of the high priority recommendations from the Governor's Greater Sage-Grouse Advisory Committee's Strategic Plan, dated July 31, 2012. The three positions will be split 25% General Fund and 75% other funds/federal receipts.

F. Department of Conservation and Natural Resources – Director's Office – \$289,109

Pursuant to NRS 353.268, the Department of Conservation and Natural Resources, Director's Office is requesting an allocation of \$289,109 from the Interim Finance Contingency Fund to fund the creation of a state multi-disciplinary technical team -- the Sagebrush Ecosystem Team -- to coordinate and maximize Nevada's efforts to avoid listing of the Greater Sage-Grouse. This Sagebrush Ecosystem Team will be comprised of five staff members and will serve as the Nevada technical team with a full-time focus on Sage-Grouse and sagebrush ecosystems issues and initiatives. This is one of the high priority recommendations from the Governor's Greater Sage-Grouse Advisory Committee.

G. Department of Administration – Board of Examiners – Statutory Contingency Account – \$380,000

Pursuant to NRS 353.268, the Department of Administration is requesting a \$380,000 allocation from the IFC Contingency Fund to replenish the Reserve for Statutory Contingency Account.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General Seconded By: Secretary of State Vote: 3-0

Comments:

Governor: Agenda Item No. 7, request for general fund allocation from the IFC Contingency Fund. Mr. Mohlenkamp.

Clerk: Thank you, Governor. I think we have people here that are available to speak to Items B, C, D, E and F. I can speak directly to G and very briefly on Item A which is starting with letter A was the system on higher education. This is -- in statute there was authority for the system to come forward to the Board if they have inadequate reserves in their trust fund to pay for the schooling for the tuition of children of police officers, firefighters, ambulance drivers and attendants who have been killed in the line of duty. They're coming forth before the Board for seeking a Contingency Fund allocation of \$14,000 as their analysis indicates that they will have inadequate reserves to meet all the needs.

Governor: Please proceed.

Clerk: Did you want to take these all at once or one at a time?

Governor: I think we'll take them all at once.

Clerk: Okay. So B is the Department of Education, and they're seeking an allocation of \$19,800. This is related to travel costs for the superintendent, and this is to make up for really what is essentially inadequacy in their budget. The superintendent lives in Las Vegas, and has frequent needs to travel to Carson City, especially with the upcoming legislative session. And then also he's required to get out to the school districts and to make a visit to 17 different school districts. I believe someone from the Department of Education is here to provide additional testimony.

Governor: Do any of the Board members have any questions with regard to this Agenda item, 7B.

Secretary of State: No, Governor.

Governor: Well, I don't know if there are any questions, but if you want to provide any background.

Deborah Cunningham: Good morning, Governor Sandoval and members of the Board of Examiners. I can give you a brief overview.

Governor: And if you'd just identify yourself for the record.

Deborah Cunningham: Yes. I am Deborah Cunningham, Deputy Superintendent for Administrative and Fiscal Services at the Department of Education. And I'm here to ask for \$19,800 from the Interim Finance Committee Contingency Fund to cover, as the Director said, costs of travel associated with the Superintendent of Public Instruction and meeting his statutory responsibilities. And by way of background, I would point out that this is the Superintendent's first year, and the first year of the Governor's oversight of education, and together they are taking the Education Department in a new direction to significantly improve Nevada's education results for its children. We are focusing on lowering the drop-out rate, increasing reading proficiency, and reducing the gap in student achievement, while increasing the productivity of the entire system.

The kinds of meetings that require in-person attendance are meeting related to the legislative session, State Board meetings, district visits that are required by statute, and meetings concerning organizational changes in the department to improve its efficiency and effectiveness. As the Director noted, the Superintendent's home base is in Las Vegas at the department site there where 70 percent of the state's students are located. This is also where the dropout rate is highest, reading proficiency is the lowest, and the gap in student achievement is the greatest. While it's important that the Superintendent give focused attention to improving student achievement and turning around some of our lowest performing schools, it's also important that he spend time in Carson City and review educational programs and services around the state. The current budget for the Superintendent is \$9,000. The additional funds requested would support travel to visits to all districts as required by statute, and 25 trips to Carson City for Board meetings and meetings associated with the legislative process. So that's an overview of our request, and I would take any questions that you might have.

Governor: Thank you. That was very thorough. Questions from Board members?

Secretary of State: No, Governor.

Governor: Has the Superintendent begun his visits to the respective districts throughout the state?

Deborah Cunningham: He has. We have visited nine districts and we're hoping to conclude the other visits by the end of November and they have been very instructive, both in relationship building and understanding the diversity of education in the State of Nevada.

Governor: Thank you. Thank you very much, Ms. Cunningham. We'll move on to 7C, Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board is a request for an allocation from the IFC Contingency Fund for \$3,933,663. This is related to firefighting costs anticipated through the remainder of this fiscal year, and I believe representatives from the Division of Forestry are here.

Governor: I see Mr. Anderson.

Pete Anderson: Good morning, Governor. Good morning, members of the Board. Pete Anderson, State Forester and Fire Warden, Nevada Division of Forestry.

Governor: Will you provide us with just a little bit of background regarding the request?

Pete Anderson: Certainly. I think as everyone knows we've had a very active wildfire season all through the winter, both of 2011 and 2012. During August we experienced some extensive lightning activity that resulted in a week of 55 large fires. To date we've burned about 666,000 acres across the state. Of that about 12 percent or 81,000 acres is non-federal lands, private, state and local government. So the costs that we experienced over the course of this summer are reflected in this request, and our estimate is based on the rest of the fiscal year.

Governor: In your memorandum, it says to cover claims associated with firefighter expenditures. Could you give me more specifics as to what those are?

Pete Anderson: Sure. A portion of those claims, of course, when we respond to federal land are reimbursable. But they generally include everything from the incident management team coming in respective to our proportion of the fire acres burned. The costs of firefighters, conservation camp crews, aircraft, everything that goes into the activity of suppressing a wildfire, and those costs that are complied. Costs are negotiated depending on the specifics of the fire, and then broken out based on responsibility.

Governor: So is this the net figure that the state's responsible for, or is there still a possibility that we may be reimbursed for some of this?

Pete Anderson: There's a lot of balls in the air, if you will, Governor, at this point in time. Certainly there could be more or additional wildfire activity as well. But as we go through each of the fires, we will continue to update the Budget Director and yourself as far as what we're experiencing for cost.

Clerk: And, Governor, I will point that sometimes these estimates, you know, they're estimates, and, for example, last year I believe they returned a big portion of the money that was allocated. So there might be -- there's the possibility of also return on that as well.

Governor: No. And that's what we all hope for, and I'd also like to take this opportunity to compliment you, because I know this has been an extremely tough fire season. I had the opportunity to tour, as you know, out in northeastern Nevada, and to see some of those crews in those remote places that were some of the most difficult terrain that there could possibly be, it just made me really proud of the job that you all do. And, I mean, we look at these numbers and those things, and I'm not going to question a penny of it. I just think it's important for us to obviously be aware of where we are with regard to fire suppression cost. But I think we are getting the absolute best bang for our dollar that we could ever ask for with the quality of services that you provide, so thank you.

Pete Anderson: Thank you, Governor. Appreciate it.

Governor: Any further questions from Board members with regard to this Agenda item? Thank you very much.

Clerk: Okay, Governor. Moving on to Item D, the Commission of Veteran's Services. This is the request of two additional positions, Veteran's Services Representative I positions. These are the positions that provide direct services to link returning veterans with services they need from the federal government and the state services, and I believe the Director is available to provide comments.

Governor: Good morning, Mr. Cage.

Caleb Cage: Good morning, Governor, and good morning, members of the Board. As Director Mohlenkamp pointed out, the Nevada Office of Veteran's Services is requesting an allocation from the Contingency Fund in order to implement two additional Veteran's Service officers in the state. We've provided a memo through Director Mohlenkamp that goes over the background. This goes back to an audit, an executive audit, that occurred in 2007 recommending that we implement additional Veteran's Service officer services throughout the state. Obviously we haven't been able to do that through the last two budget cycles, and right now we are anticipating continued downsizing from the military which is going to bring more and more veterans to the state. I've got far deeper details for any questions you or your Board may have, Governor.

Governor: If you would expand, Mr. Cage, because one of the issues that this is going to help resolve, there's still a long way to go, is the wait time for the veterans and also the amount of benefits that would be available because we'd have these two positions.

Caleb Cage: Yes, Governor. The additional benefits, now these are compensation pension benefits primarily. We get a report from the federal government on their gross distribution of expenditures annually. We've seen the GDxs it's called. We've seen the distribution of expenditures for Nevada grow increasingly in the State of Nevada over the last three years, the last three reports we've received from the federal government maintaining our current level of staff. Excuse me. We anticipate that each Veteran's Service officer brings in \$1.5 million of

compensation and pension benefits to local communities throughout the state, per Veteran's Service officer brought into the local communities. Not into our (inaudible) obviously.

We currently have wait times of up to eight weeks in the Las Vegas office, and wait times of up to five weeks in the Reno office. Currently in the Las Vegas -- or, excuse me, the Elko office, we are staffed sufficiently, and we are taking walk-ins as well as other scheduled appointments as necessary. We are certain that this will be able to increase the amount of revenue in Veteran's Services to individual veterans in the state. And in order to show that, we've invested in a software program that will allow us to calculate the performance of each Veteran's Service officer and have everybody achieve goals based on revenue return of the state.

Governor: My last question is, where will these two positions be housed?

Caleb Cage: Governor, the obvious location, we believe, and we're open to discussion on it, but we believe the obvious location has got to be Las Vegas right now. The just enormous population there and the fact that their population and their veteran populations match proportionately throughout the state just determines that for us.

Governor: And even more specifically, will that be at the new veteran's hospital complex?

Caleb Cage: Yes, Governor. At the new veteran's hospital, Director Bright, the hospital director there, has allocated us space. He's provided extra space so that we can grow. We asked him for additional space in case something like this were to happen in future budgets, and it currently, as of two weeks ago, our service officers are located at that hospital in Las Vegas, as well as at the nursing home, but these will go to the hospital.

Governor: Thank you. I have no further questions. Board members, do you have any questions?

Secretary of State: No, Governor.

Governor: Thank you, Mr. Cage.

Clerk: Thank you, Governor. Item E and F are both the Department of Conservation and Natural Resources. And these are new requests coming before the Board related to Sage-Grouse. We have representatives here that can discuss this in detail, but the first item is requesting three positions related to that effort directly, and the second request under Item F is requesting the establishment of a multi-disciplinary team. And both of these efforts are really geared towards taking a very proactive step forward. And the reason they're coming forward now is because of the time considerations are really -- need to move forward fast and I think we have representatives here to speak to it.

I do want to mention before my comments are done here, that I am currently looking at options to fund this other than the Contingency Fund or to minimize the Contingency Fund impact. I'm hopeful that my discussions over the next couple weeks will bear some fruit. And if that's the case then we will either reduce or even eliminate the Contingency Fund allocation request. But

right now I think this really needs to come before the Board because if those conversations don't bear fruit, then this really needs to get going. So appreciate it.

Governor: Good morning.

Kay Scherer: Good morning. For the record, I'm Kay Scherer, Deputy Director of the Department of Conservation and Natural Resources. Thank you for allowing me to introduce these two IFC contingency requests, specifically Items 7E and F. These requests are being brought forward by the Department of Conservation and Natural Resources to answer its assignment to expeditiously implement recent recommendations made by the Governor's Greater Sage-Grouse Advisory Committee for my executive order on March 30 of this year. Upon receipt of the Advisory Committee's document, the Governor on August 24 asked DCNR to quickly act. As we all know, should the U.S. Fish and Wildlife Service make a finding that lists the Greater Sage-Grouse, the damage to Nevada's economy would be substantial. The state has been given an opportunity by the federal agencies to demonstrate it has the ability and mechanisms to conserve the species and preclude the need for listing, but that demonstration timeframe is short, and the state's efforts must be evidenced by accomplishment.

Three initial implementation recommendations were made by the committee. These three recommended components will bring focus, transparency and coordination to the state's efforts to protect and conserve both the Greater Sage-Grouse and its sagebrush ecosystem. Two of these three components are the subject of the IFC contingency request before you, but first let me mention quickly the third, and that is the creation of a Governor-appointed Sagebrush Ecosystem Council to reflect the same cross section of representatives found on the short-term advisory committee. Because the U.S. Fish and Wildlife Service has committed 40,000 to assist Nevada with implementing the council in FY13, the work program will not require IFC Contingency Funds, but it will be with these items on the October 25 IFC Agenda.

Now, that brings me to the two items that are before you. In addition to the council, the other two items are a multi-disciplinary technical team, as the Budget Director mentioned. This is an interagency team that will work full-time on sagebrush ecosystem and Sage-Grouse issues, as well as 25 percent general funding for the addition of three regional specialists to strengthen on-the-ground efforts throughout key areas of the state by way of increased direction and coordination from the state's conservation districts program and its network of 28 established districts. The sagebrush ecosystem team is modeled after the interagency Tahoe Environmental Improvement team that has achieved much success in coordinating Nevada's efforts in the Tahoe Basin related to restoration, mitigation and habitat improvement.

As the need for these positions were not identified during the building of the current state budget, DCNR is seeking IFC Contingency Funds to establish the technical team and the local area specialists because time is of the essence and these positions must be hired and make progress as quickly as possible. This really is a situation where weeks and months matter. As I mentioned earlier, the state must demonstrate accomplishments and coordination above and beyond what is currently being done. Quite simply, failing to make such a demonstration would be to relinquish control over the issue without a fight. Moving very quickly out of necessity, as well as the

economic wellbeing of Nevada is under threat, and I look forward to answering any questions you might have about these contingency requests.

Governor: Thank you, Ms. Scherer. My first question, you said that the state must demonstrate competence in this area. Is this a stated or an assumed responsibility of the state in what will be the later contemplation or decision by Fish and Wildlife to determine whether the Sage-Grouse is going to be listed?

Kay Scherer: The U.S. Fish and Wildlife Service has given a very strong indication that in order for the state to be chosen in lieu of listing as having a handle on conservation and protection of the bird, and a good handle on maintaining that sagebrush ecosystem which is very, very important, that without the ability to demonstrate that we have that coordinated effort, and that we're bringing everything we have to bear, we will probably not prevail when they're making that listing decision.

Governor: And within this memorandum that was prepared by Director Drozdoff, there's a discussion on page two about a data call. You said time is of the essence, and it absolutely is, but will you give us a better idea of what those timeframes are and the determination of whether the bird is going to be listed?

Kay Scherer: All right. Thank you, Governor. It's probably important to understand that even with these IFC contingency requests, as we know, the goal that's laid out in these documents is for the team to be in place by January 1 of 2013. And also with one of the regional specialists to be in place at that time, followed by the two additional regional specialists on April 1. That would allow us to have the full year of 2013, as well as a good portion of 2014 before that data call occurs late in 2014. But in order to coordinate to be able to demonstrate landscape projects to show true progress, to set up a mitigation crediting bank to do all these things and show that they're working, that will be what is necessary to show the U.S. Fish and Wildlife Service that the state indeed has this under control.

Our great concern is the loss of even months would not allow us to give, for example, a full year of demonstration of what the technical team is able to do and how we're able to handle this from a policy level at the council level, put it in place with that interagency team, and then have that additional tier of the good work at the local level. And we really believe, and I believe more importantly, your advisory committee recommended that this is the type of structure that we will be looked -- they will look to the state to have in place to demonstrate its commitment to handling this issue as a state.

Governor: And thank you. And we're not alone. I mean, Utah, Wyoming, where do we stand in relation to other states with regard to the actions that we're taking?

Kay Scherer: Thank you for that question. No. In fact, this is an issue that affects I think it's up to 11 western states at this point in time, Nevada having some of the prime habitat. I think what is interesting is each state faces this challenge, but each state faces it in a different fashion. For Nevada, in addition to the challenges of how do we handle the approvals of development and those kind of disturbances, which is a large factor as a threat in other states, it is much less of a

factor in Nevada. The identified threats brought forward by your advisory committee are oil and fire. In basic species, a variety of other threats including the need for a regulatory mechanism in relation to development. But that is why it's so important to have this interagency team that is able to really deal with how fire and invasives are impacting the important habitat areas on a landscape basis. And it's also why within DCNR we're also looking at adjustments to our wild land fire protection program potentially in the '14, '15 budget. It's something we began working on years ago and hopefully that will dovetail very nicely at this time with the identified threat.

Governor: Thank you very much. I have no further questions. Board members, do you have any questions on this Agenda item?

Secretary of State: No, Governor.

Governor: Thank you very much, Ms. Scherer.

Kay Scherer: Thank you.

Governor: Item 7G.

Clerk: Okay, Governor. The last item for the Contingency Fund Allocation Request is Department of Administration, and I'm going to speak directly to that. That's to replenish the statutory contingency account as you recall. Last month we were here. There was the approval of two different settlements, one with Washoe County and the other with Reno Development Authority. And I mentioned to you that we would be coming back before the Board for a request, and this is that request. We've done analysis of past expenditures, looked back a few years to determine how much money we think we'll need in order to get through the remainder of this fiscal year, and the request before the Board is for \$380,000 to be moved from the Interim Finance Contingency Fund to the Statutory Contingency Fund.

Governor: Thank you, Mr. Mohlenkamp. Have we done any kind of analysis or are we settling more cases? I mean, we have the fire issues. Are there any outliers that we need to pay attention to in terms of what is costing more perhaps than we paid in the past?

Clerk: You know, there is a bit of volatility. This year what is really unusual is those two settlements that we entered into, because there's really not a lot of track record in those types of settlements having to come before the Board, not at least in the last few years that we looked at. Typically the major expenditures are for the public defender's office. And there's some budget initiatives that we're looking at to try and have those costs be a little bit more predictable. There is some volatility in that. Some years it's a few hundred thousand dollars higher than other years, and so that volatility is there, but we're -- you know, so we're looking at some ability -- the other costs that typically come out of this are legal costs associated with the Attorney General's office, with higher education and legal costs, things of that nature. So most of the costs that come out of this typically are legal in nature. They're paying for attorney's fees and things of that nature.

Governor: I have no further questions. Board members, any further questions?

Secretary of State: No, Governor.

Governor: Before I take motion for Agenda Item 7, any questions on 7A through G? Hearing none, the Chair will accept a motion for approval of the request for general fund allocations from the IFC Contingency Fund at described in 7A through G.

Attorney General: Move for approval.

Secretary of State: Second.

Governor: We have a motion by the Attorney General, second by the Secretary of State. Any questions or discussion on the motion? All those in favor, please say aye. Motion passes unanimously.

***8. 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 – Motor Pool Division	36	\$851,185
Department of Administration – Division of Enterprise IT Services	1	\$33,203
Peace Officers Standards and Training	1	\$5,000
Total:	38	\$889,388

Clerk’s Recommendation: I recommend approval.

Motion By: Attorney General Seconded By: Secretary of State Vote: 3-0

Comments:

Governor: We will move on to Agenda Item No. 8, state vehicle purchase.

Clerk: Thank you, Governor. Before the Board is a request for 38 vehicle purchases, 36 from the Motor Pool Division, one for EITS which is, you know, Enterprise IT Services, and the last for Peace Officers Standards and Training. I’ll make note that the one for Information and Technology Services was pulled off the last Agenda and now it’s placed back on, so that’s one item I’ll mention to you. And I think that Mr. Wells is here to talk to the Motor Pool purchases if there’s any questions.

Governor: I have questions. Good morning, Mr. Wells.

Keith Wells: Good morning, Governor. For the record, Keith Wells, Motor Pool Division Administrator.

Governor: This is a large number of vehicles. And I see some of these are in the 80,000 mile range, at least the comments are that some of them will be mileage replacement criteria. What is the criteria for replacement for miles?

Keith Wells: The Motor Pool Division's replacement criteria is 100,000 miles for sedans, 125,000 miles for sport utilities, or they have to be eight years old. Those vehicles that we're requesting, we're requesting to purchase those, get the authority now, but they won't actually hit the ground until April, May, maybe even June, just because of the time it takes. So they will have a lot more miles on them by then.

Governor: And that was my ultimate question, and you've anticipated that, is certainly we want to get the most use out of these vehicles that we can.

Keith Wells: Yes, Governor, we are. In the past we would generally replace approximately ten percent of our fleet, and this is only five percent of our fleet, and this is the bare minimum just to keep. I mean, it's important to me that we deliver a quality product to our customers, because those vehicles are tools that state employees use to perform their jobs and they need to be reliable, and it needs to be a vehicle an employee is comfortable using.

Governor: And I'm not going to disagree with that, but you can have a vehicle with 90,000 miles on it and it will run just fine.

Keith Wells: Absolutely. Absolutely.

Governor: And look fine, and you guys take great care of those cars, right?

Keith Wells: Yes.

Governor: And then what is -- when you say high-operating costs, what does that mean?

Keith Wells: The operating costs listed on that spreadsheet is the maintenance cost per mile. So vehicles that we -- we target vehicles that are exceeding the standard operating cost per month for their class. I mean, pickup trucks or standard sedans or full-size sedans. For example, there's a low mileage vehicle in there, there's a van with 50,000 miles, it's a 2001. It has two problems. It's 11 model years old, so it's becoming worn, and it's just getting beat up from the sun and wear and tear, and the parts are become obsolescent, and it's got -- the operating costs on that vehicle is .21 cents a mile. It should be about five cents a mile.

Governor: And I have no further questions. Board members, any further questions with regard to this Agenda item?

Secretary of State: No, Governor.

Governor: Thank you. Hearing no further questions, the Chair will accept a motion for approval of the state vehicle purchase as described in Agenda Item No. 8.

Attorney General: Move for approval.

Secretary of State: Second.

Governor: There's a motion by the Attorney General for approval, second by the Secretary of State. All those in favor, please say aye. Motion passes unanimously.

***9. FOR POSSIBLE ACTION – APPROVAL TO PAY A CASH SETTLEMENT**

Pursuant to NRS 41.037, the State Board of Examiners may approve, settle or deny any claim or action against the State, any of its agencies or any of its present or former officers, employees, immune contractors or State Legislators.

A. Department of Transportation – Administration – \$5,905,000

The Department requests settlement approval in the amount of \$5,905,000 to resolve an eminent domain action that NDOT brought and an inverse condemnation and pre-condemnation damages counter-claim that the landowners brought pertaining to real property owned by Vegas Group, LLC and Coral Capital, LLC. The sum of \$4,720,000 was previously deposited with the Court and released to the property owners as a condition of NDOT acquiring occupancy of the subject property. NDOT needs to acquire the entirety of the subject property in fee for the I-15 road improvement project known as Project NEON.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Governor

Vote: 2-1

Comments:

Governor: We'll move on to Agenda Item No. 9, approval to pay a cash settlement.

Clerk: Thank you, Governor. Before the Board is a request from the Department of Transportation, Administration Division for a settlement in the amount of \$5,905,000 to resolve an eminent domain action that NDOT brought and an inverse condemnation and pre-condemnation damages counter-claim that the landowners brought. I believe we have the Director here and legal counsel available to answer any questions.

Governor: Good morning, Mr. Malfabon.

Rudy Malfabon: Good morning, Governor, Board members. In this particular case we had the inverse condemnation claim, and we are acquiring this property for Project Neon. It's located north of Charleston Boulevard right next to the freeway onramp, I-15 interchange. The reason that we're asking for additional funds here to settle this case is we had an initial appraisal, and the other party provided some more recent comparable sales which justified NDOT increasing the amount of the appraisal, so we had a second appraisal done, saw that it was a lot closer to the

other party's appraisal, and we negotiated a settlement which is before you today. We believe that the sales of the property due to Zappos moving downtown, a lot of redevelopment in downtown Las Vegas, and the development of the Union Park area there on Grand Central Parkway where the Smith Center is are driving up some of the land sales in that area, so we felt that there was justification. We didn't want to go to court and have them prevail on establishing the taking as August of 2008 which they alleged is when the taking of the property occurred in the inverse condemnation claim, because property values were higher back then.

Governor: Thank you. My only observation was that the property almost doubled in value in a year. Did we use the same appraiser for the second appraisal?

Rudy Malfabon: No. We did not, Governor, and our process is that we do have two appraisals typically of the original appraisal and review appraiser, but in this case the more recent sales were taken into consideration in the second appraisal.

Governor: So is that first appraisal that far off or...

Rudy Malfabon: The first appraisal was in the amount that we had -- I believe it was around the 4.7 million deposited in the bank, and I think that that appraisal took place around May of the previous year. So there was some in between the first and second appraisal by NDOT.

Governor: But this is a little unique. I mean, I don't think I've seen, at least in my experience, this big of a jump in value in that short of time, because ultimately we're paying \$10 million for this piece of property when we originally valued it at 4,720,000.

Rudy Malfabon: And in looking at the appraisals, we felt that the -- including the comparable sales that were more recent was allowable in the second appraisal.

Governor: And is there any possibility to receive reimbursement from the federal government for a portion of this?

Rudy Malfabon: Yes. I looked into the programming of the federal funds for this project. We have the ability to bill the federal government, Federal Highway Administration, 24 percent of the funds, but we also have a category we call Advance Construct that we use state funds for in the present term, and then we request reimbursement in later years. So we have over \$60 million in that category that we can use for this purpose, for reimbursement, but it wouldn't come as immediate as this year, it would come in subsequent next year or the year after.

Governor: And the last question, Mr. Director, and I perhaps should have asked this at the Board of Transportation meeting yesterday, if you don't have the number in front of you today, I can get it later, but do you know how much property or what percentage of property we have acquired for Project Neon and how much more we have to go?

Rudy Malfabon: I believe that we acquired 29 of about 52 parcels I believe is the number, but we'll get that to the Transportation Board in a presentation next month, but we're over halfway.

And most of the commercial properties where we have the biggest risk have been acquired or in negotiations right now.

Governor: And that's where I'm going. I mean, we likely had a budget for the acquisition of property. Are we within that budget? Are we exceeding that budget?

Rudy Malfabon: So far, according to the Project Manager, we're within that budget. We've expended \$54 million acquiring the property for Project Neon, and his budget is in excess of that amount.

Governor: I have no further questions. Board members, do you have any questions with regard to this Agenda item?

Attorney General: Governor, a couple things. One, I agree with you. That was my biggest concern was that change in value over just a year period when we all know that we haven't seen that type of economic increase in any property value in the state because of the downturned economy. How do we -- or maybe this is a question for Rudy. Rudy, how do we verify our own appraisals? I mean, do we have somebody that's looking at them? Do we look at comparable sales in that area? I know the area you're looking at is right there in that Government Center area if I'm not mistaken. That's where the Government Center is. That's where Government Center is, where the market is. Are you saying that when you're talking comparable sales again that we're looking at that property, the property in that area has increased or doubled in one year, the value of it?

Rudy Malfabon: Exactly, Madam Attorney General. Our process is to have the original appraisal and then a review appraiser do a second take on that. And this actually was a third appraisal. It was more recent that was done in order to reach this settlement. And it is a factor of those properties have been from about the central part of Las Vegas down to this parcel that's before you today. So it's all the comparable sales that were in that general area. Obviously some in downtown Las Vegas are going to be a lot higher, and that's supposed to be taken into consideration by the appraiser as he's considering the location of this parcel with respect to those other comparable sales.

Attorney General: Am I right, because I wasn't able to see the pink highlight, we're talking about vacant land, or is there a property or building on?

Rudy Malfabon: This is vacant land.

Attorney General: So this is just vacant land that has increased in value by that much?

Rudy Malfabon: Yes.

Attorney General: Hum, okay. Yeah. I guess I do have concerns, but I don't know any other way to independently verify that, Governor. And I trust Rudy and his staff. I'm just shocked.

Governor: And, Madam Attorney General, my question is that first appraisal that we received, and what the basis for that was, because again, this is an anomaly in terms of increase in value, and I'm sure everyone in the state would like to see their property values grow by that amount within a year. And just perhaps at some point, Mr. Malfabon, if we could get a comparison of why the first appraisal was what it was, and then the second one that was a year later doubled in the amount, and if the appraisers used the same pieces of property for comparables and such. I think that's more of an academic exercise than anything else because as the Attorney General says, you know, they've got an appraiser that agrees with the appraisal that we have, that's why we're resolving this case. But it would be interesting to me to see why there was such a discrepancy between our first two.

Rudy Malfabon: I can follow up on that, Governor.

Attorney General: And, Governor, there is the outside counsel for NDOT, the Chapman Law Firm is here, and is willing to make a comment on our discussion if that's what you request.

Governor: Yes, please.

Erich Storm: Good morning. My name is Erich Storm. I work with the Chapman Law Firm. The appraiser who did the first appraisal used a valuation date of April of 2011, and that appraisal NDOT obtained for purposes of negotiation with the landowner. An offer was made based upon that appraisal. The landowners rejected the offer, and the matter was subsequently the subject of an eminent domain action. Our office filed a complaint in eminent domain in early May of this year. And in order to take legal occupancy of the property, we were required to get the new appraisal using the legal date of value litigation. The date of value that the new appraisal used was May 8th of 2012, a little more than a year after the initial appraisal that NDOT had secured for negotiation purposes.

What, according to the second appraisal, transpired in the intervening year was four new sales that occurred after the original appraisal was obtained. These were from September right through May or April of 2012. And the new appraisal found a square foot value of the subject property of 80 feet -- or pardon me, \$80 a foot, and that is more obviously than a \$38 per square foot figure that the original appraisal from 2011 indicated. However, that was a sale that occurred in late spring, early summer 2012, literally down the street from the subject property, and that sold for \$82.12 a square foot. There were other sales likewise that were unavailable at the time of the initial appraisal. Another one was for \$116 a square foot. The rest were below. One was 16, one was 43, one was almost 71 and one was almost 64.

There have been some indications of significant market activity in the downtown area that's been escalating, and it began apparently to pick up momentum in the year 2011 and into 2012. That is the explanation that I can offer to the Board for the difference in values. As time goes on, NDOT will be obtaining more appraisals from 2012, and again, perhaps a more accurate picture or maybe perhaps a more -- verification of the accuracy of the appraisal that we do have as time goes on. But from what we can see, based upon our knowledge of the market area, and what is indicated in the two appraisal reports, the primary distinction between the two is simply the comparable sales that were available in 2012 that were not available to the appraiser in 2011.

Governor: All right. And thank you, that satisfies my question, and you don't have to prepare a memo in that regard. I guess I would say this, it's bad news today, but it's good news for Las Vegas and Clark County and that State of Nevada that these property values are going up in that area.

Attorney General: Just one quick question, Governor. Was NDOT involved in any of those prior sales, comparable sales?

Erich Storm: No.

Attorney General: Okay.

Erich Storm: Not to my knowledge. I don't know.

Attorney General: Great. Thank you.

Erich Storm: I do have one other comment not related to value, but in the event the Board determines to approve the proposed settlement, I would request that it be contingent upon NDOT's resolving with one remaining interested party in this lawsuit, Century Link, and its interest in the case. We would like the contingency to be that the approval of any settlement here today would be contingent upon Century Link's resolving its claims to the satisfaction of the State of Nevada through its Department of Transportation, and in a manner that will not require the contribution of more settlement funds.

Governor: You might want to give that to the Attorney General when she makes her motion. I said, you might want to give your notes to the Attorney General when she makes her motion so we can make sure that we have that correct.

Attorney General: And I think it's just contingent on resolving the remaining issues.

Erich Storm: Yes. There's an entity with an easement that is suddenly getting a little bit unpredictable, and we don't want to have an agreement to settle this matter today and then have to turn around and resolve that unresolved matter tomorrow.

Governor: And I appreciate your saying that, because we just had that issue yesterday before the Board of Transportation. And that was going to be my next question is, if we approve this with the contingency that you've just stated, does that essentially resolve all the claims with regard to this piece of property?

Erich Storm: Yes, sir, it will.

Governor: Okay. I have no further questions. Board members, do you have any further questions with regard to Agenda Item No. 9? Hearing none, the Chair will accept...

Clerk: Governor, if I might. I just want to make sure I've got clear for the record the name of the party that this is contingent upon. Do we have that clear, just for the record, Century Link?

Erich Storm: Century Link, yes.

Clerk: Is it Company or is that's just the name, that's the full name? Okay.

Governor: Is that Century Link has an easement on that piece of property?

Erich Storm: They (inaudible). When the property was the subject of an original (inaudible), the developer granted numerous utility easements that were unused. This easement only serves the subject property, so it essentially has no value to anybody. There's nothing on the easement and there never will be.

Governor: So resolving this claim at this amount will not have a precedential effect on the resolution of the claim with Century Link? In other words, the fact that the value of this claim has doubled in a year, will that increase -- and we approve that, will that increase the value of Century Link's easement?

Erich Storm: That's possible, but what would ultimately happen is the worst case scenario would be that Century Link and the landowners would argue between themselves about what Century Link is entitled to recover from the settlement amount, and so the state should not be affected by Century Link's decision. That is what we are aiming for to make sure that happens.

Governor: All right. Thank you. If there are no...

Clerk: I'm sorry, Governor. I just want to make sure I'm clear on the action of the Board. Is it going to be approved contingent upon, but that the proceeds would not be spent until that other matter comes -- is that matter going to come before the Board? I just want to make sure I'm clear on the action here.

Governor: And that's a good question, Mr. Mohlenkamp, which prompts a question for counsel. If we put a contingency on the resolution of this claim, does that mean that we can't pay the property owner right now until you resolve the claim with Century Link?

Erich Storm: I had a little bit of a hard time quite understanding you, sir, I'm sorry.

Governor: And I'll repeat that. If we approve this cash settlement payment in the sum of \$5,905,000, contingent upon your recommendation with regard to Century Link's easement, will that delay the payment to the defendant in this case?

Erich Storm: It potentially could. However, the landowner's attorney is aware of what is happening, and I can say potentially, yes, my sense of things is that ultimately this will be resolved and probably fairly quickly in a manner favorable to our settlement terms and favorable to the landowner.

Governor: But what I don't want to happen is to blow up a settlement with the current landowner by a delay with regard to this contingency, and if we get six months down the road and we've had such an increase in value in a short amount of time, are they going to come back and say, well, we want to another appraisal because we think the property value's gone up again.

Erich Storm: They will not, because by statute the property must be valued as of a specific time. In this case, that's May 9 of 2012.

Governor: So do have any...

Erich Storm: They can't take advantage of perhaps an increase in value over time. They must value the property as of May, 2012.

Governor: And so do you have a stipulation with the other party that a delay in payment will have no effect upon the resolution of this case?

Erich Storm: A delay in payment potentially could have an impact on the resolution of this case. The landowner may take the position that the delay is unacceptable and they don't want to go through with the settlement. That is a possibility. The reality of the situation in my opinion is that while possible, it is not likely.

Governor: Well, is it prudent for this Board to approve this settlement on a contingent basis, or should we wait until this claim of Century Link is resolved?

Erich Storm: I think that it is prudent to go ahead and approve the settlement today conditioned upon that one stipulation regarding Century Link. It gives all the parties an incentive to work these matters out. Century Link's interest is miniscule, if not non-existent, and I don't see that there is a downside to approving the settlement presently today with that contingency.

Governor: Board members, do you have any more questions with regard to this Agenda item?

Secretary of State: No, Governor.

Governor: All right. Then the Chair will accept a motion. Mr. Mohlenkamp, do you have a question?

Clerk: Governor, I just want to make sure I'm clear for the action so that the department has clarity, is when we say contingent, does that mean they are to withhold execution of payment until that matter has been resolved, or are they free to move forward? I'm not clear what contingent means in this case.

Erich Storm: There will be no funds deposited and no funds made available for settlement purposes until the matter with Century Link is resolved.

Attorney General: You will notify the state when that has happened?

Erich Storm: I absolutely will notify the State of Nevada when that happens.

Governor: So what will happen, it just stays in our bank account, Mr. Mohlenkamp?

Clerk: No. Thank you. I just understand that. I didn't know this -- this concept is new to me today. I wasn't aware of it. I don't know if there's going to be any kind of interest charges that are going to be accumulated, if it's a delay of significance, and that will require this matter to come back before the Board. I'm not clear on that aspect of it.

Governor: And that's another great question, Mr. Mohlenkamp. Is that going to keep the interest clock ticking, and will we have to...

Erich Storm: If we settle the case subject to that condition and we work things out with Century Link, there will be no added costs. The settlement amount is all inclusive for fees, costs, any accrued interest.

Governor: This is a pretty complex issue that we're getting concurrent with the time considering this cash settlement. So you're saying it's possible then that it may -- this amount, this \$5,905,000 won't resolve the claim with the landowner?

Erich Storm: I'm saying that there is a possibility that a settlement agreement could be unwound if Century Link demands participation in the settlement funds and the landowner disagrees with that. That is a possibility. And then we'd be back to square one and back in litigation. The odds of that happening, however, in my opinion, are remote.

Governor: And how long, in your estimation, will it take to resolve this Century Link claim?

Erich Storm: Pardon me?

Governor: How long do you estimate that it will take to resolve the Century Link claim?

Erich Storm: If they are willing to do what we have been asking which is simply to disclaim interest in the litigation because their easement has little to no value, I think that we will have an answer from them probably within a couple of days. I actually gave their attorney yesterday a deadline of Wednesday to either agree to withdraw a claim for funds in this case, or simply file an answer to the lawsuit and make their claim at that time.

Governor: So if the attorney for Century Link says no, then that goes into litigation and it could be months, if not years, before that claim is resolved?

Erich Storm: It could be months, if not years, for that claim to be resolved. The settlement potentially would unwind as far as accruing interest. However, we could at that point deposit the additional sum based upon our appraised value -- new appraised value of the property, and prevent interest from accruing on that additional amount.

Governor: What would be the harm if we were to delay action on this Agenda item until next month?

Erich Storm: The landowners have not conditioned settlement to this point upon an expeditious resolution and payment. Their attorney, however, has suggested that they are looking to have this matter resolved in terms of a transfer of funds by approximately 30 days from now. So whether that will factor in and cause the landowners to want to reopen negotiations, I cannot predict at this time.

Governor: But we aren't going to be releasing the funds to them anyway until we know what's going on with Century Link.

Erich Storm: That is correct. We would not actually settle the case and provide the landowners with any funds until Century Link and its interests, if any, are resolved. And again, the alternative is to litigate, and at that point simply make a deposit with the court to account for the increased value based upon our new appraisal. And at that point Century Link will be an active litigant and can compete with the landowners for that money. And we would at the same time be able to stop the accrual of interest upon that deposit.

Governor: Part of me is saying that it's premature to resolve -- or to approve this cash settlement claim given the outstanding questions that you've brought up today. I -- go ahead.

Erich Storm: I understand the concern. I think that the potential problem that would give rise to your concern would be if we were to deposit the money or to make a transfer of funds at this time without having accounted for Century Link. Hence any transfer of funds would be contingent upon resolving Century Link's interest.

Governor: Well, that's the point, is we're really not approving anything at all, because it's subject to your resolution of the claim of Century Link.

Erich Storm: I'm not certain how the Board reviews matters like that, whether that would constitute an approval or not. I would think so once we resolve matters with Century Link and notify NDOT that matters are resolved satisfactorily, at that point the funds are then approved for release and we could then make the deposit or distribution according to our settlement agreement.

Governor: I guess my point being this. If we approve \$5,905,000 contingent upon resolution of the claim with Century Link, that could be 18 months from now. That could be two days from now, as you say, but we don't know that. So we're really not approving the settlement today because there's a huge unknown that you've presented before us.

Erich Storm: It might be possible as well to put a time limit. I don't know if the Board can do that.

Secretary of State: Governor, I tend to agree with you, and I think the cleanest would be to just pass it for a month or another two months until they can come back to us with the resolution

from Century Link. Of course there is the risk that the landowner may back out of the deal and open new negotiations, but, you know, I share your concerns along with the Attorney General's about the appraisal information, and can certainly benefit from an opportunity to review those in more depth. And so, you know, in my opinion, the more prudent thing to do is to just wait until we can pass final approval on it.

Governor: Madam Attorney General, do you have any comments?

Attorney General: Governor, it was hard to hear the Secretary. I'm not quite sure what his point was.

Secretary of State: That my preference would be to just pass it for a month or two or however long it takes the attorneys to work out the final resolution with Century Link, which would then give us an opportunity to review the concerns that you and the Governor had expressed with the difference in the appraisal values and review any substantive materials associated with those.

Attorney General: Thank you for repeating that. Yeah. I know that obviously we've got two options here. The one option we would have today is if we were to approve it contingent on settling all these claims, is leverage, and that's what I assume that the attorneys are looking for is that type of leverage to get the parties to agree to move forward because the money is there and available for them. If we don't move forward today, there really is that obstacle of still having to come back to the Board to get approval, and that is less of an incentive for the parties to really negotiate. So I'm assuming that's why you're here today is to get that leverage.

Erich Storm: Yes, we do. Mm-hmm.

Attorney General: So that's really what -- that's really the issue here, and the question would be whether approving this today is enough of a leverage and impetus to settle this matter moving forward for all of the parties. If they don't settle it, we're back in the same boat we would be if we were not to approve it today, correct?

Erich Storm: That's correct.

Attorney General: So I guess that's the only issue that I look at here. I understand the concerns with the appraisals, and absolutely if the Board does agree that we do want to take time to look at the issue with respect to the appraisals, I am more than willing to put this off to do so. But if it's an issue of just whether we should hold it contingent or not because there's leverage here, I don't think there is one way or the other for this Board to make the decision today or make it later, because either way it's all going to depend on resolving this matter. If it's not resolved, this money's not going anywhere.

Governor: I'm inclined to take action today to approve this with the contingency, but I'll tell counsel this, that if you were aware of this, you've got to bring this to our attention sooner rather than at the time that we're doing this. Obviously, the Director wasn't aware of this, and we need to be apprised of these things so that we can have more time to consider these types of decisions rather than essentially doing it on the fly. And it makes me real uncomfortable not being familiar

with some of these issues that you're talking about, and then putting it on us at the time that we have this on our Agenda. But I do tend to agree with the Attorney General, there's some strong considerations both ways, but at the end of the day, she makes a good point is that I don't want to upset what I find is a resolution of this case that I'm not real happy with because of the change in appraisals, but I don't want to expose the state even more. And it feels like, and again, that's why I don't have enough time to think about this, but it feels like that if we don't resolve this, it could open another door for this case to get reopened and for the state, as I said, to have more exposure. So I'd rather put you in a litigation position to limit our exposure rather than to expand it, but I would strongly encourage you to get this Century Link portion of the claim resolved and get it done as soon as possible.

Erich Storm: Absolutely.

Governor: I have no other comments or questions.

Secretary of State: Governor, I maintain my original position that I think the more prudent course would be to pass it for another month, and so I'm going to vote no. I just want to explain that the reason for doing that is that, you know, I certainly understand the concerns of blowing up a deal here that could eventually result in additional obligation from the state, but, you know, obviously the landowner would have to have concerns if we were to pass this that all three Board members have expressed reservations about the appraisal amount, and if we were going to go and look into this in depth, there is a chance that the Board members could find that the second appraisal was in some way deficient and that the state was paying more than we should. And so in my opinion, the better approach would have been to wait for action until we had all the information in front of us, and so respectfully I vote no.

Attorney General: So, Governor, I do also have comments based on what the Secretary just said, and I agree, Governor, with what you said earlier. Obviously it's important for us to take the time having known a little bit more about this, we could have come up with some hopefully better thoughts on how to handle this and whether it should be before the Board at this point now or not with respect to the legal strategy. But with that said, let me ask this. If we were to hold this to take a look at the appraisals because we have concerns with what we see, which is a doubling of the amount. We know, um, right now in one year the value increased about 5,212,000 from the original 4,720,000. So if we were to go back and look at those appraisals, I guess this is a question for Rudy and legal counsel, what is our first step? I mean, is it that you're going to come to the Board, go through the appraisal process with us, let us make a determination, or are we going to get an independent appraiser to come in and take a look at that, and then what does that do for this negotiation process? I would ask the Board members what is it in particular you are seeking as part of this review?

Governor: Let me comment first before you answer the question. I think if there's a deficiency, it was in the first appraisal. According to counsel, on the second appraisal these were four similar sales in a similar area, one of which was right down the street. So it sounds like if we did another appraisal that they would use the same comps as were used the last time, and if there's another subsequent sale that intervenes and shows another increase in the square footage price, that's my concern here, is increasing the exposure of the state and hopefully locking in a land

value at this time, and not be looking at a new appraisal that could again require us to enter into new negotiations with the defendant in this matter. From what I've heard, I have a little bit more confidence in that second appraisal than I do the first one, and that one seems to be the standard. And if I'm the defendant in this case, and I hear that the state is getting another appraiser out here, I'm going to want to start all over again, and that will put this case back at square one because it sounds like that property is going nowhere but up rather than down. So with that said, counsel, I don't know if you have a response to the Attorney General's question.

Erich Storm: We could get a review appraisal or we could get a completely independent appraisal. A review appraisal would simply be a qualified appraiser taking a look at the report that we do have and commenting on whether it meets appraisal standards, and would be reliable or not reliable. Or we could get a completely new appraisal from a different person and see if that person comes up with similar numbers.

Governor: Would that review appraisal or the new appraisal be subject to discovery by the defendant in this case?

Erich Storm: No.

Attorney General: How would it impact the moving forward with this settlement, if at all?

Erich Storm: Well, that would depend upon where the numbers come out. If they come out significantly less than the appraisal we have, then that would give more reason to decide against approval of the settlement. Obviously if a review appraisal with a number on it, or a brand new appraisal came out with the same or higher value, then the likelihood I guess would be that the settlement in the amount we are now proposing would make sense. The question is of time. These usually take about four to six weeks to obtain just for the Board's determination.

Governor: What happens if it comes in higher than what we have now?

Erich Storm: Well, we would not have to disclose that to the other side. It potentially could become a matter of public record, however, if it's a topic of discussion at a Board meeting, that's certain. But as far as rules of discovery are concerned, we have the right to retain consultants to check facts for us and give us valuations and we are not obliged to turn them over unless we intend to call them to testify.

Governor: Do you have confidence in our current appraisal?

Erich Storm: I have personally used the appraiser who prepared the report with the 2012 valuation date in several condemnation cases here in Las Vegas. I know that other firms have used him as well. I've always had confidence in him. He always has struck me as being level-headed and calls things as he sees them. I don't have the sense -- I have no reason to have the sense that he would attempt to low ball a figure simply because it's favorable to one client or inflate a value because it would be favorable to another client. I do trust them.

Governor: So in your professional opinion, would it be your recommendation to get a review appraisal or a new appraisal?

Erich Storm: I don't think that it would be necessary. I do not.

Governor: And obviously, your settlement with the defendant in this case was subject to Board of Examiner approval. If we were to delay this, would this harm your credibility with the defendant's counsel property owner?

Erich Storm: The landowner's attorney is aware and it's in our settlement agreement, which we have not executed yet, that this is subject to the Board of Examiners' approval, and counsel is also fully aware that if the Board decides to approve the settlement as proposed today that it will be contingent upon resolving satisfactorily any interest that Century Link has. I don't worry if I lose face with counsel under these circumstances. Counsel understands the circumstances, and I am not concerned about that.

Governor: I have no further questions. I will say this, and I understand the Secretary of State's position. I'm not sure where you are, Madam Attorney General. This is kind of a 51/49 for me. So I -- the 51 being that I would approve this settlement subject to the contingency as described by counsel, but if it were the other members' preference to continue this for another month, I'm fine with that as well.

Attorney General: So I just have one more question then again for the firm and the attorneys. If we were to delay this one month, tell us how this would impact your ability to still move forward?

Erich Storm: In all likelihood the landowner's would accept a 30-day delay. They're looking at a \$10.625 million settlement. That's difficult to turn down. That's the reality of the situation.

Attorney General: Okay.

Ms. Miller: Ms. Miller on behalf of the Attorney General's office, and one comment that I wanted to make, with respect to these eminent domain actions, this was a direct action by the department. We needed the property, we negotiated with the landowner and they refused the settlement, so we filed a direct action. What we're seeing is that a lot of these landowners' attorneys are doing counter-claims for inverse condemnation seeking for a different date of appraisal because they want a different date of value at the height of the market. That is a counter-claim in this action. Although we believe it meritless, that is always a possibility.

And the Governor asked about the date of value changing. If we were to proceed in this case, we have to deal with this inverse condemnation claim. We would likely file a summary judgment motion, or they would file a summary judgment motion and we will then -- the judge will determine did the department take some actions earlier than this time that constituted the taking, and if they did, then the date of value may be subject to that. We don't know until we litigate that, and that's the counterclaim that is in this action, and this resolves all counterclaims and pre-condemnation damages. That's something that I wanted to point out.

Attorney General: And, Governor, you know, that's a good point, and I think this is for the benefit of the Board of Examiners because I know sitting on the Department of Transportation we just approved yesterday a number of eminent domain actions, and we also know that we've heard the term that all of the owners sought legal counsel because I suspect they were going to look at their legal strategies and figure out how they would counterclaim for inverse condemnation, trying to look at the best benefit for their client. So this isn't something that you need -- if it is going to come back before us, and I think as a Board we have to decide at what point are we going to get into minutia of the legal strategy here and want to see that, at what point, based on our, rightfully so, our obligations to approve these contracts and want all of the information we need to make intelligent decisions, how do we find that balance? And I think that's what we discussing here.

At the end of the day, to accommodate everyone, all the Board members, I hear what folks are saying, I guess my concern if we are to delay it just to go out to get an appraisal, I'm not so sure that it is going to change what we're hearing, at least from the legal counsel. However, if it does dramatically change and lowers the amount that we're seeing here, we're not going to move forward with the settlement amount, correct? So is it a possibility we can approve this today, conditioned not only on resolving the claims, but going out for an independent review of the appraisal to see if it comes in lower than what it is, or is it just a waste of time to do that and just put this -- delay this for a month and do that independent review?

Erich Storm: I would go with the latter. If the Board is inclined to get another appraisal, I would simply put the decision off until you have that information.

Governor: Madam Attorney, I would say this, as again, you know, I've got -- I'm not going to micromanage counsel. He's provided us with his professional opinion that the appraisal that we have now is sufficient, and he trusts in the judgment of the appraiser. You know, I guess I'm still feeling a little bit of the burn from yesterday from the resolution of that case before -- the Falcon case before the Board of Transportation where we had a chance to resolve a case for much less than we did, and there was a decision to move forward on that portion of the claim and we ended up paying more than twice as much as we thought, and I'm -- given the Deputy Attorney General's opinion, I just think -- and at least speaking for myself, I don't want to increase or provide an opportunity for increased exposure to the state. And if we go out and obtain another appraisal, or we wait another month, there's a chance that this settlement could unravel and we'll be back in a litigation mode, and we've got this counterclaim, as the Deputy Attorney General has described, that would go to litigation. But there is a chance that it could increase the exposure of the state. I just think, as I said, it's close for me, but this is an opportunity to lock in a resolution based upon an appraisal that our legal counsel has confidence in.

Attorney General: Just one quick question then for counsel, because we're only talking about five months then that we would be looking at the difference between the last appraisal and if we were to go out and get a new one. So what we would really be looking at is if there were any different or newer sales since the last date, correct?

Erich Storm: What we'd be doing is, we would be using the same valuation date of May 8, 2012, because at least as far our direct eminent domain action is concerned, that is the date of value. So a second appraisal would value the property again as of May 8, 2012.

Attorney General: Okay.

Erich Storm: There may be additional sales perhaps that a new appraisal would consider, but the date of value would not change.

Attorney General: Okay.

Erich Storm: So if there an increase or the increase in value between May 8, 2012, that would not affect the ultimate decision.

Attorney General: Yeah, Governor, you know, I agree. There's no doubt this is a concern for all of us, this appraisal, and I'm not sure if it's the first appraisal that was off, or the second one, or the value of the property really has increased in that year period by that much. But if we're looking at the same appraisal date, May 8, for a new appraisal, and the only issue would be whether there would be, what, we would be looking at, is that...

Erich Storm: Well, it depends on what approach the appraiser wants to take in terms of deciding what the highest use of the property is. With regard to the two appraisals we have in the present case, the appraisers saw the same highest and best use of the property which was until maybe things turn around a little bit more. Their only real difference was the comparable sales that they used. And whether a third appraiser would come in and come up with a different highest and best use and that would have a ripple effect on comparable sales, and which would be appropriate to that use, we couldn't predict. Assuming, however, that a new appraisal would consider the highest and best use of the property to be the same as the other two, then again, in all likelihood, the only difference would be what are the sales out there that this particular appraiser thinks are relevant.

Attorney General: Yeah. Governor, you know, just based on what I'm hearing today, I agree with you. This is a tough decision to have to make based on the issues before us, but I am also inclined to make a motion which I will do as to make a motion to approve this settlement contingent on resolving all of the remaining claims on this property with Century Link. And I would make that motion for approval of the settlement in the amount of \$5,905,000.

Governor: The Attorney General has made a motion to approve -- for approval of the cash -- to pay a cash settlement in the sum of \$5,905,000 contingent upon favorable resolution of all other claims to the satisfaction to the State of Nevada. Is there a second?

Secretary of State: No.

Governor: Then I'll second the motion. Any questions or discussion on the motion? All those in favor, please say aye. Opposed no?

Secretary of State: No.

Governor: Motion passes two to one. Thank you.

***10. FOR POSSIBLE ACTION – TORT CLAIM**

**A. Tawnya Meyer – TC 16325
Amount of Claim - \$125,000.00**

Recommendation: The report recommended that the claim be paid in the amount of \$125,000.00.

Motion By: Secretary of State Seconded By: Attorney General Vote: 3-0

Comments:

Governor: We'll move on to Agenda Item No. 10, tort claim.

Clerk: Thank you, Governor. The claim before the Board is in the amount of \$125,000 in the case of Tawnya Meyer, and I believe there's representatives to speak to that if you have any questions.

Cameron Vandenberg: Good morning. Cameron Vandenberg, Deputy Attorney General.

Nancy Bowman: Nancy Bowman, Tort Manager for the State.

Governor: Good morning. We have the memo in front of us, and it is what it is, those are bad facts. Obviously, I guess my question is, is have we implemented -- and this may be out of your jurisdiction, but have we implemented some of these, I guess, for the benefit of the management there, that something like this won't happen again, implemented any training?

Cameron Vandenberg: As you know, Mr. Governor, the state has training available, and the division will ensure that all supervisors and human resource personnel have attended and completed that training, and we are still working on a settlement agreement with the United States to that effect.

Governor: And just given the figures that you have here, this is, at least from a dollar standpoint, a good resolution for the state that the initial claim was \$374,714.94. You had calculated a possible exposure of 190,000, and we've resolved the case for 125,000.

Cameron Vandenberg: That is correct. That is the net back pay amount, not including any overtime or interest or attorneys' fees or any of those figures.

Governor: Is this individual employed by the state now?

Cameron Vandenberg: She is not. She's employed by the Oregon Division of Forestry now.

Governor: I have no further questions. Board members, do you have any questions with regard to this Agenda item?

Secretary of State: No, Governor.

Governor: The Chair will accept a motion for approval to pay a tort claim in the sum of \$125,000.

Secretary of State: Move for approval.

Governor: Madam Attorney General, can you hear us?

Attorney General: Sorry, no, I did not hear. Was there a motion?

Governor: There was.

Attorney General: I'll second the motion.

Governor: The motion was for approval of the payment of a tort claim for \$125,000.

Attorney General: Yes. And I second the motion.

Governor: All right. There's a motion by the Secretary of State, second by the Attorney General for approval of the payment of the tort claim in the sum of \$125,000. All those in favor, please say aye. Opposed no. Motion passes unanimously.

***11. FOR POSSIBLE ACTION – LEASES**

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

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State Seconded By: Attorney General Vote: 3-0

Comments:

Governor: We will move on to Agenda Item No. 11, leases. Mr. Mohlenkamp.

Clerk: Yeah. Thank you, Governor. Before the Board are 12 leases for consideration. I would point out Item No. 1, I believe in your earlier materials, had National Guard listed as a party to that lease, and that was inaccurate. The Agenda as it was posted is accurate. This is a lease with the Motor Pool Division and with the State Lands of the Department of Conservation and Natural Resources. I do want to also point out that we have several of these leases are still showing savings over prior lease negotiations. So we're still seeing some of these savings come forward in our leasing, and I think we're seeing some really positive impacts with our leasing group, and not doubling in the property that we were talking about. We're still getting some good deals out there, so I have no other comments.

Governor: Thank you, Mr. Mohlenkamp. And I'm not sure if those individuals are here, but those responsible for negotiating these leases should receive some recognition, because there are significant savings. I didn't do all the math in terms of adding all these up, but it's several hundred thousand dollars, so that is a good thing for the state, and thank you for the hard work. I have no questions with regard to the leases themselves. Board members, do you have any questions?

Secretary of State: No, Governor.

Governor: The Chair will accept a motion for approval for the leases as described in Agenda Item No. 11.

Secretary of State: Move for approval.

Attorney General: Move for approval.

Governor: Motion by the Secretary of State, second by the Attorney General. All those in favor, please say aye. Motion passes unanimously.

***12. FOR POSSIBLE ACTION – CONTRACTS**

Fifty – Seven independent contracts were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State Seconded By: Attorney General Vote: 3-0

Comments:

Governor: We'll move on to Agenda Item No. 12, contracts. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board are 57 contracts for consideration. I do want to point out a modification that I wanted to present to you at the table here on Item No. 5. This was a late addition. This is Arbitrage Compliance, and this is the Department of Administration. This should have been an amendment in the amount of \$23,391 for a total of \$33,390. And the expiration date should be June 30, 2013. What you see here is what was initially posted before the Board. It was an error on our part, but I'm assured by legal counsel that this is an amendment I can make here at the table. What this will do, just so you know, is extend through the remainder of this fiscal year our contract in order to get the arbitrage services done. The Board approved -- or we approved through the Clerk of the Board a \$9,999 contract to get started, but a lot of this work is front loaded in the first half of the fiscal year, and so we need to move forward with this to get the remaining work done so that we can finish the CAFR and move on with our financials.

Governor: Thank you. And the contract itself has all the correct dates and amounts.

Clerk: Your backup materials have the correct information. It was just the Agenda item was posted inaccurately and that correction will be consistent with your materials.

Governor: Thank you. And I only have a couple hold outs with regard to contracts, and those were Contracts 16 and 19. And was Contract 55 still on the Agenda?

Clerk: It is. Yes, Governor. Number 55 is still on the Agenda.

Governor: Board members, do you have any other contracts that you would like to hold out for questions?

Secretary of State: I do not, Governor.

Attorney General: No, Governor.

Governor: Then we'll move on to Contract No. 16, which is Healthcare Finance and Policy with the University Of Nevada School Of Medicine.

Betsy Aiello: Good morning, Governor.

Governor: Good morning.

Betsy Aiello: My name is Betsy Aiello, and I'm the Deputy Administrator for the Division of Healthcare Finance and Policy, acting Administrator.

Governor: Thank you. And my question was not to the utility of the contract, it was simply given the large amount over time, I know this goes over several years, \$41 million. I was just curious exactly what the services that the state receives with regard to this contract from the University.

Betsy Aiello: Okay. This actually is almost like two separate contracts in one, and so it's a little confusing that way. The first part of the contract is for the University School of Medicine for the medical services that they do provide, and it's a supplemental payment. So they get their medical payment through billing our claim system. Then they send dollars to us. We match federal dollars. And they get paid back a supplemental payment and it's -- the federal government allows it up to the Medicare enhanced rate from the Medicaid rate. The idea is that the cost of training medical while you're providing medical care and education costs more. So the federal government's matching their dollars to help cover that. There's a second part if you want to hear the contract.

Governor: Please.

Betsy Aiello: The second part of the contract is to Nevada Family Practice. They provide targeted case management services to the state and some psychological services, mental health services, and they get a governmental rate from the state for those services that they bill through our claims payment system. They've had that rate for many, many years. The contract was

written at first for them. The federal government said to continue to allow them to get the government rate instead of the private rate we pay for targeted case management, they had to have a cost allocation plan. So the first part when they were in the contract, it was just designating and approving based on federal government requirements their cost allocation plan. Amendment 4 right now, because they are a governmental entity, and they do do some different administrative activities for Medicaid, they do some outreach gathering of eligibility and enrollment data, they do do a little bit of utilization management and some additional referral that are not part of the targeted case management billing. So this is adding the federal authority to draw down the federal funds to match what they pay in their cost allocation plan for those administrative activities they provide for Medicaid.

Governor: Thank you. And one more question then. If I'm a Nevadan, what service am I receiving, or who is a candidate for service as a result of this contract?

Betsy Aiello: Okay. For the first section, you'd be going to the School of Medicine and receiving medical care, whether it's primary care, you see your primary care physician up at the School of Medicine, internal medicine, they bill and treat you actually in their clinics for medical services. And then we just pay the regular rate and then that's where the supplemental contract is. The second part is mental health services, both case management and treatment for mental health activities, the psychologists, all of those activities, and that's what you get. The administrative claim that's being added now is that if you walk into their office and they don't -- you don't have Medicaid or don't have anything, they will help you become eligible. They'll help you gather your stuff, submit it, they'll do the mental health, they'll send referrals to other people. So once you're Medicaid eligible, then they will provide some of the linkage and care for referrals.

Governor: And on part one I'll call it, can any individual walk into the University Clinic, or is there a category that is eligible to go there, category of person?

Betsy Aiello: For the services they provide, if you have medical necessity. If you're on Medicaid and they're doctors have an appointment, you can go in. It's not a specific -- you could choose them as your primary care provider or you could choose any other doctor that provides Medicaid primary care.

Governor: That satisfies all my questions, and I guess where I'm going is we get one page most of the time, and there's kind of a broad description here, and I'm always curious as to what it really means on the ground and how we're servicing the citizens of the state. So it helps me mechanically how these services are used, and as I said, this is a large amount of money, and it helps me to understand exactly where that money is going. Thank you very much. Board members, do you have any questions with regard to Contract 16? Thank you very much. And Contract 19, Welfare and Support Services with North Woods.

Louise Bush: Good morning, Governor. I'm Louise Bush. I'm the Chief of the Child Support Enforcement Program with the Division of Welfare and Supportive Services. And to my right is Dave Stewart. He's our Deputy Administrator for Information Systems within our division.

Governor: And similarly on this one, just reading this very brief description, I have somewhat of an impression that we bought this computer system and then now we're hiring somebody else to help us use it. That's not correct?

Louise Bush: That is not correct.

Governor: Okay. Could you just then provide a basis for what this contract means?

Louise Bush: Yes. Clark County sponsored a project to contract with North Woods, and this was done by an RFP, for a document imaging, handling and workflow application. Therefore, Clark was the pilot of this project. We implemented it statewide. We had a short period of time to get it implemented in order to have match funding with our incentive dollars. And Clark County is using the application to its fullest, but there are some enhancements that they believe they need to really make their business practices efficient. However, we're lacking on providing that type of service to the other offices within the state. And, you know, they're just basically using it as a document imaging application when there's other applications that are involved in it, you know, to help them manage their tasks, their workflows and where the documents are stored. We also have an issue with the fact that this application is fully functional in many other states, but not using the storage system that we have, which is Filenet. So we have some issues with our internal Filenet storage, and this is where Dave can help integrate some of his knowledge.

But whenever we're looking at how we can best serve our offices, number one, we need to analyze what it is that they are doing in their internal office versus what the application can do for them. We also need to look at the configuration of the application to our Filenet system because North Woods believes that some of the issues that we're having have to do with the Filenet configuration. So again, that's all of the analysis portion. Then they were going to provide training to the field staff to show them how they can really maximize the use of the application within their office. And then the third phase of the contract, and we just had it as a phase that we cannot move forward with without doing a contract amendment that would have to be approved, but yet we wanted the monies reserved because it was out of our incentive funds, and we know how much we've allocated for it. So if there are no enhancements per se, we won't be moving forward with that portion, the additional \$248,000, but we will have the analysis, we will have the issues with the redesign or the configuration with the Filenet system addressed, and we will be providing the training to the field offices.

Governor: So North Woods is going to come in and help us better use the system than exists today.

Louise Bush: Right. Because this is their application. It's a trademark application by them. You know, if we were to go with another vendor to do this, then we're compromising the warranty on the application.

Governor: I mean, I understand that this is federal money, but it's \$445,000 over 270 days. That sounds like a lot of money, so we're -- they're going to be sending a lot of individuals out to do that training, and we'll be taking full advantage of that?

Louise Bush: We have tried to keep it to a minimum how many they're sending out for us. It's up to them what they do, but even as far as doing the analysis of the offices, we've broken it down to them actually meeting in either three or four. I know specifically three places, Clark County, Reno and in Elko. But it is because we also looked at the county's meeting in Fallon, and the reason that they needed to do this is because the business needs for each of these offices are different.

Governor: That's all I have. Thank you. That was very helpful.

Louise Bush: You're very welcome.

Governor: I have no further questions with regard to any of the contracts contained in Agenda Item No. 12. Board members, do you have any further questions with regard to this Agenda item?

Secretary of State: No, Governor.

Governor: Hearing none, the Chair will accept a motion for the approval of the contracts in Agenda Item No. 12, Contracts 1 through 57.

Secretary of State: Move for approval.

Attorney General: Second the motion.

Governor: Secretary of State has made a motion for approval. The Attorney General has seconded the motion. All those in favor, please say aye. Opposed no. Motion passes unanimously.

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

Three master service agreements were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State Seconded By: Attorney General Vote: 3-0

Comments:

Governor: We will move on to the next item on the Agenda which is Master Service Agreements, Agenda Item No. 13.

Clerk: Thank you, Governor. Before the Board are three separate agreements for consideration. The first with American Data Bank, the second Sterling Infosystems, and the third T-Mobile USA. I don't believe that any of the Board members have required any information on these.

Governor: I have no questions. Board members, any questions on Agenda Item No. 13? Hearing none, Chair will accept a motion for approval.

Secretary of State: Move for approval.

Attorney General: Second.

Governor: Secretary of State has made a motion for approval of the Master Service Agreements described in Agenda Item No. 13. The Attorney General has seconded the motion. All those in favor, please say aye. Motion passes unanimously.

14. INFORMATION ITEM

A. Department Of Transportation – Administration

The Department recommends accepting a settlement payment in the amount of \$218,308.20 from American Contractor's Indemnity Company (ACIC), which is the issuing surety of the performance bond for the Minden Gateway Center, LLC project. Minden Gateway failed to complete the work and filed bankruptcy. The department issued a Notice of Default and Demand for Performance upon the surety, ACIC. The department and the surety negotiated a settlement agreement with ACIC agreeing to pay the full amount of the bond.

Comments:

Governor: Okay. Then we have an information item, Agenda Item 14.

Clerk: Thank you, Governor. Before the Board is just, as an information item, the intent to accept a settlement payment in the amount of \$218,308.20 from a bonding company in settlement of an ongoing matter. And I haven't got into the details of this, but this looks like it settles our claim with regard to issues with the Department of Transportation.

Governor: This is money coming in.

Clerk: Yeah, we don't see many of these.

Governor: Board members, do have any questions with regard to Agenda Item No. 14?

Secretary of State: No, Governor.

***15. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS**

Comments:

Governor: Okay. Are there any Board member comments pursuant to Agenda Item 15? Okay. Are there any members of the public here in Carson City that would like to provide public comment to the Board? Is there anyone in Las Vegas that would like to provide public comment to the Board?

Attorney General: No.

***16. FOR POSSIBLE ACTION – ADJOURNMENT**

Motion By: Secretary of State Seconded By: Attorney General Vote: 3-0

Comments:

Governor: We'll move on to Agenda Item 16, adjournment. Is there a motion for adjournment?

Secretary of State: So moved.

Attorney General: Second.

Governor: There's a motion by the Secretary of State for adjournment, second by the Attorney General. All those in favor, please say aye. Motion passes unanimously. This meeting is adjourned. Thank you, ladies and gentlemen. Thank you, members of the Board.

Respectfully submitted,

JEFF MOHLENKAMP, CLERK

APPROVED:

GOVERNOR BRIAN SANDOVAL, CHAIRMAN

ATTORNEY GENERAL CATHERINE CORTEZ MASTO

SECRETARY OF STATE ROSS MILLER



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298
Phone: (775) 684-0222 | www.budget.nv.gov | Fax: (775) 684-0260

Date: Wednesday, October 10, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Cathy Gregg, Budget Analyst 4
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

Agenda Item Write-up:

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 16 refund requests totaling \$193,135.00.

Additional Information:

Below is a table summarizing the action taken by the Board or pending the Board's approval at this time, and provides an outlook for future potential mining claim refunds. The fiscal year 2012 value includes a \$700 adjustment due to an administrative error that occurred with the very first mining claim refund request forwarded to the BOE in November 2011.

BOE Meeting Date	Mining Refund	MBT Credit	Grand Total
Fiscal Year 2012	\$16,326,908.50	\$619,390.00	\$16,946,298.50
August 2012	\$143,955.00	\$0.00	\$143,955.00
November 2012	\$193,135.00	\$56,100.00	\$249,235.00
One-Time Adjustment	(\$700.00)	\$0.00	(\$700.00)
Totals to Date	\$16,663,298.50	\$675,490.00	\$17,338,788.50
Total Mining Claims Deposited in State General Fund			\$18,158,531.50
Difference			\$819,743.00

Statutory Authority:

Senate Bill 493, Section 16.7, 2011 Legislative Session.

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
 CHRISTOPHER NIELSEN
 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

RECEIVED

OCT 10 2012

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

Date: October 9, 2012
 To: Cathy Gregg, Budget Analyst 4
 From: Sumiko Maser, Deputy Executive Director
 CC: Jennifer Gamroth, Program Analyst, Legislative Counsel Bureau
 Subject: Board of Examiners Action Item – Mining Fee Refunds

In accordance with Senate Bill (SB) 493 (see Attachment A for relevant sections) of the 2011 Legislative Session, the Department of Taxation requests the Board of Examiners' approval for payment of the attached list of 16 applications for mining fee refunds, totaling \$193,135.00 (see Attachment B). These refunds are for amounts paid by mining claim holders pursuant to Nevada Revised Statute (NRS) 517.187 (see Attachment C for relevant sections). 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 for relevant sections), 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 2013 totaled \$18,158,531.50.

Attachment B represents the Taxation's ninth 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 21 applications received and verified to date for this ninth submittal to the Board, the department identified five with MBT accounts that will have the requested refund amounts, totaling \$56,100, applied to their liabilities over the following year.

The department will continue to present refund applications to the Board 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 732 applications for refund, totaling \$16,663,998.50, for Board approval and identified 26 applicants that will have refund amounts, totaling \$675,490.00, applied to their MBT account liabilities. The amount has been adjusted by (\$700) for a refund from a mining claim holder for an overpayment.

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

Attachments

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



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.



ATTACHMENT B

Refund of Mining Fees Paid Pursuant to NRS 517.187
As of October 8, 2012

<u>#</u>	<u>Name</u>	<u>Make Check Payable To</u>	<u>County Where Fees Paid</u>	<u>Date Received Claim</u>	<u>Amount Paid</u>
1	WOODBURN AND WEDGE FOR AQUARIAN EXPLORATION INC	ATTORNEYS AND COUNSELORS AT LAW	LANDER	07/18/12	\$ 1,050.00
2	WOODBURN AND WEDGE FOR NORTHERN NEVADA AU INC	ATTORNEYS AND COUNSELORS AT LAW	LANDER	07/18/12	\$ 3,010.00
3	WOODBURN AND WEDGE FOR GENESIS GOLD CORP/TOBIN GOLD INC	ATTORNEYS AND COUNSELORS AT LAW	PERSHING	07/18/12	\$ 7,310.00
4	WOODBURN AND WEDGE FOR GENESIS GOLD CORP/TOBIN GOLD INC	ATTORNEYS AND COUNSELORS AT LAW	ELKO	07/18/12	\$ 13,430.00
5	WOODBURN AND WEDGE FOR GENESIS GOLD CORP/TOBIN GOLD INC	ATTORNEYS AND COUNSELORS AT LAW	EUREKA	07/18/12	\$ 8,330.00
6	WOODBURN AND WEDGE FOR MIRANDA USA INC	ATTORNEYS AND COUNSELORS AT LAW	EUREKA	07/18/12	\$ 12,070.00
7	WOODBURN AND WEDGE FOR COLUMBUS GOLD (US) CORP	ATTORNEYS AND COUNSELORS AT LAW	EUREKA	07/18/12	\$ 6,120.00
8	WOODBURN AND WEDGE FOR COLUMBUS GOLD (US) CORP	ATTORNEYS AND COUNSELORS AT LAW	LANDER	07/18/12	\$ 15,385.00
9	WOODBURN AND WEDGE FOR COLUMBUS GOLD (US) CORP	ATTORNEYS AND COUNSELORS AT LAW	LANDER	07/18/12	\$ 2,720.00
10	CARLIN TREND MINING SERVICE FOR CONCORD MINERALS	CONCORD MINERALS	ELKO	08/14/12	\$ 11,900.00
11	MARY KIM PICCININI	MARY KIM PICCININI	LANDER	08/07/12	\$ 2,730.00
12	MARY KIM PICCININI	MARY KIM PICCININI	LANDER	08/07/12	\$ 1,470.00
13	X - CAL USA INC	X - CAL USA INC	PERSHING	08/08/12	\$ 3,230.00
14	X - CAL USA INC	X - CAL USA INC	HUMBOLDT	08/08/12	\$ 850.00
15	X - CAL USA INC FOR SLEEPER MINING COMPANY LLC	X - CAL USA INC	HUMBOLDT	08/08/12	\$ 87,890.00
16	X - CAL USA INC	X - CAL USA INC	LANDER	08/08/12	\$ 15,640.00
Total Refunds					<u>\$ 193,135.00</u>

CHAPTER 517 - MINING CLAIMS, MILL SITES AND TUNNEL RIGHTS

GENERAL PROVISIONS

NRS 517.003 "Division" defined.

LOCATION OF MINING CLAIMS, MILL SITES AND TUNNEL RIGHTS

LODE CLAIMS

NRS 517.010 Person entitled to locate; requirements for location.
NRS 517.030 Monumenting of claim; required removal of plastic monuments.
NRS 517.040 Map: Specifications; filing; distribution; use of filing fee.
NRS 517.050 Certificate of location: Recording; contents; effect of insufficiency.
NRS 517.080 Relocation of abandoned lode claim.

PLACER CLAIMS

NRS 517.090 Requirements for location.
NRS 517.100 Map: Specifications; filing; use of filing fee.
NRS 517.110 Certificate of location: Recording; contents; effect of insufficiency.

TAILINGS AND WASTE

NRS 517.115 Evidence of abandonment; acquisition after abandonment.

MILL SITES

NRS 517.120 Location of nonmineral land as mill site.
NRS 517.130 Requirements for location.
NRS 517.140 Certificate of location: Recording; contents; effect of insufficiency.

TUNNEL RIGHTS

NRS 517.150 Requirements for location.
NRS 517.160 Definition of boundaries; erection of monuments.
NRS 517.170 Recording of certificate of location; filing of map; effect of insufficiency.
NRS 517.180 Location of blind or unknown lode or vein in tunnel.

GENERAL PROVISIONS

NRS 517.185 Fee for each document filed; disposition.
NRS 517.187 Additional fee for filing made pursuant to NRS 517.230. [Effective through June 30, 2011.]
NRS 517.190 Notice of location: Filing; evidentiary effect.
NRS 517.195 Separate notices and certificates of location; effect of combining locations in notice or certificate.
NRS 517.200 Validation of defective certificate of location or change of boundaries: Filing of amended certificate of location; effect of amendment; correction of common error.
NRS 517.210 Survey of location: Evidentiary effect of field notes and surveyor's certificate.
NRS 517.213 Inclusion of patented mines and mining claims on county map; conformity of discrepancy between county map and record of survey showing location of mine or claim; duty of county recorder to provide map to county assessor.
NRS 517.215 Comparison of record of survey to county map of other claims; proposal to change map; notice; hearing.
NRS 517.230 Affidavit of work performed or improvements made; affidavit of owner or claimant; evidentiary effect of affidavits.
NRS 517.280 Certificates of location need not be sworn to; no required form.
NRS 517.290 Applicability of NRS 517.010 to 517.280, inclusive.
NRS 517.300 Unlawful acts; penalties.

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.

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,

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.

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



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 ~~+\$5,251+~~ **\$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.



REQUEST FOR CHANGES TO THE STATE ADMINISTRATIVE MANUAL (SAM)

Agency Code: 080

Department: Administration

Division (if applicable): Budget

Appointing authority: Jeff Mohlenkamp

Agency contact (name, phone and e-mail): Jim Rodriguez, 684-0211, rodriguez@admin.nv.gov

1. Reason/purpose for requested change:
 - To adapt to changes in technologies, provide added efficiency and improve work flow for expenditure transactions and contracts processing, and eliminate duplicate submissions.

2. Existing and recommended language in SAM (*blue bold italics* is new language being proposed and ~~red strikethrough~~ is deleted language being proposed).
 - See attached document with proposed changes.

3. Explain how the recommended change(s) will benefit agencies or create consistencies or efficiencies, etc. (provide examples if applicable):
 - SAM 0220:
 - Enhance efficiencies and improved workflow by allowing authorization of expenditures without routing hardcopy documents.
 - SAM 0504:
 - Enhance efficiencies and improved workflow by allowing authorization of expenditures without routing hardcopy documents.
 - SAM 1414:
 - Eliminates an antiquated reference to SAM 0512.
 - Eliminates duplicate submittals.
 - SAM 1626:
 - Clarifies that approval from the Enterprise Information Technology Services Division be obtain through the use of the Nevada Executive Budget System (NEBS), Contract Entry and Tracking System (CETS) Module.
 - SAM 2517:
 - Clarifies that approval from a department director be obtained through the use of NEBS, Bill Draft Request Module.
 - SAM 2616:
 - Supports approving authority via facsimile or scanned documentation.
 - Enhance efficiency and improve workflow by allowing authorization of expenditures without routing hardcopy documents.

4. Will recommended change have a fiscal impact (if yes, explain):
 - May further an effort to eliminate late charges by routing invoices electronically to receive authorization to pay; reduction in delays.

5. Proposed effective date:
 - Upon BOE approval

BOARD OF EXAMINERS APPROVAL DATE: _____
(for BOE use only)

0220 Filing Travel Claims

All claims for travel reimbursement to an individual should be filed on a TE "Travel Expense Reimbursement Claim" form. All relevant areas of the TE form must be completed including the start and end times, destination, purpose of trip, and original signatures. The claimant should sign attesting to the accuracy of the claim. A supervisor, manager, or designee must sign the TE form approving the appropriateness of the travel. Travel claims should be submitted within one month of completion of travel unless prohibited by exceptional circumstance. An employee cannot sign as the authorizing signature any travel voucher made out in his own name unless he is the head of the agency. *TE's with must be retained by the travelers agency if electronic or facsimile copies are used for payment purposes pursuant to SAM 2616.*

0504 Insurance and Self-Insurance

1. Property Insurance - This program combines self-funding and commercial insurance to provide blanket coverage on all State-owned buildings and contents; the contents of leased buildings for all physical loss or damage except as specifically excluded by the commercial property insurance policy; and contractor's and mobile equipment. Property losses are subject to a \$1,500 per occurrence deductible. The Risk Manager may increase the deductible at a specific location, with due notice to the agency, if an agency fails to implement loss prevention recommendations made by the commercial insurer, in a timely manner, that would prevent or minimize a loss. A \$100 deductible is applicable to the Governor's Mansion. Contractor's and mobile equipment losses are subject to a \$5,000 per occurrence deductible. Agencies must report all changes related to their properties, property values and locations to the Risk Management Division within 60 days of a move, completion of remodeling or construction projects, purchase of or a move to a new leased location. The State Public Works Board shall notify Risk Management of all new construction projects at the beginning of the project and when they are completed or substantially completed and occupied. Building Plans must be submitted by SPWB to the State's Property insurer for review in regard to the fire protection system and earthquake protection, prior to initiation of the construction project. Agency Heads are responsible to submit building plans to Risk Management for review by the State's property insurer when lease purchase construction projects are initiated. , Facility Audit Reports from SPWB Agencies are responsible to review assigned building contents values at all locations during the biennial budget preparation process and to report changes or requests for appraisals to Risk Management prior to September 1 of each even numbered year. Changes in properties covered or property values, except for new construction/purchases, that are not reported to the Risk Management Division within 60 days will not qualify for adjustments to agency budgeted costs for property insurance for the applicable budget cycle.

When reporting property information the following must be included:

- Budget account number;
- Department/division name;
- Building name, if applicable;
- Occupancy type (office, warehouse, dwelling, etc.);

- Street address or mile marker;
- City, zip code and contact phone number.

New construction and remodeling projects not handled by the State Public Works Board must be reported to Risk Management by the affected agency including square footage of occupied space, upon completion of the project.

Property Claims

- A. Reporting Losses: Agencies must immediately report all losses and take prompt action to protect the property from further damage or loss. In the event of a loss estimated to exceed \$25,000, agencies must contact Risk Management within 48 hours. Risk Management will contact the State's property insurer, who will dispatch a claims adjuster to the scene. Damaged property must be retained and all evidence related to the loss preserved until inspected by an adjuster. Property losses must be reported using the Property Loss/Damage Report form available at <http://risk.state.nv.us> under the property link; if the loss involves vandalism, theft, or other criminal activity, a copy of the police crime report must also be forwarded to Risk Management. Losses reported later than 90 days from the date of loss may not be covered. Losses that result from mysterious disappearance (no signs of forced entry or losses found during inventory) or resulting from known risks that have not been corrected may not be covered. Contested claims compensability determinations can be referred to the Risk Manager for review. The decision of the Risk Manager will be final and binding.
- B. Making Repairs: Agencies are responsible to affect the repair or replacement process by contacting the appropriate parties as soon as possible. These contacts might include Buildings & Grounds Division maintenance staff, State Purchasing Division, State Public Works Board, State Budget Office or outside contractors or vendors (following Purchasing and State Public Works Board requirements). Construction to repair or replace a major structural loss (in excess of \$100,000) must be initiated within two years from the date of loss unless a written waiver is obtained from the Risk Manager.
- C. Paying for a Loss: Agencies are responsible for a \$1,500 per occurrence deductible or an alternate deductible identified by the Risk Manager. Risk Management will pay the lesser amount of the repair or replacement, excluding any betterment and subject to the exclusions contained in the commercial excess property insurance policy.
1. When an agency pays for the entire loss out of its budget, Risk Management will reimburse it, less the deductible, after receiving proof of repair/replacement and evidence that the invoices have been paid by the agency (e.g. copies of competitive bids, copies of paid invoices, Vouchers Payable and "3.0" Report, or canceled check).
 2. Risk Management can directly pay a repair/replacement vendor. In order to do this, it is necessary that Risk Management be forwarded a copy of related contracts or the original invoice and copies of all estimates, written documentation from the agency that the work has been completed in an acceptable fashion and the agency has paid Risk Management the appropriate deductible. However, it is the responsibility of the

agency to complete all necessary paperwork required to affect the repair or replacement of the damaged or destroyed items. This would include any contracts, purchase requisitions, etc. Risk Management can be identified as the contracting agency if the contract is reviewed and approved by the Risk Manager. In the case of purchase requisitions, agencies should complete the form, except for the budget coding sections and the authorization signature and forward to Risk Management for completion. *The form must be retained by the requesting agency if electronic or facsimile copies are used for payment purposes pursuant to SAM 2616.*

3. Repairs or replacement for significant structural property losses (exceeding \$25,000) must be coordinated with the Risk Management Division and the State Public Works Board, unless a specific waiver is approved by the Risk Manager.

D. Employee Personal Property Loss: State employees' personal property kept or maintained on State property will be considered to be "at their own risk" and to be covered by their own personal insurance.

2. Fine Arts/Exhibit Coverage - **Coverage for Fine Arts/Museum exhibits are provided for under the State's Commercial property and contents insurance policy and self funded program up to a sub-limit of \$10 Million, subject to certain exclusions. In order for the Institution (agency) to obtain coverage for that specialized property, agencies should provide an inventory of items and loan agreement with agreed values (if applicable) for the covered exhibit(s).**

Claims filed under the commercial policy are subject to a policy deductible of \$25,000. Agencies are responsible for a \$1,500 deductible per occurrence. All losses should be reported to Risk Management as soon as possible, but not more than 90 days from the date of the loss. Reports of losses received beyond 90 days from the date of loss will not be covered. Mysterious disappearance losses (no sign of forced entry) or losses discovered during inventory may not be covered. When a loss involves vandalism, theft, or other criminal activity, a copy of the police crime report must also be forwarded to Risk Management.

For those pieces with a covered value greater than \$25,000, the agency must keep the item until the outside insurance adjuster or other designated representative from Risk Management has had an opportunity to inspect it. All items that are not able to be repaired become property of the insurance company or State Risk Management. Items paid under the State's self-insured property program must be delivered to Risk Management and will be destroyed to prevent any future resale after full payment for the item is made to the Artist and/or Agency.

3. Boiler and Machinery - Provides blanket coverage for damage to boilers, pressure vessels, etc. at State-owned locations. Agencies are responsible for a \$10,000 deductible. All losses must be reported to Risk Management immediately (within 48 hours) and all damaged equipment must be kept until Risk Management or its designee has had an opportunity to inspect it.

4. Computer Insurance - Coverage for computer loss exposures is provided for under the property and contents insurance policy. Agencies are responsible for a \$2,500 deductible per

occurrence. All losses should be reported to Risk Management as soon as possible, but not more than 90 days from the date of the loss. Reports of losses received beyond 90 days from the date of loss will not be covered. Mysterious disappearance losses (no sign of forced entry) or losses discovered during inventory may not be covered. When a loss involves vandalism, theft, or other criminal activity, a copy of the police crime report must also be forwarded to Risk Management. If an agency experiences repeated or multiple losses due to inadequate security or protection of equipment, deductibles may be adjusted or claims denied with due notice. All damaged equipment must be kept until the insurance company adjuster has had an opportunity to inspect it.

5. Commercial Crime Insurance - A Public Employees' Blanket Bond provides \$6,000,000 coverage, subject to a \$250,000 agency deductible for loss caused by any fraudulent or dishonest act committed by an employee acting alone or with others. The policy covers all employees except: those required by statute to furnish an individual bond; and employees of the Nevada System of Higher Education. Coverage for specific employees is automatically terminated upon discovery of their involvement in any dishonest act during current or prior employment, or having been canceled under a prior bond. Potential claims must be reported to the Risk Manager as soon as possible so that reimbursement may be sought from the insurer.

Claims Procedures: Due to the sensitivity of an alleged employee dishonesty claim, the Risk Manager must immediately be notified of any potential claim. The Risk Manager will coordinate with the Attorney General's Office prior to filing a claim for losses with the insurance company.

6. Aircraft Liability and Hull Insurance - Provides liability coverage on owned and non-owned aircraft, and physical damage coverage on fixed wing aircraft on scheduled craft, subject to various deductibles.

7. Watercraft - Liability protection for all State-owned watercraft is provided through the Attorney General's Office, as part of the self-funded tort claims liability program. There is no separate premium charge for this coverage. Liability claims relating to watercraft should be reported to the Attorney General's Office. Watercraft, related trailers and equipment may be covered for physical damage, subject to a \$1,500 per occurrence deductible. This physical damage hull coverage, which is self-funded through the Risk Management Division, is optional and must be elected by any agency desiring coverage. Agencies should contact Risk Management to place this coverage.

8. Workers' Compensation - Pays compensation, medical and other benefits for job related injuries and illnesses subject to the requirements of [NRS 616](#) and [617](#). Please refer also to SAM Section 0524.

9. Automobile Physical Damage - The State of Nevada self-funds its automobile physical damage exposures - there is no insurance company involved. As such, it is very important that agencies do as much as possible to minimize the cost of this program. The Risk Management Division will provide assistance and guidance, upon request, to agencies to help minimize costs and secure timely repairs to damaged vehicles. Outstanding claims will be reviewed every 30 to 60 days and followed-up as necessary. Agencies are billed for this coverage at the beginning of

the fiscal year and again (for any changes which may have occurred throughout the year) before the end of the fiscal year.

- A. Which Vehicles are Covered? - Coverage for State-owned automobile physical damage (i.e. comprehensive and collision losses) is not required, but is offered as an option. Agencies must elect this coverage if they want their vehicles insured under this program. Certain vehicles, which are being commercially leased, on a long-term basis, may also be eligible for coverage under this program. Only vehicles for which this option has been elected will have their claims paid. Agencies not electing this coverage will be responsible for the entire amount of any loss to their vehicle. All State owned motor vehicles must be covered for automobile liability via the self-funded auto liability program, administered through the Attorney General's Office.

- B. How to Add or Delete a Vehicle - Upon acquisition of a new vehicle, agencies have 31 calendar days during which time physical damage coverage will be automatically in force. Should a claim be filed on such a vehicle, the claim (subject to applicable deductibles) will be paid by Risk Management and premium for self-funded physical damage insurance will be assessed retroactively back to the date of acquisition. When agencies turn in vehicles to State Purchasing, insurance coverage will not be dropped until such time as the vehicle has been sold or until it has been reassigned to another State agency. Claims filed on newly acquired vehicles, which have not been added to the insured vehicle schedule after 31 days, will not be paid by Risk Management and will be returned to the agency for their handling.

Agencies should send all changes (additions, deletions, coverage changes) for physical damage coverage and liability coverage to the Attorney General's Office, Tort Claim Unit (tel.: 775-684-1263). Premium is assessed based on the date of acquisition. Even though the Risk Management Division administers the self-funded physical damage program, the Attorney General's Office maintains the master data base on the self-funded automobile fleet. Changes should be reported in writing and should include:

1. Year of the vehicle
2. Make of the vehicle
3. Model of the vehicle
4. Vehicle ID Number (VIN)
5. License Plate Number
6. Agency Name
7. Agency Budget Account Number
8. Type of change requested (e.g., add, delete, other changes)
9. Effective date of the change
10. Name and Telephone Number of Contact Person

- C. Deductibles - Insured vehicles claims, other than Nevada Highway Patrol, are subject to a \$300 deductible for collision and comprehensive losses. Insured vehicles with the Nevada Highway Patrol are subject to a \$500 deductible, effective January 1, 2002. Deductibles will be waived or reimbursed if another party caused the damage and Risk Management recovers the total amount of the loss. Alternate deductibles may be established, with due notice, at the discretion of the Risk Manager to promote loss prevention.
- D. Exclusions - Claims will be denied if investigation reveals that the vehicle was not being used in the course and scope of employment or if the employee does not possess a current valid driver's license or the employee was under the influence of alcohol, illegal drugs or prescription drugs with driving restrictions at the time of an accident, or the employee violates provisions within Nevada statutory or state administrative codes and the agency does not have or enforce adequate internal controls and procedures to prevent this type of activity. The Risk Manager will have the discretion to waive this exclusion if exceptional circumstances are presented. If a decision is made to cover the physical damage costs under these circumstances, the Risk Manager will seek reimbursement from the employee.
- E. Reporting Procedures - Agencies must report any physical damage to covered vehicles that exceeds deductible amounts to the Risk Management Office as soon as possible, but not later than 90 days from the date of damage. Reports must be made utilizing the Vehicle Accident Form (Form RSK-001-available on our website), filled out as completely as possible and accompanied by three repair estimates. It is the responsibility of the agency to secure and forward to the Risk Management Office all police reports that relate to a claim. Claims involving another party, which could possibly result in a claim against the State, must also be reported to the Tort Claims Administrator in the Attorney General's Office.
- F. Glass Repairs - If the damage is such that a repair, rather than replacement, will take care of the damaged glass, agencies are encouraged to make the repair. These repairs usually cost between \$30 and \$50 and are 100% reimbursable. Multiple estimates are not required for glass repairs and the usual \$300 comprehensive deductible is waived.
- G. Glass Replacement - The State of Nevada has agreements with several preferred vendors in various regions across the State. These agreements are intended to provide the State with consistently competitive pricing and reduce the administrative burden on State agencies. Agencies utilizing these vendors will not be required to obtain competitive bids for automobile glass replacement. For information regarding the participating vendors and other details of this program, please contact Risk Management. Agencies unable or unwilling to utilize preferred glass replacement vendors must obtain three (3) estimates for vehicle glass replacement and have the glass replaced for the lowest available cost.

Exceptions to this rule may be made on a case-by-case basis in rural areas where there are not three available vendors. Because of the nature of glass replacement claims, agencies may obtain telephone estimates for windshield and other vehicle

glass replacements. However, these estimates should still be documented for the file. Reimbursement of claims not utilizing contracted vendors must be made using a Windshield/Glass Loss Report Form RSK-001W, which also helps to document telephone estimates. These forms are available from Risk Management.

- H. Number of Bids Collision Damage - When a State vehicle has been damaged in a collision, it is the responsibility of the owner-agency to secure three (3) estimates for the repair of the vehicle, unless a waiver is received from the Risk Manager due to unique circumstances including but not limited to remote rural locations or specialty work. The repair must be made using the lowest responsible bid. Reimbursements will be made based on the low bid, when applicable and cannot include State of Nevada sales tax. Agencies doing their own repairs will be reimbursed for parts only, subject to the applicable deductible amount. In cases where contracts are required for repair work pursuant to State Purchasing guidelines and requirements, and the affected agency does not have sufficient funds to execute a contract for the repairs, Risk Management may advance the funds for the loss, less the appropriate deductible, to the agency. Any unused funds that were advanced to an agency must be returned to Risk Management as soon as possible.
- I. Another Party is Liable for the Damage - If the vehicle is insured by the State for loss against physical damage, Risk Management is available to assist agencies with recovering from the at-fault third party. When another party is responsible for the damage to a State vehicle, Risk Management will work with the involved agency and deal directly with the at-fault third party/his insurer for the repair of the damaged vehicle. In these situations the requirement to obtain three (3) estimates for repair of the vehicle may be waived. Risk Management would pay the loss and would then pursue recovery from the adverse party. If Risk Management makes full recovery from the adverse party, the agency would be reimbursed any deductible it may have paid. For claims that do not exceed the agency's deductible, the agency will work directly with the third party/his insurer for the repair and/or recoveries of monies spent for the repairs to the damaged State vehicle. In cases where the damage is being taken care of directly by the other party's insurer, without going through Risk Management, agencies must still provide an informational summary, including an accident report and repair costs, of the loss to Risk Management.
- J. Payment to Vendors/Reimbursements to Agencies –
 - 1. If the agency pays for the entire loss out of its budget, reimbursement of expenses will be made by Risk Management directly to the agency, less the deductible, after receiving proof of repair/replacement, copies of the three (3) estimates, and evidence that the invoices have been paid by the agency (e.g. copy of paid invoices, Vouchers Payable, and "3.0" Report, or canceled check). Agencies doing their own repairs will be reimbursed for parts only, subject to the usual deductibles. Reimbursements are

typically accomplished using a Journal Voucher (for those agencies in the State's accounting system) or a Voucher Payable/Check (for those agencies outside of the State accounting system).

2. Risk Management can directly pay the vendor. In order to do this, it is necessary that we have the original invoice, written statement from the agency that the work has been completed in an acceptable fashion, copies of the three (3) estimates, and the agency has paid Risk Management the appropriate deductible amount. Risk Management must have the deductible before they can pay the vendor.
- K. Total Loss Replacements - An insured vehicle will be deemed to be a total loss when the cost to repair it (according to the low estimate) is 80% or more of the Kelly Blue Book (mid range) actual cash value (ACV). When this is done, Risk Management will pay the agency the ACV and any related expenses (e.g., towing) that the agency has paid, less any salvage recovery and deductible amounts. Agencies are responsible for securing a minimum of three (3) reasonable salvage bids. Vehicles may be salvaged via the State Purchasing Division, as well as through commercial salvage operations. For assistance with this process, contact Risk Management. Agencies are responsible to use these recovered funds for authorized expenditures only. In the event a vehicle is "totaled", the agency must notify Purchasing (to remove the vehicle from the State inventory) and the Attorney General's Office (to delete the vehicle from self-funded insurance coverage). Agencies may decide to keep a totaled vehicle (usually for parts). When they do this, the high salvage bid will still be deducted from the ACV amount. If a vehicle has been totaled, it may not be insured for physical damage coverage in the future.
- L. Towing - Towing charges related to an insured comprehensive or collision loss will be reimbursed, subject to the appropriate per claim deductible. Towing should be limited to getting the disabled vehicle to the repair shop or to the closest State facility where it can be stored until such time as a repair can be done or until the vehicle can be sold.
- M. Storage - Efforts should be made to minimize the cost of storage of a disabled vehicle in commercial storage areas. Reasonable storage costs (generally not to exceed 10 days) are a reimbursable expense. However, if the duration of storage is likely to be lengthy, the agency can request assistance from the Risk Management Division to move the vehicle to a State-owned property to minimize storage fees. The Risk Management Division will follow-up with agencies every 30 to 60 days to determine the status of the repairs. If excessive storage fees are being accumulated the agency head will be contacted for appropriate action.
- N. Replacement Vehicles/Loss of Use - The State's self-funded automobile comprehensive and collision program does not provide for temporary replacement vehicles (i.e. rentals) while the damaged vehicle is being repaired or replaced.

- O. Special Equipment - Equipment that is permanently attached to a vehicle is normally insured for physical damage as part of the vehicle, subject to the usual deductibles; examples of this would include such things as NHP light bars, external lights, fixed radios, etc. Other equipment that it is in the vehicle, but is not permanently affixed, is insured under the State's property insurance program (which is subject to a \$1,500 deductible). Some examples of this type of equipment includes: State provided (issued) firearms; cellular phones and portable two-way radios; laptop computers, etc. Vehicle operators should do whatever is prudent to secure the contents of their vehicle to protect them from damage or theft.
 - P. Personal Vehicles - When a personal vehicle is used on State business, and is involved in a collision, the employee will need to file a claim with their personal insurance carrier. Risk Management does not insure personal vehicles or reimburse for any collision deductibles.
 - Q. Rental Vehicles - Vehicles must be rented from companies with whom the Purchasing Division and State Motor Pool have negotiated overriding agreements. It is not necessary for the agency to purchase additional insurance when renting under those agreements as part of the negotiated contract rates, includes insurance coverage. As such, usage of the negotiated contracts is mandatory. Any agency renting outside those agreements will be responsible for their own insurance coverage and for any accident claims.
 - R. Leased Vehicles - There may be situations where it is in the best interest of the State for agencies to lease vehicles. When the lease agreement requires that the State insure these vehicles, it is the responsibility of the agency leasing a vehicle to notify the Attorney General's Office of the requirement for insurance coverage on the vehicle. As with State-owned vehicles, agencies must elect physical damage coverage (liability is mandatory) in order to be covered for these types of losses. Unless this coverage has been requested by the agency, damage to leased vehicles will not be paid by Risk Management; all physical damage costs and related expenses will be the responsibility of the agency.
9. Contractor's and Mobile Equipment Insurance - Agencies may insure their contractor's or mobile equipment (e.g., backhoes, graders, forklifts, dump trucks, and other large construction-type equipment). Only equipment that is scheduled on the commercial property insurance policy is covered for loss against physical damage or theft. Agencies should contact Risk Management if this coverage is desired.
10. Excess Commercial General Liability Insurance - Agencies are sometimes required (often as a requirement of property or equipment lease agreements) to obtain commercial general liability insurance coverage. This coverage typically provides limits that are higher than those afforded under the self-funded liability program and permit the lessor to be named as additional insured (which cannot be done under the self-funded program). The excess commercial general liability insurance is handled via the Risk Management Division. Agencies should contact Risk Management if this coverage is required.

11. Certificates of Insurance - In many business transactions (special events, equipment financing, property leasing, etc.), the State is required to provide proof of liability or property insurance. Contact Risk Management with the following information:
 - A. For liability insurance, the name and complete address of the party requiring the certificate, the purpose for the document, dates for which coverage is required, additional insured requirements, if any;
 - B. For property insurance, the name and complete address of the party requiring the certificate, a description of the property to be insured, the complete physical address of where the property is located, the total dollar value of the property, loss payee requirements, if any. Risk Management will promptly arrange to have the evidence of insurance provided the requiring party.

1414 Insurance and Accident Reporting

- **Accident**

Refers to any collision involving a State vehicle with a pedestrian(s), other vehicle(s) and/or other fixed or stationary object(s), whether or not any physical damage or bodily injury occurs.

- **Incident**

Refers to non-accident personal injury or physical damage; i.e., vandalism, window or body damage from flying objects, lost or stolen vehicle parts or accessories, vehicle body damage from tire snow chains, etc.

All accidents or incidents involving a State vehicle must be reported within 48 hours to the Motor Pool Division and to the Torts Claims Manager of the Office of the Attorney General in Carson City. An accident report packet is located in the glove box. Agencies utilizing Motor Pool Division vehicles will be billed back the insurance deductible for accidents when their employees are found to be at fault for initiating the accident.

If you are involved in an accident, follow these procedures:

1. Stop at once.
2. Render aid to the injured.
3. Notify police, give exact location and advise if there are injuries.
4. Obtain name, address and vehicle license number of other party(s), and obtain names and addresses of all witnesses.
5. Complete police and State accident reports. **Do not sign or make a statement as to responsibility.**
6. As soon as possible notify your supervisor and request he notify Motor Pool (775-684-1880) within 24 hours. (In the event of weekends or holidays, notify on the next working day.)

7. In the event there is bodily injury or substantial property damage the supervisor shall phone the Tort Claims Manager of the Office of the Attorney General as soon as possible and follow up with a written report.
8. Within 24 hours of an accident submit one copy of [State of Nevada Vehicle Accident Report \(Form No. RSK-001\)](#) to Motor Pool and send or fax one copy to the Torts Claims Manager of the Office of the Attorney General, and one copy to Risk Management. Accident reports must include supervisor's signature. ~~(SAM-0512)~~ *The RSK-001 form must be retained by the employee's agency.*

Note: Nevada State law requires that the **driver** submit a report on [Form Number SR-1](#) to the Department of Motor Vehicles and Public Safety within 10 days in the event that property damage exceeds \$350 to any one person or for any personal injury or death.

1626 Contracts for IT Services

Prior to submitting a contract for IT services to the Board of Examiners for approval, agencies must submit the contract to EITS for review and approval. Agencies are encouraged to schedule that review prior to obtaining signatures on the contract documents, thus avoiding delays resulting from modifications to the documents. Contracts related to IT projects must adhere to section 1618 regarding TIRs and TWEs. *Signatures are obtained electronically by utilizing the Nevada Executive Budget System, Contract Entry and Tracking System (CETS) Module.*

2517 Bill Draft Requests

By law the Legislative Counsel is required to advise and assist state agencies and departments in the preparation of measures to be submitted to the Legislature. The Legislative Counsel is prohibited from preparing proposed legislation for any agency of the Executive Branch of the State Government for introduction at any regular session of the Legislature, unless the request is approved by the Governor or a designated member of his staff and transmitted to the Legislative Counsel on or before September 1 preceding the convening of the session (a request submitted on September 2 is late and must be approved by the Legislative Commission before it can be drafted).

To provide a systematic review and correlation of requests within the framework of the strategic planning and budget process, all requests must be submitted through the Department of Administration. To allow adequate time for action, the Governor has directed that all requests be submitted to the Department of Administration by May 1 of every even-numbered year. Requests should be separated between Housekeeping, i.e., clarification or minor changes to existing statutes, or Substantive, i.e., all other requests, to help expedite the review process and facilitate the bill drafting. If you are not sure if your request is Housekeeping or Substantive, include it with your Substantive requests.

After November 1 of every even numbered year, the Legislative Counsel is required to give full priority to the preparation of legislation requested by members of the Legislature. To avoid

losing priority, agencies must submit their requests in a timely manner. The Legislative Counsel will begin drafting proposed bills immediately in the order in which the requests are received.

The Legislature has adopted strict limitations on the number of bills that can be requested during the interim. One of the limitations is upon the total number of requests that can be submitted on behalf of executive branch agencies. Such agencies must not submit more than 125 requests, excluding those bills submitted by constitutional officers and the Nevada System of Higher Education. Adherence to these limitations and the time lines for submission of proposals should result in virtually all executive branch requests being completed by the first day of session.

Written Requests

Requests for bill drafting should be made in writing. The Governor, or his designee, the Budget Director, will transmit a memorandum jointly with Legislative Counsel describing the Bill Draft Request process, and will include applicable instructions and the appropriate form. Copies of the joint memorandum are transmitted to the various division heads of each large department in addition to the executive director or head of that department. This device has been used in the past in an attempt to accelerate action by the executive agencies in requesting bills. The Governor directs that each request from a division or other agency within a department be submitted to the director of that department for approval and signature *by using the State Executive Budget System, Bill Draft Request Module* ~~before submission to submit~~ to the Department of Administration. Agencies can reproduce the forms in as many copies as necessary. Agencies must prepare an individual ~~form~~ *Bill Draft Request* for each bill requested. Please note that each bill must be limited to one subject, but may contain proposed revisions regarding more than one NRS section that relates to the single subject of the proposed bill.

Introduction of Legislation

All agency requests that are completed by the first day of session will be randomly divided between the Majority Leader of the Senate and the Speaker of the Assembly and delivered on that day. Measures that have not been completed by the first day of session will be randomly divided between those officers as soon as they are completed. The Majority Leader and the Speaker have 15 days in which to have the measure introduced. All agency requests must be introduced by a standing committee. If you receive a draft of a bill and wish to make changes, notify the Budget Division immediately (if the change is approved, the Budget Division will notify the Legislative Counsel as soon as possible); if you do not, the bill may be introduced before you can make the changes.

Acquisition or Disposition of State Land

All legislative measures involving the acquisition or disposition of state land and containing a legal description thereof must be accompanied by the certificate per [NRS 218.255](#).

2616 Supporting Documentation for Expenditures

1. The General Ledger Accounts to be used are defined on the Controller's Office website as referred to in **Chapter 2800 of SAM**.
2. Agencies (*or the agency providing fiscal services for the agency*) shall maintain original documentation justifying expenditures; e.g., purchase order, original invoices, receiving documents and other original evidence of the State's obligation to pay. If an original invoice is not available, the documentation submitted should indicate it is to be used as an original invoice. ~~When the only available documentation is the printout of a web page, an e-mail notification, or a facsimile, there should be documentation to indicate that it is to be used as an original invoice.~~ An invoice must support payment of previous balances. Agencies shall make this documentation available as requested by Post Review employees.
3. Each transaction must have support that is signed or initialed by the agency's approving authority. ~~Faersimile signatures or initials are not acceptable.~~ *Facsimile signatures or initials, or scanned signatures or initials are acceptable in lieu of original signatures for all documents indentified in subparagraph 2 above.*
4. Where State employees are reimbursed for expenditures made on behalf of the State, those employees should not approve their own vouchers unless they are the head of the agency.

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298
Phone: (775) 684-0222 | www.budget.nv.gov | Fax: (775) 684-0260

Date: October 5, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Jim Rodriguez, Budget Analyst IV
Budget 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 CONSERVATION AND NATURAL RESOURCES –
DIVISION OF STATE LANDS**

Agenda Item Write-up:

APPROVAL TO ACCEPT A DONATION OF LAND ON BEHALF OF THE NEVADA DEPARTMENT OF WILDLIFE (NDOW)

Additional Information:

The agreement provides for the acceptance of a land donation to the state from the National Fish and Wildlife foundation (NFWF). The land donation consists of two parcels, comprising approximately 832 acres, which lie adjacent to the Mason Valley Wildlife Management Area (MVWMA). The MVWMA is owned by the state and managed by NDOW.

NFWF will use the appurtenant water rights for the Walker Lake program, but does not have the capacity, or the local staff presence, to manage the land. As such, both the NFWF and NDOW believe that the land management of these two parcels would be best accomplished as part of the MVWMA. Additionally, the conveyance agreement provides that the NFWF will restore native vegetation and wildlife habitat on the areas of the properties that were disturbed by the previous owner.

The agency estimates the value of the land to be well above \$20,000. The acceptance of this land donation does not generate any additional costs to the agency outside of the property's tax assessment. Pursuant to NRS 361.055, NDOW is not exempt from the payment of real property tax. The estimated annual tax for these two parcels (combined) is estimated to be approximately \$1,368.

Statutory Authority:

NRS 353.335.

REVIEWED: <u> <i>cb</i> </u>
ACTION ITEM: _____

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 \$20,000 each in value; and
- (b) Governmental grants not exceeding \$150,000 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 Tourism and 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; 2011, 1738, 2973)

NRS 361.055 Exemption of state lands and property generally; payments by Department of Wildlife in lieu of taxes; apportionment of payments.

1. All lands and other property owned by the State are exempt from taxation, except real property acquired by the State of Nevada and assigned to the Department of Wildlife which is or was subject to taxation under the provisions of this chapter at the time of acquisition.

2. In lieu of payment of taxes on each parcel of real property acquired by it which is subject to assessment and taxation pursuant to subsection 1, the Department of Wildlife shall make annual payments to the county tax receiver of the county wherein each such parcel of real property is located of an amount equal to the total taxes levied and assessed against each such parcel of real property in the year in which title to it was acquired by the State of Nevada.

3. Such payments in lieu of taxes must be collected and accounted for in the same manner as taxes levied and assessed against real property pursuant to this chapter are collected and accounted for.

4. Money received pursuant to this section must be apportioned each year to the counties, school districts and cities wherein each such parcel of real property is located in the proportion that the tax rate of each such political subdivision bears to the total combined tax rate in effect for that year.

[Part 1:344:1953; A 1954, 29; 1955, 340]—(NRS A 1959, 282; 1969, 997, 1560; 1977, 1400; 1979, 908; 1981, 630; 1993, 1573; 2003, 1561)

LEO DROZDOFF
Director

BRIAN SANDOVAL
Governor

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

Department of Conservation
and Natural Resources

JAMES R. LAWRENCE
Administrator



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: October 5, 2012

TO: Jeff Mohlenkamp, Director
Department of Administration

ATTN: Jim Rodriguez, Budget Analyst IV
Department of Administration

FROM: Jim Lawrence, Administrator *JL*
Division of State Lands

RE: **BOE/IFC Agenda Request for the Acceptance of a Land Donation in Lyon County.**

RECEIVED

OCT 04 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

The Division of State Lands, for the benefit of the Nevada Department of Wildlife (NDOW), is requesting your assistance in placing the attached Real Property Conveyance Agreement on the upcoming agendas for the Board of Examiners and Interim Finance Committee meetings. The agreement provides for the acceptance of a land donation to the State from the National Fish and Wildlife Foundation (NFWF). The land donation consists of two parcels, comprising approximately 832 acres, which lie adjacent to the Mason Valley Wildlife Management Area (MWWMA). The MWWMA is owned by the State and managed by NDOW (please see attached map).

The land that is proposed for donation was purchased by NFWF through a willing seller program for the purposes of acquiring the appurtenant water rights for the Walker Basin Restoration Program. NFWF will use the appurtenant water rights for the Walker Lake program but does not have the capacity or local staff presence to manage the land. As such, both NFWF and NDOW believe that the best land management of the parcels is as part of the MWWMA. NDOW has surveyed the site and believes the land to be an important addition to the MVMWA for meeting wildlife habitat needs. Also, one of the parcels contains a half mile stretch of the Walker River providing enhanced river access to the public.

In addition, the conveyance agreement provides that NFWF will restore native vegetation and wildlife habitat on the areas of the properties that were disturbed by the previous owner. NFWF, in consultation with the Mason Valley Conservation District, has developed a re-vegetation

Mr. Jeff Mohlenkamp
October 5, 2012
Page 2

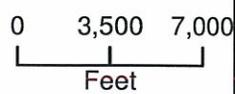
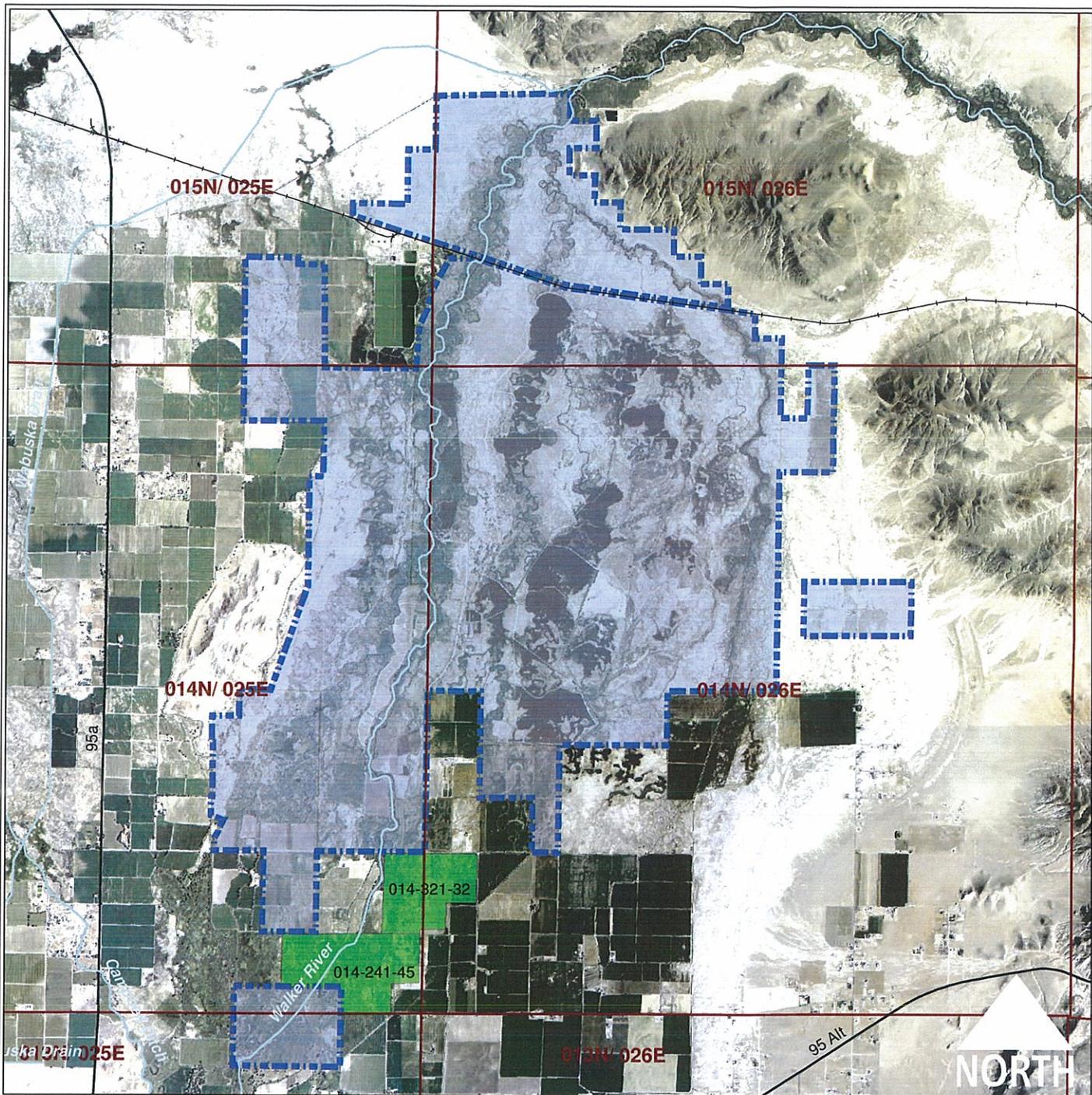
plan that has been reviewed and approved by State Lands and NDOW. NFWF is providing funds to the conservation district to implement the plan so that there will be no cost to the State.

BOE and IFC approval is needed per NRS 353.335. Because the land is being donated, appraisals were not needed or requested. However, based on assessor information on nearby properties, we do estimate the value of the donation to be well above the \$20,000 threshold requiring BOE and IFC approval.

The acceptance of this land donation does not generate any additional costs to the agency outside taxes. Pursuant to NRS 361.055, NDOW is not exempt from the payment of real property tax. The tax for these two parcels combines is estimated to be \$1,368.00 annually.

We appreciate your assistance in placing this item on the agenda for the next Board of Examiners and Interim Finance Committee meeting.

cc: Kay Scherer, Deputy Director, DCNR



- MASON VALLEY WMA**
- CURRENT WMA BOUNDARY
 - EXISTING WMA PARCELS
 - NFWF DONATION PARCELS (832 acres)

Department of Conservation & Natural Resources



This map has been prepared for the use of the Nevada Division of State Lands for illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

REVISED 10/3/2012

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, FOR AND ON BEHALF OF THE NEVADA DEPARTMENT OF WILDLIFE ("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 14-321-32, and 14-241-45 (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 eight hundred and thirty-two (832) 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.

2. **USE OF PROPERTY:** GRANTEE agrees to hold and manage the PROPERTY as for public benefit as upland wildlife 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 D**. 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 E**. 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 E**.

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 Div. of State Lands and the Nevada Dept 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 U.S.C. § 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, June 30, 2013. There shall be no implied or express extensions of this offer unless agreed to in writing by the Parties.

Made by me this 4th day of October, 2012, contingent upon acceptance and approval of the Board of Examiners and the Interim Finance Committee.



JAMES R. LAWRENCE, STATE LAND REGISTRAR

Approved on Behalf of the Nevada Department of Wildlife:

By: _____ **Date:** _____

KEN MAYER, Director

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, June 30, 2013. There shall be no implied or express extensions of this offer unless agreed to in writing by the Parties.

Made by me this _____ day of _____, 2012.

JAMES R. LAWRENCE, STATE LAND REGISTRAR

Approved on Behalf of the Nevada Department of Wildlife:

By: _____

Date: _____

KEN MAYER, Director

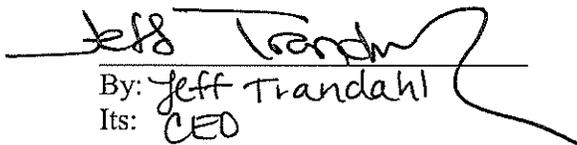
Patrick Cates, Deputy Director for Ken Mayer

10. ACCEPTANCE AND ACKNOWLEDGMENTS:

10.1 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.

10.2 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

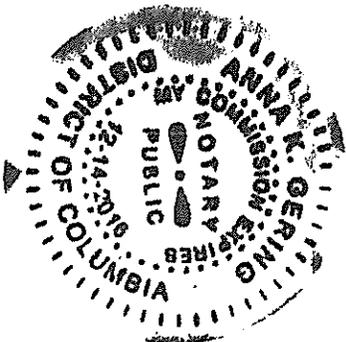

By: Jeff Trandahl
Its: CEO

DISTRICT OF COLUMBIA
: ss

On Sept. 26th, 2012 personally appeared before me, a notary public, Jeff Trandahl personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.


NOTARY PUBLIC

Anna K. Gering
District of Columbia, Notary Public
My Commission Expires
December 14, 2016



Approved as to Form:

CATHERINE CORTEZ MASTO
STATE OF NEVADA
Attorney General

By: 

Kevin Benson
Deputy Attorney General

Date: 9-25-12

APPROVED:

BOARD OF EXAMINERS COMMITTEE

By: _____

Date: _____

APPROVED:

INTERIM FINANCE

By: _____

Date: _____



EXHIBIT A
LEGAL DESCRIPTION
(follows)

LEGAL DESCRIPTION

All that certain real property situate in the County of Lyon, State of Nevada, described as follows:

PARCEL 1:

All that certain real property being a portion of Parcel 1 as shown on the Record of Survey for National Fish and Wildlife Foundation, File No. 483684 of Lyon County records lying in a portion of Sections 25 & 36, Township 14 North, Range 25 East, Mount Diablo Meridian and a portion of Sections 30 & 31, Township 14 North, Range 26 East, Mount Diablo Meridian, being described as follows:

Commencing at the South 1/4 Corner of said Section 30, Township 14 North, Range 26 East, Thence along the South line of said Section 30, North 89°41'17" West a distance of 43.65 feet to a point of intersection with the Westerly right-of-way of Aiazzi Lane as shown on said Record of Survey, File No. 483684; Thence along said Westerly right-of-way, North 0°57'29" East a distance of 200.01 feet to the TRUE POINT OF BEGINNING; Thence from said POINT OF BEGINNING and leaving said Westerly right-of-way, North 89°41'17" West a distance of 1473.42 feet; Thence South 0°49'49" West a distance of 1318.33 feet; Thence North 89°44'31" West a distance of 1281.98 feet; Thence South 0°44'27" West a distance of 202.39 feet to a point of intersection with the Southerly line of said Parcel 1 as shown on the Record of Survey, File No. 483684; Thence along said Southerly line, South 89°34'37" West a distance of 1827.83 feet to the Southwest corner of said Parcel 1; Thence along the Westerly line of said Parcel 1, North 1°42'06" East a distance of 3941.72 feet to the Northwest corner of said Parcel 1, point also being a point of intersection with the Southerly right-of-way of Miller Lane as shown on said Record of Survey, File No. 483684;

Thence along said Southerly right-of-way, South 89°58'01" East a distance of 1311.04 feet; Thence South 89°37'19" East a distance of 650.42 feet; Thence South 89°49'36" East a distance of 1281.36 feet; Thence South 89°40'34" East a distance of 1152.27 feet; Thence South 72°10'50" East a distance of 106.17 feet; Thence leaving said Southerly right-of-way and along said Westerly right-of-way of Aiazzi Lane, South 30°26'22" East a distance of 60.17 feet; Thence South 0°57'29" West a distance of 2320.23 feet to the POINT OF BEGINNING.

PARCEL 2:

All that certain real property being a portion of Parcel B as shown on the Division into Large Parcels Map, File No. 208218 of Lyon County Records, lying in a portion of Sections 35 & 36, Township 14 North, Range 25 East, Mount Diablo Meridian being described as follows:

BEGINNING at the South 1/4 corner of said Section 36, Thence from said POINT OF BEGINNING and along the South line of said Section 36, South 89°50'25" West a distance of 1318.57 feet to the Southwest 1/16th corner

of said Section 36; Thence leaving said South line, North 0°44'53" East a distance of 1313.28 feet to the Southwest 1/16th corner of said Section 36; Thence South 89°45'09" West a distance of 1318.60 feet to a point of intersection with the West line of said Section 36, point also being the South 1/16th corner of said Section 36; Thence North 89°41'55" West a distance of 1645.57 feet to a point on the West line of said Parcel B as shown on the Division into Large Parcels Map, File No. 208218; Thence along said West line, North 0°41'06" East a distance of 2631.60 feet to the Northwest corner of said Parcel B; Thence along the North line of said Parcel B, South 89°22'56" East a distance of 1648.41 feet to the North 1/16th corner of said Section 36; Thence continuing along said North line, North 89°34'37" East a distance of 2637.10 feet to the Center, North 1/16th corner of said Section 36; Thence continuing along said North line, North 89°34'37" East a distance of 2437.07 feet; Thence leaving said North line, South 0°44'27" West a distance of 2438.02 feet; Thence South 89°45'09" West a distance of 1318.55 feet; Thence South 0°44'33" West a distance of 1517.04 feet to a point of intersection with the South line of said Section 36; Thence along said South line, South 89°50'25" West a distance of 1118.54 feet to the POINT OF BEGINNING.

Legal Description appeared previously in Document No. 492606, recorded on June 15, 2012, Official Records of Lyon County, Nevada.

Said parcel as further delineated on Lyon County Record of Survey Map, recorded on June 15, 2012 as Document No. 492605.

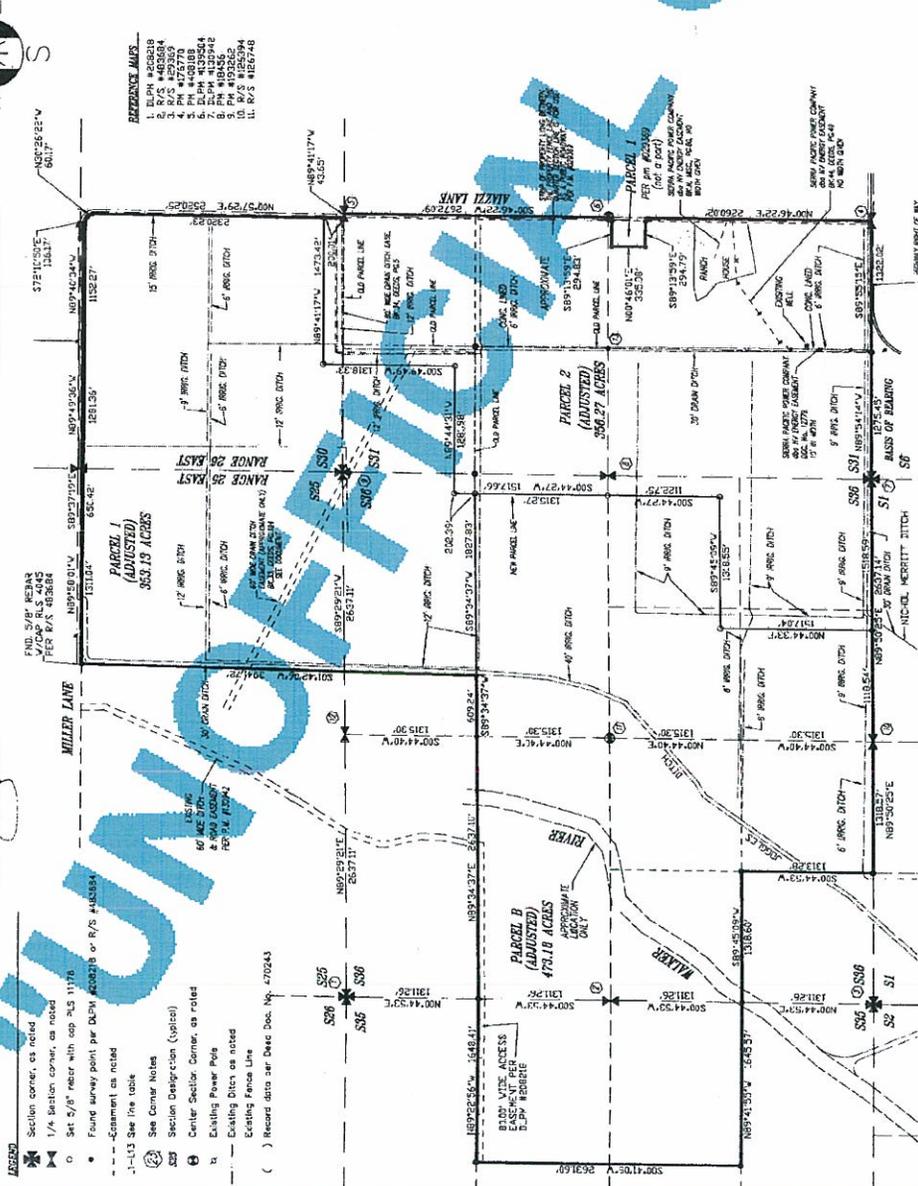
EXHIBIT B
PARCEL MAPS
(follows)

TOTAL AREA SURVEYED
1182.58 ACRES

PLANNING ADMINISTRATOR'S CERTIFICATE
I, Lisa Lovelady, Lyon County Planning Administrator, do hereby approve the necessity of this map.



SCALE: 1 INCH = 600 FEET



SURVEYOR'S CERTIFICATE
Rick P. Christian, a Professional Land Surveyor licensed in the State of Nevada, certify that this is a true and accurate representation of the survey made under my supervision and that I am a duly Licensed Professional Land Surveyor in the State of Nevada. All new corners shown are monumented as described, occupy the positions indicated and are sufficient for the purposes intended. My office is located at 278 E. 2nd Street, Reno, NV 89501. My Nevada License No. is 278630. My Nevada License Expiration Date is 12/31/2012.



RICK P. CHRISTIAN PLS 11178
Exp: 12/31/12

OWNER'S CERTIFICATE
We, the undersigned owners hereby state that we have read the foregoing plat and approve and authorize the recording of this plat and the execution of this certificate. We warrant that the information contained herein is true and correct. We warrant that we are the legal owners of the land described herein and that we have the authority to execute this certificate. We warrant that we have no knowledge of any other persons claiming an interest in the land described herein. We warrant that we have no knowledge of any other persons claiming an interest in the land described herein. We warrant that we have no knowledge of any other persons claiming an interest in the land described herein.

NATIONAL FISH AND WILDLIFE FOUNDATION
277 RANDALL CSD

COUNTY CLERK'S CERTIFICATE
I, Lisa Lovelady, County Clerk, do hereby certify that this is a true and accurate representation of the survey made under my supervision and that I am a duly Licensed Professional Land Surveyor in the State of Nevada. All new corners shown are monumented as described, occupy the positions indicated and are sufficient for the purposes intended. My office is located at 278 E. 2nd Street, Reno, NV 89501. My Nevada License No. is 278630. My Nevada License Expiration Date is 12/31/2012.

STATE OF NEVADA
COUNTY OF LYON
I, Lisa Lovelady, County Clerk, do hereby certify that this is a true and accurate representation of the survey made under my supervision and that I am a duly Licensed Professional Land Surveyor in the State of Nevada. All new corners shown are monumented as described, occupy the positions indicated and are sufficient for the purposes intended. My office is located at 278 E. 2nd Street, Reno, NV 89501. My Nevada License No. is 278630. My Nevada License Expiration Date is 12/31/2012.

RECORDERS CERTIFICATE
I, Lisa Lovelady, County Clerk, do hereby certify that this is a true and accurate representation of the survey made under my supervision and that I am a duly Licensed Professional Land Surveyor in the State of Nevada. All new corners shown are monumented as described, occupy the positions indicated and are sufficient for the purposes intended. My office is located at 278 E. 2nd Street, Reno, NV 89501. My Nevada License No. is 278630. My Nevada License Expiration Date is 12/31/2012.

FILE NO. 492605
BY: Lisa Lovelady
COUNTY CLERK

RECORDERS CERTIFICATE
I, Lisa Lovelady, County Clerk, do hereby certify that this is a true and accurate representation of the survey made under my supervision and that I am a duly Licensed Professional Land Surveyor in the State of Nevada. All new corners shown are monumented as described, occupy the positions indicated and are sufficient for the purposes intended. My office is located at 278 E. 2nd Street, Reno, NV 89501. My Nevada License No. is 278630. My Nevada License Expiration Date is 12/31/2012.

STATE OF NEVADA
COUNTY OF LYON
I, Lisa Lovelady, County Clerk, do hereby certify that this is a true and accurate representation of the survey made under my supervision and that I am a duly Licensed Professional Land Surveyor in the State of Nevada. All new corners shown are monumented as described, occupy the positions indicated and are sufficient for the purposes intended. My office is located at 278 E. 2nd Street, Reno, NV 89501. My Nevada License No. is 278630. My Nevada License Expiration Date is 12/31/2012.

DATE: 4/15/12
BY: Lisa Lovelady
COUNTY CLERK

G.A.S. CERTIFICATE
A digital copy of this map has been delivered to the Lyon County O.G.S. Department.

LYON COUNTY
I, Lisa Lovelady, County Clerk, do hereby certify that this is a true and accurate representation of the survey made under my supervision and that I am a duly Licensed Professional Land Surveyor in the State of Nevada. All new corners shown are monumented as described, occupy the positions indicated and are sufficient for the purposes intended. My office is located at 278 E. 2nd Street, Reno, NV 89501. My Nevada License No. is 278630. My Nevada License Expiration Date is 12/31/2012.

DATE: 4/15/12
BY: Lisa Lovelady
COUNTY CLERK

FILE NO. 492605
BY: Lisa Lovelady
COUNTY CLERK

RECORDERS CERTIFICATE
I, Lisa Lovelady, County Clerk, do hereby certify that this is a true and accurate representation of the survey made under my supervision and that I am a duly Licensed Professional Land Surveyor in the State of Nevada. All new corners shown are monumented as described, occupy the positions indicated and are sufficient for the purposes intended. My office is located at 278 E. 2nd Street, Reno, NV 89501. My Nevada License No. is 278630. My Nevada License Expiration Date is 12/31/2012.

EXHIBIT C
GRANT, BARGAIN, AND SALE DEED
(follows)

This document prepared by (and after recording return to):)
Name:)
Firm/Company: Department of)
Conservation and Natural)
Resources, Division of)
State Lands)
Address: 901 South Stewart St)
Address 2: Ste 5003)
City, State, Zip: Carson City, NV 89701)
Phone:)

Assessor's Parcel No. 014-321-32 and 12-241-45

GRANT, BARGAIN, SALE DEED FOR LAND

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR VALUABLE CONSIDERATION OF TEN DOLLARS (\$10.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, **National Fish and Wildlife Foundation, a Congressionally-chartered non-profit organization**, hereinafter referred to as "Grantor", does hereby grant, bargain, sell, and convey unto the **State of Nevada, acting through the Division of State Lands, for and on behalf of the Nevada Department of Wildlife**, hereinafter "Grantee", all that real property situated in the County of Lyon, State of Nevada, bounded and described as follows:

PARCEL 1:

All that certain real property being a portion of Parcel 1 as shown on the Record of Survey for National Fish and Wildlife Foundation, File No. 483684 of Lyon County records lying in a portion of Sections 25 & 36, Township 14 North, Range 25 East, Mount Diablo Meridian and a portion of Sections 30 & 31, Township 14 North, Range 26 East, Mount Diablo Meridian, being described as follows:

Commencing at the South 1/4 Corner of said Section 30, Township 14 North, Range 26 East, Thence along the South line of said Section 30, North 89°41'17" West a distance of 43.65 feet to a point of intersection with the Westerly right-of-way of Aiazzi

Lane as shown on said Record of Survey, File No. 483684; Thence along said Westerly right-of-way, North 0°57'29" East a distance of 200.01 feet to the TRUE POINT OF BEGINNING; Thence from said POINT OF BEGINNING and leaving said Westerly right-of-way, North 89°41'17" West a distance of 1473.42 feet; Thence South 0°49'49" West a distance of 1318.33 feet; Thence North 89°44'31" West a distance of 1281.98 feet; Thence South 0°44'27" West a distance of 202.39 feet to a point of intersection with the Southerly line of said Parcel 1 as shown on the Record of Survey, File No. 483684; Thence along said Southerly line, South 89°34'37" West a distance of 1827.83 feet to the Southwest corner of said Parcel 1; Thence along the Westerly line of said Parcel 1, North 1°42'06" East a distance of 3941.72 feet to the Northwest corner of said Parcel 1, point also being a point of intersection with the Southerly right-of-way of Miller Lane as shown on said Record of Survey, File No. 483684;

Thence along said Southerly right-of-way, South 89°58'01" East a distance of 1311.04 feet; Thence South 89°37'19" East a distance of 650.42 feet; Thence South 89°49'36" East a distance of 1281.36 feet; Thence South 89°40'34" East a distance of 1152.27 feet; Thence South 72°10'50" East a distance of 106.17 feet; Thence leaving said Southerly right-of-way and along said Westerly right-of-way of Aiazzi Lane, South 30°26'22" East a distance of 60.17 feet; Thence South 0°57'29" West a distance of 2320.23 feet to the POINT OF BEGINNING.

PARCEL 2:

All that certain real property being a portion of Parcel B as shown on the Division into Large Parcels Map, File No. 208218 of Lyon County Records, lying in a portion of Sections 35 & 36, Township 14 North, Range 25 East, Mount Diablo Meridian being described as follows:

BEGINNING at the South 1/4 corner of said Section 36, Thence from said POINT OF BEGINNING and along the South line of said Section 36, South 89°50'25" West a distance of 1318.57 feet to the Southwest 1/16th corner of said Section 36; Thence leaving said South line, North 0°44'53" East a distance of 1313.28 feet to the Southwest 1/16th corner of said Section 36; Thence South 89°45'09" West a distance of 1318.60 feet to a point of intersection with the West line of said Section 36, point also being the South 1/16th corner of said Section 36; Thence North 89°41'55" West a distance of 1645.57 feet to a point on the West line of said Parcel B as shown on the Division into Large Parcels Map, File No. 208218; Thence along said West line, North 0°41'06" East a distance of 2631.60 feet to the Northwest corner

of said Parcel B; Thence along the North line of said Parcel B, South 89°22'56" East a distance of 1648.41 feet to the North 1/16th corner of said Section 36; Thence continuing along said North line, North 89°34'37" East a distance of 2637.10 feet to the Center, North 1/16th corner of said Section 36; Thence continuing along said North line, North 89°34'37" East a distance of 2437.07 feet; Thence leaving said North line, South 0°44'27" West a distance of 2438.02 feet; Thence South 89°45'09" West a distance of 1318.55 feet; Thence South 0°44'33" West a distance of 1517.04 feet to a point of intersection with the South line of said Section 36; Thence along said South line, South 89°50'25" West a distance of 1118.54 feet to the POINT OF BEGINNING.

Legal Description appeared previously in Document No. 492606, recorded on June 15, 2012, Official Records of Lyon County, Nevada.

Said parcel as further delineated on Lyon County Record of Survey Map, recorded on June 15, 2012 as Document No. 492605.

GRANTEE by accepting this grant agrees to hold and manage the PROPERTY for public benefit as upland wildlife habitat in perpetuity.

LESS AND EXCEPT all oil, gas and minerals, on and under the above described property owned by Grantors, if any, which are reserved by Grantor.

SUBJECT to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD TOGETHER with all tenements, hereditaments, and appurtenances, including easements, rights-of-way, and any reversions, remainders, rents, issues or profits thereof but **RESERVING unto Grantor any and all water rights.**

GRANTOR does for Grantor and Grantor's personal representatives, executors and assigns forever hereby covenant with GRANTEE that Grantor is lawfully seized in fee simple of said premises; that the premises are free from all encumbrances, unless otherwise noted above; that Grantor has a good right to sell and convey the same as aforesaid; and to forever warrant and defend the title to the said lands against all claims whatever.

IN WITNESS WHEREOF, this deed was executed by the undersigned on this the _____ day of _____, 2012.

**GRANTOR:
NATIONAL FISH AND WILDLIFE
FOUNDATION**

**By:
Its:**

This deed was executed by the GRANTEE on this the ____ day of _____, 2012, to acknowledge their **Acceptance of the Reservations and Limitations** contained herein.

**GRANTEE:
STATE OF NEVADA, acting through the
DIVISION OF STATE LANDS, for and on
behalf of the NEVADA DEPARTMENT OF
WILDLIFE**

**By: James R. Lawrence
Its: Administrator and Ex-Officio State Lands
Registrar**

**APPROVED AS TO FORM:
CATHERINE CORTEZ MASTO,
ATTORNEY GENERAL**

**By: Kevin Benson
Its: Deputy Attorney General**

Dated: _____

DISTRICT OF COLUMBIA

This instrument was acknowledged before me on _____
(date) by _____ as _____ of the
National Fish and Wildlife Foundation.

Notary Public

Printed Name: _____

(Seal)

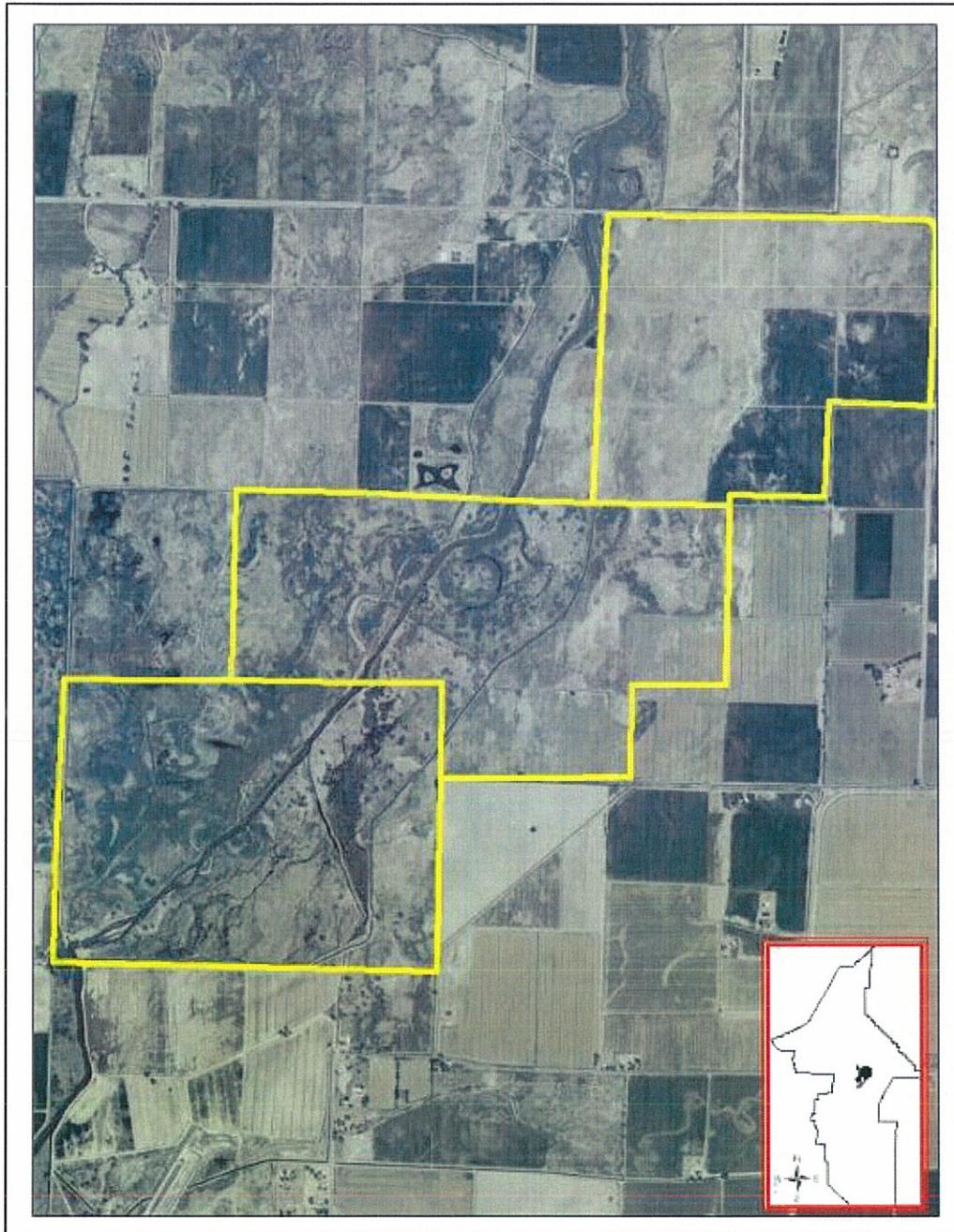
My Commission Expires:

Grantor(s) Name, Address, phone:
Mr. Jeff Trandahl
Executive Director
National Fish and Wildlife Foundation
1133 15th Street NW, Ste 1100
Washington DC 20005

Grantee(s) Name, Address, phone:
State of Nevada, Department of
Conservation and Natural Resources,
Division of State Lands
901 S Stewart Street, Ste 5003
Carson City, NV 89701

**SEND TAX STATEMENTS TO
GRANTEE**

**Revegetation Plan South Aguiar (APN 014-321-013), Joggles
(APN 014-241-035) & Weir (APN 014-401-018)**



September 2012

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

Table of Contents

Cover	Weir, Joggles and South Aguiar Parcel Locations	
Executive Summary		4
Overview		4
Definition of restoration activities		4
<i>Biomass Removal</i>		4
Seeding		5
Plug Planting		5
Monitoring		5
Irrigation		5
Contractors		5
Field Specific Restoration Plans		6
Plan 1		6
Plan 2		6
Plan 3		7
Plan 4		8
Species Selection		9
Monitoring		10
Roles and Responsibilities		10
Contingency		10
Signatory Page		11
List of Tables		
Table 1 Grass and shrub species selection, seeding rates and spacing		10
List of Photos		
Photo 1 <i>Joggles Field 3 (top)</i>		6
Photo 2 <i>Joggles Field 4 (middle)</i>		6
Photo 3 <i>Joggles Field 5 (bottom)</i>		6
Photo 4 <i>Joggles Field 2 (top)</i>		7
Photo 5 <i>Weir Field 2 (middle)</i>		7
Photo 7 <i>South Aguiar Field 1 (bottom)</i>		7
Photo 8 <i>South Aguiar Field 3 (top)</i>		8
Photo 8 <i>South Aguiar Field 4 (middle)</i>		8
Photo 10 <i>South Aguiar Field 2 (bottom)</i>		8
Photo 11 <i>South Aguiar Field 5 (top left)</i>		9
Photo 12 <i>South Aguiar Field 6 (top right)</i>		9

Photo 13	<i>South Aguiar Field 7 (bottom left)</i>	9
Photo 14	<i>South Aguiar Field 8 (bottom right)</i>	9

Appendices

Appendix A	Maps	
	Parcel Locations	A-1
	Restoration Plan Locations	A-2
Appendix B	Restoration Plans 1-4 summary of tasks and associated timeline	B-1
Appendix C	Weed control, grazing management, planting considerations and value to wildlife for selected revegetation species	C-1

Executive Summary:

Public Law 111-85 provides the National Fish and Wildlife Foundation (NFWF) the 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 diversion of flows keeping more water in-stream, 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 assist in management of Program assets and program implementation, and additional research related to the various efforts.

Through the willing seller program, NFWF has acquired four parcels of land 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). In early 2012, title for the North Aguiar and Weir parcels was transferred from NFWF to the State of Nevada for inclusion to the Mason Valley Wildlife Management Area. New conveyance agreements are in the process for the South Aguiar and Joggles parcels to again transfer title to the State of Nevada from NFWF. Revegetation activities on these properties will be based on a plan approved by NFWF, State Lands, and the State of Nevada Department of Wildlife and implemented by MVCD over a number of years.

Overview:

This revegetation plan pertains to the parcels known as South Aguiar (APN 014-321-013), Joggles (APN 014-241-035) and 13 acres of the Weir parcel (014-401-018). All parcels are contiguous and are located south of Miller Lane and west of Aiazzi Lane near Yerington, NV (Appendix A-1). Included with this restoration plan is Field 2 (approximately 13 acres) of the Weir parcel which had been previously transferred to the Mason Valley Wildlife Management Area spring 2012. South Aguiar is approximately 366 acres divided between eight fields with varying levels of restoration needs. The Joggles parcel is approximately 481 acres of which 72 acres were in production and the remaining 409 acres managed for livestock grazing with little land disturbance.

Given the diversity of site conditions found in each property, four different plans were developed. A tabular summary and timeline of each plan is included in Appendix B. All management plans will include noxious weed monitoring, inventory and treatment of any infestation throughout the restoration implementation and monitoring processes. All restoration activities are contingent upon site conditions, availability of resources (seed, water, equipment, etc.), weather and contractual regulations.

Definition of restoration activities

Biomass Removal

Some sites may require removal of the above ground biomass to reduce competition of selected species. Techniques for removal may include livestock grazing, crop harvesting, burning, traditional agricultural processes (disking, ripping, etc.) and/or herbicide applications. The actual technique used will be dependent on site conditions, water availability, timing, species to be controlled, contracts with producers, and weather restrictions.

Seeding

Grass and/or shrub seeding will occur either in the fall prior to the end of the irrigation season or early spring timed with the first irrigation using the best available seeder for that site 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. Many conditions are required for a successful seeding; therefore, plans containing these tasks identify various alternatives that will allow optimal conditions for seeding establishment.

Plug planting

Shrub plugs will be obtained from the Nevada Division of Forestry Washoe Nursery, private nurseries, local producers, or local high schools and placed randomly or planted in furrows, and/or islands, etc. Actual spacing and species selected is dependent on soil type, irrigation delivery and proximity to anthropogenic activities. If needed, MVCD will incorporate a rodent control plan to protect live plugs.

Monitoring

Monitoring of the sites includes repeatable photograph points, visual observations, surveys, soil samples, line-intercept transects, and hoop clippings and/or gap intercept measurements. For the purposes of this restoration plan undesirable conditions include establishment of unbeneficial plant species, fugitive dust creation, poor wildlife habitat value and noxious weed establishment.

Irrigation

Although sprinkler irrigation is preferred for planting native species; the selected seed 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.

Contractors

For contracted services such as field preparation, seeding and irrigation; Mason Valley Conservation District's standard operating procedure first contacts the last producer to manage the property, then the neighboring producers and finally other producers

willing to perform the necessary service. MVCD will follow NDOW direction for contracted services once the parcel transfers to State ownership.

Field Specific Restoration Plans

Plan 1

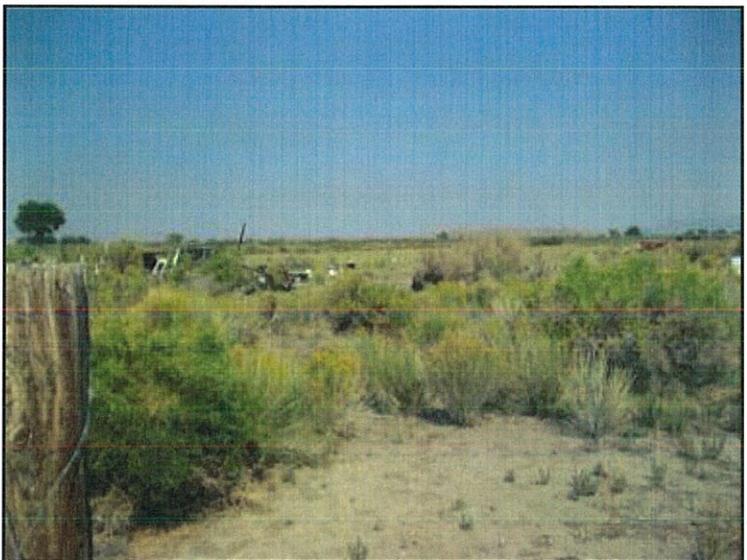
Plan 1 applies to Joggles Fields 3-5 (Appendix A-2). Active restoration for these fields is unnecessary because little disturbance has occurred; therefore, the restoration plan consists of monitoring for undesirable conditions during the next three to four years.

Joggles Field 3 was in production at some point in the past; however, the field is primarily covered with pasture grasses and white clover. Joggles Field 4 appears to be in a natural state and only used for livestock grazing of native vegetation. It appears Joggles Field 5 was never in production. Should conditions in these areas begin to deteriorate, MVCD will develop and implement a restoration plan similar to the Plans 2-4 described below.

Photos on the right are of Joggles Field 3 (top), Joggles Field 4 (middle) and Joggles Field 5 (bottom).

Plan 2

Plan 2 specifically applies to Weir Field 2 and Joggles Field 2 (Appendix A-2) which were previously in agricultural

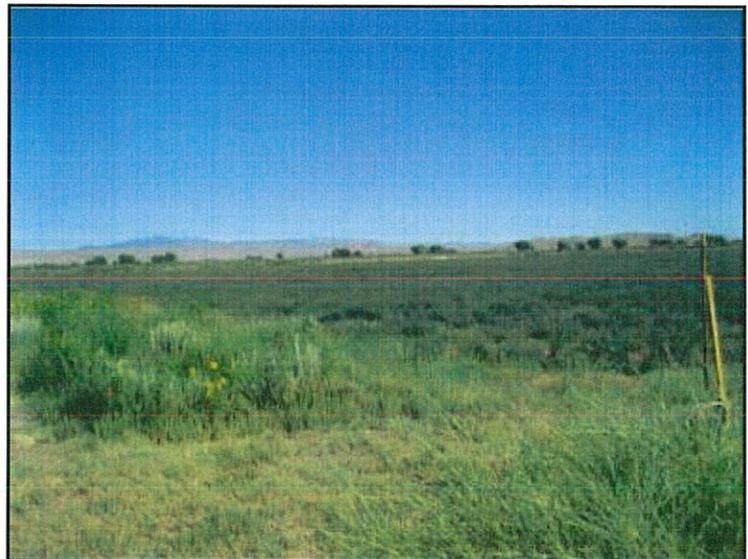
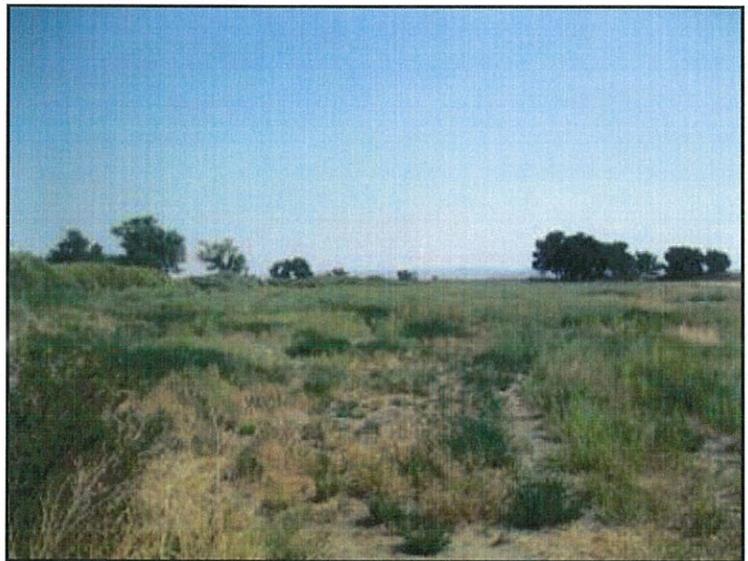
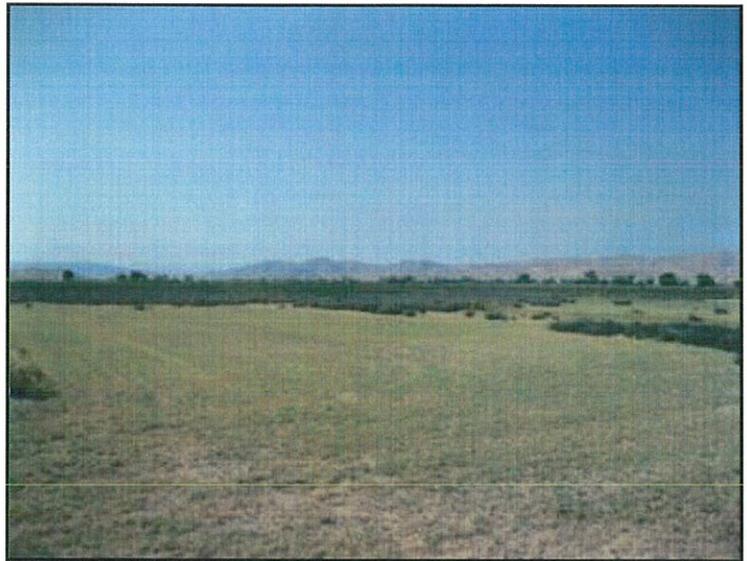


production; however, appear to be revegetating naturally. MVCD is observing sweet clover and grass replacing alfalfa in Weir Field 1 and salt grass in Joggles Field 2. Both fields are within close proximity to native seed sources capable of establishing desirable species to minimize weeds and dust as well as provide adequate wildlife habitat. MVCD will continue to monitor these areas for undesirable conditions and will begin active restoration tasks should the need arise. Such tasks could include but are not limited to biomass removal, seeding of grasses or shrubs, shrub plug plantings and noxious weed treatment.

Photos on the right are of Joggles Field 2 (top), Weir Field 2 (middle) and South Aguiar Field 1 (bottom)

Plan 3

Plan 3 applies to Joggles Field 1 and South Aguiar Fields 1, 3 and 4 (Appendix A-2). During the fall and winter of 2012, these fields will be grazed by cattle to reduce biomass as well as reduce resource competition between alfalfa and species to be seeded in the spring or fall of 2013. MVCD has demonstrated native and drought tolerate grass species establish well when planted in the spring if provided with irrigation. These fields have not been irrigated in several years; therefore, the irrigation delivery system requires repair and general maintenance prior to any seeding or plug planting. Herbicides applications may need to be applied to areas dominated by alfalfa or other weeds;

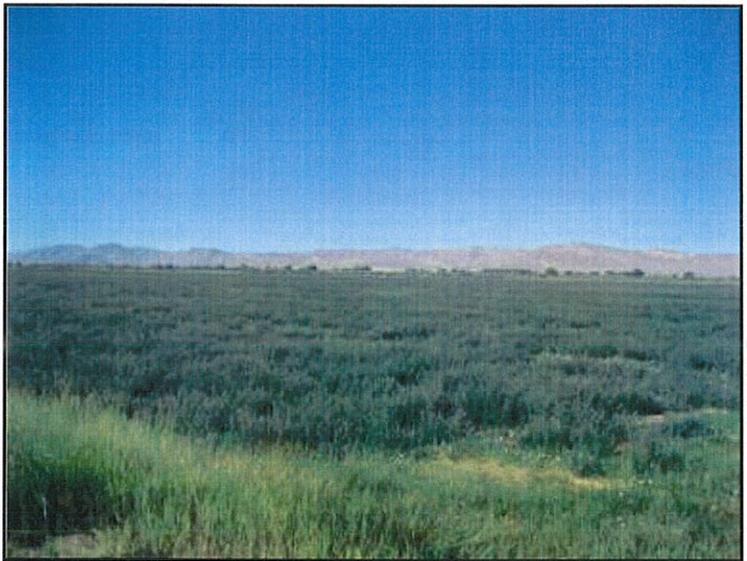


therefore, grasses may be seeded separately to shrubs as most herbicides will harm shrub seeds or seedlings. Any herbicide application will be made in strict accordance to label regulations and performed by licensed subcontractor applicators, MVCD staff or NDOW personnel. If needed, additional grass or shrub seeding attempts are scheduled for spring and fall 2014. Shrubs may also be established using plug plantings. Given the project scope and timeline, MVCD may eliminate shrub seeding from the restoration plans as techniques for establishing plugs improve.

Photos on the right are of South Aguiar Field 3 (top), South Aguiar Field 4 (middle) and South Aguiar Field 2 (bottom)

Plan 4

Plan 4 applies to South Aguiar Fields 2 and 5-8 (Appendix A-2) which are dominated by native and drought-tolerant grass species with some residual alfalfa beneficial for wildlife; however, lack of a diverse canopy cover reduces wildlife use of the approximate 251 acres. Plan 4 mimics Plan 3 restoration tasks and timing except Plan 4 excludes all grass seeding and reduces or possibly eliminates all shrub seeding activities depending on plug establishment and capability to deliver sufficient irrigation.





South Aguiar Field 5 top left, South Aguiar Field 6 top right, South Aguiar Field 7 bottom left, and South Aguiar Field 8 bottom right.

Species Selection

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 maybe altered based on actual site conditions, soil tests and availability of seed. Refer to Appendix C titled "Weed Control, Grazing Management, Planting Considerations and Value to Wildlife for Selected Revegetation Species" for additional information.

Species	Estimated lbs/acre	Live Material Spacing (ft)
Creeping or Beardless wildrye	2	0
Basin wildrye	0.5	0
Slender wheatgrass	1	0
Crested wheatgrass	2	0
Tall Wheatgrass	0.5	0
Big sagebrush	0.5	1-30 ft
Torrey Quailbush	0.5	5-10 ft
Fourwing saltbush	0.5	5-10 ft
Greasewood	0.5	5-10 ft
Silver Buffaloberry	0	6-10 ft
Willow	0	6-13 ft
Woods Rose	0	13 ft
Total	8	

Table 1 Grass and shrub species selection, seeding rates and spacing

Monitoring

Monitoring for seedling establishment as well as weed control efforts at the South Aguiar and Joggles parcels will occur throughout the revegetation process. MVCD will document all irrigation applications, herbicide treatments, dates of seeding and species selected.

Roles and Responsibilities

MVCD is responsible for generating, implementing, and monitoring revegetation efforts on the identified 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 a minimum of 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 parcels; including monitoring and post establishment irrigation, if needed. NFWF 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.

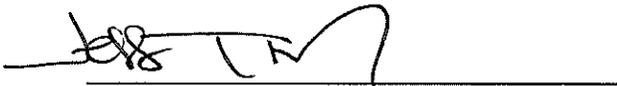
The following parties have reviewed and approved the revegetation plan for the South Aguiar (APN 014-321-013), Joggles (APN 014-241-035) & Weir (APN 014-401-018).

Nevada Department of Wildlife

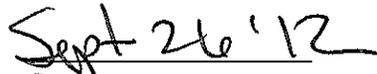
Date

Nevada Division of State Lands

Date



National Fish and Wildlife Foundation



Date

Mason Valley Conservation District

Date

The following parties have reviewed and approved the revegetation plan for the South Aguiar (APN 014-321-013), Joggles (APN 014-241-035) & Weir (APN 014-401-018).



Nevada Department of Wildlife

9/28/12
Date



Nevada Division of State Lands

10/4/12
Date

National Fish and Wildlife Foundation

Date



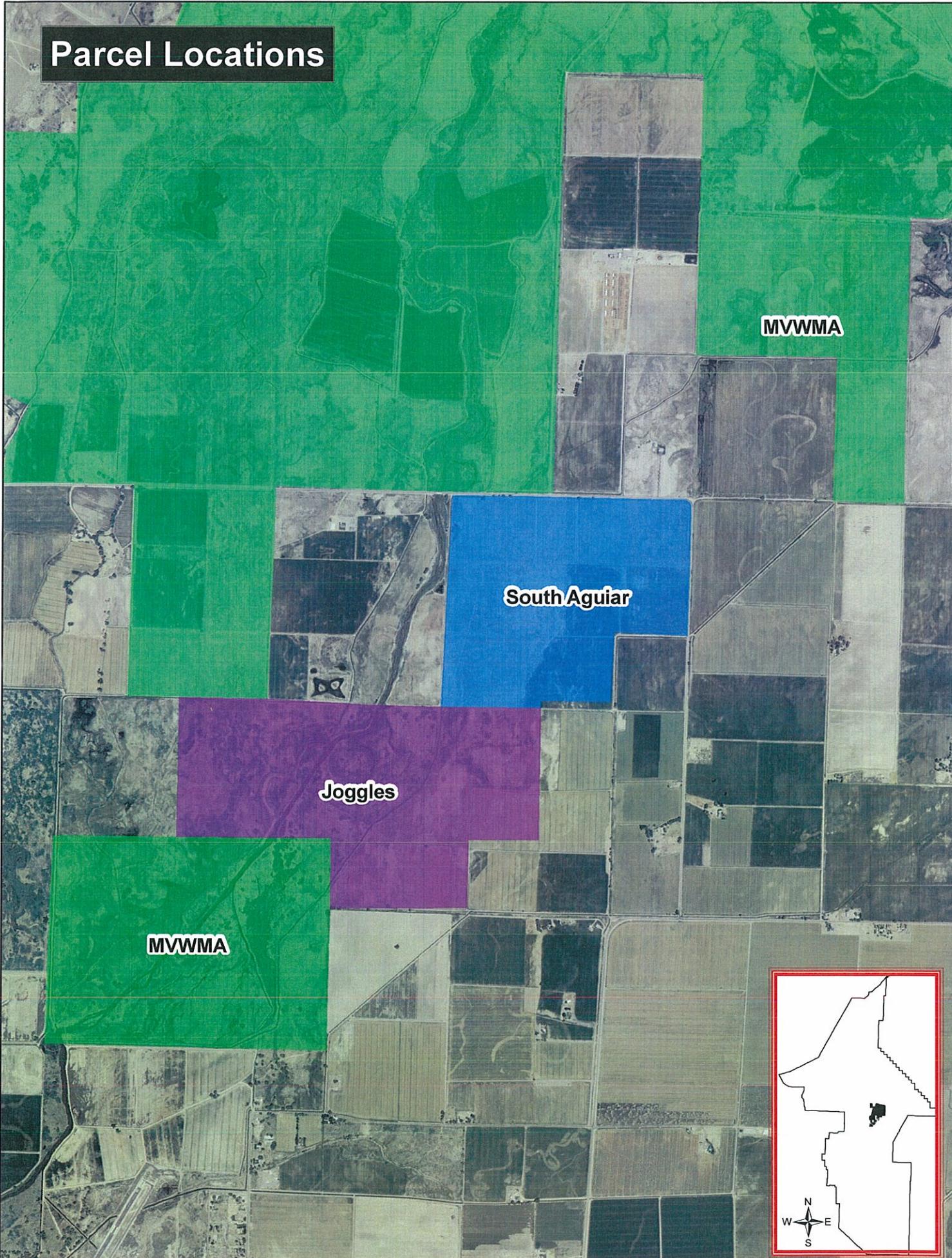
Mason Valley Conservation District

9/26/12
Date

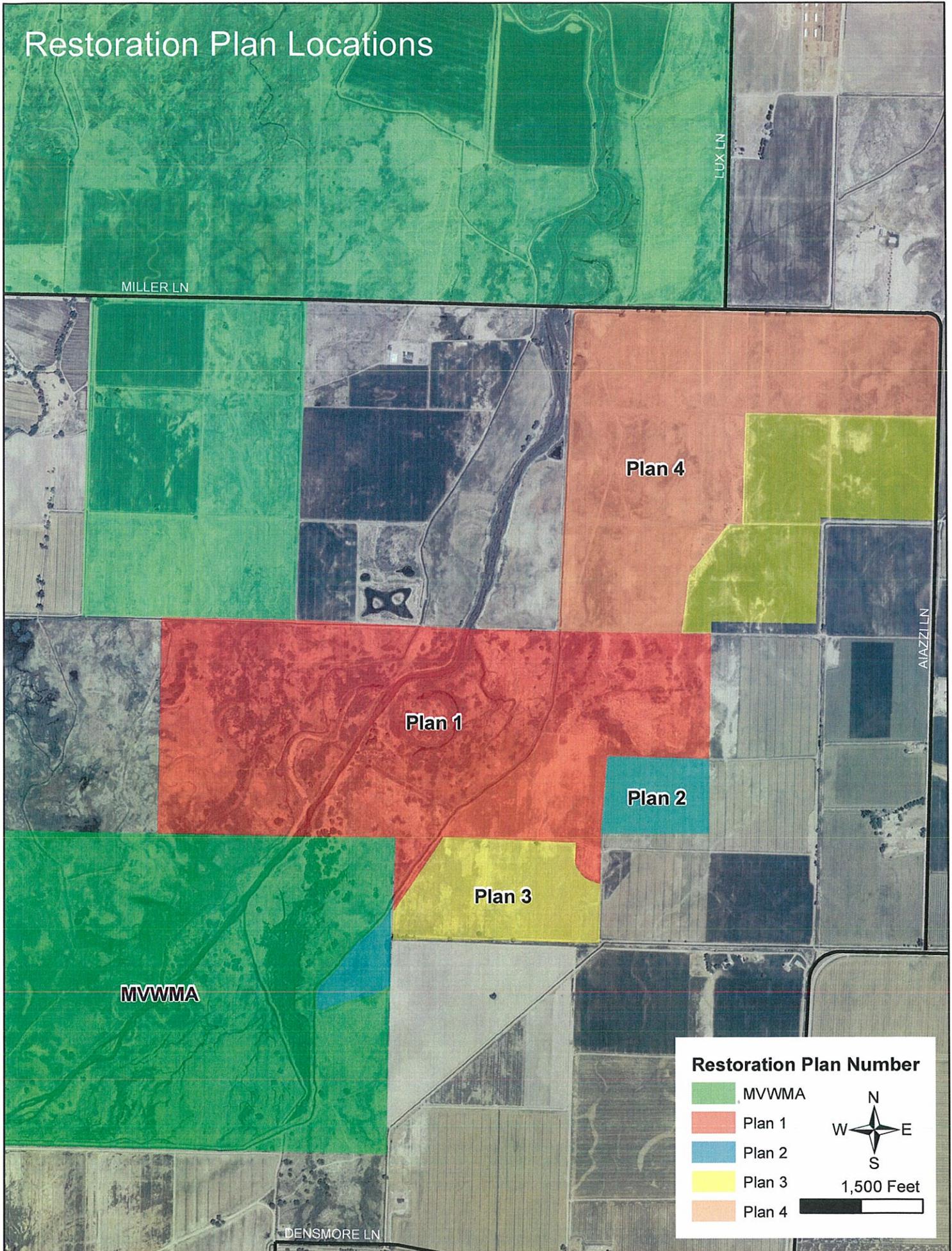
Appendix A

Maps

Parcel Locations



Restoration Plan Locations



Appendix B

Restoration Plans 1-4 Summary of Tasks and Associated Timeline

Appendix B. Restoration Plans 1-4 summary of tasks and associated timeline

Plan 1		Plan 2		Plan 3		Plan 4	
Fields Affected	Joggles 3-5	Weir 2 & Joggles 2	Joggles 1 & South Aguiar 1, 3 and 4	South Aguiar 2, 5-8			
Fall 2012	Monitor for undesirable conditions and treat weeds as necessary	Monitor for undesirable conditions. If necessary, start active restoration activities (i.e. biomass removal, grass and shrub establishment)	Biomass removal	Monitor for undesirable conditions and treat weeds as necessary		Monitor for undesirable conditions and treat weeds as necessary	
Winter 2012			Seed with desirable species if appropriate				
Spring 2013	Monitor for undesirable conditions and treat weeds as necessary	Monitor for undesirable conditions and treat weeds as necessary	If needed: irrigation maintenance and delivery; biomass removal, seeding of grass and/or shrubs	If needed: biomass removal as needed for shrub seeding and plug plantings using furrows and/or islands		If needed: biomass removal as needed for shrub seeding and plug plantings using furrows and/or islands	
Summer 2013							
Fall 2013	Monitor for undesirable conditions and treat weeds as necessary	Monitor for undesirable conditions and treat weeds as necessary	If needed: irrigation maintenance and delivery; biomass removal as needed for possible shrub seeding and plug plantings using furrows and/or islands	Irrigation maintenance and delivery; biomass removal as needed for possible shrub seeding and plug plantings using furrows and/or islands		Irrigation maintenance and delivery; biomass removal as needed for possible shrub seeding and plug plantings using furrows and/or islands	
Winter 2013							
Spring 2014	Monitor for undesirable conditions and treat weeds as necessary	Monitor for undesirable conditions and treat weeds as necessary	Weed control as needed	Weed control as needed		Weed control as needed	
Summer 2014							
Fall 2014	Monitor for undesirable conditions and treat weeds as necessary	Monitor for undesirable conditions and treat weeds as necessary	Monitor for undesirable conditions and treat weeds as necessary	Monitor for undesirable conditions and treat weeds as necessary		Monitor for undesirable conditions and treat weeds as necessary	
Winter 2014							
Spring 2015	Monitor for undesirable conditions and treat weeds as necessary	Monitor for undesirable conditions and treat weeds as necessary		Monitor for undesirable conditions and treat weeds as necessary		Monitor for undesirable conditions and treat weeds as necessary	
Summer 2015							
Fall 2015	Monitor for undesirable conditions and treat weeds as necessary	Monitor for undesirable conditions and treat weeds as necessary		Monitor for undesirable conditions and treat weeds as necessary		Monitor for undesirable conditions and treat weeds as necessary	
Winter 2015							
Spring 2016	Monitor for undesirable conditions and treat weeds as necessary	Monitor for undesirable conditions and treat weeds as necessary		Monitor for undesirable conditions and treat weeds as necessary		Monitor for undesirable conditions and treat weeds as necessary	
Summer 2016							

*Noxious weeds monitoring and treatment will be ongoing throughout the entire process.

**Techniques for biomass removal will be grazing, harvesting, fire, discing, etc. Technique selected will be based on composition and quality of biomass, timing, availability.

***All seeding and plug planting efforts are conditional on site conditions and availability of water, seeds, plugs, etc.

Appendix C

**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 Telar (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 4-6 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 affect 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

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		Sliver 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

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298
Phone: (775) 684-0222 | www.budget.nv.gov | Fax: (775) 684-0260

Date: October 19, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Sherri Barkdull, Budget Analyst IV *SB*
Budget 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 BUSINESS AND INDUSTRY,
DIVISION OF INDUSTRIAL RELATIONS

Agenda Item Write-up:

New Vehicle Request: Pursuant to NRS 334.010 the Department of Business and Industry, Division of Industrial Relations, requests approval to purchase one vehicle in FY 2013.

Additional Information:

The department seeks approval to purchase one new vehicle that will be used to perform safety and health inspections along with accident investigations for all active mines located throughout the State of Nevada. The vehicle purchase was Legislatively approved in the 2011-13 Biennium's budget for purchase during FY 2013.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: YH
ACTION ITEM: _____

**Board of Examiners Request for Approval to Purchase a
State Vehicle Pursuant to NRS 334.010**

Agency Name: B&I, DIR, MSATS	Budget Account #: 4686
Contact Name: Jeff Bixler or Sean Heenan	Telephone Number: 775-684-7085
<p>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:</p> <p>Number of vehicles requested: <u>1</u> Amount of the request: <u>31,216.00</u></p> <p>Is the requested vehicle(s) new or used: <u>New</u></p> <p>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: Purchase to include Pick up Truck and Camper Shell</p> <p>Mission of the requested vehicle(s): MSATS performs safety and health inspections along with accident investigations for all active mines located in the State of Nevada</p>	
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> <u>1</u> 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 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: 2005 Dodge Ram Odometer Reading: 101,018 Type of Vehicle: Pick up truck and camper shell <hr/> Vehicle #2 Model Year: Odometer Reading: Type of Vehicle: <i>Please attach an additional sheet if necessary</i>	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. Yes <hr/> If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
APPOINTING AUTHORITY APPROVAL: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  <hr/> Agency Appointing Authority </div> <div style="text-align: center;"> <hr/> DIR ADMINISTRATOR Title </div> <div style="text-align: center;"> <hr/> 10/15/12 Date </div> </div>	
BOARD OF EXAMINERS APPROVAL: <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <hr/> Board of Examiners </div> <div style="width: 45%;"> <hr/> Date </div> </div>	

RECEIVED
OCT 18 2012
DIE. A.S.U.
RECEIVED
OCT 18 2012
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298
Phone: (775) 684-0222 | www.budget.nv.gov | Fax: (775) 684-0260

Date: Wednesday, September 12, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Cathy Gregg, Budget Analyst
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.

Agenda Item Write-up:

Pursuant to NRS 217.117, Section 3, the Board may review the case and 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.

Thomas Shea

The issue before the Board is the denial of a Motion for Reconsideration filed by Mr. Shea. Dental treatment was not addressed during a hearing with an Appeals Officer. The Appeals Officer issued an order inviting the parties to submit written arguments. None were submitted, and a dismissal was rendered. Mr. Shea did not appeal.

Mr. Shea filed a "Motion for Reconsideration" for dental treatment after the appeal deadline passed, and that motion was subsequently denied.

During the Board of Examiners' August meeting, this issue was not resolved. Mr. Shea's claim was closed for harassment and that became the focus of the meeting. The claim closure was rescinded and Mr. Shea's claim currently remains open for counseling benefits.

What remains before the Board is the Appeals Officer's denial of the Motion for Reconsideration due to his failure to timely appeal the previous denial of his dental care request.

Additional Information:

The matter before the Board is the Appeals Officer's denial of Mr. Shea's Motion for Reconsideration for her prior denial of his appeal. Mr. Shea was provided an opportunity to establish his dental claim before the Appeals Officer. He did not do this. When the Appeals Officer dismissed his appeal for the dental care denial he did not appeal. After the appeal deadline expired he filed a "Motion for Reconsideration." The Appeals Officer denied this. The VOCP requests the Board deny Mr. Shea's appeal.

Statutory Authority:

NRS 217.117, Section 3.

REVIEWED: <u>SB</u>
ACTION ITEM: _____



DEPARTMENT OF ADMINISTRATION

RECEIVED

SEP 11 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

VICTIMS OF CRIME

2200 S. Rancho Dr., #130

Las Vegas, Nevada 89102

Fax (702) 486-2825

(702) 486-2740

September 4, 2012

To: Jeff Mohlenkamp, Clerk, Board of Examiners

From: Rebecca Salazar, Program Manager

Re: Appeal of Thomas Shea
Claim No. 05-10001641-CC
12-10021049-LV

Summary

The issue before the Board is the denial of a Motion for Reconsideration filed by Mr. Shea. The motion concerns the denial of dental treatment that is unrelated to the crime. During a hearing before Appeals Officer Deborah Gallagher, the issue of dental treatment was not addressed. AO Gallagher issued an order inviting the parties to submit written arguments. None were submitted, and a dismissal was rendered. Mr. Shea did not appeal. Mr. Shea filed a "Motion for Reconsideration" after the appeal deadline had passed, and that motion was subsequently denied.

During the Board of Examiners' August meeting, this issue was not resolved. Mr. Shea's claim had been closed for harassment and that became the focus of the meeting. The claim closure has been rescinded and Mr. Shea's claim currently remains open for counseling benefits.

What remains before the Board is the Appeals Officer's denial of the Motion for Reconsideration due to his failure to timely appeal the previous denial of his dental care request.

Recommendation

The matter before the Board is the Appeals Officer's denial of Mr. Shea's Motion for Reconsideration of her prior denial of his appeal. Mr. Shea was provided an opportunity to establish his dental claim before the Appeals Officer. He did not do this. When the Appeals Officer dismissed his appeal of the dental care denial he did not appeal. After the appeal deadline expired he filed a "Motion for Reconsideration". The Appeals Officer denied this. The VOCP requests the Board deny Mr. Shea's appeal.

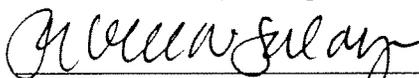
CERTIFICATE OF MAILING

The undersigned, an employee of the State of Nevada, Victim of Crime Program, does hereby certify that on the date shown below, a true and correct copy of the foregoing **BOE CASE SUMMARY** was duly mailed, postage prepaid to the following:

JEFF MOHLENKAMP, CLERK
BOARD OF EXAMINERS
209 E MUSSER RD RM 200
CARSON CITY, NV 89701

THOMAS SHEA
PO BOX 12662
RENO, NV 89501

Dated this 7th day of September, 2012



Employee of the State of Nevada

INDEX OF DOCUMENTS

1. SUMMARY
2. REQUEST FOR BOE APPEAL
3. ORDER OF AO GALLAGHER DATED JUNE 26, 2012
4. MOTION FOR RECONSIDERATION FILED BY MR. SHEA
5. CORRECTED ORDER OF DISMISSAL DATED APRIL 10, 2012
6. ORDER OF AO GALLGHER DATED FEBRUARY 16, 2012
7. ORDER OF AO DEBORAH GALLAGHER DATED JANUARY 25, 2012
8. DECISION OF AO GALLAGHER DATED JANUARY 25, 2012
9. TRANSCRIPT OF PROCEEDINGS
10. ORDER OF AO GALLAGHER DATED OCTOBER 11, 2011
11. CLAIMANT'S MOTION FOR SECOND CONTINUANCE OF HEARING
12. ORDER OF AO GALLAGHER DATED SEPTEMBER 14, 2011
13. CLAIMANT'S MOTION FOR CONTINUANCE OF HEARING
14. ORDER OF AO GALLAGHER DATED AUGUST 15, 2011
15. NOTICE OF HEARING
16. REQUEST FOR APPEAL
17. DENIAL OF DENTAL WORK TO ROLLING HILLS DENTAL
18. DECISION AND ORDER OF HEARING OFFICER AMODEI
19. NOTICE OF HEARING
20. REQUEST FOR HEARING
21. LETTER REGARDING DENTAL NEEDS FROM ROLLING HILLS DENTAL

22. DETERMINATION OF THE COMPENSATION OFFICER
23. DECISION AND ORDER OF HEARING OFFICER AMODEI
24. NOTICE OF HEARING
25. REQUEST FOR HEARING
26. DETERMINATION OF THE COMPENSATION OFFICER
27. REQUEST FOR PRE-AUTHORIZATION FOR PAYMENT FOR DENTAL CARE

RECEIVED

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE CLERK
BUDGET AND FINANCIALS DIVISION

1 NAME: THOMAS GREGORY SHEA
2 ADDRESS: PO Box 12662
3 RENO NV 89510
4 PHONE: (775) 232-1106

6 IN THE MATTER OF THE (CONTESTED)
7 INDUSTRIAL INSURANCE CLAIM OF
9 THOMAS SHEA,
10 CLAIMANT

CLAIM No: 005-10001641-CC
HEARING No: 35637-SA
APPEAL No: 36297-DSG

REQUEST FOR APPEAL.

14 NOW RESPECTFULLY COMES BEFORE THE STATE BOARD OF MEDICAL EXAMINERS
15 PURSUANT TO NRS 217.117 IS CLAIMANT THOMAS SHEA APPEALING DISMISSAL OF
16 ORDERS OF ABANDONED DETERMINATION.

17 ON JUNE 20, 2012 CLAIMANT WAS PRESENT AT THE DEPT. OF ADMINISTRATION
18 HEARINGS DIVISION APPEALS OFFICE TO FIND THAT SEVERAL REQUEST FROM HEARINGS
19 OFFICER DEBORAH GALLAGHERS FILE HAD BEEN SENT TO CLAIMANTS ATTORNEY
20 GARY PARELE ESQ. CLAIMANT THOMAS SHEA WAS NEVER INFORMED OF THESE
21 REQUEST. FURTHERMORE THE CLAIMANTS EX-FIANCÉ HAD INTIMATE RELATIONS WITH
22 CLAIMANTS COUNSEL (GARY PARELE) AS THE CLAIMANTS EX-FIANCÉ PROVIDED THE
23 CLAIMANTS COUNSEL WITH CASH MONEY A PROPERTY TO CLERK THROUGH THE
24 INDUSTRIAL INSURANCE CLAIM AND THROUGH THE DUE DILIGENCE BY GARY PARELE
25 IS NOW EXISTANT A CLAIMANT IS PURSUING CIVIL, & CRIMINAL CHARGES,
26 WITH UNREFUTABLE EVIDENCE.

27 AT THIS TIME CLAIMANT RESPECTFULLY REQUESTS TO BE HEARD ON APPEAL

THOMAS SHEA
PO Box 12662
RENO NV 89510

[Signature] 6/25/12

7
8

VAPDC

NEVADA DEPARTMENT OF ADMINISTRATION
BEFORE THE APPEALS OFFICER

1050 E. WILLIAM, SUITE 450
CARSON CITY, NV 89701

FILED

JUN 26 2012

DEPT. OF ADMINISTRATION
APPEALS OFFICER

6 In the Matter of the Contested
7 Industrial Insurance Claim of:

9 THOMAS SHEA,

10 Claimant.

Claim No: 005-10001641-CC

Hearing No: 35637-SA

Appeal No: 36297-DSG

ORDER

13 A Motion for Reconsideration has been filed, on June 20, 2012, in
14 regards to a Decision in this matter issued on April 10, 2012.

15 The Appeals Officer no longer holds jurisdiction over this matter.
16 Pursuant to NRS 217.117, appeal had to have been taken within fifteen days of April
17 10, 2012.

18 The Motion for Reconsideration must, therefore, be denied.

19 **IT IS SO ORDERED.**

22 _____
23 DEBORAH S GALLAGHER
24 APPEALS OFFICER

25 NOTICE: Pursuant to NRS 217.117, should any party desire to appeal this final
26 determination of the Appeals Officer, a written request for an appeal must be filed
27 with the State Board of Examiners, 209 East Musser, #200, Carson City NV 89710,
28 within fifteen (15) days of the date of this decision.

RECEIVED

JUN 28 2012

CCM

CERTIFICATE OF MAILING

The undersigned, an employee of the State of Nevada, Department of Administration, Hearings Division, does hereby certify that on the date shown below, a true and correct copy of the foregoing ORDER was duly mailed, postage prepaid OR placed in the appropriate addressee runner file at the Department of Administration, Hearings Division, 1050 E. Williams Street, Carson City, Nevada, to the following:

THOMAS SHEA
PO BOX 12662
RENO NV 89501

BUILDING I SUITE 205
GEORGE CROWN
VICTIMS OF CRIME PROGRAM
4600 KIETZKE LANE
RENO, NV 89502

Dated this 26 day of June, 2012.

Tasha Eaton
Tasha Eaton, Supervising Legal Secretary
Employee of the State of Nevada

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NEVADA DEPARTMENT OF ADMINISTRATION
BEFORE THE APPEALS OFFICER JUN 20 PM 2:51

1050 E. WILLIAM, SUITE 450
CARSON CITY, NV 89701

RECEIVED
AND
FILED

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

In the Matter of the Contested
Industrial Insurance Claim of:

THOMAS SHEA,

Claimant.

Claim No: 005-10001641-CC

Hearing No: 35637-SA

Appeal No: 36297-DSG

MOTION FOR RECONSIDERATION

Now respectfully comes before you, for
A MOTION FOR RECONSIDERATION IN ANY
JUDGEMENTS MADE WHILE I WAS A CLAIMANT
BEING REPRESENTED BY GARY PAKELE ESQ.

During our last hearing it was concluded
that claimant was disabled, & unable to
work for the 52 weeks, thus awarding
claimant "lost wages".

And at this time, the claimant's
counsel, GARY PAKELE ESQ STRESSED HOW
TO TAKE WHAT I WAS GIVEN & NOT TO
PERSE THE NRS. 217.260 STATUTE
ALLOCATING ADDITIONAL FUNDS IN AN
ATTEMPT TO RIGHT THE CLAIMANT TO
HIS PRIOR SELF BEFORE VICTIMIZATION

10
8

1 OCCURED. THE WAY IN WHICH GARY PAKELE
2 FLAT OUT DENIED ANY FURTHER PARTICIPATION
3 WAS ODD. YET I HAVE JUST NOW READ
4 THROUGH MY FILE & THE RECIENTLY ADDED
5 HEARINGS OF ORDERS FROM THE COURTS.

6 PER SECTION 1983 THIS IS A CLEAR
7 DEPRIVATION OF MY PROCEDURAL DUE PROCESS.
8 AND THIS IS JUST THE START OF ATTORNEY
9 CLIENT CONFIDENTIALITY, SHATTERED.

10 THE COURTS SIMPLY ASKED FOR CLAIMANT
11 & COUNSEL TO RETURN UPON MOTION TO
12 SHOW PHYSICIANS AT Z HOSPITALS DEEMING
13 CLAIMANT DISABLED AFTER CRIME TO PRESENT.

14 CLAIMANT WAS FORCED TO DISCHARGE
15 GARY PAKELE ESQ DUE TO BREACH OF DUTY
16 FAR BEYOND IMAGINATION. GARY PAKELE ESQ
17 WAS PERSONALLY, & WITH ILL INTENTIONS
18 INVOLVED WITH A FRAUDULANT SCHEME SHOWING
19 NEGLIGENCE UNCOMPREHENDIBLE. AT THE TIME
20 OF OUR LAST HEARING, GARY PAKELE ESQ
21 WAS IN RELATIONS, TO ACQUIRE FUNDS,
22 BY MY EX-FIENÉ TO TERMINATE ANY SUCCESS
23 IN ACQUIRING RELIEF PROPERLY SOUGHT IN
24 217 Z60 FOR SEVERITY OF CRIME. AT THIS
25 TIME GARY PAKELE KNOWINGLY & DIRECTLY
26 SABOTAGED MY CLAIM. SECTION 10(b) RULE
27 10b-5.

28 I HAVE NO OTHER CHOICE BUT TO EXPOSE

1 PAKELE OF HIS SECURITIES FRAUD ACTIONS OF
2 1933 & 1934 ACTS.

3 GARY PAKELE ESQ HAD A VERY CONTINUED
4 INTIMATE RELATIONS WITH MY EX-FIANCÉ
5 DANA-VOGEL, & CASSANDRA ALLAN TO
6 MAKE HIM SWAY EVERY POSSIBLE DUTY TO
7 HAVE ME "DIE ON THE STREETS", WHILE
8 GAINING MONEY THROUGH CUT SOURCED
9 VENTURES. GARY PAKELE & HIS ACTIONS
10 DIRECTLY CAUSED CLAIMANT TO REQUIRE
11 ADDITIONAL PHYSICAL TREATMENT ON
12 KNEE'S SOLEY FROM NO-SHOW MEETING
13 APPOINTMENTS LEAVING CLAIMANT TO WALK
14 SEVERAL MILES. CLAIMANT ASSERTS COUNSEL
15 TO HAVE KNOWN PRINCIPAL POINTS IN
16 MOTIONING DISABILITY DOCUMENTS & DENIAL
17 FOR RECONSIDERATION. HE IS THE PRIMARY
18 REASON, & VIOLATOR UNDER CONSTITUTIONAL LAW.
19 GARY PAKELE HAD OPEN RELATIONS WITH
20 CLAIMANT'S EX-FIANCÉ, ACCEPTED REAL
21 PAYMENT BY BRIBE TO COMPLICATE EVERY
22 IMAGINABLE CONCEPT. WITH THAT & ATTACHED
23 PERMANENT DISABILITY CONFIRMATION I WISH
24 TO BE HEARD FOR RECONSIDERATION IN FRONT
25 OF A JUDGE FAMILIAR WITH THIS CASE.
26 I HONESTLY DON'T KNOW WHO TO TRUST
27 ANYMORE CONCERNING.

28

1 AS ATTACHED EXHIBITS WILL INDICATE, EVEN
2 AFTER DANA VOHSEL WAS SEEN LEAVING
3 THE SCENE OF MY HOME, AFTER BEING
4 VICTIMIZED BY WAY OF ROBBERY, THE
5 BLATANT AUDACITY OF GARY PAKELE TO
6 ACCEPT SUCH AN OFFERING, NOT TO MENTION
7 RELATIONS LEAVES THE CLAIMANT NEEDING
8 SECURITY WITHIN OUR CONSTITUTIONAL
9 SYSTEM. RELIEF SAUGHT INCLUDES THE
10 ADDITIONAL \$50,000⁰⁰ PER 217 260, SINCE
11 LOST WAGES WERE MAJORLY CUT BY STATUTES
12 & POSSIBLY A FINANCE ACCOUNTANT WHO
13 WAS RECENTLY RELIEVED FROM HER NEVADA
14 STATE ACCOUNTING POSITION, WHOM ALSO
15 DIRECTLY CONVERSES WITH PAKELE. CLAIMANT
16 ALSO SEEKS RELIEF SAUGHT WITH DENTAL.
17

18
19 THANK YOU

20
21 THOMAS SHEA
22 PO BOX 12662
23 RENO N.V. 89510
24 (775) 232-1106
25
26
27
28

6/24/2012

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT _____

6 PAGES CONFIRMED
MEDICAL DIAGNOSES

EXHIBIT _____

MEDICAL ASSESSMENT APPOINTMENT - CONTRACTED PROVIDER

DISTRICT NAME AND ADDRESS:

007 SOUTH SPECIAL
17600B SANTA FE AVE
RANCHO DOMINGUEZ CA 90221

DATE:
CASE NAME:
CASE / FILE NUMBER:
WORKER NAME:
WORKER PHONE:
QR CYCLE NUMBER:

09/08/2011
THOMAS G SHEA
BOSVN90 / IN86
Samuel Gamino-Salcedo
(310) 761-2408
01

CALL @ 9:00 AM

MAIL BACK TO ADDRESS:

007 SOUTH SPECIAL
17600B SANTA FE AVE
RANCHO DOMINGUEZ CA 90221

THOMAS G SHEA
128 PALOS VERDES BLVD APT 1
REDONDO BEACH CA 90277-5813

DISABILITY PROOF PRESENT

IMPORTANT INFORMATION ABOUT AN APPOINTMENT FOR DISABILITY ASSESSMENT

The following disability assessment appointment has been scheduled for **THOMAS G SHEA** with the Department of Public Social Services contracted medical provider.

September 20, 2011

02:00 PM

GR Medical - South Special
1112 N Santa Fe Ave St. John's Well CFC
Compton CA 90221

Date

Time

Provider

It is important that you keep this appointment. If you fail to keep this appointment and do not have a good reason, your General Relief (GR) grant will be stopped. If you re-apply for GR, you will be considered able to work until you get an acceptable medical statement excusing you from work.

INSTRUCTIONS TO PHYSICIAN: Please ensure the patient reads the statement below, signs and dates the form. Complete the reverse side of this form and follow the existing contract instructions for transmitting this medical information to DPSS.

AUTHORIZATION TO RELEASE INFORMATION

I give permission to the medical Contractor to release information from my medical records to DPSS for the following reasons:

- For use in determining my eligibility to GR.
- For input to an electronic index accessible by DPSS and contracted providers.
- For inclusion with any Supplemental Security Income (SSI) application made on my behalf.

Patient's Signature

Date

ASSESSMENT DATE: 9/29/11

- EMPLOYABLE - Able to work without restrictions
- EMPLOYABLE WITH ACCOMMODATIONS - Able to work with accommodations
- UNEMPLOYABLE WITH ACCOMMODATIONS
- PERMANENTLY DISABLED

Is applicant/participant potentially SSI eligible? Yes No
Does the applicant/participant wish to volunteer for GROW Yes No

COMPLETE THE FOLLOWING DIAGNOSIS CHART:

CODE	SYSTEM	BRIEF DIAGNOSIS: Please print up to 40 characters
01	Musculoskeletal	
02	Special Senses & Speech	
03	Respiratory	
04	Cardiovascular	
05	Digestive	
06	Genito-Urinary	
07	Hemi & Lymphatic	
08	Skin	
09	Endocrine	
10	Multiple Body	
11	Neurological	
12	Mental Disorders	
13	Neoplastic Diseases, Malignant	
14	Other	

I declare, under penalty of perjury, that the above disability assessment is true to the best of my knowledge.

Physician's Signature

[Signature]
1112 Serrano Rd
Campbell, CA 90227

Physician's Name (Print) / License #

DAVID GIBSON PA-14303
635-0050
(310) 635-0050
Telephone #

Date

9/29/11

116

VAPPL 05-1641-CC

For Board use only

Claim No. 03-24492 CC

Date: 5-21-03

2003 AUG 21 11:13

Return to:

STATE OF NEVADA
VICTIMS OF CRIME PROGRAM
4600 Kietzke Lane, Bldg I-205
Reno, NV 89502
(775) 688-2900 FAX (775) 688-2912

PT# 5300094082
C
2

RECEIVED

AUG 09 2011

CCSI

ELIGIBILITY CHECKLIST

Victim's Name Thomas Shea

Applicant's Name Thomas Shea

Answers to the following questions will help determine eligibility for Nevada's Victims of Crime Program.

- yes [] no 1. Was victim physically injured or killed as a result of the crime or a victim of sexual abuse?
- yes [] no 2. Did the personal injury or death of the victim occur within the last 12 months?
- yes [] no 3. Was the victim a resident of the State of Nevada at the time of the incident?
- [] yes no 4. Did the injury or death occur as a result of the operation of a vehicle, boat or airplane accident?
- [] yes [] no 5. Was the vehicle, boat, or airplane used as a weapon in a deliberate attempt to harm the victim?
- [] yes no 6. Did the accident occur as the result of the offender driving while under the influence of a controlled substance?

NOTE: Nevada law provides that unless there is a physical injury or death as the result of the crime, compensation may not be awarded unless the victim is a minor involved in the production of pornography or is the victim of sexual abuse.

Minor victims of sexual assault have until age 21 to file an application.

PLEASE NOTIFY THIS OFFICE IF YOU CHANGE YOUR ADDRESS

17
15



NEVADA
RETINA
ASSOCIATES

JARL C. NIELSEN, M.D., F.A.C.S.
STEVEN M. FRIEDLANDER, M.D., F.A.C.S.
HARDEEP S. DHINDSA, M.D.

RECEIVED

AUG 09 2011

CCSI

VMRPT
eye
05-1641-CC

March 20, 2003

William J. Durant, MD
950 Ryland Street
eno, NV 89502

DISABILITY PROOF
PAST

Re: SHEA, Thomas
Date of Birth: 11/06/78
Date of Examination: 03/20/03

Dear Dr. Durant:

Thank you for allowing us to participate in the care of this 24-year-old male in whom you had repaired an open globe on Monday. As per our telephone discussion, he had a 180 degree scleral laceration that was repaired. The patient states that he was at a bar five days ago when somebody threw either a beer bottle or a piece of glass at his right eye. He does not know who his assailant was. He did not have any loss of consciousness, but did have immediate loss of vision in the right eye. He also sustained several facial lacerations.

SUMMARY:

PAST OCULAR HISTORY: None.

CURRENT OCULAR MEDICATIONS: Atropine drops b.i.d. OD., Polytrim drops OD q.i.d.

PAST MEDICAL HISTORY: None.

PAST SURGICAL HISTORY: None.

MEDICATIONS: Tylenol #3 p.r.n.

VISUAL ACUITY. Visual acuity without correction in the right eye is light perception with no projection. The left eye without correction is 20/20 -1.

18
1/6

William J. Durant, MD
March 20, 2003
Page 2

Re: SHEA, Thomas

VISUAL FIELD TESTING: Full to confrontation in the left eye.

OCULAR MOTILITY: Full in the left eye. The right eye is difficult to assess due to the lid edema.

APPLANATION PRESSURE: The patient is uncooperative with applanation, however the pressure seems low by digital estimation. The pressure in the left eye is 11.

PUPILLARY EXAMINATION: By reverse testing, the patient has a 3 to 4+ APD of the right eye.

EXTERNAL EXAMINATION: There is a well closed laceration on the lower right side of his face. There is another well closed laceration on the upper side of his face that extends into the upper lid margin. There is 3+ edema of the right upper lid and 2+ edema of the right lower lid.

SLIT LAMP EXAMINATION: The right eye reveals 4+ conjunctival chemosis. The conjunctiva actually covers much of the cornea. The cornea is without an epithelial defect. There is 3 to 4+ layering of red blood cells on the epithelial surface. The anterior chamber appears excessively deep and there are 3 to 4+ red blood cells with a small inferior hyphema. There is no lens definitely visible. The left eye reveals the cornea to be clear. The anterior chamber is deep and quiet. The iris is normal. The lens is clear.

FUNDUS EXAMINATION - OD: No view due to anterior chamber and vitreous hemorrhage.

FUNDUS EXAMINATION - OS: The optic nerve appears healthy with a cup/disc ratio of 0.3. The vessels are normal. The peripheral examination is normal. The macula is normal.

ULTRASONOGRAPHY: In the right eye the patient has dense vitreous hemorrhage with an incomplete posterior vitreous detachment. There may be a tractional detachment inferiorly, however there is no rhegmatogenous detachment.

IMPRESSIONS:

- 1) Status post repair of scleral laceration after penetrating trauma.
- 2) Anterior chamber hyphema and traumatic iritis.
- 3) Probable traumatic neuropathy given the presence of a large APD.
- 4) Vitreous hemorrhage.
- 5) Possible tractional retinal detachment.

RECOMMENDATIONS: Follow-up in five days.

19
✓

William J. Durant, MD
March 20, 2003
Page 3

Re: SHEA, Thomas

DISCUSSION: I discussed these findings with the patient and his father. I informed them that at this point the visual prognosis appeared extremely low with any repeat surgery given the presence of the dense afferent pupillary defect. I suspect that he may have a traumatic optic neuropathy. In addition he may have a tractional detachment inferiorly. I would like to reassess him in five days and at that point make a final determination as to whether or not it is worth it to do a vitrectomy and possible retinal detachment repair versus enucleation to prevent the risk of sympathetic ophthalmia. The risk of sympathetic ophthalmia were spelled out to the patient and his father. I understand that they will be seeing you on Monday and we will see him the day after.

Thank you once again for the opportunity to participate in the care of this patient. Should you have any questions, please feel free to contact me.

Best regards,



HARDEEP S. DHINDSA, MD

HSD/db

20
✓

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT _____

11 PAGES SHOWING; THE
ONE CD LEFT BY MIRACLE
TO SOLIDIFY EXTREME HACKING
BY & DIRECTLY INVOLVED
TO _____ ALL CONFIDENTIALITY,
NEGLIGENTLY VIOLATED BY
COUNSEL & PARTY.

EXHIBIT _____

RESTRAINING ORDERS FILED
& CIVIL SUIT TO BE FILED

FSV/MTreePin - Corporate Services Account Details - View Mode SALLY MEINTS logged in

CORPORATE TOOLS : CUSTOMER SERVICE | SELECT ACCOUNT LOG OUT

Post 2 searches:
 (1) 4307310203591925 THOMAS SHEA (\$21.19)
 (2) 4307310203591925 THOMAS SHEA \$27.25

Card Finder - Quick Search Popup Window
 Using Customer ID [] Find Clear
 (Input Customer ID or Card Number)

ACCOUNT MANAGEMENT | ACCOUNT TRANSFERS | CARD REPLACEMENT FEE | ACCOUNT DOWNGRADES | CARD REISSUE - NO FEE

Account Details | view information | edit card | account activity | account balance | message (1) (2)

Individual Account Details - SHEA, THOMAS
 Card Number: 4307310203591925
 Customer ID: 64763206

Balance: \$27.25
 100 Transactions: view
 screen made a view
 edit card

Warning - the status of this card is Inactive

Cardholder Info Card Information 100 Transactions

THOMAS SHEA
 Card Number: 4307310203591925
 Customer ID: 64763206

100 Most Recent Transactions

Balance \$27.25

AMOUNTS IN US DOLLARS -- DATE/TIMES ARE CENTRAL TIME US & CANADA (HOUSTON, TX)

Detailed Account Activity view

Trans ID	Date	Time	Base Amount	Fee	Total Amount	Running Balance	Tran Code	Transaction Description	Reference Information
2325310822	04-MAY-2012	09:21:05 AM	\$0.00	(\$1.00)	(\$1.00)	\$27.25	1105	POS Purchase	Unpaid fee from [POS Purchase Advice (Settlement)] transaction [Full Amt = 1.00] from sequence 2292532632
2325310821	04-MAY-2012	09:21:05 AM	\$0.00	(\$1.00)	(\$1.00)	\$28.25	1105	POS Purchase	Unpaid fee from [POS Purchase Advice (Settlement)] transaction [Full Amt = 1.00] from sequence 2292532580
2325310819	04-MAY-2012	09:21:04 AM	\$0.00	(\$1.00)	(\$1.00)	\$29.25	1105	POS Purchase	Unpaid fee from [POS Purchase Advice (Settlement)] transaction [Full Amt = 1.00] from sequence 2292532532
2325309938	04-MAY-2012	09:20:55 AM	\$0.00	(\$1.00)	(\$1.00)	\$30.25	1105	POS Purchase	Unpaid fee from [POS Purchase Advice (Settlement)] transaction [Full Amt = 1.00] from sequence 2290261620
2325309936	04-MAY-2012	09:20:55 AM	\$0.00	(\$1.00)	(\$1.00)	\$31.25	1105	POS Purchase	Unpaid fee from [POS Purchase Advice (Settlement)] transaction [Full Amt = 1.00] from sequence 2290261608
2325309788	04-MAY-2012	09:20:51 AM	\$0.00	(\$1.00)	(\$1.00)	\$32.25	4106	ATM Balance Inquiry - NSF	Unpaid fee from [ATM Balance Inquiry] transaction [Full Amt = 1.00] from sequence 2285034669
2325309785	04-MAY-2012	09:20:51 AM	\$0.00	(\$1.00)	(\$1.00)	\$33.25	4105	POS Purchase - NSF/Limit	Unpaid fee from [POS withdrawal] transaction [Full Amt = 1.00] from sequence 2285033822
2325307949	04-MAY-2012	09:19:51 AM	\$0.00	(\$0.74)	(\$0.74)	\$34.25	4105	POS Purchase - NSF/Limit	Unpaid fee from [POS withdrawal] transaction [Full Amt = 1.00] from sequence 2285033850
2324742537	04-MAY-2012	01:10:11 AM	\$34.99	\$0.00	\$34.99	\$34.99	1109	POS Credit	736656 CPONETHLP.COM CPONETHLP.COM 0018004813117 GB GB (1220 Credit Advice) (421961)
2295159097	12-APR-2012	10:32:25 AM	\$0.00	\$0.00	\$0.00	\$0.00	3263	FSV only -- Lost Card and Set Fraud Date	** IA LOST/STOLEN: Update Card Status and set the Lost Date from Active to Inactive [CALL]: Status changed from AC --> IA
2293492141	11-APR-2012	02:46:54 AM	\$0.00	\$0.00	\$0.00	\$0.00	1102	POS Pre-Authorization	Rejected: Amt=-126.00 AVS Fa led. code=N -- 000000020415900 CHEVRON 00204159 CHEVRON 00204159 RENO NV US
2292532632	10-APR-2012	11:41:59 AM	(\$4.49)	\$0.00	(\$4.49)	\$0.00	1105	POS Purchase (Domestic)	103271000089858 INT*INTELIUS CM INT*INTELIUS CM 888-445-2727 WA US (10 day hold) (426471)
2292532630	10-APR-2012	11:41:59 AM	\$4.49	\$0.00	\$4.49	\$4.49	1103	POS Reconciliation	Credit for pre-authorized amount. [103271000089858 INT*INTELIUS CM INT*INTELIUS CM 888-445-2727 WA US (10 day hold)] (426471)
2292532600	10-APR-2012	11:41:57 AM	(\$4.46)	\$0.00	(\$4.46)	\$0.00	1105	POS Purchase (Domestic)	103271000089858 INT*INTELIUS CM INT*INTELIUS CM 888-445-2727 WA US (10 day hold) (433547)
2292532599	10-APR-2012	11:41:57 AM	\$4.46	\$0.00	\$4.46	\$4.46	1103	POS Reconciliation	Credit for pre-authorized amount. [103271000089858 INT*INTELIUS CM INT*INTELIUS CM 888-445-2727 WA US (10 day hold)] (433547)
2292532532	10-APR-2012	11:41:56 AM	(\$1.75)	\$0.00	(\$1.75)	\$0.00	1105	POS Purchase (Domestic)	103271000089858 INT*INTELIUS CM INT*INTELIUS CM 888-445-2727 WA US (10 day hold) (410068)
2292532531	10-APR-2012	11:41:56 AM	\$1.75	\$0.00	\$1.75	\$1.75	1103	POS Reconciliation	Credit for pre-authorized amount. [103271000089858 INT*INTELIUS CM INT*INTELIUS CM 888-445-2727 WA US (10 day hold)] (410068)
2291635241	09-APR-2012	04:51:15 PM	\$0.00	\$0.00	\$0.00	\$0.00	4102	POS Pre-Authorization - NSF/Limit	006923000089858 INT*INTELIUS SB INT*INTELIUS SB 877-974-1563 WA US (10 day hold) - insufficient funds for -9.95
2291321797	09-APR-2012	12:30:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	1122	POS Retail Card Verify - Success	00017030072988 PAYPAL MYPAL 402937733 NE US (1120 Card Verify Advice) (27401)
2290633305	09-APR-2012	01:41:51 AM	\$0.00	\$0.00	\$0.00	\$0.00	4102	POS Pre-Authorization - NSF/Limit	187453000089858 INT*TRUEREP.COM INT*TRUEREP.COM 877-340-0208 WA US (10 day hold) - insufficient funds for -9.95
2290261620	08-APR-2012	01:22:03 PM	(\$19.95)	\$0.00	(\$19.95)	\$0.00	1105	POS Purchase (Domestic)	103271000089858 INT*INTELIUS CM INT*INTELIUS CM 888-445-2727 WA US (10 day hold) (121758)

22
/10

2290261618	06-APR-2012	01:22:03 PM	\$19.95	\$0.00	\$19.95	\$19.95	1103	POS Reconciliation	Credit for pre-authorized amount. [103271000089858 INT*INTELIUS CM INT*INTELIUS CM 888-445-2727 WA US (10 day hold)] [121758]
2290261608	08-APR-2012	01:22:03 PM	(\$0.99)	\$0.00	(\$0.99)	\$0.00	1105	POS Purchase (Domestic)	103271000089858 INT*INTELIUS CM INT*INTELIUS CM 888-445-2727 WA US (10 day hold) [121670]
2290261607	08-APR-2012	01:22:03 PM	\$0.99	\$0.00	\$0.99	\$0.99	1103	POS Reconciliation	Credit for pre-authorized amount. [103271000089858 INT*INTELIUS CM INT*INTELIUS CM 888-445-2727 WA US (10 day hold)] [121670]
2285103812	04-APR-2012	10:14:29 PM	\$0.00	(\$0.26)	(\$0.26)	\$0.00	4105	POS Purchase - NSF/Limit	Unpaid fee from [POS withdraws] transaction [Partial: 0.26 of 1.00] from sequence 2285039550
2285039550	04-APR-2012	08:59:52 PM	\$0.00	\$0.00	\$0.00	\$0.26	4105	POS Purchase - NSF (Domestic)	22632592994 NAHAR FOOD & LIQ NAHAR FOOD & LIQUOR RENO NV US - insufficient funds for -6.50
2285034669	04-APR-2012	08:58:25 PM	\$0.00	\$0.00	\$0.00	\$0.26	4106	ATM Balance Inquiry - NSF (Domestic)	TR011375 NAHAR DISCOUNT F 600 S VIRGINIA ST RENO NV US - insufficient funds for -1.00
2285033623	04-APR-2012	08:57:35 PM	\$0.00	\$0.00	\$0.00	\$0.26	4105	POS Purchase - NSF (Domestic)	22632592994 NAHAR FOOD & LIQ NAHAR FOOD & LIQUOR RENO NV US - insufficient funds for -10.37
2284638848	04-APR-2012	02:49:49 PM	(\$4.46)	\$0.00	(\$4.46)	\$0.26	1102	POS Pre-authorization	103271000089858 INT*INTELIUS CM INT*INTELIUS CM 888-445-2727 WA US (10 day hold) [453547]
2284476198	04-APR-2012	12:50:36 PM	(\$4.49)	\$0.00	(\$4.49)	\$4.72	1102	POS Pre-authorization	103271000089858 INT*INTELIUS CM INT*INTELIUS CM 888-445-2727 WA US (10 day hold) [426471]
2284331912	04-APR-2012	11:38:34 AM	\$0.00	\$0.00	\$0.00	\$9.21	4102	POS Pre-authorization - NSF, Limit	18745300089858 INT*TRUEREPCOM INT*TRUEREPCOM 877-340-0209 WA US (10 day hold) - insufficient funds for -9.99
2284330718	04-APR-2012	11:38:04 AM	(\$1.75)	\$0.00	(\$1.75)	\$9.21	1102	POS Pre-authorization	103271000089858 INT*INTELIUS CM INT*INTELIUS CM 888-445-2727 WA US (10 day hold) [410068]
2284245936	04-APR-2012	10:39:59 AM	\$0.00	\$0.00	\$0.00	\$10.96	1102	POS Pre-authorization	Rejected: AME--14.85 AVS Fail. code=N -- (39570066600 SPK*SPOKED 18004 SPK*SPOKED 1800684 800-699-4264 CA US)
2283977044	04-APR-2012	05:18:17 AM	(\$62.50)	\$2.00	(\$64.50)	\$10.96	1101	ATM Cash Withdrawal (Domestic)	75219084 SANDS REGENCY C SANDS REGENCY CASIN RENO NV US [Surcharge = -2.50]
2283976938	04-APR-2012	05:17:56 AM	\$0.00	(\$1.00)	(\$1.00)	\$75.46	1108	ATM Balance Inquiry (Domestic)	75219084 SANDS REGENCY C SANDS REGENCY CASIN RENO NV US
2283857360	04-APR-2012	02:02:21 AM	(\$182.95)	(\$2.00)	(\$184.95)	\$76.46	1101	ATM Cash Withdrawal (Domestic)	LK320613 PONDEROSA HOTEL 515 S VIRGINIA ST RENO NV US [Surcharge = -2.95]
2283191860	03-APR-2012	03:10:45 PM	(\$3.99)	(\$1.00)	(\$4.99)	\$261.41	1105	POS Purchase (Domestic)	06764300089858 INT*US SEARCH SE INT*US SEARCH SERV1 800-877-3272 WA US (10 day hold) [105702]
2283191959	03-APR-2012	03:10:45 PM	\$3.99	\$0.00	\$3.99	\$266.40	1103	POS Reconciliation	Credit for pre-authorized amount. [06764300089858 INT*US SEARCH SE INT*US SEARCH SERV1 800-877-3272 WA US (10 day hold)] [105702]
2283191957	03-APR-2012	03:10:45 PM	(\$2.45)	(\$1.00)	(\$3.45)	\$262.41	1105	POS Purchase (Domestic)	06764300089858 INT*US SEARCH SE INT*US SEARCH SERV1 800-877-3272 WA US (10 day hold) [106500]
2283191954	03-APR-2012	03:10:45 PM	\$2.45	\$0.00	\$2.45	\$265.86	1103	POS Reconciliation	Credit for pre-authorized amount. [06764300089858 INT*US SEARCH SE INT*US SEARCH SERV1 800-877-3272 WA US (10 day hold)] [106500]
2283191952	03-APR-2012	03:10:45 PM	(\$14.00)	(\$1.00)	(\$15.00)	\$263.41	1105	POS Purchase (Domestic)	06764300089858 INT*US SEARCH SE INT*US SEARCH SERV1 800-877-3272 WA US (10 day hold) [105741]
2283191949	03-APR-2012	03:10:45 PM	\$14.00	\$0.00	\$14.00	\$278.41	1103	POS Reconciliation	Credit for pre-authorized amount. [06764300089858 INT*US SEARCH SE INT*US SEARCH SERV1 800-877-3272 WA US (10 day hold)] [105741]
2283191942	03-APR-2012	03:10:45 PM	(\$2.45)	(\$1.00)	(\$3.45)	\$264.41	1105	POS Purchase (Domestic)	06764300089858 INT*US SEARCH SE INT*US SEARCH SERV1 800-877-3272 WA US (10 day hold) [106688]
2283191941	03-APR-2012	03:10:45 PM	\$2.45	\$0.00	\$2.45	\$267.86	1103	POS Reconciliation	Credit for pre-authorized amount. [06764300089858 INT*US SEARCH SE INT*US SEARCH SERV1 800-877-3272 WA US (10 day hold)] [106688]
2281643951	03-APR-2012	12:02:39 AM	(\$39.94)	(\$1.00)	(\$40.94)	\$65.41	1105	POS Purchase (Domestic)	04993800028915 SAFEART.COM*SPE SAFEART.COM*SPEEDY 855-432-0727 WA US (10 day hold) [12743]
2281643950	03-APR-2012	12:02:39 AM	\$39.94	\$0.00	\$39.94	\$106.35	1103	POS Pre-authorization	Credit for pre-authorized amount. [04993800028915 SAFEART.COM*SPE SAFEART.COM*SPEEDY 855-432-0727 WA US (10 day hold)] [12743]
2281318524	02-APR-2012	05:21:36 PM	(\$19.95)	\$0.00	(\$19.95)	\$156.41	1102	POS Pre-authorization	103271000089858 INT*INTELIUS CM INT*INTELIUS CM 888-445-2727 WA US (10 day hold) [121758]
2281313083	02-APR-2012	05:21:13 PM	(\$0.99)	\$0.00	(\$0.99)	\$186.36	1102	POS Pre-authorization	103271000089858 INT*INTELIUS CM INT*INTELIUS CM 888-445-2727 WA US (10 day hold) [121670]
2280746538	02-APR-2012	10:39:00 AM	\$6.95	\$1.00	\$7.95	\$287.35	1105	POS Purchase (Domestic)	00801509870800 ADRIVE LLC ADRIVE LLC CA US (10 day hold) [3556]
2280746537	02-APR-2012	10:39:00 AM	\$6.95	\$0.00	\$6.95	\$295.30	1103	POS Reconciliation	Credit for pre-authorized amount. [00801509870800 ADRIVE LLC ADRIVE LLC CA US (10 day hold)] [3556]
2280189551	01-APR-2012	10:53:42 PM	(\$39.94)	\$0.00	(\$39.94)	\$288.35	1102	POS Pre-authorization	04993800028915 SAFEART.COM*SPE SAFEART.COM*SPEEDY 855-432-0727 WA US (10 day hold) [12743]
2280105426	01-APR-2012	09:05:36 PM	(\$6.95)	\$0.00	(\$6.95)	\$328.29	1102	POS Pre-authorization	00801509870800 ADRIVE LLC ADRIVE LLC CA US (10 day hold) [3556]
2280105410	01-APR-2012	09:05:35 PM	\$0.00	\$0.00	\$0.00	\$335.24	1122	POS Meter Card Verify - Success	00801509870800 ADRIVE LLC ADRIVE LLC CA US (10 day Card Verify Approval)

23
21

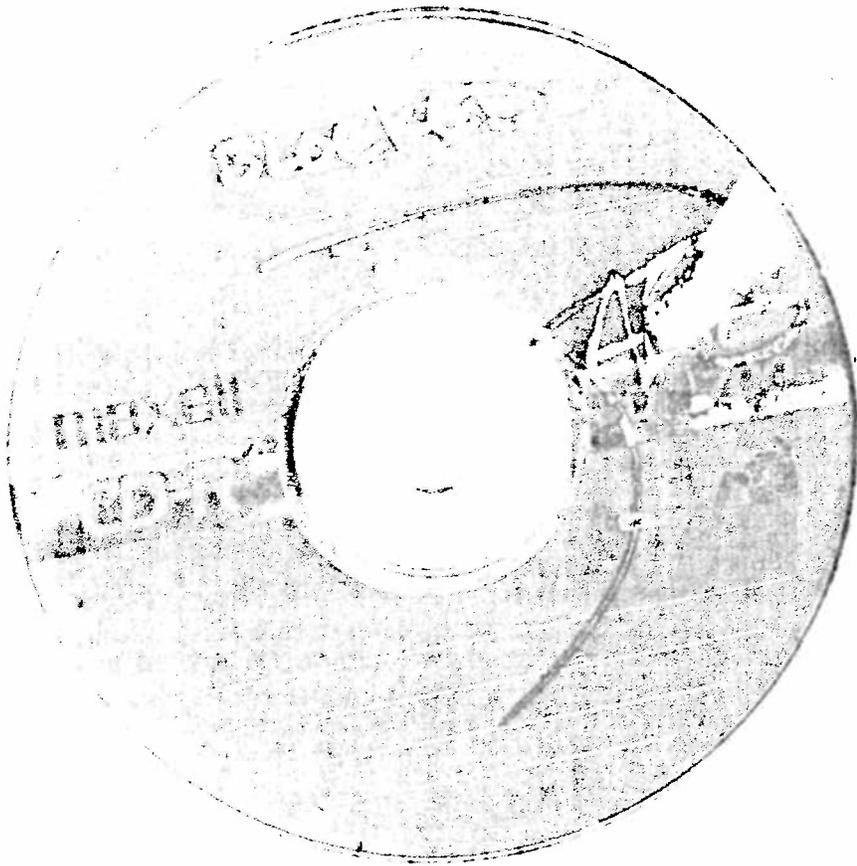
Transaction ID	Date	Time	Debit	Credit	Balance	Amount	Category	Description
227998478	01-APR-2012	07:09:07 PM	(\$13.99)	(\$1.00)	(\$14.99)	\$335.24	1105	POS PIN Purchase (Domestic)
227988736	01-APR-2012	05:34:41 PM	\$0.00	\$0.00	\$0.00	\$350.23	1453	IVR: Close Session: Successfully validated.
2279887050	01-APR-2012	05:33:45 PM	\$0.00	\$0.00	\$0.00	\$350.23	1450	IVR: Requests authentication data elements.
2279889558	01-APR-2012	05:31:53 PM	\$0.00	\$0.00	\$0.00	\$350.23	1453	IVR: Close Session: Successfully validated.
2279882013	01-APR-2012	05:31:14 PM	\$0.00	\$0.00	\$0.00	\$350.23	1450	IVR: Requests authentication data elements.
227927076	01-APR-2012	05:09:10 AM	\$0.00	\$0.00	\$0.00	\$350.23	3300	Unltd POS Disenrolment - Immediate
2277701857	31-MAR-2012	02:07:24 AM	(\$20.11)	\$0.00	(\$20.11)	\$350.23	1105	POS Purchase (International)
2277701856	31-MAR-2012	02:07:24 AM	\$19.95	\$0.00	\$19.95	-\$370.34	1103	POS Reconciliation
2277701855	31-MAR-2012	02:07:24 AM	(\$30.19)	\$0.00	(\$30.19)	\$350.39	1105	POS Purchase (International)
2277701854	31-MAR-2012	02:07:24 AM	\$29.95	\$0.00	\$29.95	\$380.58	1103	POS Reconciliation
2276167255	30-MAR-2012	05:51:10 AM	\$0.00	\$0.00	\$0.00	\$350.63	1102	POS Pre-Authorization
2276168860	30-MAR-2012	05:50:50 AM	\$0.00	\$0.00	\$0.00	\$350.63	1102	POS Pre-Authorization
2276168458	30-MAR-2012	05:50:44 AM	\$0.00	\$0.00	\$0.00	\$350.63	1102	POS Pre-Authorization
2276168005	30-MAR-2012	05:50:30 AM	\$0.00	\$0.00	\$0.00	\$350.63	1102	POS Pre-Authorization
2276161154	30-MAR-2012	05:47:38 AM	\$0.00	\$0.00	\$0.00	\$350.63	1102	POS Pre-Authorization
2276158928	30-MAR-2012	05:46:13 AM	\$0.00	\$0.00	\$0.00	\$350.63	1102	POS Pre-Authorization
2276158885	30-MAR-2012	05:46:07 AM	\$0.00	\$0.00	\$0.00	\$350.63	1102	POS Pre-Authorization
2275819611	29-MAR-2012	11:22:54 PM	(\$29.99)	\$0.00	(\$29.99)	\$350.63	1102	POS Pre-Authorization
2275668522	29-MAR-2012	08:31:47 PM	(\$19.99)	\$0.00	(\$19.99)	\$370.56	1102	POS Pre-Authorization
2275470936	28-MAR-2012	05:27:09 PM	\$0.00	\$0.00	\$0.00	\$400.53	4102	POS Pre-Authorization - NSF/Limit
227544812	29-MAR-2012	05:04:22 PM	\$1.00	\$0.00	\$1.00	\$400.53	1102	POS Pre-Authorization
2274503877	29-MAR-2012	01:13:31 AM	(\$35.27)	\$0.00	(\$35.27)	\$2.95	1105	POS Purchase (International)
2274503876	29-MAR-2012	01:13:31 AM	\$34.99	\$0.00	\$34.99	\$-74.80	1103	POS Reconciliation
2273998330	28-MAR-2012	03:19:04 PM	\$0.00	\$0.00	\$0.00	\$399.81	4102	POS Pre-Authorization - NSF/Limit
2273418882	28-MAR-2012	06:28:37 AM	(\$2.45)	\$0.00	(\$2.45)	\$399.81	1102	POS Pre-Authorization
2273418853	28-MAR-2012	06:25:59 AM	(\$2.45)	\$0.00	(\$2.45)	\$402.26	1102	POS Pre-Authorization
2273411221	28-MAR-2012	06:09:14 AM	(\$14.00)	\$0.00	(\$14.00)	\$404.71	1102	POS Pre-Authorization

06764300009988 INT*US SEARCH SE

24
V2

2273410966	26-MAR-2012	08:08:12 AM	(\$3.99)	\$0.00	(\$3.99)	\$418.71	1102	POS Pre-Authorization	INT*US SEARCH SERVI 800-877-3272 WA US (10 day hold) [105702]
2272660994	27-MAR-2012	02:56:25 PM	(\$34.99)	\$0.00	(\$34.99)	\$422.70	1102	POS Pre-Authorization	7590896 CUPID PLC CUPID PLC EDINBURGH GB GB (10 day hold) - No fee, included in Unlimited POS Purchase plan [2703]
2272582889	27-MAR-2012	01:50:40 PM	\$0.00	\$0.00	\$0.00	\$457.69	4102	POS Pre-Authorization - NSF/Limit	878880013916 CLARKDALE MAGIST CLARKDALE MAGISTRAT CLARKDALE AZ US (10 day hold) - insufficient funds for -487.90
2272169900	27-MAR-2012	10:03:05 AM	\$0.00	\$0.00	\$0.00	\$457.69	4102	POS Pre-Authorization - NSF/Limit	878880013916 CLARKDALE MAGIST CLARKDALE MAGISTRAT CLARKDALE AZ US (10 day hold) - insufficient funds for -487.90
2271905240	27-MAR-2012	02:52:02 AM	(\$11.46)	\$0.00	(\$11.46)	\$457.69	1105	POS Purchase (International)	7366548 CPONETHHELP.COM CPONETHHELP.COM EDINBURGH GB GB (10 day hold) - No fee, included in Unlimited POS Purchase plan. [Forced Post Amt=-11.46 with Pre [502039]
2271905239	27-MAR-2012	02:52:02 AM	\$11.37	\$0.00	\$11.37	\$469.15	1103	POS Reconciliation	Credit for pre-authorized amount. [7366548 CPONETHHELP.COM CPONETHHELP.COM EDINBURGH GB GB (10 day hold) - No fee, included in Unlimited POS Purchase p. [502039]
2271589928	26-MAR-2012	07:22:34 PM	\$0.00	\$0.00	\$0.00	\$457.78	4102	POS Pre-Authorization - NSF Limit	878880013916 CLARKDALE MAGIST CLARKDALE MAGISTRAT CLARKDALE AZ US (10 day hold) - insufficient funds for -487.90
2271559407	26-MAR-2012	06:53:47 PM	\$0.00	\$0.00	\$0.00	\$457.78	4102	POS Pre-Authorization - NSF Limit	878880013916 CLARKDALE MAGIST CLARKDALE MAGISTRAT CLARKDALE AZ US (10 day hold) - insufficient funds for -487.90
2271558004	26-MAR-2012	06:49:33 PM	\$385.00	\$0.00	\$385.00	\$457.78	2817	Funds Transfer - Cash Load - Credit Cardholder Balance	Credit cardholder: 01317 - Funds Transfer from Moneytree Disbursement Account [1457222]
2271555991	26-MAR-2012	06:49:32 PM	\$0.00	\$0.00	\$0.00	\$72.78	3122	Card Registration for Existing Card	noCardType=1: New card registration: Update cardholder information [3]
2271548434	26-MAR-2012	06:41:31 PM	(\$1.00)	\$0.00	(\$1.00)	\$72.78	1102	POS Pre-Authorization	74849000067819 AOL* SERVICE AOL* SERVICE 800-827-8364 NY US (10 day hold) [875916]
2270439525	25-MAR-2012	11:02:37 PM	(\$14.85)	\$0.00	(\$14.85)	\$73.78	1105	POS Purchase (Domestic)	395700086400 SPK*SPK80 18006 SPK*SPK80 18006994 800-6994264 CA US (10 day hold) - No fee, included in Unlimited POS Purchase plan [442208]
2270439524	25-MAR-2012	11:02:37 PM	\$14.85	\$0.00	\$14.85	\$88.63	1103	POS Reconciliation	Credit for pre-authorized amount. [395700086400 SPK*SPK80 18006 SPK*SPK80 18006994 800-6994264 CA US (10 day hold)] [442208]
2269021108	24-MAR-2012	03:49:57 PM	(\$11.37)	\$0.00	(\$11.37)	\$73.78	1102	POS Pre-Authorization	7366548 CPONETHHELP.COM CPONETHHELP.COM EDINBURGH GB GB (10 day hold) - No fee, included in Unlimited POS Purchase plan [502039]
2268720664	24-MAR-2012	11:53:05 AM	(\$14.85)	\$0.00	(\$14.85)	\$85.15	1102	POS Pre-Authorization	395700086400 SPK*SPK80 18006 SPK*SPK80 18006994 800-6994264 CA US (10 day hold) [442208]
2268700394	24-MAR-2012	11:39:35 AM	\$0.00	\$0.00	\$0.00	\$100.00	3304	Unlimited POS Disenrollment	Unlimited POS Program enrollment status changed [3,Enrolled --> 4,Pending Disenrolled]
2268625307	24-MAR-2012	10:40:59 AM	\$0.00	\$0.00	\$0.00	\$100.00	1453	IVR: Close Session: Successfully validated.	Successful validated by: DOB; SSN: 888773437
2268624605	24-MAR-2012	10:40:20 AM	\$0.00	\$0.00	\$0.00	\$100.00	1450	IVR: Requests authentication data elements.	888773437
2268624444	24-MAR-2012	10:40:17 AM	\$0.00	\$0.00	\$0.00	\$100.00	3061	Update PIN code	Update PIN by IVR
2268623590	24-MAR-2012	10:39:49 AM	\$0.00	\$0.00	\$0.00	\$100.00	1451	IVR: Successful validate and/or: Passcode, DOB, SSN, ZIP Code.	Successful validated by: DOB; SSN:
Number of Transactions: 100									100 of 100

25
V3



210
24

Microsoft Windows [Version 6.1.7601]
Copyright (c) 2009 Microsoft Corporation. All rights reserved.

C:\Windows\system32>netstat -a

Active Connections

Proto	Local Address	Foreign Address	State
TCP	0.0.0.0:135	T2-HP:0	LISTENING
TCP	0.0.0.0:445	T2-HP:0	LISTENING
TCP	0.0.0.0:49152	T2-HP:0	LISTENING
TCP	0.0.0.0:49153	T2-HP:0	LISTENING
TCP	0.0.0.0:49154	T2-HP:0	LISTENING
TCP	0.0.0.0:49155	T2-HP:0	LISTENING
TCP	0.0.0.0:49156	T2-HP:0	LISTENING
TCP	:::135	T2-HP:0	LISTENING
TCP	:::445	T2-HP:0	LISTENING
TCP	:::49152	T2-HP:0	LISTENING
TCP	:::49153	T2-HP:0	LISTENING
TCP	:::49154	T2-HP:0	LISTENING
TCP	:::49155	T2-HP:0	LISTENING
TCP	:::49156	T2-HP:0	LISTENING
UDP	0.0.0.0:68	*:*	
UDP	0.0.0.0:500	*:*	
UDP	0.0.0.0:4500	*:*	
UDP	127.0.0.1:1900	*:*	
UDP	127.0.0.1:49153	*:*	
UDP	:::500	*:*	
UDP	:::4500	*:*	
UDP	:::1:1900	*:*	
UDP	:::1:49152	*:*	

C:\Windows\system32>

27
25

Microsoft Windows [Version 6.1.7601]
Copyright (c) 2009 Microsoft Corporation. All rights reserved.

C:\Windows\system32>netstat -a

Active Connections

Proto	Local Address	Foreign Address	State
TCP	0.0.0.0:135	T2-HP:0	LISTENING
TCP	0.0.0.0:445	T2-HP:0	LISTENING
TCP	0.0.0.0:49152	T2-HP:0	LISTENING
TCP	0.0.0.0:49153	T2-HP:0	LISTENING
TCP	0.0.0.0:49154	T2-HP:0	LISTENING
TCP	0.0.0.0:49155	T2-HP:0	LISTENING
TCP	0.0.0.0:49156	T2-HP:0	LISTENING
TCP	101.219.214.11:49159	65.55.119.90:http	TIME_WAIT
TCP	101.219.214.11:49166	65.55.119.90:http	TIME_WAIT
TCP	:::135	T2-HP:0	LISTENING
TCP	:::445	T2-HP:0	LISTENING
TCP	:::49152	T2-HP:0	LISTENING
TCP	:::49153	T2-HP:0	LISTENING
TCP	:::49154	T2-HP:0	LISTENING
TCP	:::49155	T2-HP:0	LISTENING
TCP	:::49156	T2-HP:0	LISTENING
UDP	0.0.0.0:500	*:*	
UDP	0.0.0.0:4500	*:*	
UDP	127.0.0.1:1900	*:*	
UDP	127.0.0.1:57355	*:*	
UDP	:::500	*:*	
UDP	:::4500	*:*	
UDP	:::1:1900	*:*	
UDP	:::1:57354	*:*	

C:\Windows\system32>

28
26

Microsoft Windows [Version 6.1.7601]
Copyright (c) 2009 Microsoft Corporation. All rights reserved.

C:\Users\T2>netstat -a

Active Connections

Proto	Local Address	Foreign Address	State
TCP	0.0.0.0:135	T2-HP:0	LISTENING
TCP	0.0.0.0:445	T2-HP:0	LISTENING
TCP	0.0.0.0:49152	T2-HP:0	LISTENING
TCP	0.0.0.0:49153	T2-HP:0	LISTENING
TCP	0.0.0.0:49154	T2-HP:0	LISTENING
TCP	0.0.0.0:49155	T2-HP:0	LISTENING
TCP	0.0.0.0:49156	T2-HP:0	LISTENING
TCP	101.219.214.11:139	T2-HP:0	LISTENING
TCP	101.219.214.11:49180	us:https	ESTABLISHED
TCP	101.219.214.11:49182	128.241.220.90:http	ESTABLISHED
TCP	101.219.214.11:49202	aclm-slb-p6:http	ESTABLISHED
TCP	127.0.0.1:49157	T2-HP:0	LISTENING
TCP	:::135	T2-HP:0	LISTENING
TCP	:::445	T2-HP:0	LISTENING
TCP	:::49152	T2-HP:0	LISTENING
TCP	:::49153	T2-HP:0	LISTENING
TCP	:::49154	T2-HP:0	LISTENING
TCP	:::49155	T2-HP:0	LISTENING
TCP	:::49156	T2-HP:0	LISTENING
TCP	:::1:49158	T2-HP:0	LISTENING
UDP	0.0.0.0:500	*:*	
UDP	0.0.0.0:4500	*:*	
UDP	0.0.0.0:5355	*:*	
UDP	101.219.214.11:137	*:*	
UDP	101.219.214.11:138	*:*	
UDP	101.219.214.11:1900	*:*	
UDP	101.219.214.11:58225	*:*	
UDP	127.0.0.1:1900	*:*	
UDP	127.0.0.1:51274	*:*	
UDP	127.0.0.1:58226	*:*	
UDP	:::500	*:*	
UDP	:::4500	*:*	
UDP	:::5355	*:*	
UDP	:::1:1900	*:*	
UDP	:::1:58224	*:*	
UDP	[fe80::ed66:4adb:ae4d:5b8d%15]:1900	*:*	
UDP	[fe80::ed66:4adb:ae4d:5b8d%15]:58223	*:*	

C:\Users\T2>

29
2/1



*BOOST
SPRINT AT&T.*

RENO POLICE DEPARTMENT

Your Police,

Our Community

CRIME & INCIDENT REPORT INFORMATION

RENO POLICE DEPARTMENT,
P.O. Box 1900, Reno, NV 89505
455 E. Second Street, Reno, NV 89502

YOUR CASE NUMBER

TI 2004 228

OFFENSE/INCIDENT

Civil Problem

OFFICER

Onken

DATE

5/29/12

*TI 2004 230
SUSPICIOUS CIRCUMSTANCES*

INFORMATION FOR VICTIMS OF CRIME

The Officer who took the initial report will file the case at the police department. Please refer to the case number when making inquiries about the case and allow five days for the processing of your case prior to making such inquiries.

CHECKING THE STATUS OF YOUR CASE

To check the status of your case, please go to <http://www.reno.gov>. Once on the City's web site, go to the left side of the page and click on the "Self Service Menu." Click on the "Police Reporting System" then click on "Police Case Status". You will need to input your assigned case number to gain access.

HOW TO REPORT ADDITIONAL INFORMATION ON YOUR CASE

Please contact one of the Reno Police Department sub-stations to report additional information on your case. You may contact any of the following Reno Police Department Sub-Stations listed below to complete a follow up to your case. You may also complete a supplemental report by going online at: www.cityofreno.gov/police.

CRIME REPORTS

Each case is important and we will give your case as much consideration as possible. You will ordinarily not be contacted unless we need further information, new information has come to our attention, or we have solved your case.

Police reports are placed in three different categories: "Open", "Pending" and "Closed". Each case is reviewed by supervisors in the Detective Division to determine if the case will be assigned based on the solvability. The cases' solvability is determined by the information and evidence that is available to the officer. If the case is a workable case, it will be placed in the "Open" category and every possible step will be taken to identify the perpetrator and/or locate your property. If your case has limited potential evidence for solvability, it will be placed in the "Closed" category unless additional information is obtained. If additional information is obtained, it will be reviewed by a Detective Sergeant to determine if the case could be placed as an "Open" case and assigned to a Detective.

PHONE NUMBERS

Non-Emergency (Dispatch)	334-2677
Reno Police Department Front Desk	334-2175
Victim Support Services (Victim Advocate)	657-4519
Sub-Station: Neil Road	334-2550
Traffic Investigations (Vehicle Accidents)	334-2141
Detective Division	334-2115
Evidence Section.....	334-2113
Jan Evans Center (Juvenile)	325-7800
Magee Center (Juvenile)	856-4600
Washoe County Jail (Adult).....	328-3062

Reno Police Department Core Values
Respect - Integrity - Fairness - Service

Revised 7/2011

*30
2/0*



6TH
of
SUTRO

RENO POLICE DEPARTMENT

Your Police,

Our Community

CRIME & INCIDENT REPORT INFORMATION

RENO POLICE DEPARTMENT,
P.O. Box 1900, Reno, NV 89505
455 E. Second Street, Reno, NV 89502

YOUR CASE NUMBER 12-10095
OFFENSE/INCIDENT Burglary / Destruction of Property
OFFICER Johnson, Scott 7419 DATE 5-26-12

INFORMATION FOR VICTIMS OF CRIME

The Officer who took the initial report will file the case at the police department. Please refer to the case number when making inquiries about the case and allow five days for the processing of your case prior to making such inquiries.

CHECKING THE STATUS OF YOUR CASE

To check the status of your case, please go to <http://www.reno.gov>. Once on the City's web site, go to the left side of the page and click on the "Self Service Menu." Click on the "Police Reporting System" then click on "Police Case Status". You will need to input your assigned case number to gain access.

HOW TO REPORT ADDITIONAL INFORMATION ON YOUR CASE

Please contact one of the Reno Police Department sub-stations to report additional information on your case. You may contact any of the following Reno Police Department Sub-Stations listed below to complete a follow up to your case. You may also complete a supplemental report by going online at: www.cityofreno.gov/police

CRIME REPORTS

Each case is important and we will give your case as much consideration as possible. You will ordinarily not be contacted unless we need further information, new information has come to our attention, or we have solved your case.

Police reports are placed in three different categories: "Open", "Pending" and "Closed". Each case is reviewed by supervisors in the Detective Division to determine if the case will be assigned based on the solvability. The cases' solvability is determined by the information and evidence that is available to the officer. If the case is a workable case, it will be placed in the "Open" category and every possible step will be taken to identify the perpetrator and/or locate your property. If your case has limited potential evidence for solvability, it will be placed in the "Closed" category unless additional information is obtained. If additional information is obtained, it will be reviewed by a Detective Sergeant to determine if the case could be placed as an "Open" case and assigned to a Detective.

PHONE NUMBERS

Non-Emergency (Dispatch)	334-2677
Reno Police Department Front Desk	334-2175
Victim Support Services (Victim Advocate)	657-4519
Sub-Station: Neil Road	334-2550
Traffic Investigations (Vehicle Accidents)	334-2141
Detective Division	334-2115
Evidence Section	334-2113
Jan Evans Center (Juvenile)	325-7800
Magee Center (Juvenile)	856-4600
Washoe County Jail (Adult)	328-3062

Reno Police Department Core Values
Respect - Integrity - Fairness - Service

Revised 7/2011

31
29



PONTIAC
DEALERSHIP.

RENO POLICE DEPARTMENT

Your Police,

Our Community

CRIME & INCIDENT REPORT INFORMATION

RENO POLICE DEPARTMENT,
P.O. Box 1900, Reno, NV 89505
455 E. Second Street, Reno, NV 89502

YOUR CASE NUMBER T12004226
 OFFENSE/INCIDENT Vehicle Burglary
 OFFICER Simon - report DATE 5-29-12

INFORMATION FOR VICTIMS OF CRIME

The Officer who took the initial report will file the case at the police department. Please refer to the case number when making inquiries about the case and allow five days for the processing of your case prior to making such inquiries.

CHECKING THE STATUS OF YOUR CASE

To check the status of your case, please go to <http://www.reno.gov>. Once on the City's web site, go to the left side of the page and click on the "Self Service Menu." Click on the "Police Reporting System" then click on "Police Case Status". You will need to input your assigned case number to gain access.

HOW TO REPORT ADDITIONAL INFORMATION ON YOUR CASE

Please contact one of the Reno Police Department sub-stations to report additional information on your case. You may contact any of the following Reno Police Department Sub-Stations listed below to complete a follow up to your case. You may also complete a supplemental report by going online at: www.cityofreno.gov/police.

CRIME REPORTS

Each case is important and we will give your case as much consideration as possible. You will ordinarily not be contacted unless we need further information, new information has come to our attention, or we have solved your case.

Police reports are placed in three different categories: "Open", "Pending" and "Closed". Each case is reviewed by supervisors in the Detective Division to determine if the case will be assigned based on the solvability. The cases' solvability is determined by the information and evidence that is available to the officer. If the case is a workable case, it will be placed in the "Open" category and every possible step will be taken to identify the perpetrator and/or locate your property. If your case has limited potential evidence for solvability, it will be placed in the "Closed" category unless additional information is obtained. If additional information is obtained, it will be reviewed by a Detective Sergeant to determine if the case could be placed as an "Open" case and assigned to a Detective.

PHONE NUMBERS

Non-Emergency (Dispatch)	334-2677
Reno Police Department Front Desk	334-2175
Victim Support Services (Victim Advocate)	657-4519
Sub-Station: Neil Road	334-2550
Traffic Investigations (Vehicle Accidents)	334-2141
Detective Division	334-2115
Evidence Section	334-2113
Jan Evans Center (Juvenile)	325-7800
Magee Center (Juvenile)	856-4600
Washoe County Jail (Adult)	328-3062

Reno Police Department Core Values
Respect - Integrity - Fairness - Service

Revised 7/2011

VIA PDC

NEVADA DEPARTMENT OF ADMINISTRATION
BEFORE THE APPEALS OFFICER

1050 E. WILLIAM, SUITE 450
CARSON CITY, NV 89701

FILED
APR 10 2012
DEPT. OF ADMINISTRATION
APPEALS OFFICER

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

In the Matter of the Contested
Industrial Insurance Claim of:

THOMAS SHEA,

Claimant.

Claim No: 005-10001641-CC

Hearing No: 35637-SA

Appeal No: 36297-DSG

CORRECTED ORDER OF DISMISSAL

Pursuant to the Orders issued previously in this matter, on January 25,
2012 and February 16, 2012, the Appeals Officer considers this specific appeal
abandoned and it is dismissed.

IT IS SO ORDERED.



Deborah S Gallagher
APPEALS OFFICER

NOTICE: Pursuant to NRS 217.117, should any party desire to appeal this final
determination of the Appeals Officer, a written request for an appeal must be filed
with the State Board of Examiners, 209 East Musser, #200, Carson City, NV
89710, within fifteen (15) days of the date of this decision.

RECEIVED

APR 30 2012

CCSI

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF MAILING

The undersigned, an employee of the State of Nevada, Department of Administration, Hearings Division, does hereby certify that on the date shown below, a true and correct copy of the foregoing **ORDER OF DISMISSAL** was duly mailed, postage prepaid **OR** placed in the appropriate addressee runner file at the Department of Administration, Hearings Division, 1050 E. Williams Street, Carson City, Nevada, to the following:

THOMAS SHEA
25924 VIANNA AVE #6
LOMITA, CA 90717

BUILDING I SUITE 205
GEORGE CROWN
VICTIMS OF CRIME PROGRAM
4600 KIETZKE LANE
RENO, NV 89502

Dated this 10 day of April, 2012.

Tasha Eaton
Tasha Eaton, Supervising Legal Secretary
Employee of the State of Nevada

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NEVADA DEPARTMENT OF ADMINISTRATION
BEFORE THE APPEALS OFFICER

1050 E. WILLIAM, SUITE 450
CARSON CITY, NV 89701

FILED

JAN 25 2012

DEPT. OF ADMINISTRATION
APPEALS OFFICER

In the Matter of the Contested
Industrial Insurance Claim of:

THOMAS SHEA,

Claimant.

Claim No: 005-10001641-CC

Hearing No: 35637-SA

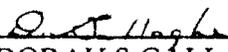
Appeal No: 36297-DSG

ORDER

Upon issuing her decision in regards to the Appeal Number 36299-DSG, the Appeals Officer realized that the issue(s) of 36297-DSG had not been addressed at the hearing.

She is, therefore, issuing an Order unconsolidating these matters, and invites the parties to submit any argument in regards to 36297-DSG in writing. In the alternative, if so notified, hearing time will be made available.

IT IS SO ORDERED.


DEBORAH S GALLAGHER
APPEALS OFFICER

RECEIVED

JAN 26 2012

VOCP - Reno

37
3/5

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF MAILING

The undersigned, an employee of the State of Nevada, Department of Administration, Hearings Division, does hereby certify that on the date shown below, a true and correct copy of the foregoing **ORDER** was duly mailed, postage prepaid **OR** placed in the appropriate addressee runner file at the Department of Administration, Hearings Division, 1050 E. Williams Street, Carson City, Nevada, to the following:

THOMAS SHEA
25924 VIANNA AVE #6
LOMITA, CA 90717

GARY M PAKELE, ESQ.
432 COURT ST
RENO NV 89501-1725

BUILDING I SUITE 205
GEORGE CROWN
VICTIMS OF CRIME PROGRAM
4600 KIETZKE LANE
RENO, NV 89502

Dated this 25 day of January, 2012.

Tasha Eaton
Tasha Eaton, Supervising Legal Secretary
Employee of the State of Nevada

38
3/6

VAPDC
05-1641-CC

RECEIVED

JAN 26 2012

VOCP - Reno

NEVADA DEPARTMENT OF ADMINISTRATION
BEFORE THE APPEALS OFFICER

1050 E. WILLIAM, SUITE 450
CARSON CITY, NV 89701

FILED

JAN 25 2012

DEPT. OF ADMINISTRATION
APPEALS OFFICER

6 In the Matter of the Contested
7 Victims of Crime Claim of:

8 THOMAS SHEA

Claim No: 05-10001641-CC

Hearing No: 35638-SA

Appeal No: 36299-DSG

9 RECEIVED

10 JAN 26 2012

11 Claimant.

12 ~~CCU~~

DECISION OF THE APPEALS OFFICER

13 The above entitled matter was heard January 19, 2012. The
14 Claimant was present and was represented by Gary M. Pakele, Esq. The Victims
15 of Crime Program (VOC) Compensation Officer, George Crown, was present by
16 telephone conference call.

17 The above-captioned appeal arises from a decision of the Hearing
18 Officer dated July 26, 2011, that affirmed the May 19, 2011, determination of the
19 Compensation Officer denying the Claimant's request for lost wages on the basis
20 that "The documentation is insufficient in that, IRS forms for 2002 and 2003 are
21 missing. Also, Luciano's did not provide your dates of service, nor did Accurate
22 Painting Inc..¹

23 The hearing was conducted pursuant to NRS Chapter 217, and all
24 applicable administrative regulations.

25 Based on the documentary evidence and consideration of the
26

27 ¹ A second Hearing Officer decision dated July 26, 2011, dismissed a previous, April 7, 2011,
28 determination of the Compensation Officer that denied lost time wages and dental care on the
basis that the appeal had not been filed within 60 days of the Compensation Officer's
determination letter, as required by law. Appeal to this office from that Hearing Officer
decision is the subject of a separate Appeals Officer decision numbered 36297-DSG.

39
3/1

1 testimony herein, the Appeals Officer hereby renders the following Findings of
2 Fact and Conclusions of Law:

3 **FINDINGS OF FACT**

4 In addition to other injuries that may have been incurred, Thomas
5 Shea suffered permanent loss of one eye and partial vision loss in his second eye
6 on or about March 17, 2003, as of the result of an assault. His claim for Victim of
7 Crime benefits was accepted and certain benefits have been provided to him in
8 such regard.

9 At issue herein is the Claimant's request for assistance in regards to
10 his inability to work during the 52 weeks following such assault. In such regard,
11 the Claimant provided completed Victims of Crime Program forms titled
12 "Employers Verification of Employment and Lost Wages" from the two employers
13 he was working for at the time of the assault and letters from each of those
14 employers confirming that the Claimant was an employee at the time of the assault.
15 (Exhibit 1).²

16 The Claimant additionally provided testimony in regards to such work
17 history and testimony that his loss of vision as well as the medical treatment and
18 surgery that he was undergoing in such regard prevented his ability to perform the
19 jobs he had been performing at the time of the assault.

20 The Appeals Officer then notes that NRS 217.200 (1)(b) provides that
21 victims of crime may be paid for a "[l]oss of earnings ... that is reasonably
22 incurred as a result of the total or partial incapacity of the victim for not longer
23

24 ² A letter dated April 21, 2011, from the President of Accurate Painting, Inc. confirms that the
25 Claimant, at the time of his injury, "was a formal part-time seasonal employee of Accurate
26 Painting, Inc." and further states that the Claimant, prior to his loss of sight, had "most
27 definitely had a promising career as a skilled painter." The employment verification form
28 completed by him states that the Claimant worked 23 hours per week at a wage of \$14.50 per
hour (Exhibit 1, pages 1 and 2). A letter dated April 14, 2011, from the owner of Luciano's,
Inc., states that the Claimant was employed by Luciano's at the time of his injuries and that but
for such injuries he would have continued such employment. The employment verification form
completed by this employer indicates that the Claimant worked 22 hours per week at a wage of
\$14.00 per hour (Exhibit 1, pages 3 and 4).

1 than 52 weeks." She further notes that Section 11(8) of Policies of the Nevada
2 Victim of Crime Program provides that the basis for denial of lost wages herein,
3 i.e., insufficient copies of tax returns, is applicable only if an individual is self-
4 employed (Section 11(8)(E). She notes that Section 11(8)(A) of those policies, as
5 applicable herein, states that lost wage reimbursement claims may be approved if
6 the Applicant provides: (1) a disability statement from the treating physician on a
7 form provided by the VOCP, that states the causation and the period of time that
8 the Applicant was incapable of working; (2) a conclusion that the Applicant did
9 not work during such time; (3) evidence that the Applicant was employed at the
10 time of the crime and verification of the wages paid at that time. And, finally, she
11 notes that Section 11(8)(H) and (I) of the Policies provides that "All wage or lost
12 income claims must be supported by a minimum of two forms of documentation
13 evidencing the lost income" and notes that such evidence "may include" copies of
14 wage check stubs, copies of IRS tax returns for the tax year immediately preceding
15 the date of the crime, a W-2 form, or a statement signed by the employer "on a
16 form approved by the VOCP attesting to the payment of wages ... to the victim,
17 providing the name, telephone number and address of the employer ... and must be
18 subject to verification by the VOCP..."

19 CONCLUSIONS OF LAW

20 1. The evidence presented to the Appeals Officer at hearing supports a
21 conclusion that the Applicant is, more likely than not, entitled to some degree of
22 lost wage reimbursement, because:

23 a. Sworn testimony and medical records within the control of the VOCP, as
24 the payer, would appear likely to support the conclusion that the
25 Applicant was physically incapable of continuing his work as a painter as
of the result of his injur[ies]³;

26 b. Tax returns of the Applicant have not been provided to the VOC,
27 although a document entitled "Wage and Income Transcript" on IRS
28 letterhead, does exist in the Compensation Officer's file. Such a

³ In such regard, the Appeals Officer notes the stated intention of the Applicant to,
nonetheless, supplement such VOC file with his treating physician's statement to such effect.

1 transcript, however, appears to state earnings only from December, 2001,
2 which appears irrelevant to an injury that occurred in March, 2003. But, it
3 is equally true that tax returns are required, under the Policies, only of
4 self-employed individuals and it is unknown if the Applicant was a self-
employed individual;

- 5 c. Two forms of written documentation have been provided that appear to
6 support the Applicant's wage loss claim: (1) VOC forms filled out by
7 two employers; and (2) letters written on the Applicant's behalf by
8 those two employers, that provide all of the information required by the
Policies so as to permit, as stated, VOC verification.

9 2. Accordingly, this matter is remanded to the Victims of Crime Program for
10 investigation which should include, at minimum, documented attempts by it to
11 verify the employment, as is required by the Policies, and clear and complete
12 instructions to the Applicant as to any further information that is necessary in order
13 to competently and seriously and sincerely address his application for wage loss
14 reimbursement. Upon completion of such investigation, a new determination, with
15 appeal rights, regarding the Applicant's entitlement to wage loss reimbursement is
16 to be issued.

17 ORDER

18 Based on the foregoing Findings of Fact and Conclusions of Law, the
19 determination of the Victims of Crime Program dated May 19, 2011, and the July
20 26, 2011, Decision of the Hearing Officer are reversed and remanded.

21 **IT IS SO ORDERED**

22 APPEALS OFFICER

23 
24 Deborah Scott Gallagher

25 **NOTICE:** Pursuant to NRS 217.117, should any party desire to appeal this final
26 determination of the Appeal Officer, a written request for an appeal must be filed
27 with the State Board of Examiners, 209 East Musser, #200, Carson City, NV
28 89710, within fifteen (15) days of the date of this decision.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF MAILING

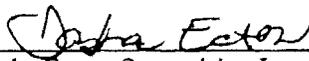
The undersigned, an employee of the State of Nevada, Department of Administration, Hearings Division, does hereby certify that on the date shown below, a true and correct copy of the foregoing **DECISION AND ORDER** was duly mailed, postage prepaid **OR** placed in the appropriate addressee runner file at the Department of Administration, Hearings Division, 1050 E. Williams Street, Carson City, Nevada, to the following:

THOMAS SHEA
25924 VIANNA AVE #6
LOMITA, CA 90717

GARY M PAKELE, ESQ.
432 COURT ST
RENO NV 89501-1725

BUILDING I SUITE 205
GEORGE CROWN
VICTIMS OF CRIME PROGRAM
4600 KIETZKE LANE
RENO, NV 89502

Dated this 25 day of January, 2012.


Tasha Eaton, Supervising Legal Secretary
Employee of the State of Nevada

43
41

A P P E A R A N C E S

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

On behalf of the Claimant:

Gary M. Pakele, Esq.
432 Court Street
Reno, NV 89501-1725

On behalf of the Victims of Crime Program:

George Crown
Victims of Crime Program
Building I, Suite 205
4600 Kietzke Lane
Reno, Nevada 89502

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

WITNESS	DIRECT	CROSS
Thomas Shea	25	--

E X H I B I T S

EXHIBITS	IDENTIFIED	IN EVIDENCE
Claimant's 1	6	8

1 P R O C E E D I N G S

2
3 APPEALS OFFICER GALLAGHER: All right.
4 We are on the record. We're on the record in the
5 matter of an appeal by Mr. Thomas Shea from a Hearing
6 Officer Decision. I have reviewed the matter and I do
7 have jurisdiction over this matter today in regards to
8 the Hearing Officer Decision that affirmed the denial
9 of wage loss reimbursement to Mr. Shea. That Decision,
10 dated July 26, 2011, was appealed by Mr. Shea on August
11 9, 2011. And, as I stated accordingly, I do have
12 appropriate jurisdiction over this matter today, today
13 being the 19th day of January of the year 2012. Mr.
14 Shea is present in the hearing room today. Also
15 present is Mr. Shea's attorney, Mr. Pakele. And Mr.
16 Crown, who is the representative of the Victims of
17 Crime Office, is with us today via telephone
18 conference. And let me assure -- ensure that Mr. Crown
19 can hear me? Can you?

20 MR. CROWN: I can hear you, Your Honor.
21 Thank you.

22 APPEALS OFFICER GALLAGHER: Excellent.
23 Now, as I've indicated, it appears to me we've had a
24 number of appeals in this matter, but the Decision --
25 Hearing Officer Decision that I have jurisdiction over

1 today is in regards to a denial of lost wages. I'll
2 note for the record, and it appears to me that it's
3 undisputed that, in fact, Mr. Shea was a victim of
4 crime and did suffer a rather serious egregious injury
5 as a result and has been deemed eligible for certain
6 benefits under the Victims of Crime Program, but the
7 particular request in regards to lost wages has been
8 denied. The Hearing Officer Decision merely indicates
9 that it's being denied on the basis of failure to
10 provide sufficient documentation to support the
11 entitlement to lost time wages. I have reviewed an
12 appeal statement prepared by Mr. Pakele, which
13 indicates to me that Mr. Shea, at the time of the
14 criminal matter, was employed by both Accurate Painting
15 and by Luciano's. And I further noted that I have
16 certain documents submitted supporting a lost wage --
17 lost wages from both Accurate and from Luciano's.

18 I am, quite frankly, and I'm telling you
19 all this so that you know how confused I am. I am
20 confused as to what specific documentation the Victims
21 of Crime Program believes is missing and so that is my
22 initial inquiry that I'm interested in hearing from
23 both Mr. Crown and then a response from Mr. Pakele.

24 MR. PAKELE: Yeah, Your Honor, before
25 you proceed, I've got a claims packet, very short one,

1 and Mr. Crown has all these documents.

2 APPEALS OFFICER GALLAGHER: Excellent.

3 Thank -- yes, thank you very much.

4 MR. PAKELE: May I approach? So this
5 will make -- and I talked about these -- one, two,
6 three four. And just for the record, we have an
7 Employer's verification of employment in lost wages,
8 statements from both Employers, and we have letters --
9 we have an individual letter from each one of them
10 after painting and this is Luciano's and the letter for
11 purposes of here today.

12 APPEALS OFFICER GALLAGHER: Thank you.

13 And, Mr. Crown, Mr. Pakele has indicated that you have
14 this packet of documents, which is identified as
15 Claimant's Exhibits for AO, January 19, 2012. Is that
16 correct?

17 MR. CROWN: I think we did get that this
18 morning. Is that the one?

19 APPEALS OFFICER GALLAGHER: It is
20 Claimant's Exhibits for AO, January 19, 2012.

21 MR. CROWN: Okay. Yeah, I've got a big
22 packet of stuff here.

23 APPEALS OFFICER GALLAGHER: The packet
24 in its -- this particular packet in its entirety
25 consists of four pages.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. CROWN: Yes. Yes, I do.

APPEALS OFFICER GALLAGHER: You have that?

MR. CROWN: And we -- I think we faxed that to you this morning.

APPEALS OFFICER GALLAGHER: I'm unaware if you faxed it to me. Mr. Pakele has --

MR. CROWN: Yeah, I think he sent it here so I've got what he sent there this morning. There's -- yeah, January 18, 2012. Is that the one we're talking about?

APPEALS OFFICER GALLAGHER: I don't see a date of January 18, 2012. Mr. Crown, what I have is a packet of documents identified as Claimant's Exhibit for AO, January 19, 2012. It contains four documents. Number one being an Employer verification.

MR. CROWN: Okay. Yes. Got it.

APPEALS OFFICER GALLAGHER: Got it. And you've had an opportunity to review it?

MR. CROWN: Glanced at it. Yes.

APPEALS OFFICER GALLAGHER: Do you have any objection to it being admitted into evidence, Mr. Crown?

MR. CROWN: No. None whatsoever.

APPEALS OFFICER GALLAGHER: All right.

1 Thank you very much. I'm marking and admitting that
2 packet into evidence as Exhibit Number 1. Are there
3 any other documents that the parties wish to be
4 admitted into evidence at this time?

5 MR. PAKELE: Not at this time, Your
6 Honor.

7 APPEALS OFFICER GALLAGHER: All right.
8 Mr. Crown, I do --

9 MR. CROWN: (Unintelligible) if I have
10 that.

11 APPEALS OFFICER GALLAGHER: I do, of
12 course, have a copy of your office's file --

13 MR. CROWN: Yes.

14 APPEALS OFFICER GALLAGHER: -- as well
15 as the Hearing Officer's file in regards to this
16 matter. So, at this point in time, Mr. Pakele, would
17 you like to make an opening statement?

18 MR. PAKELE: Thank you, Your Honor. We
19 are and, for the record, the first thing I'd like to
20 say is, number one, there are a multitude of these
21 cases out here. And it was interesting for me to
22 personally observe that this program and its review and
23 -- it was assigned to the work comp world. Having said
24 that, I've done the best that I can to thoroughly look
25 at the statute to understand what's going on. Mr.

1 Crown has provided a copy of the old file in this case.
2 It's extensive, going back quite some time, because the
3 date of the injury was 3/17/03.

4 APPEALS OFFICER GALLAGHER: Uh-huh.

5 MR. PAKELE: Having said that, Mr. Shea,
6 to his credit, did what he was supposed to do.

7 Continued with trying to provide what documents were
8 necessary for the program on his own without the help
9 of counsel over all this time period. At each turn, if
10 they told him he needed this, he'd try to get this. If
11 we told him he needed, he'd try to get this. And so
12 here we are today because what we're talking about
13 today is -- they paid. First of all, he lost,
14 completely lost, one of his eyes. His face is
15 disfigured -- the scar. The other eye, he's partially
16 blind in and he had many broken teeth and he -- with
17 many broken teeth, as well as well as a broken jaw.
18 What happened to him is somebody, who they never found
19 out that they never convicted, who got away, I guess,
20 took a glass beer stein, a big thick heavy beer stein
21 and smashed it into his face.

22 Now, throughout the course of this, to
23 the credit to the Department, they did finally
24 recognize that this -- he was definitely a victim of a
25 crime and they paid medical payments in the past, to

1 the extent, I don't know because I didn't get that
2 file. That file was a big file. Although I asked for
3 it, I didn't get it for some reason and I only got the
4 second part of the file, which is what we're talking
5 about here. But I did note that the program, and Mr.
6 Crown can talk to you a little more about that, paid
7 for extensive medical damages in this case. And to the
8 credit of the program, we banked that.

9 Now, in the part of the program we
10 talked about lost wages. I do note -- the first thing
11 I saw when I looked at the statute is that NRS 217.010
12 states it's a policy of the State to provide assistance
13 to persons who are victims of violent crimes. The
14 statute that I cited for the benefit of the Court in my
15 appeal statement, jumping right to it, I don't have the
16 copy of the standards in determining compensation,
17 that's in the world of the program and Mr. Crown, but I
18 do have the statute, NRS 217.200(B)(1)(b) says, "The
19 loss of earnings or support that has reasonably
20 occurred as a result of the total or partial incapacity
21 of the victim for no longer than 52 weeks."

22 Having said that, there's also another
23 part of the same statute that I think is relevant for
24 the purposes as I'm trying to figure out and understand
25 the statute better. Subsection 4 on the second page

1 says, you know, upon approval of the board, an
2 additional award of not more than 50,000 may be made to
3 the victim. Before approving such an award, the board
4 must consider the amount of money remaining in the fund
5 for the compensation of the victim created.

6 So interesting in the statute before I
7 make my argument on what we have to prove or not is
8 that the program on its own can say, you know what,
9 we've got all this money in the bank or we don't have
10 very much money in the bank. But if --

11 APPEALS OFFICER GALLAGHER: So that
12 would appear applicable only if you're going to make an
13 award beyond 50,000. Is that correct?

14 MR. PAKELE: It would be applicable if
15 you'd made any award. And, by the way, in addition of
16 an award -- wait, an additional -- an award of not more
17 than 50,000. So, basically, this program has the power
18 to say not only are we going to pay for your medicals,
19 not only are we give you lost wages, we have the power
20 to give you an additional 50,000 depending on cash flow
21 of the program. So, I'd ask -- so I -- a couple of
22 questions for Mr. Crown later in the proceeding would
23 be what's the program got.

24 Now, set that aside for a second because
25 I think in the spirit of the statute, we're going to

54
fr

1 look at --

2 APPEALS OFFICER GALLAGHER: Okay. If I
3 -- I'm going to interrupt you at this point, though, --

4 MR. PAKELE: Okay.

5 APPEALS OFFICER GALLAGHER: -- because
6 it was my understanding from reading a prehearing
7 statement from you that it is approximately \$26,000
8 that's being sought.

9 MR. PAKELE: What? Well, first of all,
10 two things. Yes, because, and if I misread the
11 statute, I'd ask the -- for Court's help or Mr. Crown's
12 help, but the statute says that there's a 52-week
13 period here, we're look -- what, a 52-week period here
14 we're looking at. So what we try to do is calculate
15 what his lost wages would have been for that year and
16 we asked for that. And that was denied and that's what
17 we're going to talk about right now.

18 APPEALS OFFICER GALLAGHER: And that's
19 the 26,000?

20 MR. PAKELE: That's the \$26,000
21 (unintelligible). I'm just stating for purposes of
22 opening (unintelligible) --

23 APPEALS OFFICER GALLAGHER: Oh.

24 MR. PAKELE: -- across the deck --

25 APPEALS OFFICER GALLAGHER: Uh-huh.

1 MR. PAKELE: -- you know, if the statute
2 means this. If the policy of this -- well, you know,
3 the policy of State to provide the benefits, and by the
4 way, if you prove to us you're a victim of crime and
5 you prove to us you're hurt and then you give us some
6 proof about, you know, to your lost wages, we're going
7 to take a look at that, and at the end of the day,
8 depending on what we feel about the program, I think it
9 would probably be voluntary. I don't think it's
10 mandatory that they give you -- him extra monies, but
11 I'm just saying in the context of understanding the
12 statute, that if the program has a lot of money, they
13 can unilaterally even give more.

14 APPEALS OFFICER GALLAGHER: Uh-huh.

15 MR. PAKELE: But that's a decision they
16 have to make and now I want to move to my calculations.

17 APPEALS OFFICER GALLAGHER: Okay.

18 MR. PAKELE: Okay? Okay. Having said
19 that, when we look at the claims packet that I have
20 marked here, the first exhibit in the claims packet
21 that I have marked here is from Accurate Painting,
22 Inc., signed by Melissa Evanson (ph), the President.
23 Now, we have to look, you know, for the purposes of the
24 Court, the date of injury is 3/17/03. The date of this
25 affidavit is 4/21/11, years later. He was told, my

1 client, go get proof. Go get proof. He finally got
2 the president of the company to fill out this form that
3 says, "At the time of the injury, he was working 23
4 hours a week, \$14.50, and the total amount of wages
5 lost by the employee due to the crime and injuries,"
6 she put in here an "N/K," not known.

7 Having said that, in the second page on
8 the letter, it says here, "Ms. Evanson, President" --
9 dated now 4/21/11, so relatively, well, contemporaneous
10 with this application form, she states here, "As we
11 have recently" -- "to whom it may concern", concerning
12 Thomas Shea. "As we recently purged our files,
13 unfortunately the data as it relates to Mr. Shea was
14 shredded last fall. Although, I do have personal
15 recollection of his employment. Though I am unable to
16 confirm dates, dollar amounts, etc." It goes on to
17 say, "However, I can confirm that Thomas Shea was a
18 formal, part-time seasonal employee of Accurate
19 Painting." I argue in my brief what that means by way
20 of argument, which is that he can't paint in the winter
21 --

22 APPEALS OFFICER GALLAGHER: Uh-huh.

23 MR. PAKELE: -- pretty much. So I use a
24 nine-month basis, I think, to try to make -- well, he
25 would have worked for nine months of a year had he not

1 had this particular -- egregious injuries. In the next
2 affidavit I have, I have from Luciano's and that's on
3 Bate 3. In it, the owner of the company, Melanie
4 Paluci (ph) says that he was working 22 hours a week,
5 \$14 an hour and she, too, wrote in, "Not known in terms
6 of total amount lost due to crime injuries."

7 She writes a letter and a
8 contemporaneous, I believe, if I can look back -- a
9 couple of months, a little later, she writes this
10 letter dated 4/14/11. "Thomas Shea was employed by
11 Luciano's to paint the interior of a new restaurant.
12 After completing approximately one third of the
13 project, he was severely injured and unable to continue
14 to work. He not only lost income he would have
15 received, had he been able to complete the painting
16 job, he lost the opportunity to take a full-time
17 position once the restaurant opened."

18 And I would tell you that Mr. Shea was
19 going to testify today that he was working there for
20 two months. It wasn't just painting inside. He was
21 doing a lot of interior work. They're doing a remodel
22 in the new restaurant that they've opened down on --

23 MR. SHEA: McCarren.

24 MR. PAKELE: Down on -- off of

25 McCarren, --

1 MR. SHEA: Right.

2 MR. PAKELE: -- which maybe all of us
3 have been to at one time or other. And he estimates,
4 and by proffering this proof and Court can ask, but he
5 estimates that he was working there two months, it was
6 a six month's job and he was going to roll right into
7 being a full-time waiter. Now, according to my client
8 and by way of proffer of evidence, he's going to tell
9 the Court that he was promised this full-time
10 employment, would have rolled, and was promised it
11 would definitely be more, but no less than what he's
12 operating as a painter. He was going be a full-time
13 food server there at the restaurant, which, at least
14 it's confirmed here in this letter.

15 Now, as far as the proof, and him going
16 back and trying to find proof, that's what we've got.
17 And I argued in here, in terms of trying to calculate,
18 and maybe if you don't agree with the calculation or
19 they don't agree with any of the assumptions and we'll
20 hear from Mr. Crown on that. And I may have made a
21 mistake here on my calculations because I was silly
22 just to use four weeks at -- you know, four weeks and
23 nine months is probably okay. But when you say -- it
24 actually comes to a little more if you use a 52-week
25 schedule. And I made a mistake. That's my fundamental

1 mistake that I made because four weeks times 12 -- four
2 weeks times 12 months is only 48 weeks and we all know
3 that a year has 52 weeks because not all months have 28
4 days. Do you understand?

5 APPEALS OFFICER GALLAGHER: Uh-huh.

6 MR. PAKELE: Okay. So it's my fault on
7 that. So, but at least I got some figures out that I
8 think are supported by the hours and the amount of
9 hours that he's working and supported by the hourly
10 rates that he was making and established here. And
11 that's where we ask -- where we're at and, certainly,
12 my client would appreciate any funds that the program
13 would be able to give him.

14 APPEALS OFFICER GALLAGHER: Uh-huh.

15 MR. PAKELE: But he certainly
16 (unintelligible) provided appropriate proof to receive
17 some funds from the program. And (unintelligible).

18 APPEALS OFFICER GALLAGHER: Okay. Okay.
19 Mr. Crown, I'm eager to hear. This specific appeal
20 before me was denied on the basis that the sufficient
21 documentation to support the claim for lost wages was
22 not provided. What statute, reg or policies of the
23 Victims of Crime Program were you relying upon in such
24 regard and what specific documentation do you need that
25 you weren't provided?

1 MR. CROWN: Well, on -- as far as the
2 worksites, I have another couple of comments about the
3 testimony we've just heard.

4 APPEALS OFFICER GALLAGHER: Well, that
5 was argument. That wasn't testimony.

6 MR. CROWN: Okay.

7 APPEALS OFFICER GALLAGHER: We'll be
8 hearing from Mr. Shea in a moment.

9 MR. CROWN: Okay. All right. The thing
10 that I told Tommy when he came in -- at the direction
11 of the head office, they said get the dates that he was
12 unable to work. You know, they wanted in writing
13 something to show that he was unable to work from March
14 -- what was the date of the crime, the 17th, was it?

15 MR. PAKELE: Yeah, 17th.

16 MR. CROWN: Seventeenth forward and we
17 never got any -- either of those Employers to have any
18 kind of dates and so I was told to deny this and that's
19 why. And Sondra (ph) affirmed that same thing. It was
20 my argument then and always has been. No dates. They
21 said, yeah, Tommy worked here and he was going to be a
22 waiter and all kinds of stuff, that they didn't say the
23 year, the date, when he worked, anything like that and
24 that was required by the Las Vegas -- by the
25 coordinator.

61
57

1 APPEALS OFFICER GALLAGHER: All right.

2 We'll I'm --

3 MR. CROWN: I couldn't get the dates --

4 APPEALS OFFICER GALLAGHER: Well, if I
5 can interrupt, because I want to make sure I understand
6 your position.

7 MR. CROWN: Yeah.

8 APPEALS OFFICER GALLAGHER: I'm looking
9 at a copy of the State of Nevada Victims of Crime
10 Program, Employer's Verification of Employment and Lost
11 Wages form.

12 MR. CROWN: Yes.

13 APPEALS OFFICER GALLAGHER: So that is
14 your Agency's form?

15 MR. CROWN: Right.

16 APPEALS OFFICER GALLAGHER: Now, where
17 on this form is it incomplete in regards to the dates
18 of being unable to work? Or is that question even
19 asked on your form?

20 MR. CROWN: No. It just says what dates
21 -- on the form that we have on our website, which is a
22 new form compared to the one Tommy had, his Employer
23 could at least tell us the dates. One of the
24 requirements, Your Honor, is that they be working at
25 the time of the injury to collect benefits from this

62
✓0

1 program as being unable to work. If you review Tommy
2 Shea's application for benefits, he does not say he was
3 working.

4 APPEALS OFFICER GALLAGHER: Well, the
5 letter from -- at least the letter from one of the
6 employers clearly indicates he was unable to continue
7 to work --

8 MR. CROWN: Yeah. So --

9 APPEALS OFFICER GALLAGHER: -- because
10 of the injury. So that implication appears obvious
11 from one of the documents submitted to the Victims of
12 Crime Program. Does it not?

13 MR. CROWN: Yes. I agree with it, but I
14 was directed by the coordinator to deny it because --

15 APPEALS OFFICER GALLAGHER: Well,
16 perhaps the coordinator is the individual who should be
17 appearing at these hearings then, Mr. Crown. Would you
18 disagree with that?

19 MR. CROWN: Well, it was Barbara Booze
20 (ph) who is the manager and represents the coordinator.
21 And their take in Las Vegas was because he didn't fill
22 out any Employer at the time of the application and
23 that it was -- many years later, he said, oh, I never
24 got any benefits, I couldn't work. Then I said why
25 didn't you get that in the beginning when you -- you

63
51

1 know -- (unintelligible)

2 APPEALS OFFICER GALLAGHER: Okay. Now,
3 you have just raised an issue, Mr. Crown, that I note
4 was the basis for one previous denial in regards to
5 lost wages --

6 MR. CROWN: Right.

7 APPEALS OFFICER GALLAGHER: -- and that
8 was the lapse of time. What happened to that theory of
9 denying benefits?

10 MR. CROWN: I don't know.

11 APPEALS OFFICER GALLAGHER: You don't
12 know?

13 MR. CROWN: No. Because I think we've
14 been through this a couple of times. And, you know,
15 like I said, when they -- was the -- it was the Las
16 Vegas Office that said it's been too long, deny it and
17 get some dates --

18 APPEALS OFFICER GALLAGHER: But the
19 denial that I have jurisdiction over before -- over
20 today, Mr. Crown, is not on the basis that it's been
21 too long.

22 MR. CROWN: Right.

23 APPEALS OFFICER GALLAGHER: The denial
24 that I have jurisdiction over is that the information
25 that would reasonably support a claim for lost benefits

1 has not been provided.

2 MR. CROWN: Right. Okay.

3 APPEALS OFFICER GALLAGHER: And I'm
4 asking you, what information have you not been provided
5 that statute, regulation or policy requires? Not
6 anything but statute, regulation or policy. State a
7 policy that has been approved by the Board of
8 Examiners. So you're telling me that you didn't have
9 the dates that Mr. Shea was unable to work?

10 MR. CROWN: Yeah, but I understand what
11 you're saying on this implication. He couldn't
12 continue work. That should mean that he can't work.

13 MR. PAKELE: Your Honor, we have -- both
14 letters say that.

15 APPEALS OFFICER GALLAGHER: Both letters
16 say that, Mr. Crown.

17 MR. CROWN: Okay. Then I would agree he
18 cannot work.

19 APPEALS OFFICER GALLAGHER: All right.
20 Was there any other information, documentation,
21 specific that has been put into statute, regulation or
22 approved policies that Mr. Shea's application lacks?

23 MR. CROWN: No. You're correct. There
24 is no other -- there is no other statute that says he
25 shouldn't get wage loss -- that he's not fulfilled

65
B

1 because there's no statute that says if you don't fill
2 it in, that you had a job. That doesn't mean he
3 shouldn't get it if he can prove that he worked and
4 he's done that.

5 APPEALS OFFICER GALLAGHER: All right.
6 I'm going to ask one more time. Is there any other
7 documentation upon which denial of this wage loss claim
8 can be based?

9 MR. CROWN: Not written documentation.
10 No, I don't think there's a time limit in the -- it
11 does not say that you have to do it the same year. Is
12 that what you mean? I don't know of any other statute
13 that denies him, other than what we're talking about
14 today. The denial was based on, what I was told, from
15 Las Vegas that there was no dates and to -- and he had
16 to provide dates. But I would agree that the Las Vegas
17 Office has no other reason to deny him benefits, nor do
18 I.

19 APPEALS OFFICER GALLAGHER: All right.
20 Thank you very much.

21 MR. CROWN: You're welcome.

22 APPEALS OFFICER GALLAGHER: Would you
23 like to have your witness testify?

24 MR. PAKELE: I would, Your Honor.

25 APPEALS OFFICER GALLAGHER: Sir, could I

1 ask you to move to this chair, please?

2 MR. SHEA: Sure.

3 APPEALS OFFICER GALLAGHER: And I have
4 to make you do that because I need you there right by
5 that microphone because it's recording everything
6 that's said, --

7 MR. SHEA: Okay.

8 APPEALS OFFICER GALLAGHER: -- so that I
9 have a record of my hearing. Now, Mr. Crown, I want to
10 make sure that, given the distance that Mr. Shea is
11 sitting from the telephone, that you can hear his
12 testimony. So I'm going to have him say a few words
13 and you're going to let me know whether or not you can
14 hear him.

15 MR. CROWN: Okay.

16 APPEALS OFFICER GALLAGHER: Okay.

17 MR. SHEA: Top of the morning to you,
18 Mr. Crown. Can you hear me?

19 MR. CROWN: I can hear you well, Tommy.

20 MR. SHEA: Okay.

21 APPEALS OFFICER GALLAGHER: Okay. Well
22 done. Thank you very much. Mr. Shea, the microphone
23 is recording everything so that I have a record of my
24 hearing. Also, all testimony taken in this form is
25 taken under oath or affirmation. May I place you under

67
✓

1 oath or affirmation?

2 MR. SHEA: Yes, ma'am.

3 APPEALS OFFICER GALLAGHER: Would you
4 raise your right hand? Do you solemnly swear or affirm
5 that the testimony that you are about to give will be
6 the truth, the whole truth and nothing but the truth?

7 MR. SHEA: Yes.

8 APPEALS OFFICER GALLAGHER: Thank you.
9 All right. Mr. Pakele, you may proceed with direct
10 examination of Mr. Shea.

11 MR. PAKELE: Thank you.

12 DIRECT EXAMINATION BY MR. PAKELE:

13 Q. Mr. Shea, do you know Mr. Crown?

14 A. Yes, sir.

15 Q. Okay. And he worked for the Victims of Crime
16 Program here in the state of Nevada.

17 A. That's correct.

18 Q. And on March 17, 2003, you were injured.

19 A. That's right.

20 Q. Okay. Where were you?

21 A. I was at a particular area of downtown Reno
22 shortly after --

23 Q. Don't get too nervous about testifying here,
24 about a particular area, just tell me where you were.

25 A. It was a, I don't recall the address, it

1 was --

2 Q. Okay.

3 A. -- outside of a residence.

4 Q. Okay. And you were -- you -- what happened
5 to you?

6 A. Some bands were playing. There was very
7 notable people in town, celebrities, what not. A fight
8 broke out and I was struck in the face with a glass, a
9 beer mug, substantial blow to where --

10 Q. Were you fighting with anybody? You weren't
11 fighting with anybody, were you?

12 A. No. I wasn't fighting with anybody, no.

13 Q. So you --

14 A. Just wrong place, wrong time.

15 Q. You were just a bystander?

16 A. That's right.

17 Q. Okay. Now, I note that -- can you turn your
18 head to the left. I note a disfigurement, a big scar
19 on your face.

20 A. Uh-huh.

21 Q. And it surrounds from the eye socket all the
22 way down to the cheek in a big semi-arch circle. Is
23 that correct?

24 A. That's right.

25 Q. Okay. Is that where you got hit?

1 A. That's right.

2 Q. Okay. Your eye, your right eye, prosthetic
3 eye?

4 A. Prosthetic.

5 Q. You lost your eye.

6 A. I did.

7 Q. Your left eye has been -- has been affected
8 as well?

9 A. That's correct. My right eye was my dominant
10 eye.

11 Q. Uh-huh.

12 A. So through the procedures of trying to regain
13 vision, the left eye started to mimic the dominant
14 eye --

15 Q. Uh-huh.

16 A. -- which formed what's known as spots,
17 grandma spots, floaters, so...

18 Q. And your ophthalmologist told you that?

19 A. Uh-huh.

20 Q. Okay. So you have vision problems in your
21 left eye as well?

22 A. Uh-huh.

23 Q. Okay. What happened in --

24 APPEALS OFFICER GALLAGHER: Do you know
25 -- I need you -- and I understand "uh-huh," --

1 MR. SHEA: Oh, yes. Oh.

2 APPEALS OFFICER GALLAGHER: -- but for
3 the record, I need you to say "yes."

4 MR. SHEA: Sorry.

5 Q. You got to say yes or no or --

6 A. Yes.

7 Q. -- and then explain. Okay. Thank you.

8 Okay, so you broke your jaw?

9 A. Fractured.

10 Q. Fractured your jaw and you broke teeth?

11 A. Yes, sir.

12 Q. Okay. Now, you applied to the program, the
13 Victim of Crime Program.

14 A. I did.

15 Q. Okay. And they paid medical expenses.

16 A. They have.

17 Q. When you got hurt, your -- is it your
18 ophthalmologist's position -- well, let me take that
19 back. Let me start again. What did your
20 ophthalmologist tell you about how long you would be
21 disabled from working?

22 A. I am currently disabled as of right now. And
23 my ophthalmologist was very stern that I would not be
24 able to work. He was very stern on the fact that I
25 should not work and could not work because of the

71
69

1 delicacy of the procedure and the amount of procedures
2 to follow soon after.

3 Q. So they -- so you didn't lose your eye just
4 right away. They tried to do a retinal reattachment,
5 didn't they?

6 A. And it has to be an exact amount of days
7 within a certain window of days to do that procedure.

8 Q. You had an operation that tried to do a
9 retinal reattachment, correct?

10 A. Several.

11 Q. Several. And so during that process --

12 A. It took exactly one year for the cornea
13 transplant to be accepted by the eye, so to speak,
14 so --

15 Q. So you couldn't do anything weird during that
16 or you couldn't work during that time period. You
17 couldn't do any athletics during that time period or --

18 A. The fact that I lost the dominant eye, you
19 know, if you were to close one eye, close the other
20 eye, you see a difference. That's the difference that
21 I'm off and every movement I make --

22 Q. What I'm --

23 A. -- steps, placing a glass on the table, a
24 coffee mug, or anything.

25 Q. Tommy, Tommy, what I'm trying to get at is

72
70

1 you didn't just -- they didn't just give you a
2 prosthetic eye in your right eye.

3 A. Huh-uh.

4 Q. They spent months and months trying to
5 reattach the retina and it failed eventually. Is that
6 correct?

7 A. Correct.

8 Q. And then you had your prosthetic eye put in.
9 Is that right?

10 A. That's right.

11 Q. And during this long process that you tried
12 to do that, your physician told you not to work because
13 of the delicacy of the situation. Is that correct?

14 A. Of course. And the work I was in, I would
15 not be able to do. It would not be safe, whatsoever.
16 Working construction, painting, anything of that
17 nature, placing -- it's hard for people to understand,
18 I guess. Placing a foot in front of another foot and
19 balancing, I have no balance, I have no depth
20 perception -- no depth perception, whatsoever.

21 Q. It's not too good for painting then.

22 A. No depth perception, right.

23 Q. Okay.

24 APPEALS OFFICER GALLAGHER: If I can
25 interrupt at this point. Have you been able to receive

1 any other form of wage loss benefits? For example, was
2 there a private disability policy that you got benefits
3 from?

4 MR. SHEA: No compensation, whatsoever.

5 APPEALS OFFICER GALLAGHER: Any social
6 security disability?

7 MR. SHEA: No.

8 APPEALS OFFICER GALLAGHER: Have you
9 applied in that regards?

10 MR. SHEA: I have.

11 APPEALS OFFICER GALLAGHER: So that's
12 pending?

13 MR. SHEA: Somewhat pending, yes.

14 APPEALS OFFICER GALLAGHER: Uh-huh.

15 MR. SHEA: And if it does go through,
16 then I would be paying back the (unintelligible) time
17 for the --

18 APPEALS OFFICER GALLAGHER: Uh-huh. Uh-
19 huh. And there may well be in the future other types
20 of work, you're a very young man, --

21 MR. SHEA: It'd be --

22 APPEALS OFFICER GALLAGHER: -- other
23 types of work that you can be interested in and trained
24 and educated for.

25 MR. SHEA: Certainly.

1 APPEALS OFFICER GALLAGHER: Okay. Okay.

2 MR. PAKELE: Thank you.

3 Q. But for the process of trying to save your
4 eye, that was a year-long process?

5 A. Years. I have a specialist here in Reno and
6 I have a specialist in Sacramento.

7 Q. Okay. So you're not getting --

8 A. But it was --

9 MR. PAKELE: One second. Your Honor,
10 can I just -- I -- just inquire into the program for
11 one second because I just don't have a lot of
12 experience in doing these.

13 APPEALS OFFICER GALLAGHER: Uh-huh.

14 MR. PAKELE: If you get social security,
15 if he does -- does he have to pay back the program?

16 APPEALS OFFICER GALLAGHER: I don't know
17 about the repayment --

18 MR. PAKELE: Okay.

19 APPEALS OFFICER GALLAGHER: -- but I do
20 know that Victims of Crime Program is mandated by
21 statute and regulation to be cognizant of what other
22 benefits are being received.

23 MR. SHEA: Uh-huh.

24 MR. PAKELE: Thank you.

25 APPEALS OFFICER GALLAGHER: So that was

1 the purpose of my question.

2 MR. PAKELE: Thank you very much, Your
3 Honor.

4 Q. So, in turn, you were working with Accurate
5 Painting at the time that you were injured?

6 A. Yes.

7 Q. Okay. And did your Employer fill out this
8 form saying you were making \$23 an hour -- strike that.
9 You were working 23 hours a week and making \$14.50 an
10 hour working for them?

11 A. That's right.

12 APPEALS OFFICER GALLAGHER: And this was
13 at the time of injury?

14 MR. SHEA: That's right.

15 APPEALS OFFICER GALLAGHER: Okay.

16 Q. Okay. And then you were also working for
17 Luciano's?

18 A. That's right.

19 Q. Now, what were you doing for Luciano's?

20 A. His original --

21 Q. The form says -- well let me -- and then I'm
22 going to open it up to get that answer. Let me get
23 this out of the way. The -- your form that the owner,
24 Melanie Puluci of Luciano's said you were 22 hours a
25 week and you were making \$14 an hour.

76
74

1 A. Luciano has always been a good family friend,
2 so I did his original restaurant when his restaurant
3 caught on fire.

4 Q. Uh-huh.

5 A. And he then hired me on to his new -- excuse
6 me -- to his new restaurant on McCarran, which was a
7 complete restaurant, remodeled, renovation and
8 remodeled, --

9 Q. Okay.

10 A. -- which included the paintings -- doing the
11 brickwork, the granite bar and the wine rack.

12 Q. Okay. So you were doing much more just
13 painting. How long were you working at that? And this
14 was a part-time job as well. How long were you working
15 at Luciano's before you had the injury?

16 A. A couple of months.

17 Q. Okay. Now, I do note that in a document that
18 has been admitted into evidence, it says that after
19 completing approximately one-third of the job, you were
20 severely injured and unable to work. If you worked
21 there two months, would it have been reasonable to
22 suggest that the project at least would be --

23 A. About six months.

24 Q. It takes six months?

25 A. Right.

1 Q. Okay. Now, and after that, it says here he
2 not only lost the income he would have received, had he
3 been able to complete the painting job, he lost the
4 opportunity to take a full-time position once the
5 restaurant opened. Tell me about that. Were you given
6 a -- you were working with Luciano's. Did they give
7 you a job offer after this job completed?

8 A. The plan was that I would be taking on a
9 full-time position as a server at Luciano's after the
10 restaurant remodel and reopening the restaurant.

11 Q. And they offered that to you?

12 A. Yes.

13 Q. Okay. And in terms of establishing, you
14 know, because part of it is a tip -- part of it is a
15 tip situation. Is that correct?

16 A. Uh-huh.

17 Q. Or do you know?

18 A. Yes.

19 Q. What did Luciano tell you tell in you in
20 terms of what you would be making at Luciano's after
21 you completed this restaurant renovation?

22 A. There was no discussion about financial
23 matters of how much I would be making as far as --
24 that's kind of a private issue when you deal with tips
25 and servers, unless you're tipping out the owners

TB
76

1 themselves. Servers are --

2 Q. You're on a tip pool?

3 A. Servers of a restaurant tip out their bus
4 boys. They tip out their cooks and their bar backs if
5 they're making drinks.

6 Q. So they offered you a job to pay, but they
7 pay a certain amount of salary and then a certain
8 amount of tips. Is that correct?

9 A. That's correct.

10 Q. Okay. What was offered you in terms of
11 Luciano's?

12 A. Luciano's would be minimum wage --

13 Q. Uh-huh.

14 A. -- plus tips.

15 Q. Okay.

16 A. And tips generally, most of time, are
17 substantially more than your monthly income.

18 Q. Okay. If I told you, would it be fair to say
19 you'd be making more at Luciano's as a food server as
20 opposed to doing the restaurant model? Would I be
21 right or wrong?

22 A. You would be correct.

23 Q. Okay.

24 APPEALS OFFICER GALLAGHER: And how many
25 hours a week was that going to be?

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. SHEA: Full time.

APPEALS OFFICER GALLAGHER: And what's full time as a waiter?

MR. SHEA: Well, let's see. The restaurant opens at 4:00 and that would be six hours a day, you know, or, you know, afternoon and night. So full time would be 36 hours, just shy of 40.

MR. PAKELE: I have no further questions of this witness, unless the Court wants me to inquire into certain areas.

APPEALS OFFICER GALLAGHER: No, not at this time. Mr. Crown, do you have any questions for the witness?

MR. CROWN: Yeah, I just have one question. Based on what we pay victims of crime benefits for lost wages currently, is \$70 a day or \$350 a week, tax-free, for 52 weeks. So, it sounds as if Tommy Shea, with the two jobs, would have met that number anyway. Would have been over 70 a day, meaning -- our max is 70 a day. So it doesn't matter if he was employed at the time and had two jobs and was disabled for a year and we would pay him 350 a week for 52 weeks, if his doctor said he couldn't work for a year. So it's not relevant as to how much he made in tips if -- the two jobs certainly would combine to make max of

80
70

1 70 a day. Would it not?

2 MR. PAKELE: Yeah, I'm sure it would.

3 MR. CROWN: So -- yeah. So the
4 discussion of if he was working one day before and two
5 days after the -- one day before the accident like
6 workers comp, he'd be eligible then for a maximum of 70
7 a day or 350 bucks a week for 52 weeks if the doctor
8 disabled him for a year because that was -- that's --
9 we'd pay for one year because Social Security starts
10 after a person is unable to work for a year. So it
11 wouldn't matter how much.

12 MR. PAKELE: Your Honor, may I respond?

13 MR. CROWN: You know, if he -- yeah. If
14 he made \$72 a day after taxes between the two jobs, we
15 would pay 70 for as long as the doctor said he was
16 disabled, up to a year.

17 MR. PAKELE: Then, Your Honor, if that
18 is the position of the program, we'll take it. We'll
19 not only take it, we'll also ask that considering the
20 severity of the injuries, if there's any additional
21 funds that the program would like to give him in that
22 Subsection B where they can voluntarily give him more
23 on the basis of what's happened, we'd ask that the
24 program give him that. We don't have authority to
25 argue that the program give him that, but we'd ask that

1 the program take a look at how much money's in there.
2 Now, my client, the Claimant, has said he's looked
3 because he -- the way of -- going on the internet and
4 to see -- and, according to him, at least, he said
5 there's millions and millions in the program. I think
6 he qualifies. We'll take the minimum and ask the
7 program. Maybe he should give him a little more,
8 considering that the program has that ability to do
9 that, considering the nature and the seriousness of his
10 injuries and that's where we're coming from.

11 APPEALS OFFICER GALLAGHER: I want both
12 of you to check my quick math. That's 350 a week for
13 52 weeks. Does that -- no wait.

14 MR. CROWN: Tax free.

15 APPEALS OFFICER GALLAGHER: Yeah, tax
16 free. So what is that on an annual basis?

17 MR. CROWN: That's eighteen something.

18 MR. PAKELE: It's 18,200.

19 MR. CROWN: Yeah.

20 MR. PAKELE: \$18,200, tax free, Your
21 Honor.

22 APPEALS OFFICER GALLAGHER: Okay.

23 MR. CROWN: Now the \$50,000 maximum
24 claim at that time has now been changed to 35,000
25 maximum claim, but they have a catastrophic paragraph

1 where the lawyer would have to apply to the coordinator
2 to increase that 35, which used to be 50. If they go
3 by the 50 at time of Mr. Shea's award letter, then they
4 could ask for another hundred, but that doesn't mean
5 that he gets extra wages.

6 APPEALS OFFICER GALLAGHER: Right.

7 Gotcha.

8 MR. CROWN: (Unintelligible).

9 MR. PAKELE: (Unintelligible).

10 MR. CROWN: Yeah. Now, one other thing
11 is as we talked about the -- as Tommy talked about
12 getting -- the police report that you have in your file
13 has a brief description of the crime. Is now the time
14 to mention that?

15 APPEALS OFFICER GALLAGHER: Go ahead.

16 MR. CROWN: (Unintelligible) Shea was
17 hit in the eye with a shot glass and it appears as if
18 his eye was cut in half. There's no mention of any jaw
19 or teeth, so it looked like Shea was losing his right
20 eye. And there's no mention of any other injury.

21 APPEALS OFFICER GALLAGHER: Well, but
22 it's my understanding, Mr. Crown, that that was
23 litigated. Am I incorrect that the --

24 MR. CROWN: I think --

25 APPEALS OFFICER GALLAGHER: -- benefits

1 for the teeth and the jaw were ultimately provided to
2 Mr. Shea?

3 MR. CROWN: I don't think so. I think
4 that the teeth came later and I don't think he ever
5 established by a dentist that that was part of the
6 crime.

7 APPEALS OFFICER GALLAGHER: Okay. Well,
8 the --

9 MR. CROWN: But the lawyer has something
10 showing that the dentist --

11 APPEALS OFFICER GALLAGHER: Well --

12 MR. CROWN: -- says he has --

13 APPEALS OFFICER GALLAGHER: -- the
14 lawyer, Mr. Pakele, has indicated that he was not
15 provided all of the files as he requested. So perhaps
16 you can assist him in gaining retrieval of that. I'm
17 not at all certain that it's relevant to the question
18 before us today.

19 MR. CROWN: Right. I agree.

20 APPEALS OFFICER GALLAGHER: Because the
21 mere loss, and I have to take away the word "mere," the
22 loss of one eye and the partial loss of vision on the
23 remaining eye are -- and the treatment necessary for
24 those eyes clearly appear sufficient to prevent Mr.
25 Shea from performing --

1 MR. CROWN: Yes.

2 APPEALS OFFICER GALLAGHER: --

3 continuing to perform his work either as a waiter or
4 his perspective -- or painter --

5 MR. CROWN: Yes.

6 APPEALS OFFICER GALLAGHER: -- or his
7 perspective work as a waiter. However, Mr. Pakele, do
8 I have a clear statement from the doctor in that
9 regard, from the ophthalmologist that says that Mr.
10 Shea was disabled for this entire year from his
11 employment as a painter?

12 MR. PAKELE: Your Honor, I don't know
13 what the -- I don't know what the medical file has
14 because I didn't get the entire medical file, because
15 it's like voluminous.

16 APPEALS OFFICER GALLAGHER: Uh-huh.

17 MR. PAKELE: And I requested both files.
18 I mean, I can show you my letter. And I got this and
19 in here I don't have a particular record saying -- to
20 say from the ophthalmologist that he was definitely
21 disabled for an entire year. What I do have is --

22 APPEALS OFFICER GALLAGHER: Well, I
23 think --

24 MR. PAKELE: -- evidence of testimony
25 from my client today. I mean, in a perfect world, I'd

1 reach here and say -- show you.

2 APPEALS OFFICER GALLAGHER: Yeah.

3 MR. PAKELE: But, I don't.

4 APPEALS OFFICER GALLAGHER: Right.

5 MR. PAKELE: But I --

6 APPEALS OFFICER GALLAGHER: Right.

7 Right.

8 MR. PAKELE: I can't fight cases I find

9 that --

10 APPEALS OFFICER GALLAGHER: Well, of
11 course, you do.

12 MR. PAKELE: Thank you.

13 APPEALS OFFICER GALLAGHER: I'm simply
14 suggesting that that would be a clean and neat and
15 clear attachment to this matter and could be
16 retrospectively considered. That is, if the current or
17 the treating ophthalmologist at the time could write a
18 letter for our file that says Mr. Shea was disabled
19 from employment as a painter and certainly as a waiter
20 from such a period of time to such a period of time.

21 MR. SHEA: You know, that is in the file
22 from Dr. Durant --

23 APPEALS OFFICER GALLAGHER: Okay.

24 MR. SHEA: -- at Sierra Eye in Reno.

25 APPEALS OFFICER GALLAGHER: Okay.

1 MR. SHEA: He clearly states, that,
2 yes --

3 APPEALS OFFICER GALLAGHER: Clearly
4 states that. I did see in my review of the various
5 files a letter somewhat to that and that might be
6 enough.

7 MR. SHEA: Okay.

8 APPEALS OFFICER GALLAGHER: But I'm just
9 simply saying to dot everyone's "I's" and cross
10 everyone's "T's", let's make sure there's -- there is
11 such a letter in the file.

12 MR. PAKELE: Well, Your Honor, having
13 said that, if we had to go get the letter -- go get
14 letters, I would just say -- oh, I don't know where the
15 doctor is now. It costs money to -- I mean, have you
16 -- any time a lawyer wants to get something from a
17 doctor, it immediately -- and, okay, well, that's a
18 report, it's going to cost 500 bucks and send me the
19 check.

20 APPEALS OFFICER GALLAGHER: Well, I
21 don't doubt that if you were to make such a request, it
22 would -- the response would be that, but perhaps if Mr.
23 Shea -- is your ophthalmologist still in town?

24 MR. SHEA: He is.

25 APPEALS OFFICER GALLAGHER: Yeah. I bet

87
9/5

1 if Mr. Shea was to go to his ophthalmologist and even
2 with a suggested format of a letter to make it easy, I
3 bet -- but, we may not need that. It may already be in
4 the file. It may be easier to go that route, though,
5 than to go through all the files looking for it. So,
6 Mr. Crown, I have the impression that if I was to issue
7 a decision that indicated that sufficient documentation
8 has been provided, if one considers the documentation
9 that statute policy and/or regulation states as
10 required has been provided and remand this to you for a
11 new determination, that such could occur, would you
12 have all the information that you would need then?

13 MR. CROWN: Yeah. And if I have the
14 dates that it wasn't a year, that would make it even
15 easier.

16 APPEALS OFFICER GALLAGHER: Yeah. Yeah.
17 Now --

18 MR. CROWN: And I'm sure, as you said,
19 Your Honor, Tommy could just pick up on a prescription
20 pad note the doctor's records and drop it off here that
21 say, you know, he's been -- he was my patient way back
22 when, he was unable to work for at least a year, we'd
23 accept that. He's the treating physician at Sierra
24 Eye. Is that what he said?

25 APPEALS OFFICER GALLAGHER: Yes.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. CROWN: Yeah.

APPEALS OFFICER GALLAGHER: Yeah, but that -- that's certainly my intention at this point in time to --

MR. SHEA: You know, I did fly up from southern California to take care of this matter. This isn't just a chip down the road for me and it's been several years.

APPEALS OFFICER GALLAGHER: I know. I'm sorry, sir. But I --

MR. SHEA: The easiest route would be --

APPEALS OFFICER GALLAGHER: Yeah. I'm unaware and certainly in the workers compensation --

MR. SHEA: Very appreciated.

APPEALS OFFICER GALLAGHER: -- arena, I have limited ability to pay -- provide a person transportation costs. I am unaware if I have such ability in victims of crime appeals. Are you aware of that, Mr. Pakele or Mr. Crown?

MR. PAKELE: Your Honor, I'm not aware of that. I'd like Mr. Crown to weigh in on that.

MR. CROWN: You mean, for -- to provide a benefit for flight?

APPEALS OFFICER GALLAGHER: Yes, or transportation.

89
X

1 MR. CROWN: No, I think because he's the
2 moving party, they probably wouldn't pay it.

3 APPEALS OFFICER GALLAGHER: Well, I know
4 in workers comp, the moving party gets paid if he wins.

5 MR. CROWN: Oh.

6 APPEALS OFFICER GALLAGHER: But I'm not
7 at all certain -- I tell you what. That can be the
8 subject of a motion, if Mr. Pakele finds some authority
9 for that.

10 MR. PAKELE: Thank you, Your Honor.

11 APPEALS OFFICER GALLAGHER: You could
12 ask me to provide such via motion.

13 MR. PAKELE: Okay.

14 APPEALS OFFICER GALLAGHER: My knee jerk
15 reaction that -- my knee jerk reaction is often wrong,
16 but my knee jerk reaction is that I don't have the
17 authority in these types of cases.

18 MR. PAKELE: They -- but what the Court
19 does have the authority, if I could -- at this point in
20 time, pine in on Statute 217.140. It does -- it says
21 here, "The Hearing Officer, may as a party and order
22 enter pursuant to the provisions of 217.010 - 217.270,
23 inclusive, allow reasonable attorney's fees. But these
24 may not include 10 percent of the award. So we would
25 ask reasonable attorney's fees of 10 percent be tacked

1 on to whatever the ultimate award is and, hopefully, we
2 have one, and to make that motion right now and that
3 may take care of --

4 APPEALS OFFICER GALLAGHER: Okay.

5 MR. PAKELE: -- the (unintelligible) of
6 a transportation cost.

7 APPEALS OFFICER GALLAGHER: I need it in
8 writing. So if you would provide me --

9 MR. PAKELE: Need it in writing?

10 APPEALS OFFICER GALLAGHER: I know it
11 just adds to the attorney's fees, but if you could put
12 it -- give me a written motion --

13 MR. PAKELE: Okay.

14 APPEALS OFFICER GALLAGHER: --
15 requesting under that statute for attorney's fees.
16 It's the first such request that's ever been made of
17 me. I clearly want to consider it carefully.

18 MR. PAKELE: Well, thank you. I'll
19 brief you, depending on what happens.

20 APPEALS OFFICER GALLAGHER: Yeah.

21 MR. PAKELE: Thank you.

22 APPEALS OFFICER GALLAGHER: Yeah. So
23 anything further to say at this time, Mr. Crown?

24 MR. CROWN: I have nothing further, Your
25 Honor.

1 APPEALS OFFICER GALLAGHER: Okay. I've
2 heard everything I need to hear. Do you need to make
3 any additional comments, Mr. Pakele?

4 MR. PAKELE: No. No, Your Honor. By
5 way of opening statement, the same thing I said in the
6 beginning is the same thing I said now. You know, I
7 would say this. In a perfect world, we could snap our
8 fingers and get the exact information that we need.
9 However, over the process of a few years and a person
10 is unrepresented, you know, but doing the best he can
11 in the program and the program tells him to fill out
12 these forms. He filled them out and he keeps doing
13 what he has to do and time goes on. And I wouldn't --
14 until we are here today. He lives in California. It's
15 a tough call to come back up here. I am wondering how
16 long does he have to continue to try to access this
17 program, but my last closing remark says it's the
18 policy of this state to give him -- how long has he
19 been hurt? And they're sitting on a bunch of money
20 over there.

21 APPEALS OFFICER GALLAGHER: Well --

22 MR. PAKELE: But if -- then let me say
23 this, basically, his idea -- well, if they're not
24 sitting on a bunch of money in the Victims Program -- I
25 know the world has been a tough place. If they are

92
70

1 sitting on sufficient funds to give him some monies
2 under the program, he qualifies and he should get some.

3 APPEALS OFFICER GALLAGHER: Yeah.

4 MR. PAKELE: Thank you, Your Honor.

5 APPEALS OFFICER GALLAGHER: You bet.

6 That's all. We're going off the record. Bye Mr.

7 Crown.

8 MR. CROWN: Goodbye. Thank you.

9 APPEALS OFFICER GALLAGHER: Thank you.

10

11 (Proceeding concluded at 11:30 a.m.)

12

13

14

15

16

17

18

19

20

21

22

23

24

25

93
9/1

C E R T I F I C A T I O N

TITLE: In the Matter of the Contested Victims of Crime
Claim of: Thomas Shea

DATE: January 19, 2012

LOCATION: Carson City, Nevada 89701

The below signature certifies that the proceedings and evidence are contained fully and accurately in the digital audio files as reported at the proceedings in the above-referenced matter before the Department of Administration, Appeals Office.

DENISE SHOEMAKER
COURT REPORTING SERVICES

94
92

VAPDC

NEVADA DEPARTMENT OF ADMINISTRATION
BEFORE THE APPEALS OFFICER

1050 E. WILLIAM, SUITE 450
CARSON CITY, NV 89701

FILED

OCT 11 2011

DEPT. OF ADMINISTRATION
APPEALS OFFICER

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

In the Matter of the Contested
Industrial Insurance Claim of:

THOMAS SHEA,

Claimant.

Claim No: 05-10001641-CC

Hearing No: 35638-SA
35637-SA

Appeal No: 36299-DSG
36297-DSG

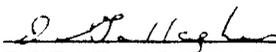
ORDER

For good cause, the Motion for Continuance is granted. This matter is
reset for hearing on:

DATE: Thursday, January 19, 2012

TIME: 11:00AM

IT IS SO ORDERED.


DEBORAH S GALLAGHER
APPEALS OFFICER

RECEIVED

APR 3 0 2012

CCSI

007
VOCP - FILING

95
9/3

1 GARY M. PAKELE, ESQ.
 2 Law Office of Gary M. Pakele
 3 432 Court Street
 4 Reno, Nevada 89501
 5 775.348.6699
 6 Attorney for Thomas Shea

7 **NEVADA DEPARTMENT OF ADMINISTRATION**
 8 **BEFORE THE APPEALS OFFICER**

9 In the Matter of the Contested Industrial
 10 Insurance Claim of :

Claim No: 05-10001641-CC
 Hearing No: 35638-SA
 35637-SA
 Appeal No. 36299-DSG
 36297-DSG

11
 12 THOMAS SHEA

13
 14 **CLAIMANT'S MOTION FOR SECOND CONTINUANCE OF HEARING**

15 COMES NOW Claimant THOMAS SHEA, by and through his Counsel, GARY M.
 16 PAKELE, ESQ., and hereby files his Motion for a Second Continuance of Hearing before this
 17 Appeals Officer now scheduled for Thursday, 10/17/11 at 9:00 a.m.

18 The first hearing was scheduled on 9/8/11, Claimant's Counsel filed his first motion for
 19 continuance due to the fact that Claimant had recently retained GARY M. PAKELE, ESQ. to
 20 represent him in this matter, and due to the fact that Claimant did not have the needed
 21 documents to proceed to hearing in this matter. Claimant's Counsel believed that he would be
 22 able to obtain the required documents necessary for the hearing scheduled for 10/17/11.

23 Claimant's counsel was wrong. The matter is far more complicated than Claimant's Counsel
 24 originally assessed. Therefore, Claimant respectfully requests that this Appeal's Officer grant a
 25 second continuance in this matter based upon the following.

26 Plaintiff's Counsel has recently had open discussions with George Crown the assigned
 27 compensation officer of the Victims of Crime Program. Mr. Crown has informed Claimant's

28
 29
 RECORDED
 OCT 18 2011
 VOCP - RENO

97
 9/5

1 Counsel that there was no question that Claimant was a victim of a violent crime on or about
2 3/17 03 when an unknown assailant attacked Claimant by hitting him in the face with a large
3 beer glass causing Claimant to suffer severe medical injuries including but not limited to being
4 totally blinded in one eye (now wearing a prosthetic eye), being partially blinded in the other
5 eye, and suffering dental injury to several teeth and a broken jaw. The problem is that there has
6 been difficulty in obtaining pay records from Claimant's previous employers, Luciano's
7 Restaurant and Accurate Painting, Inc., who Claimant was working for, both on a part-time
8 basis. Accurate Painting, Inc. has indicated that they have purged their files even though they
9 documented that Claimant was previously paid by them \$14.30 per hour for 23 hours per work
10 week, and have acknowledged that they were aware that he was working for Accurate Painting,
11 Inc. when violently injured as a result of the criminal attack.

12 Therefore, Claimant needs additional time to request pay records from the Internal
13 Revenue Service for the relevant periods of time Claimant worked for these companies.
14 Unfortunately, it is unknown how long it will take to get the required documents.

15 Mr. Crown has also stated that it is necessary to obtain additional medical records
16 showing that Claimant was disabled from work by this violent criminal attack and for how long
17 Claimant was certified as medically disabled from work. Claimant has certain issues with this
18 position. First, there is no question that Mr. Crown knows that Claimant was medically
19 disabled due to violent criminal attack for a long period of time after the attack, and he knows
20 when the attack occurred. Second, Mr. Crown knows that Claimant was totally blinded in one
21 eye and partially blinded in the other eye and that these injuries are permanently disabling so it
22 is a mystery why the issue of how long Claimant was or will be disabled continues. It appears
23 to be self-evident.

24 Nevertheless, Claimant needs additional time to acquire the necessary medical
25 documents and certifications necessary to prove his claim. Toward that end, Claimant's
26 Counsel has requested Mr. Crown of the Victims of Crime Program to produce the files in both
27 cases. First the closed case, Claim #0324492-CC, concerning the medical expenses approved
28
29

AS
o/o

1 and paid for by the program, and also the file in the instant case for this lost wage case, Claim #
 2 0510001641-CC. Mr. Crown stated that he would produce the requested records but that it
 3 would take some time since he is short of staff.

4 **THE LAW**

5 According to the Victim of Crime Program (VOCP) Standards for Determining
 6 Compensation, a claim submitted for payment by the victim or provider is an "approved claim"
 7 when all of the following occurs:

- 8 1) Receipt of the claim by VOCP, with all required supporting documentation; and
- 9 2) Verification that the claim is the responsibility of the applicant; and
- 10 3) Verification that the claim is crime related; and
- 11 4) Confirmation that the claim is for an approved benefit; and
- 12 5) Review and application of appropriate fee schedule or other approved rate; and
- 13 6) Approval by the compensation officer; and
- 14 7) Approval by the VOCP coordinator; and
- 15 8) Approval by the Administrative Services Division of the State Budget Office.

16 Claimant needs additional time to be able to meet the requirements of the program.

17 **CONCLUSION**

18 For good cause, Claimant respectfully requests that his request be granted and that the
 19 hearing being re-scheduled in approximately three (3) months to allow Claimant the time to
 20 acquire the IRS records, the employment records, and the medical records necessary to prove
 21 his claim.

22
23
24
25
26
27
28
29

99
9/1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

AFFIRMATION PURSUANT TO NRS 239B.030

The undersigned does hereby affirm that the within document does not contain the social security number of any person.

Respectfully submitted this 6th day of October, 2011

LAW OFFICE OF GARY M. PAKELE



GARY M. PAKELE, ESQ.
432 Court Street
Reno, Nevada 89501
775-348-6699
Attorney for Claimant Thomas Shea

100
9/8

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

CERTIFICATE OF SERVICE BY U.S. MAIL

Pursuant to NRCP 5(b), I certify that I am an employee of the Law Office of Gary M. Pakele and that on this date I sent via facsimile and deposited for mailing in the United States Post Office at Reno, Nevada with first class postage thereon, a true and correct copy of the foregoing document addressed as follows:

BUILDING I SUITE 205
GEORGE CROWN
VICTIMS OF CRIME PROGRAM
4600 KIETZKE LANE
RENO, NEVADA 89502

Dated: October 6, 2011

Marilyn Pakele
Employee

10/18/11

VAFDC

NEVADA DEPARTMENT OF ADMINISTRATION
BEFORE THE APPEALS OFFICER

1050 E. WILLIAM, SUITE 450
CARSON CITY, NV 89701

FILED

SEP 14 2011
DEPT. OF ADMINISTRATION
APPEALS OFFICER

In the Matter of the Contested
Victims of Crime Claim of:

THOMAS SHEA,

Claimant.

Claim No: 05-10001641-CC

Hearing No: 35638-SA
35637-SA

Appeal No: 36299-DSG
36297-DSG

ORDER

For good cause, the Motion for Continuance is granted. This matter is
reset for hearing on:

DATE: Monday, October 17, 2011

TIME: 1:30PM

IT IS SO ORDERED.

Deborah S. Gallagher
DEBORAH S GALLAGHER
APPEALS OFFICER

10001641-CC
SEP 20 2011
CCSI

RECEIVED
SEP 13 2011
VOCP - RENO

102
100

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF MAILING

The undersigned, an employee of the State of Nevada, Department of Administration, Hearings Division, does hereby certify that on the date shown below, a true and correct copy of the foregoing **ORDER** was duly mailed, postage prepaid **OR** placed in the appropriate addressee runner file at the Department of Administration, Hearings Division, 1050 E. Williams Street, Carson City, Nevada, to the following:

THOMAS SHEA
25924 VIANNA AVE #6
LOMITA, CA 90717

GARY M PAKELE, ESQ.
432 COURT ST
RENO NV 89501-1725

BUILDING I SUITE 205
GEORGE CROWN
VICTIMS OF CRIME PROGRAM
4600 KIETZKE LANE
RENO, NV 89502

Dated this 14 day of September, 2011.

Tasha Eaton
Tasha Eaton, Supervising Legal Secretary
Employee of the State of Nevada

103
10/1

RECEIVED
SEP 15 2011

VAP DC

CCSI

1 GARY M. PAKELE, ESQ.
2 Law Office of Gary M. Pakele
3 432 Court Street
4 Reno, Nevada 89501
5 775.348.6699
6 Attorney for Randy Sargent

RECEIVED
SEP 14 2011
VOCP - RENO

NEVADA DEPARTMENT OF ADMINISTRATION
BEFORE THE APPEALS OFFICER

9 In the Matter of the Contested Industrial
10 Insurance Claim of :

Claim No: 05-10001641-CC
Hearing No: 35638-SA
35637-SA
Appeal No. 36299-DSG
36297-DSG

12 THOMAS SHEA

CLAIMANT'S MOTION FOR CONTINUANCE OF HEARING

15 COMES NOW Claimant THOMAS SHEA, by and through his Counsel, GARY M. PAKELE,
16 ESQ., and hereby files his Motion for Continuance of Hearing before this Appeals Officer now
17 scheduled for Thursday, September 8, 2011 at 9:00 a.m. Due to the fact that Claimant
18 recently retained GARY M. PAKELE to represent him in this matter, and due to the fact that
19 Claimant alone was having difficulty in obtaining needed discovery to proceed to hearing in
20 this matter, Claimant respectfully requests that this Appeal's Officer grant a brief continuance
21 in this matter. Counsel for Claimant checked with Tasha, clerk to this Appeals Officer and
22 discovered that the date of Monday of October 17, 2011 at 1:30 p.m. is available for all parties
23 including this Court if the Court grants Claimant's request. For good cause, Claimant
24 respectfully requests that his request be granted.

25 ...
26 ...
27 ...
28 ...

104
102

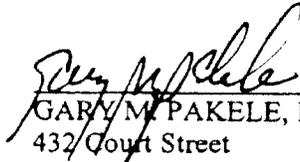
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

AFFIRMATION PURSUANT TO NRS 239B.030

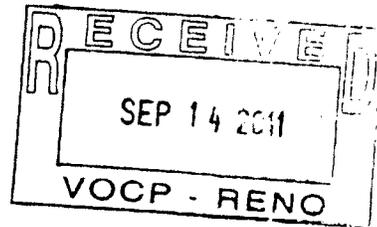
The undersigned does hereby affirm that the within document does not contain the social security number of any person.

Respectfully submitted this 7th day of September, 2011

LAW OFFICE OF GARY M. PAKELE



GARY M. PAKELE, ESQ.
432 Court Street
Reno, Nevada 89501
775-348-6699
Attorney for Claimant Thomas Shea



105
103

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

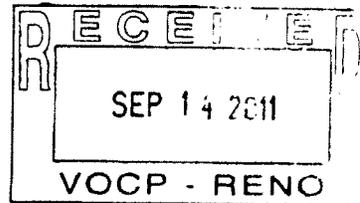
CERTIFICATE OF SERVICE BY U.S. MAIL

Pursuant to NRCP 5(b), I certify that I am an employee of the Law Office of Gary M. Pakele and that on this date I sent via facsimile and deposited for mailing in the United States Post Office at Reno, Nevada with first class postage thereon, a true and correct copy of the foregoing document addressed as follows:

BUILDING I SUITE 205
GEORGE CROWN
VICTIMS OF CRIME PROGRAM
4600 KIETZKE LANE
RENO, NEVADA 89502

Dated: September 7, 2011

Maulyn Pakele
Employee



100
104

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NEVADA DEPARTMENT OF ADMINISTRATION
BEFORE THE APPEALS OFFICER

1050 E. WILLIAM, SUITE 450
CARSON CITY, NV 89701

FILED
AUG 15 2011
DEPT. OF ADMINISTRATION
APPEALS OFFICER

In the Matter of the Contested
Industrial Insurance Claim of:

THOMAS SHEA,

Claimant.

Claim No: 05-10001641-CC

Hearing No: 35638-SA
35637-SA

Appeal No: 36299-DSG
36297-DSG

ORDER

For good cause, these matters are hereby consolidated.

IT IS SO ORDERED.

Deborah S. Gallagher

DEBORAH S GALLAGHER
APPEALS OFFICER

107
105

1 **CERTIFICATE OF MAILING**

2 The undersigned, an employee of the State of Nevada, Department of
3 Administration, Hearings Division, does hereby certify that on the date shown
4 below, a true and correct copy of the foregoing **ORDER** was duly mailed,
5 postage prepaid **OR** placed in the appropriate addressee runner file at the
6 Department of Administration, Hearings Division, 1050 E. Williams Street,
Carson City, Nevada, to the following:

7 THOMAS SHEA
8 25924 VIANNA AVE #6
9 LOMITA, CA 90717

10 GARY M PAKELE, ESQ.
11 432 COURT ST
12 RENO NV 89501-1725

13 BUILDING I SUITE 205
14 GEORGE CROWN
15 VICTIMS OF CRIME PROGRAM
16 4600 KIETZKE LANE
17 RENO, NV 89502

18 Dated this 15 day of August, 2011.

19 Tasha Eaton
20 Tasha Eaton, Supervising Legal Secretary
21 Employee of the State of Nevada
22
23
24
25
26
27
28

108
106

VHPDC

BEFORE THE APPEALS OFFICER

FILED
AUG 15 2011
DEPT. OF ADMINISTRATION
APPEALS OFFICER

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

In the Matter of the Contested
Victims of Crime Claim of:

Claim No: 005-10001641-CC

Hearing No: 35637-SA

Appeal No: 36297-DSG

THOMAS SHEA,

Claimant.

NOTICE OF HEARING

YOU ARE HEREBY NOTIFIED that a hearing will be held in the
above-entitled matter before the Appeals Officer on:

Date: Thursday, September 8, 2011

Time: 9:00 AM

**Place: Appeals Office Hearing Room
1050 E. Williams Street, Suite #450
Carson City, NV 89701
Phone: (775) 687-8420**

RECEIVED

AUG 16 2011

CCSI

Should the Victim wish to make his appearance via telephone he or she
may do so by contacting this office prior to the date of the hearing and making
arrangements therefore.

Deborah S. Gallagher

**DEBORAH S GALLAGHER
APPEALS OFFICER**

109
18

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF MAILING

The undersigned, an employee of the State of Nevada, Department of Administration, Hearings Division, does hereby certify that on the date shown below, a true and correct copy of the foregoing **NOTICE OF HEARING** was duly mailed, postage prepaid **OR** placed in the appropriate addressee runner file at the Department of Administration, Hearings Division, 1050 E. Williams Street, Carson City, Nevada, to the following:

THOMAS SHEA
25924 VIANNA AVE #6
LOMITA, CA 90717

GARY M PAKELE, ESQ.
432 COURT ST
RENO NV 89501-1725

BUILDING I SUITE 205
GEORGE CROWN
VICTIMS OF CRIME PROGRAM
4600 KIETZKE LANE
RENO, NV 89502

Dated this 15 day of August, 2011.

Tasha Eaton
Tasha Eaton, Supervising Legal Secretary
Employee of the State of Nevada

110
Loo

KCC/BL/D
7/26/11

**REQUEST FOR HEARING BEFORE THE APPEALS OFFICER
NEVADA DEPARTMENT OF ADMINISTRATION
HEARING DIVISION**

In the matter of the Contested
Victim of Crime Claim of:

Hearing Number: J5637-SA
Claim Number: 005-10001641-CC

THOMAS SHEA
25924 VIANNA AVE #6
LOMITA, CA 90717

GEORGE CROWN COMPENSATION
OFFICER
VICTIMS OF CRIME
INTERDEPARTMENTAL MAIL
RENO, NV 89502-5000

I WISH TO APPEAL THE HEARING OFFICER DECISION DATED: JULY 28, 2011

(Please attach a copy of the Hearing Officer's Decision)

PERSON REQUESTING APPEAL: (circle one) APPLICANT/VICTIM OF CRIME PROGRAM

REASON FOR APPEAL: CONTEST HEARING OFFICER'S DENIAL
OF LAST WAGES A DENIAL CASE WITH EVIDENCE
BEYOND A REASONABLE DOUBT.

If you are represented by an attorney or other agent, please print the name and address below.

AW
OFFICE
OF

GARY PAKALE
Name of Attorney or Representative

THOMAS SHEA
Person requesting this hearing (print)

333 MARSH AVE
Address

[Signature]
Person requesting this hearing (signature)

RENO, NV 89509
City, State, Zip Code

[Signature]
Date

(775) 348-6699
Telephone Number

(30) 8085513
Telephone Number Date

If you are appealing the Hearing Officer's decision, file this form no later than fifteen (15) days after that decision at:

NEVADA DEPARTMENT OF ADMINISTRATION
APPEALS OFFICE
1088 E. WILLIAMS STREET SUITE 400
CARSON CITY, NV 89701
(775) 687-8430

FILED

AUG 09 2011

DEPT. OF ADMINISTRATION
APPEALS OFFICER

Aug 09 2011 03:09 PM PA

FROM NO. :

FROM :

36297
- consol -
DSG

Thurs 9-8-11
9 00

10/11

05-1641-CC
Denied Bill

Fax Note

Date 8.1.11		# of pages 2
To George Crown	From	
Co./Dept.	Co. Rolling Hills Dental	
Phone #	Phone # 310.377.0966	
Fax # 775.688.2912	Fax # 310.377.5224	

8-1-11

Dental is denied -

The Victims of Crime Program

RECEIVED

AUG 03 2011

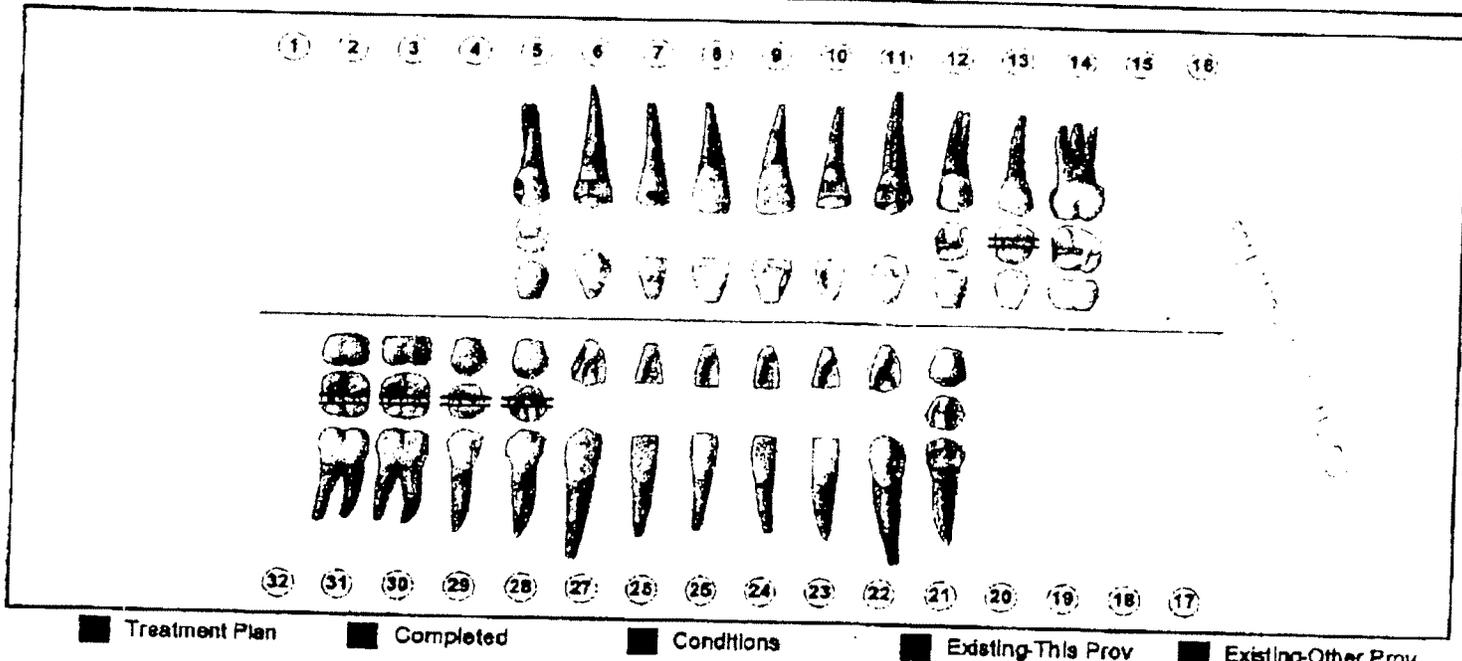
CCSI

112
410

Chart

Patient: Thomas Shea
 Provider: Gerald G. Bottomley
 Phone: (310)377-0986
 Office: 857 Silver Spur Rd.
 Rolling Hills Estates, CA 90274

Date: 8/9/2011
 Chart #: SH0089
 SS #:
 Birthdate: 11/6/1978



Treatment Plan Estimate

Tooth	Surface	Code	Prov	Description	Amount	Pat	Prim Ins	Sec Ins
		D0150	GGB2	Comp oral eval-new/estab pat	95.00	95.00	0.00	0.00
		D0210	GGB2	Intraoral-complete series (bw)	125.00	125.00	0.00	0.00
		D0470	GGB2	Diagnostic casts	150.00	150.00	0.00	0.00
		D0086	GGB2	Wax-up case	1,450.00	1,450.00	0.00	0.00
		D4910	GGB2	Periodontal maintenance	114.00	114.00	0.00	0.00
LL		D4341.4	GGB2	Periodontal therapy	310.00	310.00	0.00	0.00
LR		D4341.3	GGB2	Periodontal therapy	310.00	310.00	0.00	0.00
UL		D4341.2	GGB2	Periodontal therapy	310.00	310.00	0.00	0.00
UR		D4341.1	GGB2	Periodontal therapy	310.00	310.00	0.00	0.00
		D9999	GGB2	Unspecified adjunct. proced, B/R ①	3,000.00	3,000.00	0.00	0.00
		D9999	GGB2	Unspecified adjunct. proced, B/R ②	4,800.00	4,800.00	0.00	0.00
		D9999	GGB2	Unspecified adjunct. proced, B/R ③	2,200.00	2,200.00	0.00	0.00
		D9999	GGB2	Unspecified adjunct. proced, B/R ④	800.00	800.00	0.00	0.00
Treatment Plan Totals:					13,974.00	13,974.00	0.00	0.00

Treatment Plans Are Estimates Only

UL=Upper Left UR=Upper Right LL=Lower Left LR=Lower Right

- ① Caries Control / Pulp Caps 6/7/10/11/14/27
- ② Endo / Buildups 5/12/22
- ③ Oral Surgeon Consult / Extractions 13/28/29/30/21
- ④ Perio Eval / CT Scan

413

**STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
HEARINGS DIVISION**

VHEDC

In the matter of the Contested
Victim of Crime Claim of:

Hearing Number: 35637-SA
Claim Number: 005-10001641-CC

THOMAS SHEA
25924 VIANNA AVE #6
LOMITA, CA 90717

GEORGE CROWN COMPENSATION
OFFICER
VICTIMS OF CRIME
INTERDEPARTMENTAL MAIL
RENO, NV 89502-5000

RECEIVED

BEFORE THE HEARING OFFICER

JUL 27 2011

The Applicant's request for Hearing was filed on June 24, 2011 and a Hearing was scheduled for July 21, 2011. A Hearing was held on July 21, 2011 in accordance with Chapter 217 of the Nevada Revised Statutes. **CCS!**

The Applicant was present by telephone conference call. The Victim of Crime Program was represented by Geo Crown, Compensation Officer, by telephone conference call.

ISSUE

The Applicant appealed the Compensation Officer's determination dated April 7, 2011.

The issue before the Hearing Officer is denial of lost time wage and dental care.

DECISION AND ORDER

Having reviewed the submitted factual evidence and in consideration of NRS 217.112 and the Nevada Victim of Crime Policies, Section 14, Number 5, the Hearing Officer finds the Applicant's appeal was not filed with the statutory 60 days. The Applicant signed the appeal form on June 21, 2011, mailed the documents on June 22, 2011 based on the post mark from the U.S. Postal Service and the document was received by the Hearing Officer on June 24, 2011, the 88th day. As such, the Hearing Officer lacks jurisdiction on the instant matter and the Hearing shall be dismissed.

NRS 217.112 Hearing before hearing officer: Request by applicant; failure to request hearing excused under certain circumstances; notice of change of address.

1. An applicant who is subject to the provisions of this chapter may request a hearing before a hearing officer on any matter within the hearing officer's authority. The compensation officer shall provide with his or her decision the necessary information for requesting such a hearing.
2. An applicant aggrieved by a compensation officer's decision may appeal the decision by filing a request for a hearing before a hearing officer. Such a request must be filed within 60 days after the decision was mailed by the Clerk or compensation officer.
3. Failure to file a request for a hearing within the period specified in subsection 2 may be excused if the applicant shows by a preponderance of the evidence that the applicant did not receive the notice of the decision and the information necessary to request a hearing.

114
4/2

In the Matter of the Contested
Industrial Insurance Claim of:
Hearing Number:
Page 2

THOMAS SHEA
35637-SA

4. The applicant shall notify the compensation officer and the hearing officer in writing of a change of address within a reasonable time after that change.
Nevada Victim of Crime Policies

Appeal to a Hearing Officer

A. If an applicant disagrees with a written determination of the compensation officer, which includes appeal rights as provided in these policies, the applicant may appeal the determination to a Hearing Officer as provided in NRS 217.112. This section requires the appeal to be filed within 60 days and states:

- 1. An applicant who is subject to the provisions of this chapter may request a hearing before a hearing officer on any matter within the hearing officer's authority. The compensation officer shall provide with his decision the necessary information for requesting such a hearing.*
 - 2. An applicant aggrieved by a compensation officer's decision may appeal the decision by filing a request for a hearing before a hearing officer. Such a request must be filed within 60 days after the Clerk or compensation officer mailed the decision.*
 - 3. Failure to file a request for a hearing within the period specified in subsection 2 may be excused if the applicant shows by a preponderance of the evidence that he did not receive the notice of the decision and the information necessary to request a hearing.*
 - 4. The applicant shall notify the compensation officer and the hearing officer in writing of a change of address within a reasonable time after that change."*
- B. The time allowed to file an appeal includes an additional 3 days for mailing.

The Hearing is hereby **DISMISSED**

APPEAL RIGHTS

If you disagree with this decision, you may appeal this decision to an Appeals Officer by filing a written request for appeal within fifteen (15) days after the date of this decision to: Appeals Office, Department Of Administration, 1050 E. Williams St Suite 450, Carson City, NV 89701.

IT IS SO ORDERED this 26th day of July, 2011.


Sondra L. Amodei, Hearing Officer

115
4/3

CERTIFICATE OF MAILING

The undersigned, an employee of the State of Nevada, Department of Administration, Hearings Division, does hereby certify that on the date shown below, a true and correct copy of the foregoing Decision and Order was deposited into the State of Nevada Interdepartmental mail system, **OR** with the State of Nevada mail system for mailing via United States Postal Service, **OR** placed in the appropriate addressee runner file at the Department of Administration, Hearings Division, 1050 E. Williams Street, Suite 400, Carson City, Nevada, to the following:

THOMAS SHEA
25924 VIANNA AVE #6
LOMITA, CA 90717

GEORGE CROWN COMPENSATION OFFICER
VICTIMS OF CRIME
INTERDEPARTMENTAL MAIL
RENO, NV 89502-5000

Dated this 26th day of July, 2011.

Karen Dyer

Karen Dyer
Employee of the State of Nevada

116
H

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
HEARINGS DIVISION

In the matter of the Contested
Application for Compensation Claim
of:

Hearing Number: 35637-SA
Claim Number: 05-10001641-CC

THOMAS SHEA
25924 VIANNA AVE #6
LOMITA, CA 90717

GEORGE CROWN COMPENSATION OFFICER
VICTIMS OF CRIME
INTERDEPARTMENTAL MAIL

NOTICE OF HEARING BEFORE THE HEARING OFFICER

Pursuant to the **Victim's** request for a Hearing Officer review of the Compensation Officer's Determination under Chapters 217 of the Nevada Revised Statutes, you are hereby notified a hearing will be held by telephone on:

DATE: THURSDAY, JULY 21, 2011

TIME: 9:00AM

**PLACE: Department of Administration, HEARINGS DIVISION
1050 E. Williams Street (Hwy 50 East), Suite 400
Carson City, NV 89701
Phone (775) 687-8440**

The matter to be ascertained from this Hearing shall be whether the determination rendered by the Compensation Officer is proper. Failure of the appealing party to contact the Hearing Division to arrange for telephone testimony may result in dismissal of the appeal.

Please contact this office at (775) 687-8440 to inform us of the telephone number that you will be available at for your Hearing.

Dated this 27th day of June, 2011.

Sondra L Amodei, Hearing Officer

CERTIFICATE OF MAILING

The undersigned, an employee of the State of Nevada, Department of Administration, Hearings Division, does hereby certify that on the date shown below, a true and correct copy of the foregoing **NOTICE OF HEARING BEFORE THE HEARING OFFICER** was deposited into the State of Nevada Interdepartmental mail system, **OR** with the State of Nevada mail system for mailing via United States Postal Service, **OR** placed in the appropriate addressee runner file at the Department of Administration, Hearings Division, 1050 E. Williams Street, Suite 400, Carson City, Nevada, to the following:

THOMAS SHEA
25924 VIANNA AVE #6
LOMITA, CA 90717

GEORGE CROWN COMPENSATION OFFICER
VICTIMS OF CRIME
INTERDEPARTMENTAL MAIL

Dated this 27th day of June, 2011.



Carol Hohn
Employee of the State of Nevada

118
He

3503



LUCIANO'S FINE ITALIAN
 52 WEEKS @ \$266
 LOST WAGES COMPENSATION APPEAL
 State of Nevada Victims of Crime
 Compensation Program

RECEIVED
JUL 24 10:10 AM '11

Request for Hearing
 Complete and submit this form to appeal a decision of the compensation officer

Victim/Applicant Name: **THOMAS GREGORY SHEA** VOCP Claim #: **05-10001641-CC**

Address: **25924 VIANNA AVE #6** City, State, Zip: **LONITA CA 90717**

Phone #: **(310) 325-1557** Email: **LAGUNABLBEACH@AOL.COM**

Reason for Appeal:

ATTACH A COPY OF THE DECISION YOU WISH TO APPEAL

Date of compensation officer decision being appealed: **April 7, 2011**

Reason for appealing the compensation officer decision:
THIS IS AN APPEAL CONCERNING THE LOST WAGES COMPENSATION FOR THE FULL TIME SEASONAL WORK. LUCIANO'S HIRED ME FOR RESTURANT REMODELING & MORE FULL TIME WORK AS A SERVER WAS IN LINE. AS THE VOCP SAYS IM ENTITLED \$266 X 52 FOR THE WORK LOST DUE TO DISABILITY

Do you have any documents to submit to the hearing officer?
 Yes If Yes: please describe the document here:
 No If Yes: please attach the documents to this form.
ALL IRS. DOCUMENTS, & EMPLOYERS STATEMENTS ARE CORRECT IN VOCP GUIDELINES SEASONAL FULL TIME WORK

Is there any additional information the hearing officer should consider?
 Yes If Yes please explain:
 No
**NO SPECIFIC RECORDS ON DATES AVAILABLE
 ALL ORIGINAL PAPERS ALREADY SENT.**

The information provided herein is true and accurate to the best of my information and belief

Applicant Signature: Print Name: **THOMAS SHEA** Date: **6/21/11**

Telephone #: **(310) 325-1557** Email address: **LAGUNABLBEACH@AOL.COM**

For Southern Nevada Mail to: Hearings Officer 2200 South Rancho Drive Las Vegas NV 89102	Fax to: LV - (702) 486-2879 CC - (775) 687-8441	For Northern Nevada Mail to: Hearings Officer 1050 E Williams St # 450 Carson City NV 89701
---	---	--

THOMAS SHEA
7/21/11
#19

TO WHOM IT MAY CONCERN -

I HAVE PROVIDED A SIGNED AFFIDAVIT FROM ME, AS WELL AS THE 2 EMPLOYERS INDICATING WAGES / WAGES POTENTIALLY LOST, WITH I.R.S. FORMS. BOTH EMPLOYERS STATE THAT DUE TO CRIME I LOST WORK, & ALL OF THIS FALLS WITHIN THE NEEDED INFO.

THERE IS NOTHING ELSE I CAN DO.

I HAVE SUFFERED BEYOND IMAGINATION & LOST MORE THAN JUST MY SIGHT.

AND JUST LAST WEEK I LOST MY MOM TO LIVER FAILURE SO IF THIS IS NOT SUFFICIENT, AS FOR PAPERWORK & SUCH I DONT KNOW WHAT ELSE TO DO. I HAVE MORE DR BILLS NOW & ... WISH FER THIS TO BE BEHIND ME. SORRY IF I SOUND A CERTAIN WAY. IT JUST DUSENT MATTER...

THANK YOU

121
X

1641

ROLLING HILLS DENTAL GROUP

Exceptional Dentistry for the Quality Conscious

Gerald G. Bottomley, DDS • Norton L. Donner, DDS • Jeff L. Goodman, DDS

April 21, 2011
George Crown
Compensation Officer
RE: Thomas Shea

MRS. ZOO @
217.200 @
MEDICAL EXPENSES AS
A DIRECT RESULT OF INJURY
PAYMENT

RECEIVED
COST

To whom it may concern:

Thomas Shea presented to my office on April 19, 2011 to evaluate injuries to his face and oral structures resulting from a traumatic incident in 2002. His chief complaint was facial pain and inability to eat comfortably due to broken and missing teeth. Due to the extent of damage to his intra-oral structures, a phased diagnostic and treatment approach will be necessary.

The first phase will require diagnostic records and consultations with an oral surgeon, endodontist, and periodontist to determine a balanced treatment plan coordinated with other restorative needs. It will also include damage control of elements creating pain/discomfort to the patient immediately. The estimated cost for this initial treatment is projected at approximately \$13000, and should be started immediately. Follow up Phase two treatment will need to be started within the next three months to avoid further unnecessary damage.

Phase two will be to evaluate phase one stability and coordinate treatment with the above specialists to restore Thomas's mouth to a healthy functioning dentition. This will most likely entail a combination of surgically placed implants, crowns, and possibly removable appliances. The costs will be dependent on the number of teeth/implants involved, and whether fixed or removable appliances are to be used. These decisions will be based on the specialist's findings and recommendations, and cannot be accurately projected at this time.

Please feel free to contact me with any questions.

Sincerely,

Gerald Bottomley, DDS

122
XOO

BRIAN SANDOVAL
Governor

STATE OF NEVADA



RECEIVED

APR 07 2011

CCSI

VDNLT

ANDREW K. CLINGER
Director

BRYAN A. NIX, ESQ.
Coordinator

DEPARTMENT OF ADMINISTRATION
VICTIMS OF CRIME PROGRAM
4600 Kietzke Lane
Building I, Suite 205
Reno, Nevada 89502
(775) 688-2900 • Fax (775) 688-2912

April 7, 2011

THOMAS SHEA
11295 E CORNVILLE RD # 15
CORNVILLE AZ 86325

RE: 05-10001641-CC

Dear Mr. Shea:

On March 8, 2011, the Hearing Officer dictated you provide me with sufficient documentation to render a new determination regarding dental costs associated with the crime of 3/17/2003 and wage loss documentation associated with the same date of crime.

As of April 7, 2011, you have not provided documentation regarding dental costs. In addition, the documentation from Luciano's is insufficient to provide benefits.

As such, you claims regarding wage loss disability and dental care are denied.

If you disagree with this decision you may appeal this decision to a Hearing Officer by filing a written request for a hearing within 60 days of this letter to the following address:

HEARING OFFICER
1050 E WILLIAM ST STE 400
CARSON CITY, NV 89701

Sincerely,

A handwritten signature in black ink, appearing to read "Geo. T. Crown".

Geo. T. Crown
Compensation Officer
GTC/ew

VHEDC

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
HEARINGS DIVISION

In the matter of the Contested
Industrial Insurance Claim of:

Hearing Number: 33872-SA
Claim Number: 0510001641CC

THOMAS SHEA
11295 E CORNVILLE RD #15
CORNVILLE, AZ 86325

GEORGE CROWN COMPENSATION OFFICER
VICTIMS OF CRIME
INTERDEPARTMENTAL MAIL
RENO, NV 89502-5000

RECEIVED

MAR 09 2011

BEFORE THE HEARING OFFICER

The Applicant's request for Hearing was filed on February 10, 2011 and a Hearing was scheduled for March 3, 2011. A Hearing was held on March 3, 2011 in accordance with Chapter 217 of the Nevada Revised Statutes.

The Applicant was present by telephone conference call. The Victim of Crime Program was represented by Geo Crown, Compensation Officer, by telephone conference call.

ISSUE

The Applicant appealed the Compensation Officer's determination dated February 3, 2011.

The issue before the Hearing Officer is denial of dental costs. At today's hearing all parties agreed to address the Compensation Officer's February 3, 2011 determination denying lost time wages.

DECISION AND ORDER

The determinations of the Compensation Officer are hereby **REMANDED**.

Having reviewed the submitted evidence and considered the representations the Hearing Officer finds further information/medical reporting is required prior to determining the Applicant's entitlement to dental benefits and lost time wage. As such the Hearing Officer instructs the Applicant to submit the additional information, as discussed at today's hearing, to the Compensation Officer within 30 days of today's hearing. Upon receipt and review the Compensation Officer shall render new determinations with appeal rights accordingly.

APPEAL RIGHTS

If you disagree with this decision, you may appeal this decision to an Appeals Officer by filing a written request for appeal within fifteen (15) days after the date of this decision to: Appeals Office, Department Of Administration, 1050 E. Williams St Suite 450, Carson City, NV 89701.

IT IS SO ORDERED this 8th day of March, 2011.



Sondra L Amodei, Hearing Officer

124
122

CERTIFICATE OF MAILING

The undersigned, an employee of the State of Nevada, Department of Administration, Hearings Division, does hereby certify that on the date shown below, a true and correct copy of the foregoing DECISION AND ORDER was deposited into the State of Nevada Interdepartmental mail system, **OR** with the State of Nevada mail system for mailing via United States Postal Service, **OR** placed in the appropriate addressee runner file at the Department of Administration, Hearings Division, 1050 E. Williams Street, Suite 400, Carson City, Nevada, to the following:

THOMAS SHEA
11295 E CORNVILLE RD #15
CORNVILLE, AZ 86325

GEORGE CROWN COMPENSATION OFFICER
VICTIMS OF CRIME
INTERDEPARTMENTAL MAIL
RENO, NV 89502-5000

Dated this 8th day of March, 2011.



Karen Dyer
Employee of the State of Nevada

125
123

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
HEARINGS DIVISION

In the matter of the Contested
Industrial Insurance Claim of:

Hearing Number: 33872-SA
Claim Number: 0510001641CC

THOMAS SHEA
11295 E CORNVILLE RD #15
CORNVILLE, AZ 86325

GEORGE CROWN COMPENSATION OFFICER
VICTIMS OF CRIME
INTERDEPARTMENTAL MAIL
RENO, NV 89502-5000

NOTICE OF HEARING BEFORE THE HEARING OFFICER

Pursuant to the **Victim's** request for a Hearing Officer review of the Compensation Officer's Determination under Chapters 217 of the Nevada Revised Statutes, you are hereby notified a hearing will be held by telephone on:

DATE: THURSDAY, MARCH 3, 2011

TIME: 9:00AM

**PLACE: Department of Administration, HEARINGS DIVISION
1050 E. Williams Street (Hwy 50 East), Suite 400
Carson City, NV 89701
Phone (775) 687-8440**

The matter to be ascertained from this Hearing shall be whether the determination rendered by the Compensation Officer is proper. Failure of the appealing party to contact the Hearing Division to arrange for telephone testimony may result in dismissal of the appeal.

Please contact this office at (775) 687-8440 to inform us of the telephone number that you will be available at for your Hearing.

Dated this 11th day of February, 2011.

Sondra L Amodei, Hearing Officer

1210
12/11

CERTIFICATE OF MAILING

The undersigned, an employee of the State of Nevada, Department of Administration, Hearings Division, does hereby certify that on the date shown below, a true and correct copy of the foregoing **NOTICE OF HEARING BEFORE THE HEARING OFFICER** was deposited into the State of Nevada Interdepartmental mail system, **OR** with the State of Nevada mail system for mailing via United States Postal Service, **OR** placed in the appropriate addressee runner file at the Department of Administration, Hearings Division, 1050 E. Williams Street, Suite 400, Carson City, Nevada, to the following:

THOMAS SHEA
11295 E CORNVILLE RD #15
CORNVILLE, AZ 86325

GEORGE CROWN COMPENSATION OFFICER
VICTIMS OF CRIME
INTERDEPARTMENTAL MAIL

Dated this 11th day of February, 2011.



Carol Hohn
Employee of the State of Nevada

127
205

33812



State of Nevada Victims of Crime Compensation Program

Request for Hearing

Complete and submit this form to appeal a decision of the compensation officer

Victim/Applicant Name: <u>THOMAS SHEA</u>	VOCP Claim # <u>05-10201241-CC</u>
Address: <u>11205 E COOVILLE RD #15</u>	City, State, Zip: <u>COOVILLE AZ 86325</u>
Phone #: <u>(928) 202-3051</u>	Email: <u>SHEATON33@YAHOO</u>

STATE OF NEVADA
RECEIVED
FILED
FEB 10 PM 1:34

Reason for Appeal:

ATTACH A COPY OF THE DECISION YOU WISH TO APPEAL

Date of compensation officer decision being appealed: FEBRUARY 3, 2011

Reason for appealing the compensation officer decision: SEE ATTACHED

Do you have any documents to submit to the hearing officer?

- Yes If Yes: please describe the document here:
- No If Yes: please attach the documents to this form.

Is there any additional information the hearing officer should consider?

- Yes If Yes please explain:
- No

The information provided herein is true and accurate to the best of my information and belief

Applicant Signature: 	Print Name: <u>THOMAS SHEA</u>	Date: <u>2/10/11</u>
Telephone #: <u>(928) 202-3051</u>	Email address: <u>SHEATON33@YAHOO</u>	

For Southern Nevada Mail to: Hearings Officer 2200 South Rancho Drive Las Vegas NV 89102	Fax to: LV - (702) 486-2879 CC - (775) 687-8441	For Northern Nevada Mail to: Hearings Officer 1050 E Williams St # 450 Carson City NV 89701
---	---	--

THOMAS
3/31/11
128

Victims of Crime

Thomas Gregory Shea
 11295 E. Cornville Rd. #15
 Cornville A.Z. 86325

Victims Of Crime
 4600 Kietzke Lane Building I. Suite 205
 Reno N.V. 89502
 02/10/2011

I, Thomas Gregory Shea, come before you now to establish eligibility under the VOCP laws and policies determined to insure such eligibility toward second quarter compensation. These services are stated in NRS 217.005 - NRS 217.270, and 41A of the medical malpractice statuts respectfully.

The injury sustained was so severe as to cause tramatic retinal detachment with subretinal hemorage, massive scaring of all four quadrants of facial muscle and disinsertion of muscle. The original injury sustained by the crime completely demolished the entire right side of the face, removing numerous teeth and cracking most others as a result. Laws governing under the said status solidify the repair at any means necessary to return patient to original state before crime. When dealing with such a fragil procedures indicated with replacing the eye, there are time periods in which the eye must "accept" certain treatment. For example: It takes 1-2 years for an eye to recognize a cornea transplant. During this time the patient is in limbo with all other operations to the face for recovery. Since there is an intergrated, logistical contingency, these steps must be followed acutely to avoid any negligent treatment. Standards for compensation and persons who may be awarded compensation for injury fall within vocp guidlines and quarterly

Page 1

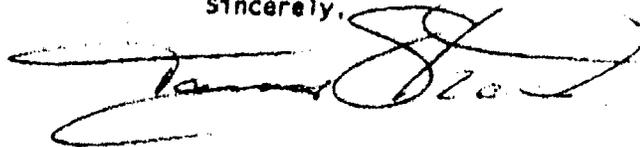
129
 12

Victoms of Crime

grants in this case. Every procedure to come is securely set in NRS 217.050, of bodily harm which results in a need for medical treatment as physicians will testify to.

This is a request for medical, dental and mental health counseling through the second quarter only and directly related to the crime and victim, who suffered pecuniary loss, and incurred unbelievable expenses due to crime, and for the best of possibilites to correct in current times for applicable remedy. I greatly appreciate your time for your reviewing phycians statements in efforts to repair, from such a devistating loss, directly related to the malicious attack, and what the victoms of crime is doing right about recovering from the tragity. Thank you!

Sincerely,



130
2/28

BRIAN SANDOVAL
Governor

STATE OF NEVADA



ANDREW K. CLINGER
Director

BRYAN A. NIX, ESQ.
Coordinator

VDNLT
Dental

DEPARTMENT OF ADMINISTRATION
VICTIMS OF CRIME PROGRAM
4600 Kietzke Lane
Building I, Suite 205
Reno, Nevada 89502
(775) 688-2900 • Fax (775) 688-2912

RECEIVED
FEB 03 2011
CCSI

February 3, 2011

THOMAS SHEA
11295 E CORNVILLE RD # 15
CORNVILLE AZ 86325

RE: 05-10001641-CC

Dear Mr. Shea:

Your request for assistance with dental costs is hereby denied as there is no relationship between the crime and the dental work as proposed by your dentist.

If you disagree with this decision you may appeal this decision to a Hearing Officer by filing a written request for a hearing within 60 days of this letter to the following address:

HEARING OFFICER
1050 E WILLIAM ST STE 400
CARSON CITY, NV 89701

Sincerely,


Geo. T. Crown
Compensation Officer
GTC/ew

131
129

Faxed
2-3-2011

SENT 2/2/11



State of Nevada
Victims of Crime Program

@ 1:37 PM
@ 2:10 PM

Request for Pre-Authorization for Payment		
<i>Submit this form when requesting pre-authorization for payment for services to victims for any crime related expenses</i>		
Victim/Patient Name: THOMAS GREGORY SIMS	VOCP Claim # 05-10001641-00	
Service or Treatment Information:		
Description of service or treatment: (include CPT and HCPCS codes) Attach Billing Documents. Due to missing back teeth on patients right side he is doing all his functioning on front teeth causing severe break down. It is close to losing several more top teeth and at least 2 more bottom teeth. Recommend rehab using Emplan and crow to restore function.		
What is the cost, or estimated cost of this service or treatment? \$40,566.00 To restore all decayed/worn teeth and replace missing ones.		
Is this service or treatment necessitated by the crime? <input checked="" type="checkbox"/> Yes Right side is and has caused other issues that are present now. Difficult to say how much is accident related. <input type="checkbox"/> No If No please explain:		
Is any portion of this covered by insurance, or did the Applicant/Victim pay any portion of this claim? <input type="checkbox"/> Yes If Yes please explain: HOWEVER APPLICANT DID PAY PORTIONS OF PREVIOUS DENTAL BILLS COVERED BY... <input checked="" type="checkbox"/> No		
<i>The information provided herein is true and accurate to the best of my information and belief</i>		
Authorized Signature: 	Print Signature Name: Brian Harris	Date: 2/2/2011
Tele: 602 955 8600	Fax: 602-955-0297	E-mail: drbdds@yahoo.com
Mail to: VOCP P O Box 94525 Las Vegas, NV 89193-1525	Fax to: (702) 458-5586	Scan and email to: applications@voc-net.com
VOCP Pre-Authorization for Payment for Treatment of Expenses		
This Authorization is only valid for 60 days after date approved by the Compensation Officer.		
VOCP Decision: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Amount Approved: \$	Date CCST Review:
	Compensation Officer Signature: (required for approval)	Date:

132
150



RENO POLICE DEPARTMENT

*BOOST
SPRINT AT&T*

Your Police,

Our Community

CRIME & INCIDENT REPORT INFORMATION

RENO POLICE DEPARTMENT,
P.O. Box 1900, Reno, NV 89505
455 E. Second Street, Reno, NV 89502

YOUR CASE NUMBER	<u>TI 2004 228</u>	<u>TI 2004 230</u>
OFFENSE/INCIDENT	<u>Civil Problem</u>	<u>SUSPICIOUS CIRCUMSTANCES</u>
OFFICER	<u>On leave</u>	
		DATE <u>5/29/12</u>

INFORMATION FOR VICTIMS OF CRIME

The Officer who took the initial report will file the case at the police department. Please refer to the case number when making inquiries about the case and allow five days for the processing of your case prior to making such inquiries.

CHECKING THE STATUS OF YOUR CASE

To check the status of your case, please go to <http://www.reno.gov>. Once on the City's web site, go to the left side of the page and click on the "Self Service Menu." Click on the "Police Reporting System" then click on "Police Case Status". You will need to input your assigned case number to gain access.

HOW TO REPORT ADDITIONAL INFORMATION ON YOUR CASE

Please contact one of the Reno Police Department sub-stations to report additional information on your case. You may contact any of the following Reno Police Department Sub-Stations listed below to complete a follow up to your case. You may also complete a supplemental report by going online at: www.cityofreno.gov/police.

CRIME REPORTS

Each case is important and we will give your case as much consideration as possible. You will ordinarily not be contacted unless we need further information, new information has come to our attention, or we have solved your case.

Police reports are placed in three different categories: "Open", "Pending" and "Closed". Each case is reviewed by supervisors in the Detective Division to determine if the case will be assigned based on the solvability. The cases' solvability is determined by the information and evidence that is available to the officer. If the case is a workable case, it will be placed in the "Open" category and every possible step will be taken to identify the perpetrator and/or locate your property. If your case has limited potential evidence for solvability, it will be placed in the "Closed" category unless additional information is obtained. If additional information is obtained, it will be reviewed by a Detective Sergeant to determine if the case could be placed as an "Open" case and assigned to a Detective.

PHONE NUMBERS

Non-Emergency (Dispatch)	334-2677
Reno Police Department Front Desk	334-2175
Victim Support Services (Victim Advocate)	657-4519
Sub-Station: Neil Road	334-2550
Traffic Investigations (Vehicle Accidents)	334-2141
Detective Division	334-2115
Evidence Section.....	334-2113
Jan Evans Center (Juvenile)	325-7800
Magee Center (Juvenile)	856-4600
Washoe County Jail (Adult).....	328-3062

Reno Police Department Core Values
Respect - Integrity - Fairness - Service

Revised 7/2011



JOSEPH LEVER

RENO POLICE DEPARTMENT

Your Police,

Our Community

CRIME & INCIDENT REPORT INFORMATION

RENO POLICE DEPARTMENT,
P.O. Box 1900, Reno, NV 89505
455 E. Second Street, Reno, NV 89502

YOUR CASE NUMBER T12004978
OFFENSE/INCIDENT Suspicious Circumstances
OFFICER online report DATE 6-22-12

INFORMATION FOR VICTIMS OF CRIME

The Officer who took the initial report will file the case at the police department. Please refer to the case number when making inquiries about the case and allow five days for the processing of your case prior to making such inquiries.

CHECKING THE STATUS OF YOUR CASE

To check the status of your case, please go to <http://www.reno.gov>. Once on the City's web site, go to the left side of the page and click on the "Self Service Menu." Click on the "Police Reporting System" then click on "Police Case Status". You will need to input your assigned case number to gain access.

HOW TO REPORT ADDITIONAL INFORMATION ON YOUR CASE

Please contact one of the Reno Police Department sub-stations to report additional information on your case. You may contact any of the following Reno Police Department Sub-Stations listed below to complete a follow up to your case. You may also complete a supplemental report by going online at: www.cityofreno.gov/police.

CRIME REPORTS

Each case is important and we will give your case as much consideration as possible. You will ordinarily not be contacted unless we need further information, new information has come to our attention, or we have solved your case.

Police reports are placed in three different categories: "Open", "Pending" and "Closed". Each case is reviewed by supervisors in the Detective Division to determine if the case will be assigned based on the solvability. The cases' solvability is determined by the information and evidence that is available to the officer. If the case is a workable case, it will be placed in the "Open" category and every possible step will be taken to identify the perpetrator and/or locate your property. If your case has limited potential evidence for solvability, it will be placed in the "Closed" category unless additional information is obtained. If additional information is obtained, it will be reviewed by a Detective Sergeant to determine if the case could be placed as an "Open" case and assigned to a Detective.

PHONE NUMBERS

Non-Emergency (Dispatch)	334-2677
Reno Police Department Front Desk	334-2175
Victim Support Services (Victim Advocate)	657-4519
Sub-Station: Neil Road	334-2550
Traffic Investigations (Vehicle Accidents)	334-2141
Detective Division	334-2115
Evidence Section	334-2113
Jan Evans Center (Juvenile)	325-7800
Magee Center (Juvenile)	856-4600
Washoe County Jail (Adult)	328-3062

Reno Police Department Core Values
Respect - Integrity - Fairness - Service

Revised 7/2011

134



"Thomas Shea" <Tommy_Shea@mail.com>

Subject: RE: claim acceptance
From: Bryan Nix
To: Thomas Shea
Cc: Rebecca D. Salazar
Date: 09/04/12 04:22 PM

Mr. Shea,

I reassigned your claim to the Las Vegas office when I learned that you have known George Crown since you were children. Under our policies this is considered a conflict, and a Compensation Officer is prohibited from handling such claims. Our policies state:

"9. Conflicts

A. Employees, contractors, and vendors of the VOCP will avoid all conflicts or appearances of conflicts in matters relating to VOCP business or its affairs.

B. Employees, contractors, and vendors will not handle documents or files, make or influence decisions of family members, friends, or associates.

C. Employees, contractors, and vendors will disclose to the VOCP coordinator any conflicts involving applicants or claims of family members, friends, or associates to the VOCP coordinator."

I spoke to Ms. Salazar and she informs me that she has responded to your emails. She is not expected to return your phone calls. Your current claim was terminated because of your behavior towards State of Nevada employees. Since we have decided to re-open this claim, you will need to conduct your business in writing, and email is acceptable to us.

I find your allegations against Ms. Salazar to be untruthful and you should understand that these statements are abusive and could be considered to be harassment. Our policies allow for claim closure when you are uncooperative or when you harass the staff. The policies state:

"C. Claims may be closed for payment of further benefits when any of the following has occurred:

- 1) All known, crime related expenses, as approved by the compensation officer have been paid.
- 2) Newly discovered information indicates the claim was accepted in error or in violation of these policies.
- 3) Suspected fraud, dishonesty or deceit.
- 4) Harassment of VOCP staff or VOCP contractors.
- 5) Failure to cooperate with VOCP staff or its contractors, or
- 6) The applicant has violated any of the provisions of NRS 217 or the policies adopted herein."

You are expected to treat State of Nevada employees with respect, or at a minimum without harassing them. Accusing them of lying or mistreating you when that is in fact a lie will not gain you any advantages in your claim.

Your pending re-opened claim has been approved for mental health counseling only.

<http://service.mail.com/callgate-6.60.5.0/render/6.60.5.0/render/getDetails?Authorization=Q...> 9/5/2012

135

Your request for dental care has been denied. You appealed this denial and it is still pending before the Board of Examiners. It will be heard at the next meeting and you will receive notice. We are standing by the denial of your request for dental care. No other benefits or bills have been approved under this claim.

You have filed two additional claims. Both of these applications were denied. We will not approve any bills or benefits under these claims. You were advised in the denial letters how to appeal those determinations.

At this point it appears you have no further business to conduct with the Victims of Crime Program staff until your appeals are resolved. If you feel you do have further business please conduct this in writing, via email if you prefer.

Bryan Nix, Esq.
2200 So. Rancho Drive Suite 220
Las Vegas, NV 89102
702-486-2546
<http://hearings.state.nv.us>
www.voc.nv.gov

From: Thomas Shea [Tommy_Shea@mail.com]
Sent: Monday, September 03, 2012 10:23 PM
To: Bryan Nix
Subject: claim acceptance

Hello

For some reason Rebbeca Salazzar has taken the claim(s) from Northern jurisdiction and has not made an effort to resolve any issues, respond to phone or e-mails in weeks and lied in front of our Gov Brian Sanduval Secretary of State and A.G. about issues i knew nothing about. She has twisted words denied a claim because of it and has caused all sorts of trouble. Please address this and contact me.
Thank You



"Thomas Shea" <Tommy_Shea@mail.com>

Subject: RE: Request
From: Rebecca D. Salazar
To: Thomas Shea
Date: 08/28/12 04:22 PM

I emailed you on August 24. A letter concerning your claim was sent to you last week.

Rebecca Salazar
Program Manager
State of Nevada
Victims of Crime Program
(702) 486-2744

From: Thomas Shea [mailto:Tommy_Shea@mail.com]
Sent: Tuesday, August 28, 2012 4:21 PM
To: Rebecca D. Salazar
Subject: Request

Hello,

I have called a couple times and sent a couple e-mails and i have not had any response.

Would you please contact me concerning my claim and why the delay.

I have serious medical conditions that need to be seen too.
Thank You



"Thomas Shea" <Tommy_Shea@mail.com>

Subject: RE: claim decission
From: Rebecca D. Salazar
To: Thomas Shea
Date: 08/24/12 09:59 AM

I have not received any messages from you.

We have received a form from Reno PD. We are working with the department to verify the information. You will receive a letter from our office when we've made a decision.

Rebecca Salazar
Program Manager
State of Nevada
Victims of Crime Program

From: Thomas Shea [mailto:Tommy_Shea@mail.com]
Sent: Friday, August 24, 2012 9:42 AM
To: Rebecca D. Salazar
Subject: claim decission

Hello,

I have been informed that Reno City Attorney Jack Campbell has forwarded the proper forms to your office.

I have left a message and to no avail on a return call. I am in a considerable amount of pain and this delay is

leaving me without attention from doctors. Please contact

Thank You
Thomas Shea



"Thomas Shea" <Tommy_Shea@mail.com>

Subject: RE: Claim
From: Rebecca D. Salazar
To: Thomas Shea
Date: 09/04/12 09:00 AM

Mr. Shea,

I don't understand why you are saying I've not responded to you. I sent you two emails, one on September 24th & one on September 28th, answering your questions. Regarding claim 12-10021622-LV, a letter was sent to you on 8/6/12. Regarding claim 12-10021623-LV, a letter was sent to you on 8/28/12. What requests am I not responding to?

Rebecca Salazar
 Program Manager
 State of Nevada
 Victims of Crime Program
 (702) 486-2744

From: Thomas Shea [mailto:Tommy_Shea@mail.com]
Sent: Monday, September 03, 2012 10:18 PM
To: Rebecca D. Salazar
Subject: Claim

Hello,

I have sent several messages via E-Mail and i wish a representative from your office would be so kind to respond. Because Las Vegas has accepted responsibility in deferring claim to a jurisdiction out side of procedures and does not respond to request, denies request and claims with a malicious nature and absolutely no merit in doing so.

These concern my health and well being and are needed as well as mandated, not only by common courtesy as by statutes and law. A.D.A. Act of 1990 plays a major role in the process i wish not to validate, please respond. As your phone message says a 24 hour response.

Thank You



"Thomas Shea" <Tommy_Shea@mail.com>

Subject: Re: RE: Points of authority in claim
From: tommy_shea@mail.com
To: George Crown
Date: 09/07/12 03:29 PM

Thank You, sorry about this.

> ----- Original Message -----
> From: George Crown
> Sent: 09/07/12 02:52 PM
> To: 'Thomas Shea'
> Subject: RE: Points of authority in claim
>
> T-I've been told not to respond to you improper due to our relationship
>

> -----Original Message
> From: Thomas Shea [mailto:tommy_shea@mail.com]
> Sent: Friday, September 07, 2012 3:29 PM
> To: George Crown
> Subject: Points of authority in claim
>

> Hello,
> Because of the false allegations brought against me in such a negative way i am in need to
> submit an outline as requested by the Department of Administration for up coming Agenda. If
> you could attach in E-Mail to tommy_shea@mail.com<[mailto:Tommy_shea@mail.com](mailto:tommy_shea@mail.com)>
> I am in need of:
> (1) Date when claim was filed in Las Vegas Jurisdiction
> (2) A complete copy of the claim concerning claim surrounding.
>
> I do apologize for this and hope you there will be an end to this very odd conflict of
> allegations and false labels on the innocent involved. I too feel like a victim to this
> on top of being a victim.
>
> Thank You
> Thomas Shea
>

140



"Thomas Shea" <Tommy_Shea@mail.com>

Subject: Re: RE: RE: Emergency Housing
From: tommy_shea@mail.com
To: Rebecca D. Salazar
Date: 09/06/12 02:36 PM

Would you believe it I ment to send that to somebody else... Sorry but have a nice day.

> ----- Original Message -----
> From: Rebecca D. Salazar
> Sent: 09/06/12 02:25 PM
> To: tommy_shea@mail.com
> Subject: RE: RE: Emergency Housing

>
> Anita who?
>
> Rebecca Salazar
> Program Manager
> State of Nevada
> Victims of Crime Program
> (702) 486-2744

> -----Original Message-----
> From: tommy_shea@mail.com [mailto:tommy_shea@mail.com]
> Sent: Thursday, September 06, 2012 2:25 PM
> To: Rebecca D. Salazar
> Subject: Re: RE: Emergency Housing

> O.K.
> Question, how do you know Anita?

> > ----- Original Message -----
> > From: Rebecca D. Salazar
> > Sent: 09/06/12 02:09 PM
> > To: Thomas Shea
> > Subject: RE: Emergency Housing

> > None. Emergency housing / relocation is a benefit provided when the victim is in danger or in fear for their life due to the crime. Since your crime was 9 years ago, that situation doesn't apply.

> > Rebecca Salazar
> > Program Manager
> > State of Nevada
> > Victims of Crime Program
> > (702) 486-2744

> > From: Thomas Shea [mailto:Tommy_Shea@mail.com]
> > Sent: Thursday, September 06, 2012 2:07 PM
> > To: Rebecca D. Salazar
> > Subject: Emergency Housing

> > Hello
> > What type of emergency housing am I eligible for?



"Thomas Shea" <Tommy_Shea@mail.com>

Subject: Re: RE: Emergency Housing
From: tommy_shea@mail.com
To: Rebecca D. Salazar
Date: 09/06/12 02:24 PM

O.K.

Question, how do you know Anita?

> ----- Original Message -----

> From: Rebecca D. Salazar

> Sent: 09/06/12 02:09 PM

> To: Thomas Shea

> Subject: RE: Emergency Housing

>

> None. Emergency housing / relocation is a benefit provided when the victim is in danger or in fear for their life due to the crime. Since your crime was 9 years ago, that situation doesn't apply.

>

> Rebecca Salazar

> Program Manager

> State of Nevada

> Victims of Crime Program

> (702) 486-2744

>

>

> From: Thomas Shea [mailto:Tommy_Shea@mail.com]

> Sent: Thursday, September 06, 2012 2:07 PM

> To: Rebecca D. Salazar

> Subject: Emergency Housing

>

> Hello

> What type of emergency housing am i elegendible for?

>



"Thomas Shea" <Tommy_Shea@mail.com>

Subject: claim decision
From: Thomas Shea
To: salazar@voc.nv.gov
Date: 08/24/12 09:41 AM

Hello,

I have been informed that Reno City Attorney Jack Campbell has forwarded the proper forms to your office.

I have left a message and to no avail on a return call. I am in a considerable amount of pain and this delay is leaving me without attention from doctors. Please contact

Thank You
Thomas Shea

143



"Thomas Shea" <Tommy_Shea@mail.com>

Subject: Re: RE: RE: claim acceptance
From: tommy_shea@mail.com
To: Rebecca D. Salazar
Date: 07/18/12 11:03 AM

Hello

I will if im able too...

> ----- Original Message -----

> From: Rebecca D. Salazar
 > Sent: 07/17/12 12:31 PM
 > To: tommy_shea@mail.com
 > Subject: RE: RE: claim acceptance

> One of the applications has a statement with it, but that's not the full police report. The other application has an information sheet with information about the police report. If you have the police reports, please fax them to 1-888-941-7890. And yes, anything regarding your claims should be emailed to me or faxed to the above number. George won't be handling these claims.

> Rebecca Salazar
 > Program Manager
 > State of Nevada
 > Victims of Crime Program
 > (702) 486-2744

> -----Original Message-----

> From: tommy_shea@mail.com [mailto:tommy_shea@mail.com]
 > Sent: Monday, July 16, 2012 4:33 PM
 > To: Rebecca D. Salazar
 > Subject: Re: RE: claim acceptance

> Hello...

> Well thats what im confused about then, because the police reports were sent with the 2 VOC claim applications.

> I have these doctors who want to know and injuries that need the doctor. George Crown has the originals. Can you contact him, and from now on ill fax them straight to you if thats what is required.

> Thanx

> > ----- Original Message -----

> > From: Rebecca D. Salazar
 > > Sent: 07/14/12 05:11 PM
 > > To: Thomas Shea
 > > Subject: RE: claim acceptance

> > Hello Mr. Shea,

> > What delay? We recieved your two new applications on June 25 and have requested police reports. Once we get them, we'll issue decisions. It's typical at this point to not have recieved the police reports yet.

> > Rebecca Salazar
 > > Program Manager

<http://service.mail.com/callgate-6.60.5.0/render/6.60.5.0/render/getDetails?Authorization=...> 9/10/2012

> > Victims of Crime

> > (702) 486-2744

> >

> > -----

> > *From:* Thomas Shea [Tommy_Shea@mail.com]

> > *Sent:* Saturday, July 14, 2012 2:26 PM

> > *To:* Rebecca D. Salazar

> > *Subject:* claim acceptance

> >

> > Hello,

> >

> > Upon speaking with Washoe County i have been told to direct my attention to you in Vegas for reasons on the delay of my claim. I currently have a civil case in the Federal Courts that will superceed any contiptions

> > for the claims submitted. If this is what you wish for please let me know and i would be more than happy to

> > indicate this in an amended complaint. If you need any further information i will also be happy to send you paperwork covering every angle imaginable concuring with my deposition and request. Thanx congrats

> >

>

145

Thomas Shea

9/21/2012

Board of Examiners

Being a victim of a violent crime, a crime that alters a life in such a drastic way, that makes an established life at 25 years old completely irrelevant, is an event nobody should suffer with. However to be victimized by people whose dedication in state affairs to help evaluate and assist with the issues, is an atrocity. Victim advocates are to use their skills in evaluating an individual's needs, and ability, in an attempt to right the victim back to one's whole being before the crime occurred. The converse, as will be shown here is an outrage against the moral fibers that hold together our Nations and State statutes, Constitutional rights, and rights of a human being. And when the Board of Examiners takes into light the added complications, as will be explained, it is truly amazing to think that a Battle Born native, someone who has done so many good hearted things for our state, was subjected to these taunting acts of intentional malice and total disregard.

Thomas Shea was before the Board of Examiners for the Agenda on 8/14/2012. The statements made by Rebecca Salazar Program Manager for Victims of Crime here done so with intent to defame. This was inflicted to create a defaming with intent in the midst of numerous influential people in our society, seen and depicted as harassing and threatening in nature. All very surreal when looked at as being completely false, causing a "second injury" to Thomas Shea who will forever cope to disregard the past, for the future. Victim of Crime Program officials who participate in victimization are guilty of crimes. There is no reasoning to justify such actions to be "in favor of the victim". To reiterate, this is an atrocity. An outrage and surely needs to be righted, whether by Commission and Board of Examiners, and or by Judicial process.

The nature in which these allegations are brought concludes to a surreptitiously evil natured character, creating and environment of mistrust and deception to a victim. Not only to a victim of a violent crime, to the Board of Examiners as well.

POINTS OF AUTHORITY

1. Rebecca Salazar, Program Manager for Victims of Crime in Las Vegas indicated in a formal hearing of agenda on 8/14/2012 that the "ultimate dismissal, by the appeals officer didn't have anything to do with the threats. It was simply just because he was filing outside of the timeframe allowed." Let it be asserted now with facts that victim Thomas Shea would invoke statutory grounds provided by NRS 217.115. Waiver of times specified. However, these acquisitions should be rendered moot, on the grounds of the specific forms of behavior by Rebecca Salazar, which are defined by the State as crimes.

-The limitations of time in NRS 217.110 and 217.113 may be waived by the applicant or, upon good cause shown, by the hearing officer or appeals officer.-

Here as shown, a reason beyond good to suffice any discrepancy concerning time aloud in statutes and decided. However, the contradiction and defamation made by Mrs. Salazar during Agenda on 8/14/2012 is of public knowledge. Defaming in the statement was posted to the State of Nevada Board of Examiners Hearing site, on the World Wide Web. Rebecca Salazar states that the claim was closed "due to harassment of and threats to the Hearings Division and Victims of Crime Program staff", being the "underlying reason for the dismissal of his matter". Asserting the defamation of character by a Federal employee. NRS 41.031. State would not waive immunity conferred by Eleventh Amendment here. This is an A.D.A. covered right. The dismissal is because of filing outside of time... And dismissal was because of harassment and threats... Which is it?

-January 19, 2012 Thomas Shea was in front of hearings officer to discuss the findings of lost wages and dental that were being denied repeatedly with no grounds to do so by Las Vegas V.O.C.P. and Hearings Division.

- March of 2012 Thomas Shea removed counsel due to gross malpractice.

-The first week of April 2012 was the very last time Thomas Shea spoke with Rebecca Salazar as she purposely misleads Thomas Shea to Hearings Department for reasons un-known. Hearings Division wondered why Rebecca Salazar would do such a thing.

It was here that Rebecca Salazar post marked a simple request and sent it via United States Postal Service standard delivery. The Hearing Division handles appeals inter-department as indicated in the agency description. Rebecca Salazar never returned a phone call from this point on. Her secretary Maggie stated she "was just laughing." Hearings Department indicated they could not assist and that it was all directed to Rebecca Salazar who has failed in returning phone calls, and providing information as simply requested. Hearing Department could not understand why Thomas Shea was told to contact there department as they were told it was all being handled by Rebecca Salazar, from Rebecca Salazar.

-June 20, 2012 Thomas Shea drove to Carson City to hand deliver his Motion for Reconsideration in light of events. This was sent back to Thomas Shea on September 18, 2012 from Rebecca Salazar. This indicating Hearing Department and Rebecca Salazar being directly connected.

-June 28, 2012 Thomas Shea filed civil complaint against counsel for sabotaging claim, and violating attorney client privileges in attorney malpractice.

Rebecca Salazar ceized all communication the first week of April 2012. Hearing officer order(s) dated, April 10, 2012, January 25, 2012 and February 16, 2012 stating that the Hearing Officer had issued said orders trying to get information regarding dental so that a determination could be made, as to this day not been seen by Thomas Shea, and request have been made to view these documents of orders. Request made by Board of Examiners and by Thomas Shea for Rebecca Salazar and V.O.C.P. to provide needed information have been intentionally disregarded. In April 2012 the Hearing Department indicated to Thomas Shea that they had nothing to do with or anything further concerning, and directed everything back to Rebecca Salazar Victim of Crime Program Manager in Las Vegas. All forwarding information was given to Rebecca Salazar upon last conversation in April. Thomas Shea received a package from Rebecca Salazar September 18, 2012 and this still did not contain any of the information requested to be sent. Request made by Governor Sanduval, Secretary of State Ross Miller and Attorney General Masto, about Hearing Officers orders. Sent was a copy of the information Thomas Shea provided to Carson City Hearings Office of June 28th, that Rebecca Salazar returned.

As stated for agency description: The Hearings Division is statutorily responsible for conducting all hearings in disputed workers compensation case, Victims of Crime Program appeals, State Bid Award disputes, and Department of Education disciplinary Disputes. The Division conducts hearings inter-department. Reason for Rebecca Salazar to willfully and knowingly send post marked mail regarding inter-department matters is beyond what words can describe as a pure malicious act to delay and jeopardize claimants statutory rights, just as the Division must abide statutory mandates. It must be obeyed.

Truth is Rebecca Salazar, Program Manager for Victims of Crime is guilty now of defamation, being the issuance of a false statement about another person, which caused and will forever cause Thomas Shea to suffer harm. Slander involving the making of defamatory statements by a transitory (non-fixed) representation, and an oral (spoken) representation. Libel by the making of defamatory statements in a printed or fixed medium, such as a magazine or newspaper. In the context of defamation law, a statement is "published" when it is made to the third party. That term does not mean that the statement has to be in print. This statement is not only in print, it is in print specifically to very respected political figures, as well as the World Wide Web. Thomas Shea orders Board to strike this statement. And remove it from record upon findings.

Rebecca Salazar and Hearings Division both continue violate statutory requirements after being informed of statues during the last conversation in April 2012. Thomas Shea clearly indicated his rights as a victim, and as rights being a citizen of The Great State of Nevada in the program. Also indicated were the rules, polices and regulations along with the statutory requirements of V.O.C.P. and Hearings Department. These statements of rules and of statues were then perceived as threats by Rebecca Salazar. Thomas Shea indicated he was once stabbed in the back, and felt as if it were happening again. Defamation of character pursued in an attempt to defame Thomas Shea at agenda with a story of accounts supposedly horrifying to Rebecca Salazar as she stated, to and audience in the World Wide Web. So horrifying that not more than 5 minutes later during an attempted return call being redirected by Hearings Division, her secretary Maggie states how she was "just laughing." Can the Board of Examiners define "threats" in stating statues?

2. In agenda on 8/14/2012 Governor Sandoval asked for "the specific nature of the harassment and the denial" of Thomas Shea's claim. Rebecca Salazar replied to every issue as "that type of thing". This does not constitute an actual fact. It is not even close to a statement. It is an assumption of occurrences. It is as if a string fixed at two ends with extraordinary amount of play. Rebecca Salazar was taunting and deceptive. Rebecca Salazar decided to option for post marked mail. The mail in question could have, and should have been "inner-department" delivery as described in agency description for code of conduct, being as though they were in the same building. Rebecca Salazar was insisting on post marked delivery at 9:30 AM. Thomas Shea needed the mail in question in by a deadline which would have been met by a simple inter-department delivery. Rebecca Salazar taunted Thomas Shea leaving him to suggest that he drive to Las Vegas and deliver the mail in question to make the deadline time and date. This is not a threat nor is it harassing. It is simply the acknowledgement of an only option to concur with polices and time limitations within Thomas Shea's resources at the time. Rebecca Salazar fabricated acquisitions, which is certainly reckless dis-regard for the truth.

3. Rebecca Salazar states that the cause of action for denial of claim in Agenda was a result of Compensation Officer George Crown with the Victims of Crime Program Northern Division. A signed affidavit of the Northern Nevada staff was presented as factual evidence to support the innocents of Thomas Shea. She states harassment and threats to George Crown and Eileen Wood of the Northern Nevada Victim of Crime department as being an underline reason. Which become public as a consequence of an appeal to the B.O.E., which conducts its meetings, and hearings open to the public. She then states claim was jeopardized by time restraint. All this is moot upon finding of malicious nature of Victim of Crime Program manager Rebecca Salazar.

4. Rebecca Salazar states that her reason for transferring the claim to Las Vegas was because of these acquisitions indicated in Points of Authority #3. Giving Governor Sandoval cause to concur this ultimate sanction in terms of dismissing a case. And through the defaming statements made by Rebecca Salazar, the Board was justifying no reason not to dismiss claim, and "supportive" of these statements. Here Thomas Shea asked that you not be supporting any of the information coming from Rebecca Salazar in regards to Thomas Shea. Facts reasonable and truthfully asserted by Thomas Shea and parties of V.O.C.P. staff. The damage done by the fabrications have inflicted various negative implications. Generally one cannot be guilty of actual malice due to the failure to investigate the truth of the allegations. Thomas Shea now orders the allegations to be investigated. Here Thomas Shea asserts the truth.

5. Rebecca Salazar issued claim to be moved on her own accord. Reason for Thomas Shea to be in contact with Las Vegas Victim of Crime division. The allegations of threats and harassment came when conclusions of retired judge, Mrs. Gallagher in the total claim approval of lost wages due to the severity of the crime that accrued was established. In this she encompasses the entire provision of N.R.S 217 including but not limited to the allocation of up to \$50,000 and the Governors Certificate of Meritorious Citizenship, attached to the dental that was agreed. Thomas Shea and the Compensation Officer George Crown could not understand or find reason for the claim being moved to the Las Vegas Division. The transfer of the claim done solely by Rebecca Salazar.

6. The last time Thomas Shea spoke with Rebecca Salazar was in April of 2012. The conversation in which Rebecca Salazar stated that Thomas Shea didn't have any rights, that she didn't care what the Hearing Judge said (i.e. Gallagher). She was going to have the claim closed and that was it. Thomas Shea was directed to speak with Hearings Department, who directed back to Rebecca Salazar, whom had failed to communicate with Thomas Shea up until 8/14/2012. She

concluded beyond observing facts to close the claim on her own accord soon after the unanswered for transfer of claim to Las Vegas, and unreasonable taunting. This last conversation Thomas Shea described the incidents surrounding his counsel's misrepresentation, and malpractice swaying case by reasons we see today. The blatant seizing of communication to the courts by Mr. Pakele during receiving notification by magistrate (motions and responses going unanswered and un-re-laid to Thomas Shea). Thomas Shea directed Rebecca Salazar with correct addresses and contact information. This in April. This was our last time speaking. Can the Board of Examiners define "harassing" in this?

7. Rebecca Salazar purposely delayed certain filling when requested by Victim Thomas Shea by disregarding inter-department mail and optioning for standard postmarked mail which broke a Wednesday deadline, delaying the needed information from meeting a required date. When the very odd conversation with Rebecca Salazar concerning her obvious malicious acts regarding filing for a Wednesday deadline, call was dropped from a bad reception. She essentially told Thomas Shea to contact the Hearings Department. The Hearings Department told Thomas Shea he was mis-informed and that Rebecca Salazar was the only person to speak with. Thomas Shea called the office of Victim of Crime in Las Vegas and was directed to Rebecca Salazar's secretary, Maggie. It was at this time that Maggie indicated Mrs. Salazar would not be able to take the call. That she was on another call long distance. Thomas Shea asked a question of Maggie about what Mrs. Salazar was planning to do. Maggie's response was "she's just laughing". When dealing with the procedures of the State and responsibilities such antics done with gross negligence is no laughing matter and is clearly reckless disregard for the truth, for our States mandated statutes and is morally wrong.

I cannot see state officials agreeing with the Victims of Crime Program in Las Vegas acting with such malice and negligent behavior as being tolerated. There are rules and statute policies adopted by the United Nations General Assembly of the Declaration of Basic Principles of Justice for Victims of Crime and Abuse of Power. In and by no means as the only example concerning a strong-hold on the fibers relating to governed statutes, rules and regulations. The International Victims of Crime program 1981, Universal Declaration of human Rights, the International Covenant on Civil and Political Rights and A.D.A. The United Nations has also developed international guidelines to reduce abuses against the elderly, the disabled and the mentally ill, and has drafted basic principles and guidelines on reparation for victims of gross violations of human rights and humanitarian law. Victims of Crime Program are supposed to restore victims to their rightful place in society and increase the quantity and quality of assistance available to victims. Not victimize them more. All victim assistance providers and policy makers should understand the impact of victimization in order to promote understanding of the need for assistance. That is a main objective. Here we clearly see that objective has been led astray.

8. On 9/24/2012 Bryn Nix states in E-Mail that he personally moved claim to Las Vegas when he learned that Thomas Shea had known George Crown. George Crown was simply a neighbor to my Grandmother in old Coughlin Ranch Reno N.V. The claim went to Las Vegas in the first week of April 2012, the only time the casual connection was spoken of concerning Thomas Shea and George Crown was at the Agenda Hearing on 8/14/2012. This agenda Bryon Nix was not present at, so we can conclude Rebecca Salazar relayed this to Bryon Nix personally, or he viewed the agenda minutes. However if he viewed the agenda minutes we would be assisted by Brian Nix with facts supporting his claims, not this mess of allegations. He then goes on to indicate that Victim Thomas Shea was "lying" about facts that we know now to be true through asserted evidence provided here. Las Vegas V.O.C.P. staff has inflicted permanent damage on Thomas Shea's character and public respect. There are clear false statements of fact fabricated by Victims of Crime Program in Las Vegas and violations of constitutional law, once again in attempt to discredit and defame Thomas Shea. The amount of intentional infliction is now becoming a concern.

-Thomas Shea has received nothing but harsh treatment, false acquisitions by V.O.C.P. and an over-all segregation of services needed by standards set forth in the Americans with Disabilities Act.-

9. (a.) Bryon Nix states that the "pending re-opened claim has been approved for mental health counseling only." This is not true. As we discussed and which is of V.O.C.P. concern, or so one would think, the Honorable Debra Gallagher concurred with the dental findings to be relevant and was waiting on a motion from the counsel which was removed. As

record will reflect, it was found that dental was as a direct relation to the crime. Dental was approved and was waiting for proper move in motion.

(b.) Because of the amount of significant jobs, and life accomplishments of success through sports, by Thomas Shea before the crime which left him blinded and unable to do anything as done in the past because of absolutely no depth perception, it was ordered by the court that counseling was an option (if victim wished to do so) beyond words.

(c.) Because of the utter severity of the crime and the lifestyle of Thomas Shea before the crime that left a truly amazing athlete unable to do activities, and unable to work in the career he loved it was ordered by the court to obtain the N.R.S. 217 (1) (4) provisions. Which is the Governors Certificate of Meritorious Citizenship and the allocation of up to \$50,000, and due to this case and the specifics, victim concurs with previous off record court findings that total allocation, and any relief available by the program, and in respect to being a priority one claim be given in its maximum effect.

V.O.C.P. POLICIES & STATUTES

Nevada Victims of Crime Program Policies states: “Individual exceptions to claim or benefit levels may be approved by the VOCP coordinator if necessary to avoid undue hardship to a victim or when the application of a change would violate a commitment of the VOCP to the victim, a service provider, or other person. The VOCP will not discriminate on the basis of race, color, religion (creed), gender, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, determining an individual’s eligibility for VOCP benefits, hiring and firing of staff, selection of volunteers, selection or treatment of vendors, and provision of services to, and dealings with, the public.” 42 U.S.C. §1985(3) and A.D.A. Title 3.

NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter. If revenues are insufficient to pay anticipated claims, the statute directs that claim payments must be reduced proportionately. The Victims of Crime Program Coordinator recommends paying the Priority 1 & 2 claims at 100% and Priority 3 claims at 100% of the approved amount for the 1st quarter of FY 2013. Thomas Shea’s claim is a priority 1 claim. Requiring the providing of dental. NRS 217.150 requires the B.O.E. to formulate standards for determining the amount “of any compensation payable” to an approved applicant. This section states: “The Board shall, so far as practicable, formulate standards for the uniform application of NRS 217.010 to NRS 217.270, inclusive, by the compensation officers in the determination of the amount of any compensation payable pursuant to NRS 217.010 to NRS 217.270, inclusive. The standards must take into consideration rates and amounts of compensation payable for injuries and death under other laws of this state and of the United States.”

Administrative Services Division indicates, the federal grant was in the sum of \$4,541,000, which was higher than last year’s grant. As Rebecca Salazar states in Agenda of 8/14/2012 the federal grant that was received is based on a state match. So for every 60 cents that was spent, the V.O.C.P. gets 60% match. It dates back two years. So what was spent in FY10, the V.O.C.P. gets the grant in FY12. In FY10 the V.O.C.P. spent more than usual, so it resulted in this very large grant that was received this year for the upcoming quarter. The Director of the Administrative Services Division is responsible for preparing a statewide cost allocation plan as detailed in NRS Chapter 353, Section 331. Monies here will suffice to cover any and all of statute N.R.S. 217.200.

(BDR 16-431) 217.260 1. Money for payment of compensation as ordered by the Board and for payment of salaries and other expenses incurred by the Department of Administration pursuant to NRS 217.010 to 217.270, inclusive, must be paid from the Fund for the Compensation of Victims of Crime, which is hereby created. Money in the Fund must be disbursed on the order of the Board in the same manner as other claims against the State are paid and in accordance with the rules and regulations adopted by the Board pursuant to NRS 217.130. Such rules and regulations must include, without limitation, the requirements that: (a) Claims be categorized as to their priority; and (b) Claims categorized as the highest priority be paid, in whole or in part, before other claims. The Board shall estimate quarterly: (a) The revenue in the Fund which is available for the payment of compensation; and (b) The anticipated expenses for the next quarter.

NRS 217.260 (1) requires the B.O.E. to estimate its revenue and anticipated expenses on a quarterly basis, and when anticipated expenses exceed anticipated revenue to pay claims at the same reduced rate as expenses exceed revenue. This section states, in pertinent part: “The Board shall estimate quarterly: (a) The revenue in the Fund which is available for the payment of compensation; and (b) The anticipated expenses for the next quarter. If the estimated expenses for the quarter exceed the available revenue, all claims paid in that quarter must be reduced in the same proportion as the expenses exceeded the revenue.” These policies establish priorities for the payment of claims so that approved expenses do not exceed available revenues in any fiscal year quarter. Approved expenses in their maximum effect will not exceed revenues as any calculation will indicate. When claims are paid pursuant to these policies expenses will not exceed revenues budgeted for the payment of claims. The application of cost containment measures, including fee schedules and claim and benefit caps are intended to maintain claim costs in a manner to avoid blanket claim reductions by a percentage of estimated expenses over revenue as provided by NRS 217.260 (1).

Claim Payment Priorities

In order to effectuate the provisions of the applicable statutes, and the standards and criteria stated in these policies, the VOCP will pay approved claims according to the priorities established in this section. Claims will be categorized and paid by priority as follows: Priority One Claims will be paid before all other existing or known claims are paid and consist of bills for medical treatment or services provided to the applicant that were preapproved by the compensation officer, after the claim has been approved by the VOCP. Such claims may include expenses such as: surgery to remove bullets, reparative cosmetic or dental care, prosthetic devices, or equipment such as wheelchairs.

-Thomas Shea is a priority one claim and has been denied the dental, and facial cosmetic surgery options available to him by and through V.O.C.P. Facial injuries are far the most damaging form of assault. Victim suffered a range of physical damage, physical injuries included permanent effect of a crime and when combined with the second injury on top of psychological recovery with facial disfiguration and the total loss of every love in life, argued and urged is for the full compensation by and through the V.O.C.P. and the B.O.E. to the maximum effect-

In section 4. Americans with Disabilities Statement (A.) VOCP will take all reasonable measures to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently due to the absence of auxiliary aids and services identified in the Americans with Disabilities Act. (B.) If special needs accommodations are necessary in order for any individual to obtain services from the VOCP, advance notice should be provided to the VOCP staff.

-We can easily assert that V.O.C.P. has not come close to analyzing the victim's resources to right Thomas Shea. The most effective assistance was destroying the victims emotional state so far as to leave lost consortium an issue with heart conditions due to this situation is the effect the V.O.C.P. has created.-

OUTLINE TO EVENTS

Thomas Shea did not have any contact with Rebecca Salazar by phone, nor E-Mail from April 2012 to the agenda on August 14, 2012. No messages or phone calls returned. During this time Thomas Shea had harassment and threat allegations by 3 people. One of them being a Deputy Clerk at the Second Judicial District Court by the name of Anita. Because of civil cases filed. One civil case was defamation. I had not spoken with this person in years, and 4 days after filling the defamation case that person attempted to press charges on some completely false and outrageous story of some 5 years ago. Coincidence here is too much. The connection is un-mistakenly there. Anita, the filing Deputy Clerk told this person of pending civil suit and that person tried dearly to cover tracks. Statute of limitations have passed and in whole solidifies civil case due to statement and contradictions made. Including and not limited to Dana Vogels acquisitions in Torrance California. All of these people are directly connected to the Sprint account in question.

Thomas Shea had a Boost Nextel account with area code (818) when living in Palos Verdes, California. When issues arose from complete incompetence of counsel retained for this matter Thomas Shea traveled back to Reno. And in doing so the (818) area code phone number was transferred to a proper (775) area code. This phone number was then "ported" to T-Mobile phone carrier, then to Sprint/Nextel phone carrier without Thomas Shea's request, consent or approval. This phone account had Thomas Shea's e-mail attached as is standard procedure. Thus giving M.V.N.O.'s with malicious intent access to Thomas Shea computer.

Explanation. When cell phones were just phone lines, Mobile Network Operators (M.N.O.) were used to transfer data. Now that cell phones are essentially mini computers themselves we utilize Mobile Virtual Network Operators, or M.V.N.O.'s.

M.V.N.O. status can be acquired by anyone. They are individuals who provide a service to phone companies. Since Thomas Shea had his phone line maliciously ported through several different phone carriers without his knowledge this is a problem. And because of the events that were transpiring it was evident something was wrong. If you would turn your attention to attachments, you will see that through certain M.V.N.O.'s and the corruption this is the result. The "[::]" portion of the I.P. address's on Thomas Shea's computer were packets of information taken from his computer, sent to another destination, altered, and returned. Returned with altered information in an effort to plant false information, and gain access to one's computer. When Thomas Shea discovered this he was brought to light on a true conspiracy that could threaten nation security if not understood and corrected. This case is real and moving in motion in the Federal Courts at \$300,000,000.

Beginning this investigation Thomas Shea began to find legalities as far as East is from West violated. So with that, there was a filling of civil suits. One in particular is of a major concern. Thomas Shea was Grandma's favorite. And shortly after graduating High School, Martha Shea (Thomas Shea grandmother) put property deeds into the name of Tommy Shea. Ten of them. These were purchased originally in 1959 and cover plots in the hills of Reno. Dennis Shea, Thomas Shea's uncle through Seven Feathers LLC forged documents and had notary put them into his name starting in 2002 to present. These properties Dennis Shea, and Seven Feathers LLC has built houses on. \$230,000-\$325,000 respectively. One of the plots that originally belonged to Thomas Shea is listed at \$800,000 with a house now built on his property under Seven Feathers LLC. Since Thomas Shea had filed a civil lawsuit against Seven Feathers LLC to right the wrong through the law of the land it is only obvious that repercussions would follow with amount as large as they are and a clear intention to do harm by Dennis Shea.

This is something Dennis Shea had no idea would ever happen, and his motives to see that I never found out are great.

Since the disability through a crime which left Thomas Shea blinded, there are very few options for employment. So from 2006-2010 Thomas Shea sat down and read the entire Nevada Revised Statute library. He excelled in classes beyond anybody else's standards in the State of Nevada. Thomas Shea was the only student to get 100% on every pre-test, chapter test, and finals in one of his classes. Truly a gift. Looking to pursue some type of law to start a career path, along with computer training. And these two choices unknowingly seems to have been a very wise, preconceived plan for the future.

Thomas Shea being a member of the Washoe County Law Library (see attachments) he began to right the wrongs. One arbitrary day W.C.S.O. interred the Law Library and accused of harassment and threats. The very same time Rebecca Salazar states she was harassed in the month of April, along with another acquisition with the very same implications.

When Thomas Shea confronted the accuser Anita, the filling Deputy Clerk, she stated. "It is probably because you have filled so many "claims", and we don't like it when there not followed up." Exact words. This was shortly after filling against Seven Feathers LLC. She was then informed of the status of these cases. They were *in forma pauperis* and she was informed that until approved by the Honorable Hardy in Dept. 15 Thomas Shea could not move in motion on them. However Thomas Shea did have 3 cases which he was diligently working on.

152

This appeared to be the end of that acquisition. The supervisor in the Second Judicial District Court was present when Deputy Clerk Anita stated this. Because one has filled civil suits in the court of law you cannot charge them with threats and harassment. Sheriffs told Thomas Shea he was not to pursue civil procedures in any way shape or form and was told to leave the court, on several occasions. Sheriffs also demanded to know what the lawsuits were pertaining too. While in the Law Library Sheriffs actually went through the paper possessions of Thomas Shea.

Thomas Shea has also suffered some serious mental health issues that have cost outstanding amounts of life's energy and have been partially fueled by V.O.C.P. as indicated by the amount of times Thomas Shea was denied for lost wages when all paperwork was true, correct and absolutely nothing was wrong per statute, regulation and policy.

While attempting to attend a confirmation for arbitration on the second floor he was told to leave by Sheriffs. Leaving Honorable Barry questioning why there was a no show to conference.

Nobody knew of the cases filed at the Second Judicial District Court. By law they were not publically accessible because of *in forma pauperis* status not yet decided, and the relayed sensitive information to the parties involved attempting to discredit, and ruin cases. Any information which a compensation officer obtains in the investigation of a claim for compensation pursuant to NRS 217.090 or which is submitted pursuant to NRS 217.100 is confidential and must not be disclosed except: Upon the request of the applicant or the applicant's attorney. In the necessary administration of this chapter, or upon the lawful order of a court of competent jurisdiction, unless the disclosure is otherwise prohibited by law. So how did these acquisitions all come upon Thomas Shea regarding elements in secured cases?

Anita no longer works at the Courthouse. It is relevant that there is more than a casual connection between Rebecca Salazar and Deputy Filing Clerk Anita, in a conspiracy to acquire information as to what Thomas Shea was filling and what cases were going to be heard. Statements made by these parties done with "actual malice".

Thomas Shea can link through more than a casual connection Deputy Clerk Anita, Rebecca Salazar, W.C.S.O. and Reno Detective Joseph Lever. Anita was informing all parties what Thomas Shea was doing, Rebecca Salazar was deferring any statutory rights provided by V.O.C.P., Washoe County Sheriff Officers were violating Constitutional rights, and Reno Detectives doing all they could to obtain the information of Thomas Shea regarding his cases. Thomas Shea has filled all complaints in respect to W.C.S.O. Thomas Shea has also filed complaints against the Reno Police Department for their continued violations.

Reno Detective Joseph Lever directly involved himself in the attempt to confiscate items belonging to Thomas Shea. When Detective Lever was confronted he blatantly lied and attempted to fabricate a story to fit his needs. Detective Lever also knew for a fact that a friend of Thomas Shea's was in possession of one of his old laptops. Detective Lever then falsified evidence, illegally searched and seized property from Cameron Ross Cottles residence, and planted drugs to solidify his reasoning. When Thomas Shea went to the Reno Police Station to confront Detective Lever on the items he had "recovered" from Cameron Cottles residence he produced "one" i-pad. And claimed this was all he had taken from the residence. Thomas Shea in fact knew were the i-pad had come from. It was a particular i-pad used as "bait". 20+ people can verify that numerous computer items were confiscated. None of these items were cataloged and this is a fact because most of them originally belonged to Thomas Shea and they were tracked. The final destination was not the Reno Police Department Evidence room. We will be ordering for charges to be dismissed, respectfully and promptly.

W.C.S.O. attempted to get Thomas Shea kicked out of the Second Judicial District Court by flagrant acquisitions and meaningless assumptions. W.C.S.O. illegally searched through personal possessions, verified that if Thomas Shea attempted to practice civil procedure he would "have problems". Thomas Shea obtains a Law Library Card in which to utilize the Law Library for educational purposes for employment. On numerous occasions this privileged right was detoured by Sheriffs. When Thomas Shea attempted to get witness statements from other Deputy Clerks, Law Library Clerks and private security whom run the metal detectors at Second Judicial District Court, Washoe County Sheriffs Sergeant outrageously yelled at Thomas Shea that he had no right to get witness statement for future litigation of a civil matter. Made comments about his facial disfigurement and disability, detained Thomas Shea for no reason (since the

claims from Anita were deemed un-truthful), and seizing paper property from Thomas Shea without cause and or warrant on several occasions, and over all police misconduct. Sheriff Sergeant Musser ripped the witness statements from the hands of Thomas Shea and from the supervisor at the Second Judicial District Court and disposed of them. He did this with assistance from another Sergeant. And then told Thomas Shea to leave stating "WE DON'T WANT YOU HERE! GET OUT!" Thomas Shea once again relayed his rights as a citizen to the two Sergeants. Nothing was taken into consideration and here Washoe County Sheriff Sergeant put his hand on his weapon after disposing of statements. These are constitutionally protected rights violated tenfold.

Anita the Deputy Clerk falsified allegations with knowing intent to defame and possibly get Thomas Shea arrested.

Rebecca Salazar, Program Manager for Victims of Crime falsified allegations to State Officials and very elite members of our political community to defame and have claim rejected. The intentional false communication, written and spoken, harming Thomas Shea's reputation, decreasing respect, regard, and confidence in which person is held and induced disparaging, hostile, and disagreeable opinions and feelings against Thomas Shea is gross intent and done so to a disabled individual in a quest for disability benefits, and education, and possibly employment. It is clear that this case falls within the boundaries of the defamation act secured by A.D.A. Title 3. And the connection with time filling of Seven Feathers LLC concerning very valued property is an issue to be righted by the Courts and the law of the land.

THOMAS SHEA

Born in Washoe County 1978. Spent his educational years in Southern California at the base of a very affluent community know as Palos Verdes. Thomas Shea grew up in a mannered environment dedicated to academics and sports. Living a block from the beach surfing was a major part of the daily life. South High School had 0-1 period surf class with legends such as Hagen Kelly. Thomas Shea has absolutely no depth perception now, blinded. To judge one-steps on land as well as on a surfboard is a daunting task. The activities once mastered to perfection have diminished 100%. No longer able to work in the field of choice, and no longer able to do any life activities, hobbies and enjoyments of life.

Thomas would fly from Los Angeles to Reno to visit his father and Grandparents every other holiday, and every other summer and winter. Grandparents gave his father one of the properties on Canyon Drive that was kiddy corner to Grandparents house on Pinto Place, in-between the three plots which had our horses. Thomas Shea was his Grandparents favorite simply because he was there. Every year as a child for months at a time he gave the life back to his grandparents and gave them the opportunity to be grandparents. The other grandchildren just were not there enough to establish the solid relationship Thomas Shea had. It was the greatest years of one life. Granddad being full blooded Irish he instilled the true essence of being an Irishman, and Grandmother being originally a "Portz" (full blooded German) instilled the true foundation of adversity in the wars and struggling to make ends meet. Granddad who worked like a horse till his dyeing day at the old Ryland Medical building and bar/club. Grandmother being the head nurse at Washoe County hospital for 40 years. They were the founding members of our community here in Reno. Years spent with Granddad Merlin Shea, and Grandmother Martha Shea. Truly a gift to have those memories and all the treasured times living just across the pasture from his Grandparents. Always egger to include dinner at secluded restaurants with choice meals of the finest steaks in the whole entire world! Quiet times, intriguing stories of faraway places and events, pastries, and everything a boy could dream of well within respect. They remain a gift and forever will be remembered and held in the highest of regards.

The siblings of Martha & Merlin Shea are, Dennis Shea, Jerry Shea, and Kathy Jorgensen. The two brothers were never happy with Thomas Shea's father and memories are vivid of the true animosity of his uncles towards him. Thus, a superior motive for Dennis Shea to blatantly acquire the deeds left to Thomas Shea. Since his father has since fallen to beginning stages of Alzheimer's disease it is now Thomas Shea's authority to assert the law of the land, no matter how out numbered. Knowing his Grandparent would not put up with it, and can place a bet that they are "rolling in there grave."

Schooled in California, primarily living with his Mother and Stepfather who was an Englishman Thomas Shea was instilled very proper standards of living. Respecting elders and manners. Responsibility for one's actions and learning to overcome adversity. Garry Hardwick made an incredible father figure, and taught Thomas Shea the secrets of being an all-star soccer player. Owning his electrical company named after sibling sister Ashley Hardwick was born, Ashborne Electric. 1985. This was the year "employment" with his stepfather begun. At the age of 7 Thomas Shea had job duties. Chores were considered as things which were done because that's what you did. Responsibilities and being responsible while doing them. This electrical company in turn became Integrated Electrical Services (I.E.S. inc.) in 2000. Projects proud to of been a leader of and directly in charge of, include but not limited to: Abercrombie & Finch retail stores, Long Beach Power Plant, Commerce Casino in the City of Commerce California, Hawaiian Gardens Casino in the City of Hawaiian Gardens California, numerous strip malls to name a few. See attachments

While holding grades above average Thomas Shea excelled in all realms of sports. Golfing weekends, tennis and football, however soccer was imbedded as a way of life since the age of 5. Playing in league and club associations for 15 plus years. Trophies enough to fill a room Thomas Shea took his skills in soccer and utilized them in hockey. Same concept yet all of that today is now irrelevant. The disability inflicted by a manslaughter crime took so much from these major life activities. Never being able enjoying a pick up soccer game.

Hockey was a major part of Thomas Shea's life. So major in fact the entire hockey program in the high schools on the West Coast was established, and implemented because of Thomas Shea. This not only boosted moral in schools which followed like the famous Torrance High where Beverly Hills 90210 was filmed, and Beverly Hills High, but also gave the City of Torrance a chance to build a hockey rink due to the movement. This hockey rink is located at Wilson Park in the City of Torrance and since has had many renovations due to the popularity adding commerce and influence. During Thomas Shea's junior year while Assistant Captain of the South High Spartans, (Captain Charlie Bonello) the inaugural year of the hockey league for the high schools, the "try out" of the program, South High took all, with skills from an elite team of all-stars.

Having spent entire childhood playing soccer in league and club teams 15+ years, utilizing soccer skills in hockey. Being a freshman at South High School, Thomas Shea was C.I.F. pole-vaulter clearing 11/6 at the end of his freshman year in track and field giving him Letterman privileges. Outside linebacker, tight end and full back positions as well as special team's kicker in football. Soccer once again allowed Thomas Shea to do things like put the ball on the far side of the field with ease.

In 1997, while working at a very prestigious steak and seafood restaurant, The Chart House, that overlooked a famous surf spot in Redondo Beach, Thomas Shea was "discovered" by Brad Posey. The individual who took notice of Thomas Shea's debonair ways and dashing good looks was responsible for signing and managing such dynamics for that time such as Carmen Electra, Carson Daily, Simon Rex and the famous faces of MTV. Here head shots were taken and portfolio built for a career in modeling. While doing some small parts Thomas Shea was more dedicated to other avenues in life though had fun in the movie world for the time. Since the crime against Thomas Shea has left him severally disfigured, none of this is ever going to be possible. Even a stunt double for Ben Aflack would now be non-existent. The crime that took so much of Thomas Shea's life also took this career opportunity. During this time Thomas Shea was a member of the Screen Actors Guild. Doing such projects like, Coke commercial, Sinfield episodes and many other parts as an extra in the Paramount movie and entertainment business.

1996-2006 Practiced a Northern Chinese form of Tai Chi under Sensei Mark & Scott Davenport. Muay-Thai & Kendo kung-fu also utilized. 1998-2004 Under Reno's Sensei Sung. Martial Arts. Kung-Fu.

In 1998 Thomas Shea moved to Reno from sponsorship of a hockey team through a small hockey shop that was down the street from his Families bar and nightclub Del Mar Station. While on this hockey team, Reno took the State of Nevada by surprise in complete domination. A sport that was loved and cherished beyond words. One in which will never be enjoyed due to the disability which left Thomas Shea unable to determine depth. Skating ability diminished,

accuracy and skill threaten by this disability to leave a sense nausea when attempted from absolutely no depth perception. It is embarrassing to the point of emotional breakdown. Like losing a best friend for the second time.

During the year of 1998 Thomas Shea, while holding down the Reno hockey team, was apart of the massive construction projected that boomed in Carson City. This led to another love in life which can no longer be done due to the tragic loss of sight. With the team of builders we took Carson and transformed it. And through the skills of building Thomas Shea became dedicated to the aspects of construction. One dedicated to achieving architectural realms in the future.

Thomas Shea also took part in bringing every rock n'roll band known to man to the City of Reno. Family owned club Del Mar Station catered to rock stars like Creed, Godsmack, Nickleback, 3 Doors Down, Long beach Dub All-stars (Sublime), to play at the club as the founding of National status to name a few. Every Friday, and Saturday night Thomas Shea opened the club and did band set-up, catering, and promotion for the club and bands. Bar backing the night club after it became an all age's venue gave the opportunity to experience club management par to none. Listed bands brought to Reno would easily fill several pages now at the nationally recognize stage of their carriers and even hosting television series of today. See attachment

While living in an apartment above Family owned bar Shea's Tavern, playing hockey, building houses, and running the club, Thomas Shea was assigned the project of remodeling Luciano's Fine Italian Restaurant after a fire destroyed most of the dining room. In 2003-2004 Luciano sought and hired Thomas Shea again, this time to build his new establishment.

Thomas Shea alongside partner in a welding projected constructed the Clarkdale Museum of Copper Art, housed in the former Clarkdale High School. Built in 1928 this building was restored to its original grandeur and showcases unique copper art from around the world. This was done for the centennial year of Arizona 2012 and completed. See attachments

Loving the construction world Thomas Shea was a part of our Local 971 and jobs include Peppermill expansion, Reno Event Center, Sparks Fire Department #5. See attachments

In September of 2003 while innocently being at the wrong place at the wrong time he lost his sight and every possible dream he had ever lived and worked for in life! The most devastating blow any person could endure. One would realize the full impact as being a life changing event. Not to succumb to defeat, there was a drive to overcome. To move on with the focus of a leader. To make all means necessary in fulfilling life with some sort of enjoyment after losing so much shows true heart and dedication to never give up. It has its up's and downs. Facially disfigured after being a model. Being looked at with all eyes seeing what is still to this day hard to believe. Every movement being done with a clumsy nature. The brain works in mysterious ways. And for Thomas Shea, a person who is calculated and very finite in reasoning, understanding the full, and complete awareness of calculations such as 3.141 and $e=mc^2$, this is still hard to comprehend and saddening. Not being able to overcome the loss of depth perception, ruining ones functional life is very hard to come to grips with. And not to mention the drama with V.O.C.P. staff. Loss of consortium from these experiences leaves Thomas Shea essentially secluded from relationships in any way shape or form for years. Years to be enjoyed by a young man at the age of 33. And having to deal with the people currently surrounding, with these acquisitions and assumptions in efforts to dictate one's life is yet another obstacle ready to be overcome. Promising to never drop a tear, though let these words assure you, it hurts so bad.

FUTURE OBJECTIVES

In order for one to live, participate, and elevate today, we must be on a constant. Looking back at the events that changed the life once known, doors opened for aspects of a more meaningful experience. With an obscene amount of political affiliations pushing towards legal avenues, the goal for Thomas Shea is to create in architecture. Renovations, remodels and doing this while utilizing energy efficient means and material. Products and service solutions for specific

energy requirements. N.V. energy just this past year, surpassed the renewable energy threshold of one gig watt (1,000,000,000 watts)! This is amazing.

Thomas Shea aspires to launch a clothing line. CONTRABAND CONCEPTS 5150 to reach into the MMA world as well as contemporary styles. Classy and intriguing. See attachment of designs.

Thomas Shea has a 7-year old son to enjoy life with. Justus Shea. A life to live and ventures to create. Success in achieving full understanding of JKD. School to attend to learn all that is possible. Lands to visit and conclusions to problems secured in the fist of a righteous young man, a hard working young man, meant to do great things.

AGENDA REQUEST

- (1) The formal striking of defamation and defaming statements as shown Thomas Shea is a person who could be defamed.
- (2) Board of Examiners to accept dental and counseling for victim Thomas Shea. If there were a way to help with scars, it would sincerely be appreciated for cosmetic procedure one already requested and denied even at priority 1 status.
- (3) By knowledge now reveled in this letter and surroundings Thomas Shea respectfully, request the Governors Certificate of Meritorious Citizenship for his continued path for excellence and the allocation of additional \$50,000 by B.O.E. 4.6 million In future reserves.
- (4) Witnesses: George Crown, Eileen Wood, Rebecca Salazar, Brian Nix. To be present to state facts.
- (5) Moreover, the revealing of the mysterious orders from Hearing Divisions never acquired by Thomas Shea after numerous request, by numerous people, over many months. Orders dated, April 10, 2012, January 25, 2012 and February 16, 2012.
- (6) To never be a victim if a violent crime again...

For Budget Division Use Only	
Reviewed by:	SKB
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Business and Industry, Dairy Commission
 4600 Kietzke lane, Building A-17
 Reno, Nevada 89502
 contact: Lynn Hettrick Phone: (775) 688-1211 x29 Fax: (775) 688-1218 lhhettrick@dairy.state.nv.us

2. Name of Landlord (Lessor): JS Park Sahara, LLC

3. Address of Landlord: 1600 Dove Street, Suite 480
 Newport Beach, California 92660

4. Property contact: c/o Optima Asset Management Services
 Kem Braswell Phone: (949) 852-0900 x17 Fax: (949) 752-5113 kem@optimaasset.com

5. Address of Lease property: 1830 East Sahara Avenue, Suite 112
 Las Vegas, Nevada 89100

a. Square Footage: Rentable 1,447
 Useable

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$1,519.35	12	\$18,232.20	November 1, 2012 - October 31, 2013	\$1.050
\$1,519.35	1	\$1,519.35	November 1, 2013 - December 31, 2013	\$1.050

c. Total Lease Consideration: 13 \$19,751.55

d. Option to renew: Yes No Renewal terms: One identical term

e. Holdover notice: # of Days required 30 Holdover terms: 90/5%

f. Term: Thirteen (13) Months

g. Pass-thrus & CAMS: None

h. Utilities: Landlord Tenant

i. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see remarks)

j. Major repairs: Landlord Tenant

k. Minor repairs: Landlord Tenant

l. Taxes: Landlord Tenant

m. Comparable Market Rate: \$1.64 - \$2.45

n. Specific termination clause in lease: Breach/Default lack of funding

o. Lease will be paid for by Agency Budget Account Number: 4470

6. Purpose of the lease: To house the Dairy Commission

7. 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

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

OCT 09 2012

a. Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

Remarks: Leasing Services negotiated this full service lease with a rent reduction. Total savings for the 13 month period is \$12,540.45.

Exceptions/ Special notes:

(0004)

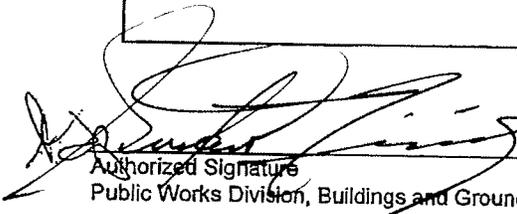
STATEWIDE LEASE INFORMATION

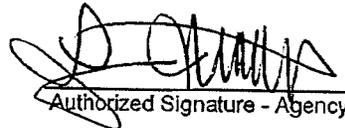
8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20051400133		
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/> LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section			
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
*If yes, please explain in exceptions section			
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
*If yes, please explain in exceptions section			
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	T29007659		

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

 10-9-12
 Authorized Signature Date
 Public Works Division, Buildings and Grounds Section

 10-3-12
 Authorized Signature - Agency Date

II
 For Board of Examiners YES NO

STATEWIDE LEASE INFORMATION

1. Agency: Department of Business and Industry
 Division of Industrial Relations, Mine Safety
 400 West King Street, Suite 210
 Carson City, Nevada 89703
 contact: Jeff Bixler phone: 775.684.7095 fax: 775.687.8259 email: jbxler@business.nv.gov

2. Name of Landlord (Lessor): TG Sheppard 1995 Family Limited Partnership

3. Address of Landlord: 605 West Haskell Street
 Winnemucca, Nevada 89445

4. Property contact: Cheri Maynick
 phone: 775.623.5266 fax: 775.623.1479 email: tgsheppard@sbcglobal.net

5. Address of Lease property: 475 West Haskell Street
 Winnemucca, NV 89445

a. Square Footage: Rentable 453
 Useable

b. Cost:

cost per month	# of months	cost per year	time frame	Approximate cost per square foot
\$385.05	12	\$4,620.60	November 1, 2012 - October 31, 2013	\$ 0.850
\$385.05	12	\$4,620.60	November 1, 2013 - October 31, 2014	\$ 0.850
\$392.75	12	\$4,713.00	November 1, 2014 - October 31, 2015	\$ 0.867
\$392.75	12	\$4,713.00	November 1, 2015 - October 31, 2016	\$ 0.867
\$400.45	12	\$4,805.40	November 1, 2016 - October 31, 2017	\$ 0.884
\$400.45	12	\$4,805.40	November 1, 2017 - October 31, 2018	\$ 0.884
\$408.61	12	\$4,903.32	November 1, 2018 - October 31, 2019	\$ 0.902
\$408.61	12	\$4,903.32	November 1, 2019 - October 31, 2020	\$ 0.902
\$416.76	12	\$5,001.12	November 1, 2020 - October 31, 2021	\$ 0.920
\$416.76	12	\$5,001.12	November 1, 2021 - October 31, 2022	\$ 0.920
		120	\$48,086.88	

Increase % 2.00%
 2.00%
 2.00%
 2.00%

RECEIVED
 OCT 10 2012

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

d. Option to renew: Yes No
 e. Holdover notice: # of Days required 60
 f. Term: Ten (10) years
 g. Pass-thrus & CAMS: None
 h. Utilities: Landlord Tenant
 i. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see remarks)
 j. Major repairs: Landlord Tenant
 k. Minor repairs: Landlord Tenant
 l. Taxes: Landlord Tenant
 m. Comparable Market Rate: After every effort to obtain this information, the market rate is not available in this rural area
 n. Specific termination clause in lease: Breach/Default lack of funding
 o. Lease will be paid for by Agency Budget Account Number: 4686

6. Purpose of the lease: To house the Division of Industrial Relations, Mine Safety

7. 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

a. Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

Remarks: This new lease and associated tenant improvement was a result of a 30 day (17 working day) Demand to Vacate notice received by Rural Clinics. The savings are \$419.40 in years 1 & 2 each, \$327.00 in years 3 & 4 each, \$234.60 in years 5 & 6 each, \$136.68 in years 7 & 8 each, \$38.88 in years 9 & 10 each, for a total savings of \$2,313.12 or 4.81%. Mine Safety consolidated their offices into a shared office and have separate onsite storage for their equipment.

Exceptions/ Special notes: The consolidation of Rural Clinics with existing agencies provides a one-stop location for many state services. Leasing Services managed interim and final space planning as well as moves to accommodate construction and occupancy of additional tenants. Tenant improvements and enhanced ADA access was negotiated, along with reduced rates and full service lease agreements to house six agencies.

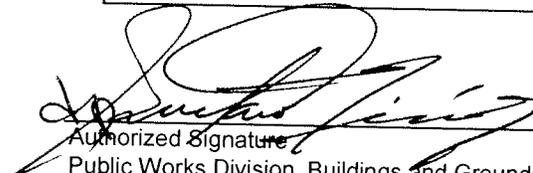
STATEWIDE LEASE INFORMATION

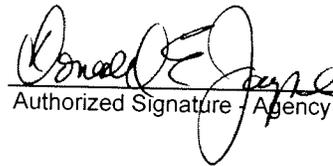
8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV19951040409			
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input checked="" type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
d. Is the Contractors Name the same as the Legal Entity Name? *If yes, please explain in exceptions section	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
e. Does the Contractor have a current Nevada State Business License (SBL)? *If yes, please explain in exceptions section	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	T41772100			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO


Authorized Signature _____ Date 10-10-12
Public Works Division, Buildings and Grounds Section
kg/ll


Authorized Signature _____ Date 10/8/12
Agency _____

For Board of Examiners YES NO

STATEWIDE LEASE INFORMATION

1. Agency: Department of Employment, Training and Rehabilitation
500 East Third Street
Carson City, Nevada 89706
contact: Tami Nash phone: 775.684.3891 fax: 7

2. Name of Landlord (Lessor): T.G. Sheppard 1995 Family Limited Partnership

3. Address of Landlord: 605 West Haskell Street
Winnemucca, Nevada 89445

4. Property contact: Cheri Maynick
phone: 775.623.5266 fax: 775.623.1479 email

5. Address of Lease property: 475 West Haskell Street
Winnemucca, Nevada 89445

a. Square Footage: Rentable 4,658
 Useable

b. Cost:

cost per month	# of months	cost per year	time
\$3,959.30	12	\$47,511.60	Nov
\$3,959.30	12	\$47,511.60	Nov
2% \$4,038.49	12	\$48,461.88	Nov
2% \$4,038.49	12	\$48,461.88	Nov
2% \$4,117.67	12	\$49,412.04	Nov
2% \$4,117.67	12	\$49,412.04	Nov
2% \$4,201.52	12	\$50,418.24	Nov
2% \$4,201.52	12	\$50,418.24	Nov
2% \$4,285.36	12	\$51,424.32	Nov
2% \$4,285.36	12	\$51,424.32	Nov

Increase %

c. Total Lease Consideration: 120 \$494,456.16

d. Option to renew: Yes No Renewal term

e. Holdover notice: # of Days required 60 Holdover term

f. Term: Ten (10) Years

g. Pass-thrus & CAMS: None

h. Utilities: Landlord Tenant

i. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see remarks)

j. Major repairs: Landlord Tenant

k. Minor repairs: Landlord Tenant

l. Taxes: Landlord Tenant

m. Comparable Market Rate: After every effort to obtain this information, the Market Rate is not available for this rural area.

n. Specific termination clause in lease: Breach/Default lack of funding

o. Lease will be paid for by Agency Budget Account Number: 4770, 3265

Retroactive to Nov. 1, 2012

Agency Copy - Includes Original Copy of Vendor approved plans.

0
0
7
7
4
4
2
0
0

RECEIVED
OCT 10 2012
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

6. Purpose of the lease: To house the Department of Employment, Training and Rehabilitation

7. 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

a. Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

Remarks: This new lease and associated tenant improvement was a result of a 30 day (17 working day) Demand to Vacate notice received by Rural Clinics. The square footage rent rate has been reduced from \$0.865 to \$0.850 per sqft. DETR doubled its space in Winnemucca to better serve clients. The new space allows for the additional square footage; it also provides a separate entrance and a separate lobby for the exclusive use of the agency.

Exceptions/ Special notes: The consolidation of Rural Clinics with existing agencies provides a one-stop location for many state services. Leasing Services managed interim and final space planning as well as moves to accommodate construction and occupancy of additional tenants. Tenant improvements and enhanced ADA access was negotiated, along with reduced rates and full service lease agreements to house six agencies.

Case # 3

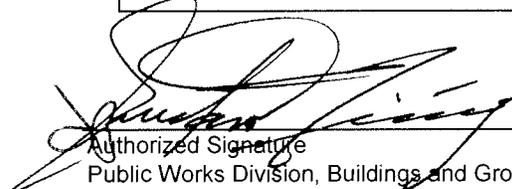
STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19951040409</u>			
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input checked="" type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If yes, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If yes, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States				
f. Office?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T41772100</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO



Authorized Signature
Public Works Division, Buildings and Grounds Section
Date 10-10-12



Authorized Signature - Agency
Date 10-9-12

||
For Board of Examiners YES NO

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 Division of Child and Family Services
 4126 Technology Way, 3rd Floor
 Carson City, Nevada 89706
 contact: Christine Phenix phone: 775.684.4412 fax: 775.684.4455 email: cphenix@dcfs.nv.gov

2. Name of Landlord (Lessor): T.G. Sheppard 1995 Family Limited Partnership

3. Address of Landlord: 605 West Haskell Street
 Winnemucca, Nevada 89445

4. Property contact: Cheri Maynick
 phone: 775.623.5266 fax: 775.623.1479 email: tgsheppard@sbcglobal.net

5. Address of Lease property: 475 West Haskell Street
 Winnemucca, Nevada 89445

a. Square Footage: Rentable 3,284
 Useable

b. Cost:

cost per month	# of months	cost per year	time frame	cost per square foot
\$2,791.40	12	\$33,496.80	November 1, 2012 - October 31, 2013	\$0.850
\$2,791.40	12	\$33,496.80	November 1, 2013 - October 31, 2014	\$0.850
2% \$2,847.23	12	\$34,166.76	November 1, 2014 - October 31, 2015	\$0.867
2% \$2,847.23	12	\$34,166.76	November 1, 2015 - October 31, 2016	\$0.867
2% \$2,903.06	12	\$34,836.72	November 1, 2016 - October 31, 2017	\$0.884
2% \$2,903.06	12	\$34,836.72	November 1, 2017 - October 31, 2018	\$0.884
2% \$2,962.17	12	\$35,546.04	November 1, 2018 - October 31, 2019	\$0.902
2% \$2,962.17	12	\$35,546.04	November 1, 2019 - October 31, 2020	\$0.902
2% \$3,021.28	12	\$36,255.36	November 1, 2020 - October 31, 2021	\$0.920
2% \$3,021.28	12	\$36,255.36	November 1, 2021 - October 31, 2022	\$0.920
c. Total Lease Consideration:		120	\$348,603.36	

RECEIVED

OCT 10 2012

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

d. Option to renew: Yes No Renewal terms: One identical term

e. Holdover notice: # of Days required 60 Holdover terms: 5%/90

f. Term: Ten (10) Years

g. Pass-thrus & CAMS: None

h. Utilities: Landlord Tenant

i. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see remarks)

j. Major repairs: Landlord Tenant

k. Minor repairs: Landlord Tenant

l. Taxes: Landlord Tenant

m. Comparable Market Rate: After every effort to obtain this information, the Market Rate is not available for this rural area.

n. Specific termination clause in lease: Breach/Default lack of funding

o. Lease will be paid for by Agency Budget Account Number: 3229/1383

6. Purpose of the lease: To house the Division Child and Family Services

7. 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

a. Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

Remarks: This new lease and associated tenant improvement was a result of a 30 day (17 working day) Demand to Vacate notice received by Rural Clinics.
 The square foot cost was reduced from \$0.91 per sqft to \$0.85 per sqft, for a 9% sq. ft. rate reduction.
 DCFS gained space in the consolidatin of services, by providing a dedicated lobby area, a family visitation room and separate storage for car seats. The Winnemucca and Battle Mountain offices are combined in this location.

Exceptions/ Special notes: The consolidation of Rural Clinics with existing agencies provides a one-stop location for many state services. Leasing Services managed interim and final space planning as well as moves to accommodate construction and occupancy of additional tenants. Tenant improvements and enhanced ADA access was negotiated, along with reduced rates and full service lease agreements to house six agencies.

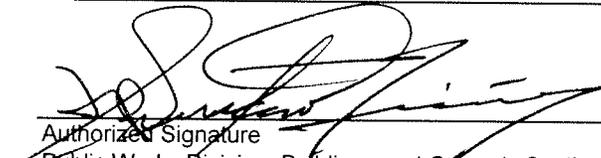
STATEWIDE LEASE INFORMATION

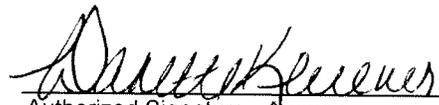
8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV19951040409		
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/> LLP <input checked="" type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section			
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
*If yes, please explain in exceptions section			
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
*If yes, please explain in exceptions section			
Is the Legal Entity active and in good standing with the Nevada Secretary of States			
f. Office?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
g. State of Nevada Vendor number:	T41772100		

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO


 Authorized Signature _____
 Public Works Division, Buildings and Grounds Section
 Date 10-10-12


 Authorized Signature - Agency _____
 Date 10/9/12

II
 For Board of Examiners YES NO

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services, Health Division
 4126 Technology Way
 Carson City, Nevada 89706
 contact: Cole Schmidt phone: 775.684.4039 fax: 775.684.4211 email: cschmidt@health.nv.gov

2. Name of Landlord (Lessor): TG Sheppard 1995 Family Limited Partnership

3. Address of Landlord: 605 West Haskell Street
 Winnemucca, Nevada 89445

4. Property contact: Cheri Maynick
 phone: 775.623.5266 fax: 775.623.1479 email: tgsheppard@sbcglobal.net

5. Address of Lease property: 475 West Haskell Street
 Winnemucca, Nevada 89445

a. Square Footage: Rentable 586

b. Cost:

cost per month	# of months	cost per year	time frame	Approximate cost per square foot
\$498.10	12	\$5,977.20	November 1, 2012 - October 31, 2013	\$ 0.850
\$498.10	12	\$5,977.20	November 1, 2013 - October 31, 2014	\$ 0.850
\$508.06	12	\$6,096.72	November 1, 2014 - October 31, 2015	\$ 0.867
\$508.06	12	\$6,096.72	November 1, 2015 - October 31, 2016	\$ 0.867
\$518.02	12	\$6,126.24	November 1, 2016 - October 31, 2017	\$ 0.884
\$518.02	12	\$6,126.24	November 1, 2017 - October 31, 2018	\$ 0.884
\$528.57	12	\$6,342.84	November 1, 2018 - October 31, 2019	\$ 0.902
\$528.57	12	\$6,342.84	November 1, 2019 - October 31, 2020	\$ 0.902
\$539.12	12	\$6,469.44	November 1, 2020 - October 31, 2021	\$ 0.920
\$539.12	12	\$6,469.44	November 1, 2021 - October 31, 2022	\$ 0.920
Total Consideration:		120	\$62,024.88	

Increase %

2%

2%

2%

2%

RECEIVED
 OCT 10 2012

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND FINANCIAL DIVISION

c. Option to renew: Yes No

e. Holdover notice:

f. Term:

g. Pass-thrus & CAMS

h. Utilities:

i. Janitorial:

j. Major repairs:

k. Minor repairs:

l. Taxes:

m. Comparable Market Rate:

n. Specific termination clause in lease:

o. Lease will be paid for by Agency Budget Account Number:

Yes No Renewal terms: One identical term

of Days required 60 Holdover terms: 5%/90

Ten (10) years

None

Landlord Tenant

Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see remarks)

Landlord Tenant

Landlord Tenant

Landlord Tenant

After every effort to obtain this information, the market rate is not available in this rural area

Breach/Default lack of funding

3194

6. Purpose of the lease:

7. This lease constitutes:

To house the State Health Division/Public Health and Clinical Services/Environmental Health

- 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

a. Estimated moving expenses: \$0.00

Furnishings: \$0.00

Data/Phones: \$0.00

Remarks:

This new lease and associated tenant improvement was a result of a 30 day (17 working day) Demand to Vacate notice received by Rural Clinics.
 The savings are \$1,586.76 in years 1 & 2 each; \$1,467.22 in years 3 & 4 each; \$1,347.67 in years 5 & 6 each; \$1,221.10 in years 7 & 8 each; and \$1,094.52 in years 9 & 10 each, for a total lease savings of \$13,434.53, or 5.63%.
 A newly constructed and connected supervisor's office adjacent to the client space will allow for operational efficiencies.

Exceptions/Special notes:

The consolidation of Rural Clinics with existing agencies provides a one-stop location for many state services. Leasing Services managed interim and final space planning as well as moves to accommodate construction and occupancy of additional tenants. Tenant improvements and enhanced ADA access was negotiated, along with reduced rates and full service lease agreements to house six agencies.

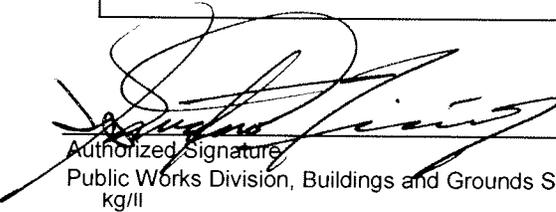
STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19951040409</u>		
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input checked="" type="checkbox"/>		
c. Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
d. Is the Contractors Name the same as the Legal Entity Name? *If yes, please explain in exceptions section	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
e. Does the Contractor have a current Nevada State Business License (SBL)? *If yes, please explain in exceptions section	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Is the Legal Entity active and in good standing with the Nevada Secretary of States			
f. Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T41772100</u>		

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO


Authorized Signature
Public Works Division, Buildings and Grounds Section
kg/ll
Date 10-10-12


Authorized Signature - Agency
Date 10.9.12

For Board of Examiners YES NO

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
Mental Health and Developmental Services, Rural Clinics
4126 Technology Way, Suite 102
Carson City, Nevada 89706
contact: Cole Schmidt phone: 775.687.1000 fax: 775.687.3544 email: cschmidt@health.nv.gov

2. Name of Landlord (Lessor): T.G. Sheppard 1995 Family Limited Partnership

3. Address of Landlord: 605 West Haskell Street
Winnemucca, Nevada 89445

4. Property contact: Cheri Maynick
phone: 775.623.5266 fax: 775.623.1479 email: tgsheppard@sbcglobal.net

5. Address of Lease property: 475 West Haskell Street
Winnemucca, Nevada 89445

a. Square Footage: Rentable 5,046
 Useable

b. Cost:

cost per month	# of months	cost per year	time frame	cost per square foot
\$4,289.10	12	\$51,469.20	November 1, 2012 - October 31, 2013	\$0.850
\$4,289.10	12	\$51,469.20	November 1, 2013 - October 31, 2014	\$0.850
2% \$4,374.88	12	\$52,498.58	November 1, 2014 - October 31, 2015	\$0.867
\$4,374.88	12	\$52,498.58	November 1, 2015 - October 31, 2016	\$0.867
2% \$4,460.66	12	\$53,527.97	November 1, 2016 - October 31, 2017	\$0.884
\$4,460.66	12	\$53,527.97	November 1, 2017 - October 31, 2018	\$0.884
2% \$4,551.49	12	\$54,617.90	November 1, 2018 - October 31, 2019	\$0.902
\$4,551.49	12	\$54,617.90	November 1, 2019 - October 31, 2020	\$0.902
2% \$4,642.32	12	\$55,707.84	November 1, 2020 - October 31, 2021	\$0.920
\$4,642.32	12	\$55,707.84	November 1, 2021 - October 31, 2022	\$0.920
c. Total Lease Consideration:		120	\$535,642.99	

d. Option to renew: Yes No Renewal terms: One identical term

e. Holdover notice: # of Days required 60 Holdover terms: 5%/90

f. Term: Ten (10) Years

g. Pass-thrus & CAMS: None

h. Utilities: Landlord Tenant

i. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see remarks)

j. Major repairs: Landlord Tenant

k. Minor repairs: Landlord Tenant

l. Taxes: Landlord Tenant

m. Comparable Market Rate: After every effort to obtain this information, the Market Rate is not available for this rural area.

n. Specific termination clause in lease: Breach/Default lack of funding

o. Lease will be paid for by Agency Budget Account Number: *3167 3648*

6. Purpose of the lease: To house the Division of Mental Health and Developmental Services, Rural Clinics

7. 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: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

Increase %
RECEIVED
OCT 10 2012
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Remarks: This new lease and associated tenant improvement was a result of a 30 day (17 working day) Demand to Vacate notice received by Rural Clinics. The previous square footage rent rate was \$1.00 plus utilities and janitorial for a total (using the State ancillary costs) of \$1.31 per sqft. The new rate including tenant improvements and full service will be \$0.85 sqft, a 35% reduction in rent rate for the first two years. Rural Clinics increased facility square footage in order to better serve clients in this community. The new space features three shared group rooms, a secure lobby with a separate entrance, and specially insulated offices to aid privacy.

Exceptions/ Special notes: The consolidation of Rural Clinics with existing agencies provides a one-stop location. Leasing Services managed interim and final space planning as well as moves to accommodate construction and occupancy of additional tenants. Tenant improvements and enhanced ADA access was negotiated, along with reduced rates and full service lease agreements to house six agencies.

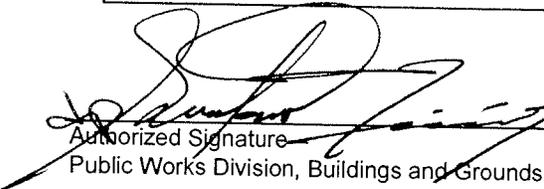
STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19951040409</u>			
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input checked="" type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If yes, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If yes, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T41772100</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO


Authorized Signature _____ Date 10-10-12
Public Works Division, Buildings and Grounds Section


Authorized Signature - Agency _____ Date 10.9.12

II
For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by:	Brenda Perry 10.18.12
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services,
Division of Mental Health and Developmental Services, Desert Regional Center
5550 West Flamingo Road, Suite B
Las Vegas, Nevada 89119
Contact: Darrell Hansen
Phone: (702) 486-6333 Fax: (702) 486-6334 Email: dlhansen@drc.nv.gov

2. Name of Landlord (Lessor): SPA NV Rental Property, LLC
Priscilla A. Schwartz

3. Address of Landlord: 2539 Turtle Head Peak Drive
Las Vegas, Nevada 89135

4. Property contact: Amy Lance, CBRE
Phone: (702) 369-4834 Fax: (702) 794-0144 Email: amy.lance@cbre.com

5. Address of Lease property: 5550 West Flamingo Road, Suite B
Las Vegas, Nevada 89119

a. Square Footage: Rentable Useable 12,369

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	cost per square foot
\$10,822.88	6	\$64,937.25	February 1, 2013 - July 31, 2013	\$0.875
\$21,645.75	6	\$129,874.50	August 1, 2013 - January 31, 2014	\$1.750
\$21,645.75	12	\$259,749.00	February 1, 2014 - January 31, 2015	\$1.750
5% \$22,882.65	12	\$274,591.80	February 1, 2015 - January 31, 2016	\$1.850
\$22,882.65	12	\$274,591.80	February 1, 2016 - January 31, 2017	\$1.850
3% \$23,501.10	12	\$282,013.20	February 1, 2017 - January 31, 2018	\$1.900

Increase %

c. Total Lease Consideration: 60 \$1,285,757.55

d. Option to renew: Yes No Renewal terms: One identical term

e. Holdover notice: # of Days required 30 Holdover terms: 90/5%

f. Term: Five (5) years

g. Pass-thrus & CAMS: None

h. Utilities: Landlord Tenant

i. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see remarks)

j. Major repairs: Landlord Tenant

k. Minor repairs: Landlord Tenant

l. Taxes: Landlord Tenant

m. Comparable Market Rate: \$1.64 - \$2.45

n. Specific termination clause in lease: Breach/Default lack of funding

o. Lease will be paid for by Agency Budget Account Number: 3279

6. Purpose of the lease: To house the Division of Mental Health and Developmental Services, Desert Regional Center

7. This lease consists of:
- 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

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

Remarks: Leasing Services negotiated this full services lease with a rent reduction and tenant improvements, in order to consolidate the agency into one central office in thier existing building. This consolidation creates a savings of \$104,449.17 in year 1, \$39,511.92 in year 2, \$24,669.12 in year 3, \$24,669.12 in year 4 and \$17,247.72 in year 5, for a total savings of \$210,547.05

Exceptions/ Special notes:

10.18.12

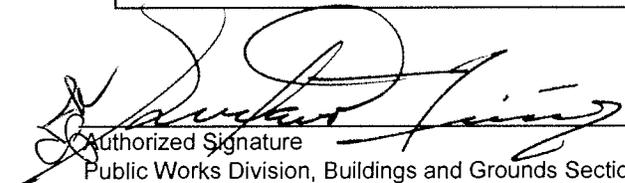
STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20001072438				
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:	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section					
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO	
*If yes, please explain in exceptions section					
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO	
*If yes, please explain in exceptions section					
Is the Legal Entity active and in good standing with the Nevada Secretary of States					
f. Office?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	T81072567				

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

 10-9-12
Authorized Signature Date
Public Works Division, Buildings and Grounds Section

 10.9.12
Authorized Signature - Agency Date

II
For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by: <i>Handbury</i>	10-12-12
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
Mental Health and Developmental Services, Rural Regional Center
1665 Old Hot Springs Road, Suite 150
Carson City, Nevada 89706
contact: Barbara Legier phone: 775.687.5162 fax: 775.687.1001 email: blegier@rrc.nv.gov

2. Name of Landlord (Lessor): T.G. Sheppard 1995 Family Limited Partnership

3. Address of Landlord: 605 West Haskell Street
Winnemucca, Nevada 89445

4. Property contact: Cheri Maynick
phone: 775-623.5266 fax: 775.623.1479 email: tgsheppard@sbcglobal.net

5. Address of Lease property: 475 West Haskell Street
Winnemucca, Nevada 89445

a. Square Footage: Rentable 1,373
 Useable

b. Cost:

cost per month	# of months	cost per year	time frame	cost per square foot
\$1,167.05	12	\$14,004.60	November 1, 2012 - October 31, 2013	\$0.850
\$1,167.05	12	\$14,004.60	November 1, 2013 - October 31, 2014	\$0.850
2% \$1,190.39	12	\$14,284.69	November 1, 2014 - October 31, 2015	\$0.867
2% \$1,190.39	12	\$14,284.69	November 1, 2015 - October 31, 2016	\$0.867
2% \$1,213.73	12	\$14,564.78	November 1, 2016 - October 31, 2017	\$0.884
2% \$1,213.73	12	\$14,564.78	November 1, 2017 - October 31, 2018	\$0.884
2% \$1,238.45	12	\$14,861.35	November 1, 2018 - October 31, 2019	\$0.902
2% \$1,238.45	12	\$14,861.35	November 1, 2019 - October 31, 2020	\$0.902
2% \$1,263.16	12	\$15,157.92	November 1, 2020 - October 31, 2021	\$0.920
2% \$1,263.16	12	\$15,157.92	November 1, 2021 - October 31, 2022	\$0.920

RECEIVED
OCT 10 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

c. Total Lease Consideration: 120 \$145,746.70

d. Option to renew: Yes No Renewal terms: One identical term

e. Holdover notice: # of Days required 60 Holdover terms: 5%/90

f. Term: Ten (10) Years

g. Pass-thrus & CAMS: None

h. Utilities: Landlord Tenant

i. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see remarks)

j. Major repairs: Landlord Tenant

k. Minor repairs: Landlord Tenant

l. Taxes: Landlord Tenant

m. Comparable Market Rate: After every effort to obtain this information, the Market Rate is not available for this rural area.

n. Specific termination clause in lease: Breach/Default lack of funding

o. Lease will be paid for by Agency Budget Account Number: 3167

6. Purpose of the lease: To house the Division of Mental Health and Developmental Services, Rural Regional Center

7. 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

a. Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

Remarks: This new lease and associated tenant improvement was a result of a 30 day (17 working day) Demand to Vacate notice received by Rural Clinics. The sqft rent rate has been reduced from \$0.91 to \$0.85 for a savings of 9% the first two years. Rural Regional space was reconfigured to provide a separate client lobby area, individual offices to allow for client confidentiality and HIPPA file storage.

Exceptions/ Special notes: The consolidation of Rural Clinics with existing agencies provides a one-stop location for many state services. Leasing Services managed interim and final space planning as well as moves to accommodate construction and occupancy of additional tenants. Tenant improvements and enhanced ADA access was negotiated, along with reduced rates and full service lease agreements to house six agencies.

Handbury

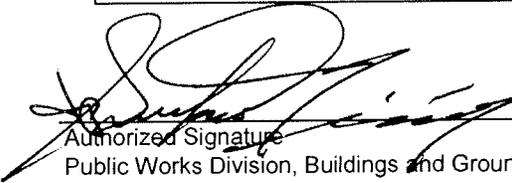
STATEWIDE LEASE INFORMATION

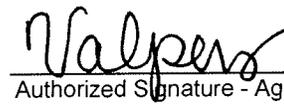
8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19951040409</u>				
b. The Contractor is registered with the Nevada Secretary of State's Office as a:		LLC <input type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input checked="" type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:		<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section					
d. Is the Contractors Name the same as the Legal Entity Name?		<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If yes, please explain in exceptions section					
e. Does the Contractor have a current Nevada State Business License (SBL)?		<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If yes, please explain in exceptions section					
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?		<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T41772100</u>				

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO


Authorized Signature _____ Date 10-10-12
Public Works Division, Buildings and Grounds Section


Authorized Signature - Agency _____ Date 10.9.12

||
For Board of Examiners YES NO

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services, Public Defenders Office
 511 East Robinson Street
 Carson City, Nevada 89701
 contact: Diane Crow
 phone: (775) 687-4880 x 230 fax: (775) 687-4993 email: dcrow@govmail.state.nv.us

2. Name of Landlord (Lessor): M & M Bigue Investments LLC

3. Address of Landlord: 312 Helen Drive
 Milbrea, California 94030

4. Property contact: c/o John Uhart Commercial
 301 West Washington Street #1
 Carson City, Nevada 89703
 (775) 884-1896

5. Address of Lease property: 511 East Robinson Street
 Carson City, Nevada 89701

a. Square Footage: Rentable Useable 3,218

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
	\$4,022.50	12	\$48,270.00	January 1, 2013 - December 31, 2013	\$1.250
Increase % 0%	\$4,022.50	12	\$48,270.00	January 1, 2014 - December 31, 2014	\$1.250
2%	\$4,119.04	12	\$49,428.48	January 1, 2015 - December 31, 2015	\$1.280

c. Total Lease Consideration: 36 \$145,968.48

d. Option to renew: Yes No Renewal terms: One identical term

e. Holdover notice: # of Days required 90 Holdover terms: 5%

f. Term: Three (3) years

g. Pass-thrus & CAMS: None

h. Utilities: Landlord Tenant

i. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see remarks)

j. Major repairs: Landlord Tenant

k. Minor repairs: Landlord Tenant

l. Taxes: Landlord Tenant

m. Comparable Market Rate: \$1.30 - \$1.50

n. Specific termination clause in lease: Breach/Default lack of funding

o. Lease will be paid for by Agency Budget Account Number: 1499

6. Purpose of the lease: To house the Department of Health and Human Services, Public Defenders Office

7. 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

RECEIVED
 SEP 19 2012
 DIRECTOR'S OFFICE
 DHS

RECEIVED
 SEP 28 2012
 DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND FINANCIAL SERVICES

a. Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

Remarks: Leasing Services negotiated this full service lease at a reduced rent rate, creating a savings of \$3,436.80 for year 1; \$3,436.80 for year 2; \$2,278.32 for year 3, for a total savings of \$6,873.60 or 14%.

Exceptions/ Special notes:

Leas049

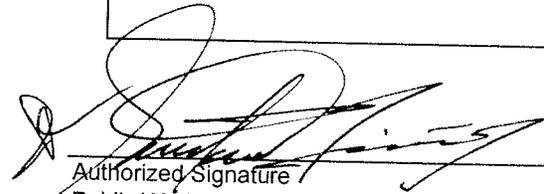
STATEWIDE LEASE INFORMATION

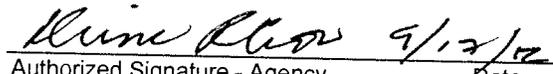
8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20111288529		
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: *If yes, please explain in exceptions section	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO
d. Is the Contractors Name the same as the Legal Entity Name? *If yes, please explain in exceptions section	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
e. Does the Contractor have a current Nevada State Business License (SBL)? *If yes, please explain in exceptions section	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
g. State of Nevada Vendor number:	T29028384		

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO


Authorized Signature _____ Date 9-27-12
Public Works Division, Buildings and Grounds Section


Authorized Signature - Agency _____ Date 9/27/12

II
For Board of Examiners YES NO

For Budget Division Use Only
 Reviewed by: *[Signature]* 9/21/2012
 Reviewed by: *[Signature]* 9/20/12
 Reviewed by: *[Signature]*

STATEWIDE LEASE INFORMATION

1. Agency: Department of Taxation
 1550 College Parkway
 Carson City, Nevada 89706
 Contact: Carolyn Misumi (775) 684-2071; Fax (775) 684-2071

2. Name of Landlord (Lessor): 1994 Johnston Family Trust

3. Address of Landlord: c/o John Uhart Commercial Real Estate
 301 West Washington
 Carson City, Nevada 89701

RECEIVED

4. Property contact: John Uhart (775) 884-1896; Fax: (775) 884-4896

SEP 21 2012

5. Address of Lease property: 1550 College Parkway
 Carson City, Nevada 89706

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

a. Square Footage:

Rentable
 Useable 35,662

b. Cost:

	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot	
1	\$46,934.86	12	\$563,218.32	November 1, 2012 - October 31, 2013	\$ 1.32	
2 Increase %	2.50%	\$48,108.23	12	\$577,298.76	November 1, 2013 - October 31, 2014	\$ 1.35
3	0.00%	\$48,108.23	12	\$577,298.76	November 1, 2014 - October 31, 2015	\$ 1.35
4	2.50%	\$49,310.94	12	\$591,731.28	November 1, 2015 - October 31, 2016	\$ 1.38
5	0.00%	\$49,310.94	12	\$591,731.28	November 1, 2016 - October 31, 2017	\$ 1.38
6	3.50%	\$51,036.82	12	\$612,441.84	November 1, 2017 - October 31, 2018	\$ 1.43
7	0.00%	\$51,036.82	12	\$612,441.84	November 1, 2018 - October 31, 2019	\$ 1.43
c. Total Lease Consideration:		84	\$4,126,162.08			

c. Total Lease Consideration:

d. Option to renew:

Yes No Renewal terms: 90 days

e. Holdover notice:

30 calendar days Holdover terms: 90 days then 5% increase

f. Term:

of Days required 84 months = 7 years

g. Pass-thrus & CAMS

None

h. Utilities:

Landlord Tenant

i. Janitorial:

Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see remarks)

j. Major repairs:

Landlord Tenant

k. Minor repairs:

Landlord Tenant

l. Taxes:

Landlord Tenant

m. Comparable Market Rate:

\$1.30 - \$1.50

n. Specific termination clause in lease:

Breach/Default lack of funding

o. Lease will be paid for by Agency Budget Account Number:

2361

6. Purpose of the lease: To house the Department of Taxation

7. 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: \$0.00

Furnishings: \$0.00

Data/Phones: \$0.00

Remarks:

Leasing Services negotiated this full service lease at a reduced rate. The Tenant has increased their office space by 318 square feet in order to add a conference room. The overall square footage was changed from 29,481 usable square feet to 35,662 rentable square feet, due to the common area space shared within the demised premise. The square footage rate was lowered to accommodate the change: from \$1.576 per square foot to \$1.32 per square foot per month for year 1; \$1.35 per square foot per month for years 2 and 3; \$1.38 per square foot per month for years 4 and 5; and \$1.43 per square foot per month for years 6 and 7.

Exceptions/Special notes:

10000410

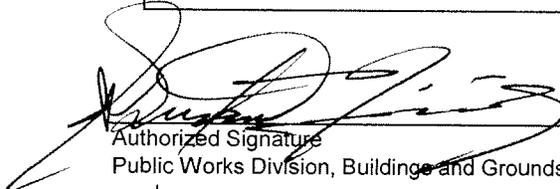
STATEWIDE LEASE INFORMATION

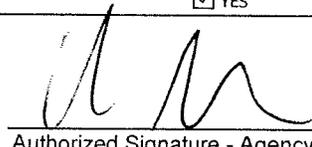
8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20101450293</u>			
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If yes, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If yes, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States				
f. Office?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T27007254</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO


9-18-12
 Authorized Signature Date
 Public Works Division, Buildings and Grounds Section
 do


9/17/12
 Authorized Signature - Agency Date

For Board of Examiners YES NO

STATEWIDE LEASE INFORMATION

1. Agency: Silver State Health Insurance Exchange
 2310 South Carson Street, Suites 2 & 3A
 Carson City, Nevada 89701
 contact: Shawna DeRousse
 phone: (775) 687-9927 fax: (775) 687-9932 email: sderousse@exchange.nv.gov

2. Name of Landlord (Lessor): Coffee Road Investments, LLC

3. Address of Landlord: 133 Old Wards Ferry Road, Suite G
 Sonora, California 95370

4. Property contact: Scot L. Patterson
 phone: (209) 743-9934 fax: (209) 533-3160 email: scot@calgolddevelopment.com

5. Address of Lease property: 2310 South Carson Street, Suites 2 & 3A
 Carson City, Nevada 89701

a. Square Footage: Rentable 4,240
 Useable

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$5,512.00	12	\$66,144.00	Months 1 through 12	\$1.300
\$5,512.00	12	\$66,144.00	Months 13 through 24	\$1.300
3% \$5,677.36	12	\$68,128.32	Months 25 through 36	\$1.339
3% \$5,677.36	12	\$68,128.32	Months 37 through 48	\$1.339
3% \$5,846.96	12	\$70,163.52	Months 49 through 60	\$1.379
3% \$5,846.96	12	\$70,163.52	Months 61 through 72	\$1.379
c. Total Lease Consideration:		72	\$408,871.68	

d. Option to renew: Yes No Renewal terms: One identical term
 e. Holdover notice: # of Days required 90 Holdover terms: 5%
 f. Term: Six (6) Years
 g. Pass-thrus & CAMS: None
 h. Utilities: Landlord Tenant
 i. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see remarks)
 j. Major repairs: Landlord Tenant
 k. Minor repairs: Landlord Tenant
 l. Taxes: Landlord Tenant
 m. Comparable Market Rate: \$1.30 - \$1.50
 n. Specific termination clause in lease: Breach/Default lack of funding
 o. Lease will be paid for by Agency Budget Account Number: 1400

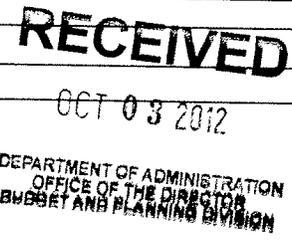
6. Purpose of the lease: To house the Silver State Health Insurance Exchange

7. 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: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

Remarks: Leasing Services negotiated this full services lease to accommodate relocation and additional employees for the Silver State Health Insurance Exchange. Tenant improvements are being split between the landlord and tenant with tenant paying up to \$42,000.00 (51%) of the estimated \$82,000.00 cost.

Exceptions/ Special notes: At the Agency's request, TI's were not amortized into the lease due to the unique funding structure of the Health Insurance Exchange. This is a 6 year lease with 3% increases biennially.



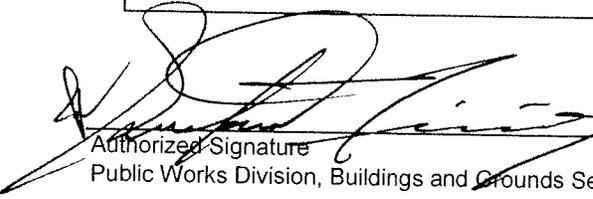
STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

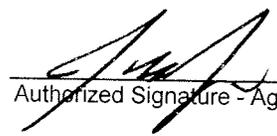
a. Nevada Business ID Number: <u>NV20121553975</u>	
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
d. Is the Contractors Name the same as the Legal Entity Name? *If yes, please explain in exceptions section	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
e. Does the Contractor have a current Nevada State Business License (SBL)? *If yes, please explain in exceptions section	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
g. State of Nevada Vendor number: _____	

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO



Authorized Signature
Public Works Division, Buildings and Grounds Section
Date 10-01-12



Authorized Signature - Agency
Date 10/2/12

||
For Board of Examiners YES NO

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: **12850** Amendment Number: **1**

Agency Name: **NUCLEAR PROJECTS OFFICE** Legal Entity Name: **Strolin Consulting LLC**

Agency Code: **012** Contractor Name: **Strolin Consulting LLC**

Appropriation Unit: **1005-11** Address: **2559 Nye Drive**

Is budget authority available?: **Yes** City/State/Zip: **Minden, NV 89423**

If "No" please explain: Not Applicable Contact/Phone: **Joseph Strolin 775-720-4938**

Vendor No.: **T29022105**

NV Business ID: **NV20091397942**

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 %
X Highway Funds	100.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/13/2011**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2012**

Contract term: **2 years and 19 days**

4. Type of contract: **Contract**

Contract description: **JCS3**

5. Purpose of contract:

This is the first amendment to the original contract, which provides services necessary to implement the agency's mission in light of staff reductions and the continuing requirements of oversight of the Yucca Mountain repository program and the Nuclear Regulatory Commission licensing proceeding, including work related to transuranic and low-level radioactive waste shipments within Nevada; work associated with the Agreement-in-Principle between the State of Nevada and the US Department of Energy/NNSA/Nevada Site Office; and other services required for the effective operations of the agency. This amendment extends the termination date from December 31, 2012 to December 31, 2013 and increases the maximum amount from \$50,000 to \$100,000.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$50,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$50,000.00
4. New maximum contract amount:	\$100,000.00
and/or the termination date of the original contract has changed to:	12/31/2013

II. JUSTIFICATION

7. What conditions require that this work be done?

Due to budget reductions, it was not possible to fund the Planning Division Administrator position for the foreseeable future. Mr. Strolin has agreed to assist the agency on a part-time basis to assure that important Planning Division work can continue. Mr. Strolin has unique qualifications, knowledge, and experience as a result of his long tenure with the agency and intimate involvement with the Yucca Mountain program and other nuclear waste issues/activities in Nevada, especially with regard to the Nevada National Security Site (formerly the NTS). The Yucca Mountain licensing proceeding, while currently suspended, has not been terminated. Therefore, providing for the continued services of Mr. Strolin is essential for the effective functioning of the agency.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Even if funding were available to fill the Planning Division Administrator position (which there is not), it is not feasible nor possible to spend the years required to train someone new in order to have him or her attain the knowledge and competence needed to perform these services in the timeframe required. This is especially true, given the uncertainties surrounding the Yucca Mountain program.

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?

Board of Examiners approval of this contract pursuant to AB 240 on November 8, 2011.

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?

Yes

See the attached Authorization to Contract form for details.

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:

Contractor was employed by this Agency from July 1, 2009 through January 17, 2011. This contract was terminated effective January 19, 2011 when Mr. Strolin was appointed as Acting Executive Director by Governor Sandoval. He served in that capacity from January 20, 2011 to September 19, 2011 when a permanent Executive Director was appointed. The quality of service for both activities was exceptional.

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	slync1	10/08/2012 14:39:53 PM
Division Approval	slync1	10/08/2012 14:39:57 PM
Department Approval	slync1	10/16/2012 14:18:49 PM
Contract Manager Approval	slync1	10/16/2012 14:18:53 PM
Budget Analyst Approval	cwatson	10/17/2012 14:16:46 PM
BOE Agenda Approval	cwatson	10/17/2012 14:16:50 PM

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Joseph C. Strolin</u>
Former Employee ID number:	<u>00266</u>
Former Job Title:	<u>Administrator of Planning; Acting Executive Director</u>
Former Employing Agency:	<u>Agency for Nuclear Projects</u>
Former Class and Grade:	<u>Unclassified</u>
Employment Dates:	<u>1984-2009; January 2011-September 2011</u>
Contracting Agency:	<u>Agency for Nuclear Projects</u>

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.

<p>a. Summarize scope of contract work.</p>	<p>The contract between Strolin Consulting, LLC and the Nevada Agency for Nuclear Projects provides for services necessary for implementing the Agency's mission in light of reductions in staff and the continuing requirements for oversight of the proposed Yucca Mountain high-level nuclear waste program; for the State of Nevada's intervention in the Yucca Mountain licensing proceeding before the Nuclear Regulatory Commission; for work related to the Agency's obligations with respect to transuranic and low-level radioactive waste shipments within Nevada; for work associated with the Agency's responsibilities under the Agreement-in-Principle (AIP) between the State of Nevada and the US Department of Energy/NNSA/Nevada Site Office; and for other essential Agency functions.</p>
<p>b. Document former job description.</p>	<p>The Administrator of Planning was charged with disseminating information to the State, interested political subdivisions of the State or any Agency of either and members of the public regarding radioactive waste; studying the effects of a facility for the disposal of radioactive waste upon transportation and social and economic conditions in this state; assessing the means of mitigating the adverse effects of a facility for the disposal of radioactive waste; and performing any other duties assigned by the Executive Director (NRS 459.0098)</p>
<p>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</p>	<p>Yes. Mr. Strolin has unique qualifications for this position given his long tenure with the Agency as the original Administrator of Technical Programs. Because of budgetary constraints, the position of Administrator of Planning cannot be filled at this time. Therefore, contracting with Mr. Strolin will ensure that important work of the Planning Division can continue. If the Yucca Mountain repository program is restarted (it is currently</p>

<p>transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</p>	<p>suspended, awaiting Congressional and/or judicial action) and the Agency has the funding to do so, the Agency will likely fill the position of Administrator of Planning on a permanent basis and this contract will no longer be necessary. Mr. Strolin has also stated that he will work with whomever (if anyone) fills this position to transition them into the job more quickly.</p>
<p>d. Explain why existing State employees within your agency cannot perform this function.</p>	<p>There is no other person available to the Agency who can provide the services and bring the expertise, knowledge and qualifications that are needed at this critical time. It would not be feasible to competitively bid this contract since it is the services of a single unique individual that are needed.</p>
<p>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.</p>	<p>The individual overseeing or establishing the contract is not related to the contractor.</p>
<p>f. List contractor's hourly rate.</p>	<p>\$50.00/hour not to exceed \$50,000.00</p>
<p>g. List the range of comparable State employee rates.</p>	<p>Annual compensation for the position of Administrator of Planning for the Agency is \$104,986.00.</p>
<p>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?</p>	<p>The contractor rate does not exceed the comparable State position rate.</p>
<p>i. Document justification for hiring contractor.</p>	<p>This contract with Mr. Strolin will assure that important Planning Division work can continue. Mr. Strolin has unique qualifications, knowledge, and experience as a result of his long (20+ years) tenure with the Agency and intimate involvement with the Yucca Mountain program and other nuclear waste issues/activities in Nevada. There is no one available in or out of the state who has the knowledge, experience and ability to assure continuity of Agency activities with respect to policy, planning, impact assessment and transportation of nuclear waste. Providing for the continued service of Mr. Strolin is essential to the effective functioning of the Agency.</p>

Comments:

 10-24-2011
Contracting Agency Head's Signature and Date


Budget Analyst

 - 11-8-11
Clerk of the Board of Examiners

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: **10823** Amendment Number: **3**

Agency Name: **ATTORNEY GENERAL'S OFFICE** Legal Entity Name: **KANDT, JENNIFER M**

Agency Code: **030** Contractor Name: **KANDT, JENNIFER M**

Appropriation Unit: **1042-18** Address: **1235 PATRICK AVE**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89509**

If "No" please explain: Not Applicable Contact/Phone: **JENNIFER KANDT 775/232-1751**

Vendor No.: **T27011850**

NV Business ID: **NV20101200559**

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 030

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 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **12/31/2012**Contract term: **3 years and 263 days**4. Type of contract: **Contract**Contract description: **Accounting Duties**

5. Purpose of contract:

This is the third amendment to the original contract which provides accounting, reporting and coordination of the Nevada VINE project to implement the Nevada VINE (statewide victims information and notification service.) This amendment extends the termination date from December 31, 2012 to December 30, 2013, revises the scope of work to include accounting and reporting for the Justice Assistance and STOP (Services, Training, Officers, Prosecutors) grants that support Nevada VINE, and increases the maximum amount of the contract from \$94,000 to \$137,364 due to additional grant funding and maintenance.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$94,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$43,364.00
4. New maximum contract amount:	\$137,364.00
and/or the termination date of the original contract has changed to:	12/31/2013

II. JUSTIFICATION

7. What conditions require that this work be done?

The Office of the Attorney General received funding from the federal JAG, STOP and SAVIN Grants to implement a statewide automated victim notification system.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no available State Employees who can take on the extra responsibility associated with these grants.

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?

Pursuant to NAC 333.150, an accountant was needed for this contract to oversee the financial functions and reporting requirements. There are multiple funding streams and project budgets which include high federal match requirements and extensive reporting 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:

This contractor is currently contracted with the Office of the Attorney General to provide administrative support to the Domestic Violence Committee. Services provided by this vendor 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:

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	dcallens	10/05/2012 17:12:41 PM
Division Approval	clesli1	10/09/2012 09:34:41 AM
Department Approval	chowle	10/09/2012 11:57:10 AM
Contract Manager Approval	ngarci1	10/15/2012 12:28:25 PM
Budget Analyst Approval	csawaya	10/18/2012 08:54:19 AM
BOE Agenda Approval	sbrown	10/20/2012 09:22:43 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: **13838**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: GIIssues, Inc.
Agency Code: 030	Contractor Name: GIIssues, Inc.
Appropriation Unit: 1348-15	Address: 16847 Colven Road
Is budget authority available?: Yes	City/State/Zip: Granada Hills, CA 91344
If "No" please explain: Not Applicable	Contact/Phone: Ronald Koretz 8183602708
	Vendor No.:
	NV Business ID: NV20121541249
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 % Insurance Premium Trust Fund

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/01/2011**

Anticipated BOE meeting date 11/2012

Retroactive? **Yes**

If "Yes", please explain

The retroactive request of this contract to May 1, 2011 is due to the urgency of defending a lawsuit. Administrative issues arose in finding the correct entity to contract with. The research was being done at the Olive View-UCLA Medical Center; we tried to contract with them but found Dr. Koretz did not actually work for them. The contract is now with Dr. Koretz, who was not originally set up as a business entity. Dr. Koretz has now established a nonprofit entity to contract with.

3. Termination Date: **06/30/2013**Contract term: **2 years and 61 days**4. Type of contract: **Contract**Contract description: **Expert Witness**

5. Purpose of contract:

This is a new contract to provide an expert opinion regarding treatment and the medical conditions of confined inmates who are diagnosed with Hepatitis-C and Hemochromatosis. A lawsuit was filed against the State of Nevada regarding the death of an inmate of the Department of Corrections. Issues of the lawsuit involved the treatment and/or lack of treatment of the above referenced medical conditions and the cause of death. This expert has conducted extensive research on these issues.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,000.00**

Payment for services will be made at the rate of \$400.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

A lawsuit filed against the State of Nevada required the expert services of this vendor. His expertise and research regarding the scope of the lawsuit was used in the defense of the lawsuit.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no employees in the Office of the Attorney General and/or the State of Nevada who have this 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: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Pursuant to NAC 333.150 2(b)(1), this vendor will provide expert witness services in the defense of a lawsuit against the State of Nevada. This vendor has the expertise and research background to understand the unique nature of the medical diagnosis and incarcerated individuals.

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:
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	dcallens	10/03/2012 12:19:16 PM
Division Approval	clesli1	10/04/2012 08:03:14 AM
Department Approval	chowle	10/04/2012 09:01:55 AM
Contract Manager Approval	ngarci1	10/08/2012 14:13:43 PM
Budget Analyst Approval	csawaya	10/10/2012 14:38:44 PM
BOE Agenda Approval	sbrown	10/13/2012 10:43:45 AM
BOE Final Approval	Pending	



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
100 North Carson Street
Carson City, Nevada 89701-4717

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

MEMORANDUM

DATE: October 2, 2012
TO: Cathy Gregg; Budget Analyst
FROM: Nancy Bowman, Tort Claims Manager
SUBJECT: Retroactive approval of contract for Dr. Ronald Koretz

=====

Back in April 2011, our office started contract discussions with Dr. Koretz. We required his services as an expert witness in regards to the defense of a lawsuit. Dr. Koretz' expertise is in regards to internal medicine and he specializes in Hepatitis C. Our case involved a NDOC inmate who passed away from what his heirs claimed was non-treatment to the Hepatitis C. As is often the case on our contracts for expert witnesses, Dr. Koretz began work right away (in May 2011).

Dr. Koretz' research was being done at the Olive View-UCLA Medical Center. He requested the compensation from his work be sent to Olive View-UCLA Medical Center to further research studies and not to him. We initially thought he worked for Olive View Hospital and tried to do a contract with them. This did not work. Dr. Koretz didn't want this counted as income so I then discussed my predicament with Kimberlee Tarter of State Purchasing. There was no way around the contract situation and/or making the payment directly to Dr. Koretz.

Dr. Koretz was then out of the country for a period of time. He is now back in the country and has gone through the process of setting up a non-profit corporation. He has completed approximately \$30,000 in work for the State.

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: 12498	Amendment Number: 1
Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: Park Dietz & Associates, Inc
Agency Code: 030	Contractor Name: Park Dietz & Associates, Inc
Appropriation Unit: 1348-15	Address: 2906 Lafayette Road, Ste 100
Is budget authority available?: Yes	City/State/Zip: Newport Beach, CA 92663
If "No" please explain: Not Applicable	Contact/Phone: null949-723-2211
	Vendor No.: T29024606
	NV Business ID: NV20111401431

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 % Insurance Premium Trust Fund

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2011**
 Anticipated BOE meeting date **11/2012**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2014**
 Contract term: **2 years and 354 days**

4. Type of contract: **Contract**
 Contract description: **Expert Witness**

5. Purpose of contract:
This is the first amendment to the original contract for an expert witness to provide forensic pathology expertise in the defense of current and potential lawsuits against the State of Nevada. Under the contract, the vendor reviews documents, records, research, and reports in the area of forensic pathology and may be expected to appear for depositions and at trial. This amendment increases the maximum amount of the contract from \$25,000 to \$45,000 due to to additional work that was not anticipated.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$25,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$20,000.00
4. New maximum contract amount:	\$45,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?
Pending and/or possible complex lawsuit against the State of Nevada

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Our office doesn't have the staff or the expertise that is required

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?

Per NAC 333.150 2(b)1, expert witness, Park Dietz & Associates was chosen in preference to others due to their experience and knowledge in Forensic Pathology that will assist the office with pending and/or possible lawsuits.

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 contractor has contracted with the Attorney General's Office and has provided very 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: 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	chowle	10/03/2012 13:52:08 PM
Division Approval	chowle	10/03/2012 13:52:13 PM
Department Approval	chowle	10/09/2012 11:56:40 AM
Contract Manager Approval	ngarci1	10/09/2012 12:28:16 PM
Budget Analyst Approval	csawaya	10/10/2012 14:41:33 PM
BOE Agenda Approval	sbrown	10/15/2012 16:16:43 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: **13862**

Agency Name: COLLEGE SAVINGS TRUST	Legal Entity Name: R&R PARTNERS INC
Agency Code: 051	Contractor Name: R&R PARTNERS INC
Appropriation Unit: 1092-04	Address: R & R ADVERTISING/GOVNMT SVCS 615 RIVERSIDE DR
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89503
If "No" please explain: Not Applicable	Contact/Phone: Mike Draper 775/323-1611
	Vendor No.: PUR0002963B
	NV Business ID: C2231974

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Nevada College Savings

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/13/2012**

Anticipated BOE meeting date **11/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/12/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **Marketing**

5. Purpose of contract:

The purpose of this contract is to enter into an agreement with a qualified vendor who will serve as a Marketing and Advertising Consultant for the Nevada College Savings Plans program and the Nevada Prepaid Tuition program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,999.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 353B.370 authorizes the College Savings Board to contract with qualified entities for the day-to-day operations of the Nevada College Savings Program as the program administrator for the management of the marketing of the program(s).

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State Treasurer's Office staff is seeking the services of a professional marketing firm to review and analyze current marketing strategies, and to suggest new outreach efforts for the Nevada College Savings Plans program and the Nevada Prepaid Tuition program.

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 selected by the college savings board based on the evaluation committee's recommendations and in-person interviews with the finalists.

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	shanshew	10/12/2012 15:30:32 PM
Division Approval	klangle1	10/12/2012 15:38:54 PM
Department Approval	klangle1	10/12/2012 15:39:45 PM
Contract Manager Approval	gwatts	10/16/2012 14:35:48 PM
Budget Analyst Approval	dhumphre	10/16/2012 14:45:31 PM
BOE Agenda Approval	cwatson	10/17/2012 14:15:39 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: **13870**

Agency Name: HIGHER EDUCATION TUITION	Legal Entity Name: CHICAGO EQUITY PARTNERS LLC
Agency Code: 052	Contractor Name: CHICAGO EQUITY PARTNERS LLC
Appropriation Unit: 1083-04	Address: 1801 N LASALLE STREET
Is budget authority available?: Yes	SUITE 3800
If "No" please explain: Not Applicable	City/State/Zip: CHICAGO, IL 60601
	Contact/Phone: Linda Ruegsegger 312.629.5726
	Vendor No.:
	NV Business ID: NV20121610892
To what State Fiscal Year(s) will the contract be charged? 2013-2017	

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.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Interest Earnings

Agency Reference #: **052**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **11/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/30/2016**

Contract term: **3 years and 364 days**

4. Type of contract: **Contract**

Contract description: **Income Investor**

5. Purpose of contract:

This is a new contract to provide fixed income investing for the Higher Education Tuition Trust Fund in a prudent manner to meet anticipated future tuition liabilities for the Prepaid Tuition contracts in accordance with NRS Chapter 353B.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$240,000.00**

Other basis for payment: Estimating \$60,000 per year based on the following: First \$25M = 25 basis points (0.25%); next \$75M = 20 basis points (0.20%) and thereafter = 15 basis points (0.15%).

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract to provide investment services for money in the trust fund which must be invested in a prudent manner to meet anticipated future tuition liabilities for the Prepaid Tuition contracts in accordance with NRS Chapter 353B.

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 in longer-term securities which assist the portfolio in meeting its risk/return expectations to match Nevada System of Higher Education (NSHE) tuition increases.

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 vendor chosen is able to manage the funds within the state regulatory requirements, has a proven track record, helps ensure risk/return balance and has a competitive fee structure.

d. Last bid date: 09/01/2012 Anticipated re-bid date: 11/01/2016

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	shanshaw	10/18/2012 13:08:39 PM
Division Approval	klangle1	10/18/2012 13:12:59 PM
Department Approval	klangle1	10/18/2012 13:13:03 PM
Contract Manager Approval	shanshaw	10/18/2012 13:15:49 PM
Budget Analyst Approval	dumphre	10/19/2012 09:00:27 AM
BOE Agenda Approval	cwatson	10/24/2012 07:59:40 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: **13809**

Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: INGERSOLL RAND COMPANY DBA TRANE U.S. INC.
Agency Code: 082	Contractor Name: INGERSOLL RAND COMPANY DBA TRANE U.S. INC.
Appropriation Unit: 1349-12	Address: 5595 EQUITY AVE STE 100
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89502
If "No" please explain: Not Applicable	Contact/Phone: null775/856-3343
	Vendor No.: PUR0001609A
	NV Business ID: NV19731002004

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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.

General Funds	0.00 %	X	Fees	100.00 %	Buildings & Grounds, building rent income fee
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: **11/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Industrial Equipment**

5. Purpose of contract:

This is a new contract to provide ongoing heating, ventilation, and air conditioning services to various state buildings in the Northern Nevada area, to be used on an as needed basis and at the written 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: **\$25,000.00**

Other basis for payment: Labor Rates for Applied Centrifugal & Rotary Chillers: Straight Time \$135.00 per hour, Overtime \$202.50 per hour, Holiday/Weekend \$270.00 per hour; Labor Rates for Commercial Rooftops, Recip, Equipment, & Air Handlers: Straight Time \$119.00 per hour, Overtime \$178.50 per hour, Holiday/Weekend \$238.00 per hour; Parts & Materials at cost plus markup: \$1-\$499 50% Markup, \$500-\$2,499 40% Markup, \$2,500-\$4,999 30% Markup; \$5,000+ 30% Markup.

II. JUSTIFICATION

7. What conditions require that this work be done?

State buildings require maintenance and service of the HVAC equipment to maintain first class operating condition.

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? **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 HVAC contractors on file with Buildings and Grounds. Per SAM 0338.0 each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 09/01/2012 Anticipated re-bid date: 08/01/2016

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, 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	09/24/2012 07:49:12 AM
Division Approval	wsalisp1	09/24/2012 07:49:14 AM
Department Approval	wsalisp1	09/24/2012 07:49:16 AM
Contract Manager Approval	csweeney	09/26/2012 14:27:56 PM
Budget Analyst Approval	jrodrig9	10/05/2012 17:02:18 PM
BOE Agenda Approval	cwatson	10/16/2012 14:07:17 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: **13854**

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: **JOE BENIGNOS TREE SERVICE INC**
Contractor Name: **JOE BENIGNOS TREE SERVICE INC**
Address: **1464 CARLSON DR**
City/State/Zip: **GARDNERVILLE, NV 89410**
Contact/Phone: null775/265-9665
Vendor No.: T27008575
NV Business ID: NV20081585740

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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.

General Funds	0.00 %	X	Fees	100.00 % 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 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**

Contract term: **3 years and 334 days**

4. Type of contract: **Contract**

Contract description: **Snow Removal**

5. Purpose of contract:

This is a new contract to provide snow removal services for multiple state buildings and heavy equipment operations as needed in Carson City, Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$37,500.00**

Other basis for payment: See Schedule 1 in additional info tab

II. JUSTIFICATION

7. What conditions require that this work be done?

State offices require snow removal.

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? **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 contractor had the 2nd highest score from the Evaluation Committee from Request for Proposal 16625

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	tgalvan	10/09/2012 11:51:16 AM
Division Approval	tgalvan	10/09/2012 11:51:18 AM
Department Approval	tgalvan	10/09/2012 11:51:22 AM
Contract Manager Approval	tgalvan	10/09/2012 11:51:24 AM
Budget Analyst Approval	jrodrig9	10/13/2012 18:10:31 PM
BOE Agenda Approval	cwatson	10/16/2012 14:18:36 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: **13827**

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: **JOHNSON CONTROLS INC DBA**
 Contractor Name: **JOHNSON CONTROLS INC DBA**
 Address: **ENGINEERED EQUIPMENT & SYSTEMS
 3645 W OQUENDO RD STE 400**
 City/State/Zip: **LAS VEGAS, NV 89118-3145**
 Contact/Phone: **Mary Movius 702/222-0415**
 Vendor No.: **T10346500D**
 NV Business ID: **NV19571000769**

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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.

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? **Yes** or b. other effective date: **NA**
 Anticipated BOE meeting date: 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **HVAC Services**

5. Purpose of contract:

This is a new contract to provide ongoing heating, ventilation, and air conditioning services on an as needed basis for various state buildings in the Las Vegas area upon the written 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: **\$100,000.00**

Other basis for payment: Controls Resource \$159.00 per hour, Overtime \$238.50 per hour, Holiday \$318.00 per hour; Chiller Resource \$148.00 per hour, Overtime \$222.00 per hour, Holiday Rate \$296.00 per hour; Mechanical Resource \$130.00 per hour, Overtime Rate \$195.00 per hour, Holiday Rate \$260.00 per hour. Materials will be provided at the current list price minus 10%. Johnson Controls offers a discount of 10% on the above rates to customers during the term of a maintenance contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Heating and air conditioning equipment must be serviced, maintained and repaired on a regular basis for employee and visitor safety.

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 plumbing services on file. Per SAM 0338.0, each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 09/01/2012 Anticipated re-bid date: 09/01/2016

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, 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	tgalvan	10/09/2012 11:23:37 AM
Division Approval	tgalvan	10/09/2012 11:23:40 AM
Department Approval	tgalvan	10/09/2012 11:23:44 AM
Contract Manager Approval	tgalvan	10/09/2012 11:23:50 AM
Budget Analyst Approval	jrodrig9	10/13/2012 18:17:18 PM
BOE Agenda Approval	cwatson	10/16/2012 14:20:14 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: **13846**

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: **QUAL ECON USA INC**
Contractor Name: **QUAL ECON USA INC**
Address: **1015 TELEGRAPH ST STE C**
City/State/Zip: **RENO, NV 89502-2227**
Contact/Phone: null775/358-3655
Vendor No.: T29026697
NV Business ID: NV19931101236

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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.

General Funds	0.00 %	X	Fees	100.00 %	Buildings and Grounds building rent income fee
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 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**
Contract term: **3 years and 334 days**

4. Type of contract: **Contract**
Contract description: **Janitorial Service**

5. Purpose of contract:

This is a new contract to provide ongoing janitorial services for the Department of Motor Vehicles, located at 555 Wright Way Carson City, Nevada which will serve as a back-up contract only to be utilized in the event the primary contractor terminates and will only be activated at the written 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: **\$107,250.00**
Other basis for payment: See Schedule 1 in additional info tab

II. JUSTIFICATION

7. What conditions require that this work be done?

State offices must be kept clean.

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? **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 Contractor had the 2nd highest score from the Evaluation Committee from Request for Proposal Number 26976.

d. Last bid date: 06/21/2012 Anticipated re-bid date: 01/01/2016

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	tgalvan	10/09/2012 12:02:51 PM
Division Approval	tgalvan	10/09/2012 12:02:54 PM
Department Approval	tgalvan	10/09/2012 12:06:48 PM
Contract Manager Approval	tgalvan	10/09/2012 12:06:50 PM
Budget Analyst Approval	jrodrig9	10/13/2012 18:13:15 PM
BOE Agenda Approval	cwatson	10/16/2012 14:19:29 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 CONTRACT

1. Contract Number: 10236	Amendment Number: 4
Agency Name: BUILDINGS AND GROUNDS DIVISION	Legal Entity Name: SIEMENS INDUSTRY INC
Agency Code: 082	Contractor Name: SIEMENS INDUSTRY INC
Appropriation Unit: 1349-12	Address: 6295 S PEARL ST 200
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89120
If "No" please explain: Not Applicable	Contact/Phone: null702-855-5300
	Vendor No.: T81081810B
	NV Business ID: NV19981356462

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 %	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 **01/12/2010**

Anticipated BOE meeting date **10/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2013**

Contract term: **3 years and 354 days**

4. Type of contract: **Contract**

Contract description: **Fire Systems**

5. Purpose of contract:

This is the fourth amendment to the original contract, which provides the ongoing necessary labor to maintain the fire protection systems and equipment as required by applicable local, state, and federal codes and regulations for various state buildings located in Las Vegas, Nevada. This amendment increases the maximum amount from \$717,652.50 to \$917,652.50 for extra services to meet mandatory testing requirements.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$315,769.50
2. Total amount of any previous contract amendments:	\$401,883.00
3. Amount of current contract amendment:	\$200,000.00
4. New maximum contract amount:	\$917,652.50

II. JUSTIFICATION

7. What conditions require that this work be done?

Fire system maintenance/certifications/inspections are required by Local, State and Federal regulations.

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?
Siemens was the only proposal received.

d. Last bid date: 09/25/2009 Anticipated re-bid date: 09/25/2013

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:

2008-2012, Buildings and 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	09/24/2012 14:41:02 PM
Division Approval	wsalisp1	09/24/2012 14:41:04 PM
Department Approval	wsalisp1	09/24/2012 14:41:08 PM
Contract Manager Approval	csweeney	10/04/2012 07:56:42 AM
Budget Analyst Approval	jrodrig9	10/05/2012 16:58:52 PM
BOE Agenda Approval	cwatson	10/16/2012 14:06:06 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: **13851**

Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: SIERRA CONTROL SYSTEMS INC
Agency Code: 082	Contractor Name: SIERRA CONTROL SYSTEMS INC
Appropriation Unit: 1366-04	Address: 940 MALLORY WAY STE 1
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89701
If "No" please explain: Not Applicable	Contact/Phone: null775/883-0443
	Vendor No.: PUR0002695
	NV Business ID: NV19721005584
To what State Fiscal Year(s) will the contract be charged? 2013-2017	

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.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % RAW WATER SALES

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**

Contract term: **3 years and 334 days**

4. Type of contract: **Contract**

Contract description: **Communications**

5. Purpose of contract:

This is a new contract to provide ongoing preventative maintenance services for the Marlette Supervising Controls and Data Access System. Services to include, but not limited to, computer licensing and software support; preventative maintenance of radio transmitter units; and repair and part replacements. Sites include Virginia City Water System, Stewart Water System, Lakeview Tank, Diversion Dam, Snow Valley Peak, McClellan Peak, Hobart Reservoir, Summit Generator Site, Marlette Pump Site, and Lakeview Office master computers and radio transmitter units.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$93,844.00**

Other basis for payment: Computer Software Support at a cost of \$5,560.00 for year one, \$5,730.00 for year two, \$5,910.00 for year three, \$6,090.00 for year four; Preventative Maintenance at a cost of \$5,390.00 for year one, \$5,552.00 for year two, \$5,720.00 for year three, \$5,892.00 for year four; \$48,000.00 for extra services

II. JUSTIFICATION

7. What conditions require that this work be done?

The Marlette Water System requires monitoring and operation of water flow, water pressure, and water level in the tanks and transmission of that information through computer systems via Radio Transmitter Units.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Sierra Control Systems is the authorized dealer for this system. Sole Source.

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 #: 120901

Approval Date: 09/06/2012

c. Why was this contractor chosen in preference to other?

Sole Source.

d. Last bid date: 10/01/2012 Anticipated re-bid date: 10/01/2016

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, 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	wsalisp1	10/09/2012 12:37:25 PM
Division Approval	wsalisp1	10/09/2012 12:37:27 PM
Department Approval	wsalisp1	10/09/2012 12:37:29 PM
Contract Manager Approval	wsalisp1	10/09/2012 12:37:32 PM
Budget Analyst Approval	jrodrig9	10/16/2012 14:43:13 PM
BOE Agenda Approval	cwatson	10/17/2012 14:12:59 PM
BOE Final Approval	Pending	



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: # <u>120901</u>

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: Jerry Walker, Water Systems Manager, 515 E Musser St, Ste 102, Carson City, NV 89701, (775) 687-1022, jerrywalker@admin.nv.gov
- b. Vendor contact information: Sierra Control Systems, 940 Mallory Way, Carson City, NV 89701, (775) 883-0443 (P), (775) 883-5528 (F)
- 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:
Provide Preventative Maintenance & Services to the Marlette SCADA Systems: Computer licensing & software support, preventative maintenance of RTUs (Radio Transmitter Unit) and Repair & Part Replacements
3. Describe the unique qualification required for the service or good to be purchased:
This is an extension of the work to the Marlette Site Improvement Project. Sierra Controls will also be performing the SCADA upgrades.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
Sierra Control System is a specialized company that offers a remote location computer systems SCADA (supervisory control and data acquisition), they have been with our system since inception; we are interfacing with existing equipment to preserve system integrity. The State would have to expend funds to bring a new vendor up to speed.
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:
Cost will continue to increase and scheduling thrown off. Weather dictates when work can be done in the Sierra back country.
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.
We are within our scheduled upgrades. Sierra Control Systems is believed to be the only company in this area to perform this service at this time. They will be on site with the same kind of work of the system upgrades. This can result in time cost and savings.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? Based on prior experience with Sierra Control Systems, the State is confident that the cost is fair and reasonable.
8. What is the estimated value and length of the contract, amendment or request?

a. New contract Y N 4-year contract, \$93,844

b. Amendment Y N Amendment No. _____ {provide copy of previous waiver(s)}

SPWD-Buildings & Grounds-
Marlette Water System
Requesting agency

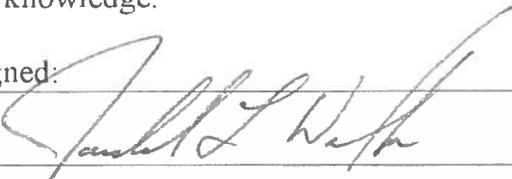
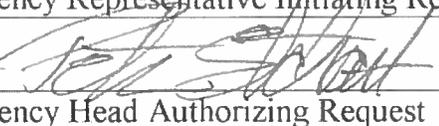
hereby requests approval for

Sierra Control Systems
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 	
Agency Representative Initiating Request	Date 8/5/12
X 	
Agency Head Authorizing Request	Date 8/5/12

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 	9-6-12
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: **13828**

Agency Name: **STATE PUBLIC WORKS DIVISION**
 Agency Code: **082**
 Appropriation Unit: **1565-63**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **HERSHENOW & KLIPPENSTEIN**
 Contractor Name: **HERSHENOW & KLIPPENSTEIN**
 Address: **ARCHITECTS INC**
5485 RENO CORPORATE DR STE 100
 City/State/Zip: **RENO, NV 89511-2262**
 Contact/Phone: null775/332-6640
 Vendor No.: T80984709
 NV Business ID: NV19941047730

To what State Fiscal Year(s) will the contract be charged? **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 %	X Bonds	100.00 % Proceeds from the Sale of Bonds
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 50314

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **241 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional services for the Northern Nevada Correctional Center, Shower Repairs; Proj. No. 07-M40(1) Contract #50314

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$27,200.00**

Other basis for payment: Monthly Progress Payments on Services Provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2007 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 the 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	dhinsz	09/24/2012 15:30:16 PM
Division Approval	dhinsz	09/24/2012 15:30:21 PM
Department Approval	dhinsz	09/24/2012 15:30:30 PM
Contract Manager Approval	dhinsz	10/09/2012 16:03:01 PM
Budget Analyst Approval	jrodrig9	10/12/2012 18:40:27 PM
BOE Agenda Approval	cwatson	10/17/2012 14:09:49 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: **12991** Amendment Number: **1**

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: **1585-13** 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 %	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? **No** or b. other effective date **02/14/2012**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2015**

Contract term: **3 years and 136 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Servs**

5. Purpose of contract:

This is the first amendment to the original contract, which provides professional architectural/engineering services for the Florence McClure Women's Correctional Center, Re-Roof Design Phase One; Project No. 11-S01; Contract No. 19255. This amendment increases the maximum amount from \$19,980 to \$36,180 for inspection services associated with for the roof replacement at the Florence McClure Correctional Center.

6. CONTRACT AMENDMENT

- 1. The maximum amount of the original contract: \$19,980.00
- 2. Total amount of any previous contract amendments: \$0.00
- 3. Amount of current contract amendment: \$16,200.00
- 4. New maximum contract amount: \$36,180.00

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	10/09/2012 15:47:56 PM
Division Approval	dgrimm	10/09/2012 15:47:59 PM
Department Approval	dgrimm	10/09/2012 15:48:02 PM
Contract Manager Approval	dgrimm	10/09/2012 16:04:11 PM
Budget Analyst Approval	jrodrig9	10/12/2012 18:44:21 PM
BOE Agenda Approval	cwatson	10/17/2012 14:10:27 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: **13403** Amendment Number: **1**

Agency Name: **STATE PUBLIC WORKS DIVISION** Legal Entity Name: **HERSHENOW & KLIPPENSTEIN**

Agency Code: **082** Contractor Name: **HERSHENOW & KLIPPENSTEIN**

Appropriation Unit: **1585-21** Address: **ARCHITECTS INC**

Is budget authority available?: **Yes** City/State/Zip: **5485 RENO CORPORATE DR STE 100**

If "No" please explain: Not Applicable Contact/Phone: **RENO, NV 89511-2262**

Vendor No.: **null775/332-6640**

NV Business ID: **T80984709**

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 #: **30972**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/05/2012**

Anticipated BOE meeting date 11/2012

Retrospective? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2015**Contract term: **3 years and 25 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Servs**

5. Purpose of contract:

This is the first amendment to the original contract, which provides professional architectural / engineering services for the Department of Motor Vehicles Flood Door Design; Project No. 11-E05; Contract No. 30972. This amendment increases the contract amount from \$24,700 to \$37,140 for civil engineering and related services for the flood water protection improvements at the Carson City DMV office.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$24,700.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$12,440.00
4. New maximum contract amount:	\$37,140.00

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 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

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	10/10/2012 10:24:39 AM
Division Approval	dgrimm	10/10/2012 10:24:44 AM
Department Approval	dgrimm	10/10/2012 10:24:50 AM
Contract Manager Approval	dgrimm	10/10/2012 10:34:39 AM
Budget Analyst Approval	jrodrig9	10/12/2012 18:26:34 PM
BOE Agenda Approval	cwatson	10/17/2012 14:08:41 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: **13651**

Agency Name: **PURCHASING DIVISION**
Agency Code: **083**
Appropriation Unit: **1362-20**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **Salvation Army, The**
Contractor Name: **Salvation Army, The**
Address: **PO BOX 91300**
City/State/Zip: **Henderson, NV 89009**
Contact/Phone: **Major William Cobb 702-565-9578**
Vendor No.:
NV Business ID: **NV20101615199**

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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 %
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 **11/13/2012**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2015**

Contract term: **2 years and 320 days**

4. Type of contract: **Contract**

Contract description: **Commodity food contr**

5. Purpose of contract:

This is a new contract where the contracted vendor will receive, store, and distribute USDA foods to low income individuals according to State and Federal guidelines.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,800.00**

Other basis for payment: Reimbursements for allowable program expenses as submitted on Claim for Reimbursement form.

II. JUSTIFICATION

7. What conditions require that this work be done?

USDA food is available to the State under The Emergency Food Assistance Program and the State Agency is responsible for this program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State Agency does not have the resources to complete 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?

All vendors that submit the program application and meet the qualifications of the program are awarded. Applications are excepted on a continual basis.

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:

Current with Food Distribution Program for several years. The work performed 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	kperondi	10/15/2012 16:19:55 PM
Division Approval	kperondi	10/15/2012 16:19:57 PM
Department Approval	kperondi	10/15/2012 16:20:00 PM
Contract Manager Approval	mmatovin	10/15/2012 16:22:09 PM
Budget Analyst Approval	csawaya	10/16/2012 15:14:51 PM
BOE Agenda Approval	sbrown	10/17/2012 11:57:55 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: **13722**

Agency Name: **PURCHASING DIVISION**
Agency Code: **083**
Appropriation Unit: **1362-20**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: Washoe County Senior Services
Contractor Name: **Washoe County Senior Services**
Address: **1155 East 9th Street**
City/State/Zip: **Reno, NV 89512**
Contact/Phone: Grady Tarbutton 775-328-2575
Vendor No.:
NV Business ID: exempt

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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 %
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 **11/13/2012**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2015**

Contract term: **2 years and 320 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **USDA Commodity Foods**

5. Purpose of contract:

This is a new interlocal agreement for the receipt, storage and distribution of USDA foods to low income individuals in accordance with State and Federal guidelines.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$36,000.00**

Other basis for payment: Reimbursements for allowable program expenses as submitted on Claim for Reimbursement form.

II. JUSTIFICATION

7. What conditions require that this work be done?

USDA food is available to the State under The Emergency Food Assistance Program and the State Agency is responsible for this program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State Agency does not have the resources to complete this work.

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?

All vendors that submit the program application and meet the qualifications of the program are awarded. Applications are accepted on a continual basis.

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:

Current with the Food Distribution Program for several years. The work performed 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	kperondi	09/28/2012 15:11:19 PM
Division Approval	kperondi	09/28/2012 15:11:21 PM
Department Approval	kperondi	09/28/2012 15:11:23 PM
Contract Manager Approval	mmatovin	10/01/2012 09:34:28 AM
Budget Analyst Approval	csawaya	10/08/2012 14:48:16 PM
BOE Agenda Approval	sbrown	10/13/2012 10:48:50 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: **13201** Amendment Number: **2**

Agency Name: **GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT** Legal Entity Name: **Hurt, Norton & Associates, Inc.**

Agency Code: **102** Contractor Name: **Hurt, Norton & Associates, Inc.**

Appropriation Unit: **1526-23** Address: **503 Capitol Court, NE Suite 200**

Is budget authority available?: **Yes** City/State/Zip: **Washington, DC 20002**

If "No" please explain: **Not Applicable** Contact/Phone: **Katharine C. Wood 202-543-9398**

Vendor No.:

NV Business ID: **NV20121159583**

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 **04/03/2012**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2012**

Contract term: **272 days**

4. Type of contract: **Contract**

Contract description: **Aerospace Study**

5. Purpose of contract:

This is the second amendment to the original contract, which is to provide research, analysis, advocacy, lobbying, marketing and related services in support of preservation and expansion of Nevada's Aerospace and Defense industry. This amendment increases the maximum amount from \$75,000 to \$115,000 due to the extension of the term of the contract approved in the contract's first amendment, which modified the agreement's termination date from June 30, 2012, to December 31, 2012.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$75,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$40,000.00
4. New maximum contract amount:	\$115,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Chapter 231 of Nevada Revised Statute

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency does not have the expertise for 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?
Upon thorough review and evaluation of the proposal, contractor clearly indicated an understanding of the deliverables.

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:

April, 2012 for GOED with satisfactory services.

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	mstenger	10/05/2012 13:39:06 PM
Division Approval	mstenger	10/05/2012 13:39:10 PM
Department Approval	mstenger	10/05/2012 13:39:14 PM
Contract Manager Approval	mstenger	10/05/2012 13:39:17 PM
Budget Analyst Approval	ekin4	10/17/2012 14:15:45 PM
BOE Agenda Approval	jborrowm	10/20/2012 08:04:48 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: **12287** Amendment Number: **2**
 Agency Name: **COMM ON ECONOMIC DEVELOPMENT** Legal Entity Name: **OCG CREATIVE INC**
 Agency Code: **102** Contractor Name: **OCG CREATIVE INC**
 Appropriation Unit: **1526-11** Address: **510 E PLUMB LN STE A**
 Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89502-3565**
 If "No" please explain: **Not Applicable** Contact/Phone: **null775/324-1643**
 Vendor No.: **T29021261**
 NV Business ID: **NV19991194012**

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? **No** or b. other effective date **07/20/2011**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **06/30/2014**

Termination Date:

Contract term: **2 years and 346 days**

4. Type of contract: **Contract**

Contract description: **Marketing**

5. Purpose of contract:

This is the second amendment to the original contract, which provides a portion of Nevada's required cash match for the federal State Trade and Export Promotion (STEP) grant application through the U.S. Small Business Administration. This amendment increases the maximum amount from \$31,500.00 to \$41,450.00 due to an increase in the volume of marketing materials that will be produced by the vendor.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$24,000.00
2. Total amount of any previous contract amendments:	\$7,500.00
3. Amount of current contract amendment:	\$9,950.00
4. New maximum contract amount:	\$41,450.00

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract provides a portion of Nevada's required cash match for the federal State Trade and Export Promotion (STEP) grant application through the U.S. Small Business Administration.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency does not have the expertise for the 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):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

OCG Creative, Inc., supplied a comprehensive proposal with assigned costs as well as a menu of activities for NCED to select from to promote the grant program. OCG Creative has successfully supported the Captive Insurance program another highly specific State of Nevada program. Therefore, NCED would recommend contracting with OCG Creative to promote the STEP program.

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:

June, 2009 to current for Nevada Commission on Economic Development/Governor's Office of Economic Development with 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: 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	mstenger	10/05/2012 11:47:30 AM
Division Approval	mstenger	10/05/2012 11:47:37 AM
Department Approval	mstenger	10/05/2012 11:47:52 AM
Contract Manager Approval	mstenger	10/05/2012 11:47:58 AM
DoIT Approval	bbohm	10/09/2012 14:08:10 PM
Budget Analyst Approval	ekin4	10/17/2012 14:17:26 PM
BOE Agenda Approval	jborrowm	10/20/2012 08:05:18 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: **13850**Agency Name: **ENTERPRISE IT SERVICES**Agency Code: **180**Appropriation Unit: **1386-26**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CHARTER Fiberlink NV-CCVII, LLC**Contractor Name: **CHARTER Fiberlink NV-CCVII, LLC**Address: **521 Northeast 136th Street**City/State/Zip: **Vancouver, WA 98684**Contact/Phone: **Ed Morehouse 775-850-1239**Vendor No.: **T81102176D**NV Business ID: **NV20031193671**To what State Fiscal Year(s) will the contract be charged? **2013-2018**

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 % Maintenance and Repair Fees

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2012**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2017**Contract term: **5 years**4. Type of contract: **Contract**Contract description: **Broadband for Fallon**

5. Purpose of contract:

This is a new contract for Fiber Ethernet Broadband services to the Fallon Nevada area for the next 5 years.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,190.00**

Other basis for payment: One time cost for service turn-up, \$33,470.00 plus \$1,112.00 X 60 months, \$66,720 = \$100,190.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Bring the State of Nevada Fallon offices Broadband Fiber services to expedite working conditions for all concerned.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies or employees cannot provide broadband 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 Applicableb. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)****Approval #: 120702****Approval Date: 07/09/2012**

c. Why was this contractor chosen in preference to other?

Charter was the only vendor that could provide the necessary services in the Fallon area. Competitor used inferior multiple T-1 lines at a much higher cost.

d. Last bid date: Anticipated re-bid date: 08/01/2017

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	10/08/2012 07:30:58 AM
Division Approval	capple	10/08/2012 07:40:06 AM
Department Approval	capple	10/08/2012 07:40:09 AM
Contract Manager Approval	bbohms	10/09/2012 12:19:16 PM
Budget Analyst Approval	ekin4	10/15/2012 13:32:44 PM
BOE Agenda Approval	jborrowm	10/17/2012 06:09:30 AM
BOE Final Approval	Pending	



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:
120702

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: Jon Mathews, IT Manager II, (775) 684-5843, Department of Administration, EITS
- b. Vendor contact information:
Charter Business Communications
Ed Morehouse, (775) 850-1239
Ed.morehouse@charter.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:

10mb Ethernet circuit from Carson City to Fallon

3. Describe the unique qualification required for the service or good to be purchased:

Vendor must be able to deliver reliable communications from Carson City to Fallon at no less than a speed of 10 megabits per second.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

This service has been bid competitively via the long distance and the Northern Nevada telecommunications RFP's that were awarded to AT&T. As it stands today, AT&T can provide the same amount of bandwidth service however AT&T must combine multiple T-1's to obtain the amount of service needed and the service is not Ethernet which will has a better has a better response time. Price Comparison:

	<u>AT&T</u>	<u>Charter Business</u>
Per Month	\$5,343.52	\$1,760.00
Per Year	\$64,122.24	\$21,120.00
→ Equipment	\$84,589.00	\$0
Price Difference Per Year		\$43,002.24
Equipment		\$84,589.60
Total Price Difference		\$127,591.84
Total 60 Month Difference		\$215,011.20

Based on the fiscal figures outlined above you can see that using the higher latency service offering of AT&T not only adds an additional \$84,589.60 in equipment cost, it will also increase the annual budget

Charter Business offering while delivering a less than optimal connection due to the combining of T-1's.

This comparison in itself outlines the growing fiscal need to go back out to RFP for Northern Nevada Telecommunications to save money over the current pricing, add competition to market, and take advantage of newer technologies offered by all vendors.

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:

Currently the Fallon location serves as a communications hub for multiple state agencies to include Department of Public Safety, Fallon Police and Churchill County Sherriff's offices. The connectivity is at a point of saturation and at peak usage times agencies including law enforcement cannot communicate to obtain critical data possibly jeopardizing officer safety. DMV and Welfare are also unable to conduct their core functions due to this saturation.

As previously stated the other mitigating factor is the annual cost difference of \$43,000 and the \$84,589 in equipment costs is not only a huge fiscal impact that the unit is not budgeted for but also a disservice to the Nevada taxpayer during these economic times.

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.

The unit manager contacted all service providers within the region, state contracted and non state contracted, and asked for service of 10mb to the Fallon location. Only two providers had available services to Fallon, those being AT&T and Charter. The unit manager also contacted the local provider CC Communications only to find out that the FCC only allowed for them to operate within the given territory and providing services to Carson City would violate FCC law.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? The agency obtained a quote from each of the vendors who can provide the service.

8. What is the estimated value and length of the contract, amendment or request?

\$105,600 for 60 months of service.

a. New contract Y N

b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

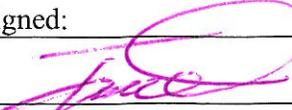
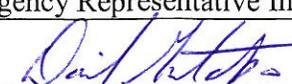
Department of Administration, hereby requests approval for
Enterprise Information Technologies
Requesting agency

Charter Business
Communications
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 	6/11/2012
Agency Representative Initiating Request	Date
X 	6/15/12
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.

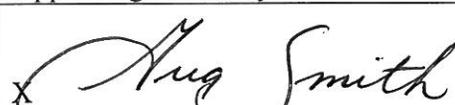
Signed:

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 	7-9-12
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: **13793**

Agency Name: ENTERPRISE IT SERVICES	Legal Entity Name: ELKO TELEVISION DISTRICT
Agency Code: 180	Contractor Name: ELKO TELEVISION DISTRICT
Appropriation Unit: 1388-00	Address: PO BOX 456
Is budget authority available?: Yes	City/State/Zip: ELKO, NV 89803-0456
If "No" please explain: Not Applicable	Contact/Phone: null775/778-0561
	Vendor No.: T80245490
	NV Business ID: Not Applicable
To what State Fiscal Year(s) will the contract be charged?	2013-2016

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 % Revenue Contract

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 11/2012

Retroactive? **Yes**

If "Yes", please explain

This contract will be retroactive back to October 1, 2012 due to the contractor returning the contract past the approved agency deadline for meeting the October BOE deadline.

3. Termination Date: **06/30/2016**

Contract term: **3 years and 273 days**

4. Type of contract: **Revenue Contract**

Contract description: **Rack Space Rental**

5. Purpose of contract:

This is a new Interlocal Revenue contract that provides for rack space rental at Mary's Mountain in Eureka County and Winemucca Mountain in Humboldt County with the Elko TV District.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,872.71**

Other basis for payment: FY13, \$4,574.54; FY14, \$6,099.39; FY15, \$6,099.39; FY16, \$6,099.39

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 for a revenue generating contract

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:

Currently under a revenue contract with EITS 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	09/21/2012 07:16:50 AM
Division Approval	capple	09/24/2012 07:36:04 AM
Department Approval	capple	09/24/2012 07:36:07 AM
Contract Manager Approval	bbohm	09/24/2012 11:52:34 AM
Budget Analyst Approval	ekin4	10/15/2012 13:22:10 PM
BOE Agenda Approval	jborrowm	10/17/2012 06:49:18 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

September 7, 2012

MEMORANDUM

To: Eric King, Budget Division

From: Ben Bohm
EITS Communications Contract Manager

Purpose: to request the BOE retroactively approve the attached Revenue Contract with Elko TV District

The attached Revenue Contract has been submitted for the BOE's approval. Due to the contractor returning the contract to the agency past the agency deadline date for submission to the September BOE, we are asking for this contract to be retroactively approved to October 1, 2012 by the Board of Examiners.

I appreciate your time and assistance. Should you have questions please call me at (775) 684-5859 or email to bnbohm@admin.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: **13771**

Agency Name: ENTERPRISE IT SERVICES	Legal Entity Name: Federal Aviation Administration
Agency Code: 180	Contractor Name: Federal Aviation Administration
Appropriation Unit: 1388-00	Address: PO Box 92007
Is budget authority available?: Yes	City/State/Zip: Los Angeles, CA 90009
If "No" please explain: Not Applicable	Contact/Phone: Clifford L. Farrior 310-725-7579
	Vendor No.:
	NV Business ID: Not Applicable
To what State Fiscal Year(s) will the contract be charged?	2013-2017

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.

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2012**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2016**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Rack Space Rental**

5. Purpose of contract:

This is a new contract that provides for rack space at Winnemucca Mountain in Humboldt County for the Federal Aviation Administration.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,795.13**

Other basis for payment: FY13, 7,115.96; FY14, \$12,198.78; FY15, \$12,198.78; FY16, \$12,198.8; FY17, \$5,082.83

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:

Currently under Revenue contracts with EITS 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	08/20/2012 16:00:39 PM
Division Approval	capple	08/21/2012 08:11:46 AM
Department Approval	capple	08/21/2012 08:11:49 AM
Contract Manager Approval	bbohm	09/24/2012 09:47:29 AM
Budget Analyst Approval	ekin4	10/01/2012 12:21:17 PM
BOE Agenda Approval	jborrowm	10/01/2012 13:14:12 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: **13852**

Agency Name: OFFICE OF VETERAN'S SERVICES	Legal Entity Name: Healthcare Services Group
Agency Code: 240	Contractor Name: Healthcare Services Group
Appropriation Unit: 2561-04	Address: 3220 Tillman Drive #300
Is budget authority available?: Yes	City/State/Zip: Bensalem, PA 19020
If "No" please explain: Not Applicable	Contact/Phone: Dan Hills 207-450-3829
	Vendor No.:
	NV Business ID: NV20021482015
To what State Fiscal Year(s) will the contract be charged?	2013-2017

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.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	50.00 % Private funding

Agency Reference #: **RFP 3003**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **11/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/09/2016**

Contract term: **3 years and 343 days**

4. Type of contract: **Contract**

Contract description: **Housekeeping Service**

5. Purpose of contract:

This is a new contract to provide the Nevada State Veterans Home with housekeeping and laundry services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the staffing or expertise to perform these duties.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency does not have the staffing capacity, technical expertise or resources to fulfill this work.

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?

Pursuant to RFP #3003 and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

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	jpalm5	10/09/2012 09:03:56 AM
Division Approval	jpalm5	10/09/2012 09:04:00 AM
Department Approval	jpalm5	10/09/2012 09:04:06 AM
Contract Manager Approval	mnobles	10/15/2012 08:18:48 AM
Budget Analyst Approval	jrodrig9	10/15/2012 16:37:08 PM
BOE Agenda Approval	cwatson	10/16/2012 14:08:07 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 CONTRACT

1. Contract Number: **13833**

Agency Name: OFFICE OF VETERAN'S SERVICES	Legal Entity Name: Morrison Healthcare Services
Agency Code: 240	Contractor Name: Morrison Healthcare Services
Appropriation Unit: 2561-08	Address: 5801 Peachtree Dunwoody Road
Is budget authority available?: Yes	City/State/Zip: Atlanta, GA 30342
If "No" please explain: Not Applicable	Contact/Phone: Gary Nelson 480-264-2802
	Vendor No.:
	NV Business ID: NV20011302439
To what State Fiscal Year(s) will the contract be charged?	2013-2017

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.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	50.00 % Private funding

Agency Reference #: RFP 1996

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/01/2016**

Contract term: **4 years and 31 days**

4. Type of contract: **Contract**

Contract description: **Food Services**

5. Purpose of contract:

This is a new contract to provide food services to the residents of the Nevada State Veterans Home.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the staffing or expertise to perform these duties.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency does not have the staffing capacity, technical expertise or resources to fulfill this work.

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?

Pursuant to RFP #1996 and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

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	jpalm5	10/05/2012 10:37:00 AM
Division Approval	jpalm5	10/05/2012 10:37:04 AM
Department Approval	jpalm5	10/05/2012 10:37:07 AM
Contract Manager Approval	mnobles	10/15/2012 08:17:51 AM
Budget Analyst Approval	jrodrig9	10/15/2012 16:38:55 PM
BOE Agenda Approval	cwatson	10/16/2012 14:02:10 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: **13825**

Agency Name: HISTORIC PRESERVATION	Legal Entity Name: REYMAN BROTHERS CONSTRUCTION
Agency Code: 334	Contractor Name: REYMAN BROTHERS CONSTRUCTION
Appropriation Unit: 4205-14	Address: INC
Is budget authority available?: Yes	151 S 18TH ST
If "No" please explain: Not Applicable	City/State/Zip: SPARKS, NV 89431-5581
	Contact/Phone: null775/356-0150
	Vendor No.: T80966566
	NV Business ID: T80966566

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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.

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 11/2013

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2016**

Contract term: **3 years and 30 days**

4. Type of contract: **Contract**

Contract description: **Historic Marker Main**

5. Purpose of contract:

This is a new contract to provide repair, repainting, and restoration of approximately 260 Nevada State Historic Markers located throughout the state

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$180,000.00**

Other basis for payment: Upon receipt of vendor invoice for each completed and State accepted deliverable.

II. JUSTIFICATION

7. What conditions require that this work be done?

There is a need for repairing, repainting and restoring the State Historic Markers statewide.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State Historic Preservation Office employees do not have the appropriate training or equipment necessary to complete the required work.

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?

Pursuant to RFP #2033, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 08/08/2012 Anticipated re-bid date: 07/01/2016

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:

State Public Works Board - May 2009
State Historic Preservation Office - June 2007 - June 2011. Agency has been satisfied with 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:
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	mwilli14	10/04/2012 07:51:32 AM
Division Approval	mwilli14	10/04/2012 07:51:37 AM
Department Approval	abrook1	10/04/2012 14:20:14 PM
Contract Manager Approval	mwilli14	10/05/2012 09:49:41 AM
Budget Analyst Approval	jrodrig9	10/16/2012 14:34:42 PM
BOE Agenda Approval	cwatson	10/17/2012 14:14:21 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: **13856**

Agency Name:	HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE	Legal Entity Name:	THE CHILDREN'S CABINET, INC.
Agency Code:	400	Contractor Name:	THE CHILDREN'S CABINET, INC.
Appropriation Unit:	3150-16	Address:	1090 S. ROCK BLVD
Is budget authority available?:	Yes	City/State/Zip:	RENO, NV 89502-7116
If "No" please explain:	Not Applicable	Contact/Phone:	KATHLEEN SANDOVAL 775-856-6200
		Vendor No.:	T80943883
		NV Business ID:	NV19851020784

To what State Fiscal Year(s) will the contract be charged? **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 **12/01/2012**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **05/31/2013**Contract term: **180 days**4. Type of contract: **Contract**Contract description: **Child Care Health**

5. Purpose of contract:

This is a new contract to provide child care resources and referrals to local providers of child care health consultation services including social emotional, mental health, and health best practices for child care health and well-being. In addition, services will include development and facilitation of workgroups, assistance with statewide planning efforts, and public awareness activities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Payment for services will be made at the rate of \$3,000.00 per month

Other basis for payment: \$3,000 per month for a maximum of five (5) months with a not-to-exceed contract amount of \$15,000.

II. JUSTIFICATION

7. What conditions require that this work be done?

Child Care Health Consultant Services are currently being provided in Clark and Washoe Counties by local Health Districts to licensed child care centers and family child care homes. State coordination of referrals for Child Care Health Consultant services is an integral part of making sure that parents and child care centers have information on healthy environments for their children to be cared for in while parents/guardians must work or participate in approved training.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of manpower. There is only one state employee in the Head Start State Collaboration and Early Childhood Systems Office.

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 Children's Cabinet, Inc. is Nevada's Child Care Resource and Referral Agency, accredited by the National Association for Child Care Resource and Referral. As such, they already have the infrastructure in place to provide referrals and information about Child Care Health Consultant services.

d. Last bid date: 07/16/2012 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 Children's Cabinet, Inc. has multiple contracts with divisions and programs within DHHS. To the program's knowledge, The Children's Cabinet, Inc. provides high quality services.

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	bvale1	10/08/2012 15:26:11 PM
Division Approval	bvale1	10/08/2012 15:26:14 PM
Department Approval	bvale1	10/08/2012 15:26:17 PM
Contract Manager Approval	bvale1	10/09/2012 15:51:26 PM
Budget Analyst Approval	nhovden	10/16/2012 16:53:43 PM
BOE Agenda Approval	nhovden	10/16/2012 16:53:56 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: **11182** Amendment Number: **1**
 Agency Name: **AGING SERVICES DIVISION** Legal Entity Name: **PUBLIC PARTNERSHIPS, LLC**
 Agency Code: **402** Contractor Name: **PUBLIC PARTNERSHIPS, LLC**
 Appropriation Unit: **3266-16** Address: **148 STATE ST FL 10**
 Is budget authority available?: **No** City/State/Zip: **BOSTON, MA 02109-2510**
 If "No" please explain: Pending aproval of work program C25554 to add \$400,000 authority to BA3266, Category 16. Contact/Phone: Marc H. Fenton 617/426-2026
 Vendor No.: T32000990
 NV Business ID: NV20091423194

To what State Fiscal Year(s) will the contract be charged? **2011-2014**
 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 Funds

Agency Reference #: RFP #1854

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 11/2012

Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **07/31/2013**
 Contract term: **3 years**

4. Type of contract: **Contract**
 Contract description: **FMA Services**

5. Purpose of contract:
This is an amendment to the original contract which provides in-home behavioral therapy. This amendment increases the maximum contract amount from \$1,800,000 to \$2,886,063.00. The original contract amount reflected the amount needed for the pilot project. This increase reflects what is needed for the permanent program created in the 2011 Legislative Session.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,800,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$1,086,063.00
4. New maximum contract amount:	\$2,886,063.00

II. JUSTIFICATION

7. What conditions require that this work be done?
In-home behavioral therapy is one of the services provided to clients of the Aging and Disability Services Autism Program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
No state agencies or employees have the equipment or the experience 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?

This contractor was selected as the best solution by the evaluation committee based on pre-determined evaluation criteria.

d. Last bid date: 03/04/2010 Anticipated re-bid date: 02/01/2013

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 contracted with Mental Health Development Services. Services 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:
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	Igoulart	10/04/2012 09:50:39 AM
Division Approval	Igoulart	10/04/2012 09:51:21 AM
Department Approval	bvale1	10/05/2012 15:02:12 PM
Contract Manager Approval	vkemp	10/08/2012 08:13:51 AM
Budget Analyst Approval	eobrien	10/17/2012 06:36:53 AM
BOE Agenda Approval	nhovden	10/17/2012 13:33:53 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: **13839**Agency Name: **HEALTH DIVISION**Agency Code: **406**Appropriation Unit: **3222-17**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SOUTHERN NEVADA HEALTH**Contractor Name: **SOUTHERN NEVADA HEALTH**Address: **DISTRICT****PO BOX 3902**City/State/Zip: **LAS VEGAS, NV 89127**

Contact/Phone: null702/759-1649

Vendor No.: T27001231B

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 #: HD 12159

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2013**Contract term: **1 year and 60 days**4. Type of contract: **Interlocal Agreement**Contract description: **Home Visiting Svcs**

5. Purpose of contract:

This is a new interlocal agreement to expand evidence-based home visiting services, to promote maternal, infant and early childhood health, and safety, as well as the development of strong parent-child relationships.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$294,938.00**

Other basis for payment: Payments invoiced monthly, based on visits conducted.

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal Grant mandates the promotion of maternal, infant and early childhood health, and safety, as well as building upon existing State infrastructure with regard to existing home visiting programs currently being conducted throughout the State.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Health Division does not have the resources to perform this function.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?

Contracts are being awarded to all three bidding vendors, as they all meet the minimum federal home visitation criteria. The Sunrise Children's Foundation, and UNR contracts were approved by the September BOE.

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	valpers	10/09/2012 08:45:38 AM
Division Approval	valpers	10/09/2012 08:45:42 AM
Department Approval	bvale1	10/09/2012 14:43:42 PM
Contract Manager Approval	cschmid2	10/09/2012 14:58:09 PM
Budget Analyst Approval	bberry	10/12/2012 11:01:32 AM
BOE Agenda Approval	nhovden	10/16/2012 16:04:49 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: **13796**Agency Name: **HEALTH DIVISION**Agency Code: **406**Appropriation Unit: **3222-19**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **UNLV SCHOOL OF DENTAL MEDICINE**Contractor Name: **UNLV SCHOOL OF DENTAL MEDICINE**Address: **1001 SHADOW LN MS 7410**City/State/Zip: **LAS VEGAS, NV 89106-4124**Contact/Phone: **null702/774-2817**Vendor No.: **D35000824**NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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.

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 13049**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **11/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/31/2016**Contract term: **3 years and 273 days**4. Type of contract: **Interlocal Agreement**Contract description: **Dental Director**

5. Purpose of contract:

This is a new interlocal agreement to provide a part time dental professor to assist in overseeing the state's Oral Health program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$124,140.15**

Payment for services will be made at the rate of \$8,276.01 per Quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

The Health Division requires a Doctor of Dentistry to assist the State's Oral Health Program as an advocate and as a liaison between the State, community and various professional organizations to enhance oral healthcare within the state.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Oral Health Program does not have an individual that is a Doctor of Dentistry.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?

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	mwillia9	09/28/2012 09:18:29 AM
Division Approval	mwillia9	09/28/2012 09:18:35 AM
Department Approval	bvale1	09/28/2012 09:22:02 AM
Contract Manager Approval	cschmid2	09/28/2012 09:44:13 AM
Budget Analyst Approval	bberry	09/28/2012 15:17:20 PM
BOE Agenda Approval	nhovden	10/01/2012 18:59:55 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: **12087** Amendment Number: **1**

Agency Name: **CHILD AND FAMILY SERVICES DIVISION** Legal Entity Name: **Anytime Plumbing Inc dba Abes Plumbing Air Repair Fast**

Agency Code: **409** Contractor Name: **Anytime Plumbing Inc dba Abes Plumbing Air Repair Fast**

Appropriation Unit: **3646-07** Address: **4690 W. Post Road, Suite 130**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89118-4345**

If "No" please explain: **Not Applicable** Contact/Phone: **null702.632.9300**

To what State Fiscal Year(s) will the contract be charged? **2012-2015** Vendor No.: **T80725910A**

NV Business ID: **NV19991205584**

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	43.30 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	53.50 %	Bonds	0.00 %
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	3.20 % Private Insurance

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 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Repair Service**

5. Purpose of contract:

This is the first amendment to the original contract, which provides 'as needed' plumbing repair services for the division's eleven buildings located at 6171 W. Charleston Blvd., Las Vegas. This amendment extends the termination date from June 30, 2013 to June 30, 2015 and increases the maximum amount from \$20,000 to \$50,000 due to the need for ongoing repairs as the aging buildings have increased sewer line issues and pipes are breaking/splitting in the various buildings.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$20,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$30,000.00
4. New maximum contract amount:	\$50,000.00
and/or the termination date of the original contract has changed to:	06/30/2015

II. JUSTIFICATION

7. What conditions require that this work be done?

For the health and safety of staff, residents and visitors. Due to the age of the buildings on this campus, it is important to have a contract for repairs in place to avoid the possibility of having a building on campus without running water, flooding, etc., which would negatively impact program services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Division of Child and Family Services does not have the staff 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?

Anytime Plumbing, Inc. had the lowest, most responsible proposal.

d. Last bid date: 03/01/2011 Anticipated re-bid date: 03/01/2015

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:

FY12 - current; the Department of Health and Human Services, Division of Child and Family Services. 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	dkluever	09/04/2012 08:50:53 AM
Division Approval	dkluever	09/04/2012 08:51:08 AM
Department Approval	bvale1	09/26/2012 07:03:24 AM
Contract Manager Approval	cphenix	09/26/2012 08:47:44 AM
Budget Analyst Approval	eobrien	10/01/2012 10:16:48 AM
BOE Agenda Approval	nhovden	10/01/2012 18:54:47 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: **13419** Amendment Number: **2**

Agency Name: **ADJUTANT GENERAL & NATL GUARD** Legal Entity Name: **H&K Architects**

Agency Code: **431** Contractor Name: **H&K Architects**

Appropriation Unit: **3650-10** Address: **5485 RENO CORPORATE DR STE 100**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89511-2262**

If "No" please explain: **Not Applicable** Contact/Phone: **Max Hershenow 775/332-6640**

Vendor No.: **T80984709**

NV Business ID: **NV19941047730**

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 #: **055-2012**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/05/2012**

Anticipated BOE meeting date **11/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/12/2013**

Contract term: **1 year and 99 days**

4. Type of contract: **Contract**

Contract description: **C-12 Hangar Door**

5. Purpose of contract:

This is the second amendment to the original contract, which provides design documents and types A, B, and C engineering services for the C-12 Hangar Door Remodel and Solar Wall Installation at the Washoe County Armory. The type C engineering services assume 3 projects will be constructed concurrently under one contract. This amendment adds additional design scope and funding to the existing contract to increase the scope of vendor's engineering services needed for the SolarWall System installation.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$69,100.00
2. Total amount of any previous contract amendments:	\$7,500.00
3. Amount of current contract amendment:	\$4,500.00
4. New maximum contract amount:	\$81,100.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Addition of sub-consultant to narrow design and scope of the SolarWall System.

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 documents and Type A, B, and C 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: **Professional Service (As defined in NAC 333.150)**

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 Type A, B, C.

d. Last bid date: 04/06/2012 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 vendor has been used by the Office of the Military 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 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	bhernan2	10/05/2012 12:12:28 PM
Division Approval	jmcentee	10/09/2012 18:10:33 PM
Department Approval	jmcentee	10/09/2012 18:10:35 PM
Contract Manager Approval	jmcentee	10/10/2012 12:13:56 PM
Budget Analyst Approval	jborrowm	10/15/2012 10:50:33 AM
BOE Agenda Approval	jborrowm	10/15/2012 10:50:43 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: **13711**

Agency Name: **DEPARTMENT OF CORRECTIONS**
Agency Code: **440**
Appropriation Unit: **3723-09**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **VANGUARD Pest and Weed Control**
Contractor Name: **VANGUARD Pest and Weed Control**
Address: **283 N. 3rd St**
City/State/Zip: **Panaca, NV 89030**
Contact/Phone: **null775-962-1564**
Vendor No.:
NV Business ID: **NV20081347938**

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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.

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 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **3 years and 242 days**

4. Type of contract: **Contract**

Contract description: **Pest Control Service**

5. Purpose of contract:

This is a new contract to provide regular scheduled pest control services at Pioche Conservation Camp.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,700.00**

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:

NDOC employees do not have the expertise and or equipment necessary to provide pest control services. No other State agency offers 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?

Vanguard local vendor and had the lowest bid.

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	ssergent	08/16/2012 09:48:21 AM
Division Approval	bfarris	09/06/2012 08:18:41 AM
Department Approval	dreed	09/06/2012 09:51:24 AM
Contract Manager Approval	mvarne1	09/20/2012 10:21:32 AM
Budget Analyst Approval	cmurph3	09/24/2012 16:43:37 PM
BOE Agenda Approval	sbrown	09/30/2012 08:05:52 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 CONTRACT

1. Contract Number: **13790**

Agency Name: **DEPARTMENT OF CORRECTIONS**
 Agency Code: **440**
 Appropriation Unit: **3727-35**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **CHURCHILL COUNTY SCHOOL DIST**
 Contractor Name: **CHURCHILL COUNTY SCHOOL DIST**
 Address: **1222 South Taylor**
 City/State/Zip: **Carson City, NV 89406**
 Contact/Phone: **Kristina Moore 775/842-6139**
 Vendor No.: **T40231700**
 NV Business ID: **Not Applicable**

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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 %
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 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/12/2015**

Contract term: **3 years and 11 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Alfalfa hay Purchase**

5. Purpose of contract:

This is a new interlocal agreement to provide alfalfa hay to feed livestock at the Prison Ranch, provide the Churchill Future Farmers of America/Equipment Training Program with a market for the hay that is produced through this program, while providing training opportunities for both programs.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$275,000.00**

Other basis for payment: Price determined by mutual agreement between parties after receiving quotes and input from hay bokers in the area.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Prison Ranch buys large quantities of alfalfa hay each year from various suppliers to feed their livestock. The Churchill County School District's FFA program grows and harvests hay to support their FFA program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Prison Ranch requires more hay than state facilities can produce.

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?

Nevada State Purchasing has deemed the FFA's hay surplus. This Interlocal Agreement only supplements the hay needed during the year and benefits both parties. This Interlocal Agreement benefits both parties. The Churchill County FFA needs a reliable buyer of their hay and the Prison Ranch needs another source for obtaining hay.

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:

Prison Ranch FY 04 to current. Contractor has provided 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	ddastal	09/03/2012 17:25:16 PM
Division Approval	ddastal	09/03/2012 17:25:19 PM
Department Approval	ddastal	09/03/2012 17:25:23 PM
Contract Manager Approval	ddastal	09/03/2012 17:25:27 PM
Budget Analyst Approval	cmurph3	09/24/2012 16:33:26 PM
BOE Agenda Approval	sbrown	09/30/2012 08:08:15 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: **13547**

Agency Name: **DEPARTMENT OF CORRECTIONS**
Agency Code: **440**
Appropriation Unit: **3747-09**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: Western Exterminator Company
Contractor Name: **Western Exterminator Company**
Address: **2943 E. Alexander Rd.**
City/State/Zip: **North Las Vegas, NV 89030**
Contact/Phone: Trent English 702.501.8998
Vendor No.: PUR0000491E
NV Business ID: NV19951057505

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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.

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 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **3 years and 242 days**

4. Type of contract: **Contract**

Contract description: **Pest Control**

5. Purpose of contract:

This is a new contract to provide ongoing pest control services at Ely State Prison and Ely Conservation Camp.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,120.00**

Other basis for payment: Upon completion of service 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?

Overall they had the best proposal to best meet the needs of the Department.

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:

FY08-FY12; Department of Corrections. 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: 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	ssergent	09/14/2012 08:22:35 AM
Division Approval	bfarris	09/17/2012 13:55:47 PM
Department Approval	bfarris	09/17/2012 13:55:53 PM
Contract Manager Approval	jhardy	09/27/2012 08:37:58 AM
Budget Analyst Approval	cmurph3	10/01/2012 07:48:33 AM
BOE Agenda Approval	sbrown	10/02/2012 12:59:35 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: **11651** Amendment Number: **1**

Agency Name: **DEPARTMENT OF PUBLIC SAFETY** Legal Entity Name: **MorphoTrust USA, Inc. dba MT USA, Inc.**

Agency Code: **650** Contractor Name: **INTEGRATED BIOMETRIC TECHNLOGY SVCS LLC DBA IBT**

Appropriation Unit: **4709-00** Address: **1650 WABASH AVE STE D**

Is budget authority available?: **Yes** City/State/Zip: **SPRINGFIELD, IL 62704**

If "No" please explain: **Not Applicable** Contact/Phone: **Chris Brown 217-726-1480**

Vendor No.: **T27020650**

NV Business ID: **NV20121363420**

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

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 % fingerprint 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 **11/09/2010**

Anticipated BOE meeting date **11/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **11/30/2012**

Termination Date:

Contract term: **3 years and 22 days**

4. Type of contract: **Revenue Contract**

Contract description: **Technology Contract**

5. Purpose of contract:

This is the first amendment to the original revenue contract, which provides a coordinated submission of electronic fingerprinting for non-law enforcement sites to the Department of Public Safety, Records and Technology Division. Private and non-law enforcement agencies who provide fingerprinting services for criminal history background checks submit electronic fingerprints through Morpho Trust, and Morpho Trust submits the fingerprints to the Division. This amendment assigns the contract to the new owner of the business; revises the fees collected to comply with FBI requirements; extends the termination date from November 30, 2012 to November 30, 2013; and increases the maximum amount from \$2,000,000 to \$8,000,000.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$2,000,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$6,000,000.00
4. New maximum contract amount:	\$8,000,000.00
and/or the termination date of the original contract has changed to:	11/30/2013

II. JUSTIFICATION

7. What conditions require that this work be done?

State statutes require fingerprint scanning to verify identification of individuals. This contract continues the electronic fingerprint scanning of fingerprints, in lieu of manual scanning of fingerprints, at a lower cost to user agencies and private entities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No State of Nevada agencies have the ability to complete 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: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 100307A

Approval Date: 06/14/2012

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:

This contractor has been the current provider for this service since 2007 and the services are 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?

No b. If "No", please explain:

MorphoTrust USA Inc. purchased Integrated Biometric Technology Services. Part of this amendment is an assignment of the contract.

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	jdibasil	10/15/2012 14:29:45 PM
Division Approval	jdibasil	10/15/2012 14:29:49 PM
Department Approval	mteska	10/15/2012 14:40:52 PM
Contract Manager Approval	jbauer	10/15/2012 15:54:09 PM
Budget Analyst Approval	jstrandb	10/16/2012 08:03:48 AM
BOE Agenda Approval	cwatson	10/16/2012 14:00:21 PM



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:

#100307A

Amendment 1

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: **Department of Public Safety**
Records & Technology Division, Records Bureau
Rich Gilbert, Management Analyst II
Phone: 684-6259; fax 684-6274
Email: rgilbert@dps.state.nv.us

- b. Vendor contact information:

Integrated Biometric Technology Services, LLC
("IBT, L-1 Identity Solutions' Enrollment Services Division)
1650 Wabash Avenue, Suite D
Springfield, IL 62704
Contact: Chris Brown
Ph. (217) 726-1480 / Fax: (217) 793-0141

Contract is hereby assigned to:

MorphoTrust USA, dba,
MT USA
1650 Wabash Avenue, Suite D
Springfield, IL 62704
Contact: Chris Brown
Ph. (217) 726-1480 / Fax: (217) 793-0141

- 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:

This is the first amendment to an original revenue contract as described in the original Sole Source Solicitation that provides a single source channeling service of electronic applicant transmissions to DPS, Records Bureau in Carson City for all DPS-approved local government and private agencies, including fingerprinting sites throughout the State of Nevada to continue efficient processing of applicant fingerprint-based background checks required by State statute.

3. Describe the unique qualification required for the service or good to be purchased:
This contract continues the electronic fingerprint scanning of fingerprints as now required by the FBI and “channels” this information to the DPS, Records Bureau from a single source to protect the integrity of the DPS computer network system. The electronic scanning of fingerprints is now a requirement of the FBI. The Records and Technology Division is no longer permitted to submit manual fingerprints to the FBI and this change will result in an increase in the electronic “channeling” submissions.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
This purpose of this contract amendment time extension is to allow the Records Bureau to work with the Purchasing Division to identify potential vendors and complete a new RFP for these services.
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:
If this contract is not amended as requested, it would cause the existing contractor to disconnect the current channeling service and create a situation whereby most of the law enforcement agencies and private entities in Nevada would not be able to submit fingerprints in a timely manner.
The current infrastructure of the DPS Technology Bureau only has the capability to host one channeling service and any change to the current channeling service could result in additional cost and delay to the processing of fingerprint submissions.
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.
This amendment extends the original contract as provided in the original Sole Source Solicitation.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
This amendment will change the negotiated pricing from the original revenue contract. The fees collected by the contractor are being revised in Item 4. above and are mandated by the FBI and Statute.
The fees collected pursuant to Attachment CC have changed and the amounts to be remitted to the State are as follows:
Twenty-one dollars and no cents (\$21.00) for every processed state fingerprint submission;
Sixteen dollars and fifty cents (\$16.50) for every processed federal fingerprint submission;
Eighteen dollars and no cents (\$18.00) for every processed state fingerprint submission for a volunteer;
Fifteen dollars and no cents (\$15.00) for every processed federal fingerprint submission for a volunteer.
8. What is the estimated value and length of the contract, amendment or request?
This amendment to the original contract extends the contract for an additional one (1) year and adds an additional six million dollars and no cents (\$6,000,000.00) to the contract with the total contract not to exceed eight million dollars and no cents (\$8,000,000.00).
- a. New contract Y N X
- b. Amendment Y X N Amendment No. 1
 {provide copy of previous waiver(s)}

Attached Sole Source Solicitation dated 03/05/2010.

DPS, Records Bureau

hereby requests approval for

MorphoTrust USA, dba,
MT USA

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		6/7/12
	Agency Representative Initiating Request	Date
X		6-8-12
	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		6-14-12
	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: **13822**Agency Name: **DPS-HIGHWAY PATROL**Agency Code: **651**Appropriation Unit: **4713-13**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: California Highway Patrol

Contractor Name: **California Highway Patrol**Address: **3300 Reed Avenue**City/State/Zip: **West Sacramento, CA 95605**

Contact/Phone: null916-376-3505

Vendor No.:

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 %
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 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2013**Contract term: **1 year and 60 days**4. Type of contract: **Interlocal Agreement**Contract description: **Vehicle builds**

5. Purpose of contract:

This is a new interlocal agreement to provide for installation of law enforcement equipment (lights, radios, push bumpers, decals) in new fleet vehicles owned by the Department of Public Safety, Highway Patrol Division.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,000.00**

Payment for services will be made at the rate of \$500.00 per vehicle build

Other basis for payment: payment upon receipt of invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

The new NHP police fleet vehicles need to be equipped with the necessary law enforcement equipment (lights, radios, push bumpers, decals) before they can be distributed to command offices statewide for use on the street. The California Highway Patrol can provide this service faster and cheaper than any agency or business in Nevada and they are in a unique position right now to be able to provide this service to NHP. By utilizing the California Highway Patrol to complete the build outs with their established process, NHP will increase the speed at which NHP can deploy its newer fleet vehicles to replace the aging vehicles that are becoming costly to maintain.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There currently are no State of NV governmental agencies or private businesses with the necessary expertise to complete the build out of NHP's police fleet vehicles as quickly and cost effective as the California Highway Patrol can provide the services.

NHP has extensively researched agencies and private businesses with the expertise to provide these services. NHP has found that the California Highway Patrol can not only complete the vehicle build outs the quickest, but also their fee for the services is considerably cheaper than any other agency or business.

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?

Governmental 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?

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	shoh1	10/16/2012 11:45:22 AM
Division Approval	shoh1	10/16/2012 11:45:24 AM
Department Approval	mteska	10/17/2012 08:03:46 AM
Contract Manager Approval	jbauer	10/17/2012 11:43:54 AM
Budget Analyst Approval	jstrandb	10/18/2012 08:57:17 AM
BOE Agenda Approval	cwatson	10/18/2012 11:56:34 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: 13823	Amendment Number: 1
Agency Name: CONSERVATION & NATURAL RESOURCES	Legal Entity Name: Christine Thiel
Agency Code: 700	Contractor Name: Christine Thiel
Appropriation Unit: 4203-13	Address: 2801 Tamara Court
Is budget authority available?: Yes	City/State/Zip: Minden, NV 89426
If "No" please explain: Not Applicable	Contact/Phone: Christine Thiel 775-267-3734
	Vendor No.: T27018933
	NV Business ID: NV2021355411
To what State Fiscal Year(s) will the contract be charged?	2010-2017

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.

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 **01/01/2010**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **02/28/2013**

Contract term: **7 years and 60 days**

4. Type of contract: **Contract**

Contract description: **Thiel**

5. Purpose of contract:

This is the first amendment to the original contract, which provides ongoing services to advise the Director of the Department of Conservation and Natural Resources (DCNR) regarding issues relating to the state's Truckee River Operating Agreement. This amendment extends the termination date from February 28, 2013 to February 28, 2017 and increases the maximum amount from \$63,000 to \$150,112 due to the extension.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$63,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$87,112.00
4. New maximum contract amount:	\$150,112.00
and/or the termination date of the original contract has changed to:	02/28/2017

II. JUSTIFICATION

7. What conditions require that this work be done?

The critical nature of the State of Nevada's participation and involvement in work to be accomplished.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Because of time constraints, staff constraints and experience constraints, State employees are unable 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: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

This contractor has the expertise in the duties to be performed and familiarity with the Truckee River Operating 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:

DCNR currently has a contract with this contractor 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 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)?

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.

NA

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	abrook1	10/03/2012 13:29:34 PM
Division Approval	abrook1	10/03/2012 13:29:41 PM
Department Approval	abrook1	10/03/2012 13:29:46 PM
Contract Manager Approval	abrook1	10/03/2012 13:29:50 PM
Budget Analyst Approval	jrodrig9	10/17/2012 15:35:47 PM
BOE Agenda Approval	cwatson	10/18/2012 11:53:18 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: **13855** Amendment Number: **1**

Agency Name: **CONSERVATION & NATURAL RESOURCES** Legal Entity Name: **Hoffman Test Guinan & Collier**

Agency Code: **700** Contractor Name: **Hoffman Test Guinan & Collier**

Appropriation Unit: **4203-13** Address: **PO Box 187**

Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89504**

If "No" please explain: **Not Applicable** Contact/Phone: **Jack Hoffman 775-322-4081**

Vendor No.: **T80078580A**

NV Business ID: **NV19761003117**

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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.

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: **11/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **02/28/2013**

Termination Date:

Contract term: **4 years and 120 days**

4. Type of contract: **Contract**

Contract description: **Hoffman**

5. Purpose of contract:

This is the first amendment to the original contract, which provides ongoing legal assistance to the department on selected water rights/water litigation and with negotiations in ongoing cases. This amendment extends the termination date from February 28, 2013 to February 28, 2017 and increases the maximum amount from \$75,000 to \$247,104 due to the extension.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$75,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$172,104.00
4. New maximum contract amount:	\$247,104.00
and/or the termination date of the original contract has changed to:	02/28/2017

II. JUSTIFICATION

7. What conditions require that this work be done?

the firm provides the Director with continuity in ongoing water litigation, which may last for years.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department relies on the cumulative memory provided by the firm's association with the selected litigation.

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:

From 1983 through 2010, the firm has been engaged under contract with the Attorney General's Office to provide service to the Department of Conservation & Natural Resources. 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	abrook1	10/08/2012 10:22:07 AM
Division Approval	abrook1	10/08/2012 10:22:11 AM
Department Approval	abrook1	10/08/2012 10:22:15 AM
Contract Manager Approval	abrook1	10/08/2012 10:22:18 AM
Budget Analyst Approval	jrodrig9	10/17/2012 14:40:31 PM
BOE Agenda Approval	cwatson	10/18/2012 11:50:51 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: **CONV5702** Amendment Number: **4**

Agency Name: **WILDLIFE DIVISION** Legal Entity Name: **CLS AMERICA, INC**

Agency Code: **702** Contractor Name: **CLS AMERICA, INC**

Appropriation Unit: **4457-28** Address: **4300 Forbes Blvd, Suite 110**

Is budget authority available?: **Yes** City/State/Zip: **Lanham, MD 20706**

If "No" please explain: Not Applicable Contact/Phone: null3019254411

Vendor No.: T29008083

NV Business ID: N/A

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 %
X Federal Funds	25.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	75.00 % Heritage Fund and Wildlife Trust Fund

Agency Reference #: 09-30

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/08/2008**

Anticipated BOE meeting date 11/2012

Retrospective? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2013**Contract term: **4 years and 296 days**4. Type of contract: **Contract**Contract description: **Speciality Services**

5. Purpose of contract:

This is the fourth amendment to the original contract, which provides satellite animal tracking data transmission. The data is sent from animal collars to the vendor via satellite. The data is critical for the department and land management agencies to make appropriate population and habitat management decisions. This amendment increases the maximum amount from \$94,880 to \$110,880 because the department was able to deploy more collars than we anticipated; and the battery life (hence the useful life) of the collars is exceeding expectations.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$24,000.00
2. Total amount of any previous contract amendments:	\$70,880.00
3. Amount of current contract amendment:	\$16,000.00
4. New maximum contract amount:	\$110,880.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The data sent by animal collars to CLS America by satellite and accessed remotely by the Department will allow the Department to better understand the migration routes and movement patterns of big game animals across the landscape. This information is critical for this Department and land management agencies to make appropriate population and habitat management decisions that will result in the long-term propagation and conservation of the species as affected by large-scale projects such as mining, energy development, transportation corridors and urban expansion, all of which are potentially detrimental to wildlife.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department has no control over or access to the use of satellites for tracking animal movements.

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?

Sole source waivers have been obtained from Purchasing on the original contract and prior amendments, but Purchasing no longer opines on waiver requests for non-RFP contracts - the Departments do their own due diligence. Sole source treatment is appropriate because the Sirtrack collars worn by the animals being tracked communicate only with the Argos satellite system, and CLS America has full control over that system. Sirtrack was selected by Purchasing in 2007 via competitive bidding for the manufacturing of several wildlife satellite transmitting collars. All Sirtrack's collars are programmed to communicate only with the ARGOS satellite system. Therefore, we are compelled to contract with CLS America for their services since they have sole control over that system.

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:

For the Department of Wildlife 2007-the present. Their service has been exemplary.

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:

Foreign Corporation

For NRS 80, CLS America is not doing business in Nevada. It provides animal telemetry via satellite-GPS collars not owned by CLS. The Department reads the telemetry data from CLS's website. CLS headquarters is in Maryland. It has no employees or equipment in Nevada at any time. CLS communicates with NDOW by phone and email. In addition, it is conducting business in interstate commerce, which by statute (NRS 80.015(1)(m)) does not constitute doing business in Nevada.

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.

For NRS 76, CLS America is not doing business in Nevada. It meets none of the criteria of NRS 76.100(6). It provides animal telemetry via satellite-GPS collars not owned by CLS, placed on animals by another company. The Department reads the telemetry data from CLS's website. CLS headquarters is in Maryland. It has no employees or equipment in Nevada at any time. CLS communicates with the Department from out of State by phone and email.

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.

For NRS 80, CLS America is not doing business in Nevada. It provides animal telemetry via satellite-GPS collars not owned by CLS. The Department reads the telemetry data from CLS's website. CLS headquarters is in Maryland. It has no employees or equipment in Nevada at any time. CLS communicates with NDOW by phone and email. In addition, it is conducting business in interstate commerce, which by statute (NRS 80.015(1)(m)) does not constitute doing business in Nevada.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mkrumena	10/01/2012 08:54:01 AM
Division Approval	mkrumena	10/01/2012 08:54:04 AM
Department Approval	mkrumena	10/01/2012 08:54:07 AM
Contract Manager Approval	mkrumena	10/01/2012 08:54:11 AM
Budget Analyst Approval	dhumphre	10/04/2012 10:59:00 AM
BOE Agenda Approval	cwatson	10/17/2012 14:06:18 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: **CONV2008** Amendment Number: **7**

Agency Name: **WILDLIFE** Legal Entity Name: **System Consultants**

Agency Code: **702** Contractor Name: **System Consultants**

Appropriation Unit: **4461-12** Address: **185 North Maine Street**

Is budget authority available?: **Yes** City/State/Zip: **Fallon, Nv 89406-2902**

If "No" please explain: **Not Applicable** Contact/Phone: **null7754231345**

Vendor No.: **T80965873**

NV Business ID: **NV20101587444**

To what State Fiscal Year(s) will the contract be charged? **2004-2014**

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 % Game tag fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: 04-18

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2003**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/01/2012**

Contract term: **9 years and 244 days**

4. Type of contract: **Contract**

Contract description: **Professional Services**

5. Purpose of contract:

This is the seventh amendment to the original contract, which provides for administering and processing of Application Hunts (tag applications and awards) and Return Cards for the Nevada Department of Wildlife (NDOW) using the system created by this contractor and staff who work for this contractor. This amendment extends the termination date from December 1, 2012 to July 31, 2013 and increases the maximum amount from \$8,694,201.75 to \$9,774,555.75 so that hunting tag application and return card processing can continue and NDOW can continue to receive significant and vital revenues while the department finishes work on an RFP for this service for the period beginning August 1, 2013.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,663,750.00
2. Total amount of any previous contract amendments:	\$7,030,451.75
3. Amount of current contract amendment:	\$1,080,354.00
4. New maximum contract amount:	\$9,774,555.75
and/or the termination date of the original contract has changed to:	07/31/2013

II. JUSTIFICATION

7. What conditions require that this work be done?

Game tag applications and return cards (information from hunters associated with tags) must be processed or such fees cannot be collected, tags cannot be awarded, and return card information cannot be processed. NRS 502.175 mandates that the Department of Wildlife contract with a private entity. In addition, legislation and/or Wildlife Commission action may result in the need for program enhancements. An RFP is being prepared for this service for a new contract to take effect August 1, 2013.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NRS 502.175 mandates the Department contract with a private entity for the application hunt program administration and system maintenance.

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?

Solicitation waiver 110910A. Note that this contractor was the only vendor to submit a proposal in response to the last two FRPs.

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:

System and manual processing for tag applications and return cards, and development of NDOW's separate system for hunting and fishing licenses and other NDOW operating information. Performance: 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	mkrumena	10/09/2012 08:11:39 AM
Division Approval	mkrumena	10/09/2012 08:11:42 AM
Department Approval	mkrumena	10/09/2012 08:11:45 AM
Contract Manager Approval	mkrumena	10/09/2012 08:11:48 AM

Budget Analyst Approval
BOE Agenda Approval

cwatson
cwatson

10/16/2012 14:03:32 PM
10/16/2012 14:03:36 PM

From:

08/20/2012 09:45

#576 P.002/009



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:
110910A
Amendment 7

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 Wildlife
Primary Contact: Maureen Hullinger, Program Officer 3, Operations Division
4600 Kietzke Lane, D-135, Reno, Nevada 89502
775-688-1881
mhullinger@ndow.org

- b. Vendor contact information:

Systems Consultants
Primary Contact: Don Sefton
185 N. Maine St, Fallon, 89406
775-423-1345
dsefton@sci-nevada.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:

The administering and processing of Application Hunts and Return Cards for the Department of Wildlife (NDOW).

NDOW is requesting a contract extension of eight additional months in order to complete the RFP process. The Purchasing Division previously granted a professional services exemption for one year (contract to end December 1, 2012). NDOW requests an additional, vital extension of the contract for eight months to create a highly detailed RFP and allow adequate time for potential vendors to review it and ask questions and for NDOW to answer those questions and carefully choose a vendor through a competitive process involving the largest number of bidders possible.

From:

08/20/2012 09:46

#576 P.003/009

The RFP will be complex - more so than we originally realized. It must provide a very detailed description of every task the contractor must perform in processing hunting tag applications, assigning and printing tags, collecting and refunding fees, and obtaining and recording data regarding wildlife harvests from hunters. The contractor will be dealing with a very large set of computer programs which will need modification from time to time and will also have to provide a significant amount of human labor for processing and customer service. It is imperative that NDOW thoroughly describe the process and the computer systems so that a range of vendors not currently familiar with the procedures and the custom programs can bid. Although NDOW has made considerable progress in drafting the description and specifications (available upon request), additional time is needed.

Given the large dollar volume of the transactions being processed and the need for financial controls, the fiscal staff is heavily involved in this effort. While NDOW has put considerable effort into this project already, the time available has been reduced by the fiscal staff's having to create over 100 work programs because of the legislatively mandated budget split (creating new budget accounts to make NDOW's operations and spending more transparent). Of course, through the end of August the greatest portion of the fiscal staff's time must be devoted to creating the 2014-15 biennial budget for NDOW's thirteen separate budget accounts.

NDOW has calculated the need for an eight-month extension (rather than a shorter period) based on the application process timeline. August 1 would be a good date for a new vendor to step in, since it occurs after the second big game "draw" - the selection of hunters awarded tags to legally take animals. The number of tags is limited and winners are selected by a random, computerized process which, along with processing payments, is a critical element of the contract services. By contrast, while a three month extension to March 1 might be sufficient for the RFP process, such an extension would expire just at the beginning of the big game tag application process and license year and would force a new vendor to step in at exactly the wrong time - at the beginning of the largest sales volume period. This would be a very precarious period to change vendors if a new vendor is selected.

3. Describe the unique qualification required for the service or good to be purchased:

The last RFP was done in 2004. At that time because Systems Consultants (SCI) was again the only vendor to apply, the Budget Office suggested that NDOW create a contract with an option to renegotiate every two years until December 2013. The current vendor, Systems Consultants, was the only vendor to submit a proposal during the last two RFPs. Nevertheless, NDOW will continue working on the RFP and is determined to get as many qualified candidates as possible to respond.

Since the inception of the contract, the Application Hunt System has evolved significantly because of new legislation, Nevada Wildlife Board Commission policy, and the splitting up of NDOW's budget resulting in the addition of several new budget accounts as required by legislature in 2009 (effective for SFY 2012). Systems Consultants has been able to help NDOW meet these demands and help the agency as well as the Governor's office avoid political fallout associated with what essential is a politically sensitive process - the awarding and processing of hunting tags. While today SCI may not be the only vendor that could do this work - and the RFP process will allow us to find that out - they are a professional service organization with the qualifications and experience that uniquely fit the past and current demands placed on the Application Hunt System.

From:

08/20/2012 09:47

#576 P.004/009

- 4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

NDOW hopes that the RFP process will result in competitive bids, but needs more time to complete the RFP process and select a vendor. The one-year extension of the current contract through December 1, 2012 requires that the new contract be approved at the November BOE meeting, for which the deadline for submitting the contract to the Budget Office is October 9. The remaining six weeks from now until that date would not be enough time to finish the RFP, allow an adequate period for vendor review and questions, carefully evaluating bids and negotiating a contract.

- 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:

NDOW is requesting this extension to provide enough additional time to complete an RFP that will describe the processes and allow bidders to determine the amount of programming and level of support involved in making future upgrades. If this professional services waiver request were to be denied the current contract would expire December 2012. Given the political nature of and public interest in the tag application process and the resultant random awarding of tags, the over \$6.5 million dollars the system processes generates annually, the approximately \$14 million in federal revenues it helps generate, and the huge amount of tourism dollars that hunting brings to the State, interrupting or otherwise impeding the operation of the system would be both politically and fiscally disastrous not only for NDOW but to the State of Nevada.

- 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.

While NDOW intends to identify other vendors for these services, Systems Consultants was the only vendor to apply during the last two RFPs. We believe that an RFP containing a very detailed description of the processes and sufficient detail regarding the computer programs would allow more potential bidders to participate, and that is our goal.

- 7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

The terms of each of the amendments – and of the proposed current amendment – resulted from serious negotiations between NDOW and SCI. We would continue with similar terms.

- 8. What is the estimated value and length of the contract, amendment or request? *Eight months. Estimated value \$735,000.*

a. New contract Y N

b. Amendment Y N Amendment No. 7

{provide copy of previous waiver(s)}

From:

08/20/2012 09:47

#576 P.005/009

NDOW hereby requests approval for Systems Consultants
 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>Maureen C. Hallinger</i>	8/17/12
Agency Representative Initiating Request	Date
X <i>Robert A. Hyman</i>	17 August 2012
Agency Head Authorizing Request <i>(Divisional Administrator)</i>	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 <i>Humbula Sade</i>	8/28/12
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: **13831**

Agency Name: WILDLIFE	Legal Entity Name: Pisces Molecular LLC
Agency Code: 702	Contractor Name: Pisces Molecular LLC
Appropriation Unit: 4465-17	Address: 1600 Range St Ste 201
Is budget authority available?: Yes	City/State/Zip: Boulder, Co 80301-2723
If "No" please explain: Not Applicable	Contact/Phone: null303-546-9033
	Vendor No.: T27030933
	NV Business ID: N/A
To what State Fiscal Year(s) will the contract be charged?	2013-2014

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 %	<input checked="" type="checkbox"/> Fees	25.00 % License
<input checked="" type="checkbox"/> Federal Funds	75.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %
Agency Reference #:	13-10		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2012**
Anticipated BOE meeting date 11/2012

Retroactive? **Yes**
If "Yes", please explain

This testing had been conducted by the Bureau of Reclamation (BOR). Preliminary BOR test results were positive for quagga in certain bodies of water in Nevada. However, BOR has changed their testing methods. Therefore it is important that follow-up testing be done using standard methods to verify the presence of quagga. The dangers aquatic invasive species pose are well known, and testing had to continue uninterrupted. Also, NDOW withdrew the contract from the October BOE agenda for correction.

3. Termination Date: **12/31/2013**
Contract term: **1 year and 152 days**

4. Type of contract: **Contract**
Contract description: **Quagga testing**

5. Purpose of contract:
This is a new contract to provide laboratory testing of water samples from Nevada's lakes, streams and reservoirs to detect and monitor aquatic invasive species, using Polymerase Chain Reaction assay. Aquatic invasive species pose very significant threats to Nevada's water resources. The department will order tests under this contract on an as needed basis.

6. NEW CONTRACT
The maximum amount of the contract for the term of the contract is: **\$20,000.00**
Payment for services will be made at the rate of \$200.00 per sample

II. JUSTIFICATION

7. What conditions require that this work be done?
Combating aquatic invasive species is one of NDOWs most important tasks. Water testing under this contract is essential to that effort. The dangers posed by aquatic invasive species are well known. Quagga and zebra mussels filter water, straining zooplankton and phytoplankton which form the base of the food chain in lakes and ponds, reducing sustenance for sport and native fish species. Mussel waste products increase the occurrence of toxic blue-green algae blooms.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Employees of the State of Nevada do not have the required analytical instruments or 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?

Lowest price per sample and extensive experience working with other western states by providing Polymerase Chain Reaction assay for quagga & zebra mussels.

d. Last bid date: 07/31/2012 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 as a:

LLC

Under NRS Chapter 86 (which includes registration and annual filing by LLCs), Pisces Molecular, a foreign LLC, does not transact business in Nevada. Receiving orders outside Nevada in response to advertising, accepting the orders outside Nevada and filling them by shipping goods into Nevada does not constitute transacting business here (NRS 86.5483). NDOW sends samples to Pisces by common carrier; Pisces emails back reports. Pisces has no people, offices or property in Nevada.

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.

Pisces Molecular LLC is not subject to the business license requirements of NRS Chapter 76 because it does not meet any of the criteria to be considered as doing business in Nevada set forth in NRS 76.100(6). Pisces is a foreign LLC with no operations in Nevada. It has no lab, offices, people or operations in Nevada. NDOW sends water samples to Pisces by common carrier, and Pisces emails back reports.

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.

Under NRS Chapter 86 (which includes registration and annual filing by LLCs), Pisces Molecular, a foreign LLC, does not transact business in Nevada. Receiving orders outside Nevada in response to advertising, accepting the orders outside Nevada and filling them by shipping goods into Nevada does not constitute transacting business here (NRS 86.5483). NDOW sends samples to Pisces by common carrier; Pisces emails back reports. Pisces has no people, offices or property in Nevada.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval	mkrumena	10/01/2012 12:30:27 PM
Division Approval	mkrumena	10/01/2012 12:30:30 PM
Department Approval	mkrumena	10/01/2012 12:30:33 PM
Contract Manager Approval	mkrumena	10/01/2012 12:30:36 PM
Budget Analyst Approval	dhumphre	10/04/2012 11:03:24 AM
BOE Agenda Approval	cwatson	10/17/2012 14:08:01 PM
BOE Final Approval	Pending	



NEVADA DEPARTMENT OF WILDLIFE

1100 Valley Road • Reno, Nevada 89512
(775) 688-1500 Fax (775) 688-1595

RETROACTIVE BOE CONTRACT APPROVAL REQUEST

Date: October 1, 2012
To: Dennis Humphrey – Budget Division
From: Michael Krumenaker - Contracts Manager 
Subject: Pisces Molecular LLC

Please approve the retroactive start date of August 1, 2012 for the Pisces Molecular LLC (Pisces) contract for testing water samples for the early detection and monitoring of quagga and zebra mussels and other aquatic invasive species. This testing had been conducted by the Bureau of Reclamation (BOR). Preliminary BOR test results were positive for quagga in certain bodies of water in Nevada. However, BOR has changed their testing methodology. Therefore it is important that follow up testing be done using standard methodologies to verify the presence of quagga. It is essential that the testing continue as needed, hence the request for a retroactive start date.

In addition, the contract was scheduled for the October Board of Examiners meeting but had to be pulled so that it could be revised to fix an error regarding the cost.

Combating aquatic invasive species is one of NDOW's most important tasks. Water testing under this contract is essential to that effort. The dangers posed by aquatic invasive species are well known. Quagga and zebra mussels filter water, straining zooplankton and phytoplankton which form the base of the food chain in lakes and ponds, reducing sustenance for sport and native fish species. Mussel waste products increase the occurrence of toxic blue-green algae blooms.

Thank you for your assistance in this matter. If you have any questions please call me at (775) 688-1581.

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: 11941	Amendment Number: 2
Agency Name: PARKS DIVISION	Legal Entity Name: William Michael Urrutia
Agency Code: 704	Contractor Name: William Michael Urrutia
Appropriation Unit: 4162-00	Address: dba Urrutia Ranch, Mike Urruti
Is budget authority available?: Yes	City/State/Zip: Friant, CA 93626
If "No" please explain: Not Applicable	Contact/Phone: null559-281-6676
	Vendor No.:
	NV Business ID: NV20101836083

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

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 % Revenue Contract

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/12/2011**
 Anticipated BOE meeting date **11/2012**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2012**
 Contract term: **2 years and 264 days**

4. Type of contract: **Revenue Contract**
 Contract description: **Grazing of cattle**

5. Purpose of contract:
This is the second amendment to the original revenue contract, which provides leased rights for continued grazing of up to 1,400 Animal Units Months on 1570 acres of designated pasture known as the North Ghigial Ranch in Lyon County. This amendment extends the termination date from December 31, 2012 to December 31, 2013 and increases the maximum amount from \$56,350 to \$84,525 due to the extended period.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$28,175.00
2. Total amount of any previous contract amendments:	\$28,175.00
3. Amount of current contract amendment:	\$28,175.00
4. New maximum contract amount:	\$84,525.00
and/or the termination date of the original contract has changed to:	12/31/2013

II. JUSTIFICATION

7. What conditions require that this work be done?
Noxious weeds need to be removed from the property. Grazing cattle on the property is an environmentally friendly means of getting rid of the weeds.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
N/A

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?

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:

2009 - present - State Parks. 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 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	sdecrona	10/09/2012 09:40:13 AM
Division Approval	sdecrona	10/09/2012 09:40:18 AM
Department Approval	sdecrona	10/09/2012 09:45:42 AM
Contract Manager Approval	sdecrona	10/09/2012 11:18:27 AM
Budget Analyst Approval	jrodrig9	10/13/2012 18:05:52 PM
BOE Agenda Approval	cwatson	10/17/2012 14:11:21 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: **13820**

Agency Name: **ENVIRONMENTAL PROTECTION**
Agency Code: **709**
Appropriation Unit: **3193-06**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **RHITHRON ASSOCIATES INC**
Contractor Name: **RHITHRON ASSOCIATES INC**
Address: **33 FORT MISSOULA RD**
City/State/Zip: **MISSOULA, MT 59804-7203**
Contact/Phone: **null406/721-1977**
Vendor No.: **T29016979**
NV Business ID: **NV20101274370**

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **DEP 13-008**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **11/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **3 years and 242 days**

4. Type of contract: **Contract**

Contract description: **Periphyton Samples**

5. Purpose of contract:

This is a new contract to provide for the identification and enumeration of benthic macroinvertebrate and periphyton samples to assess the ecological integrity of Nevada's rivers and streams.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$62,320.00**

Other basis for payment: Billing will be submitted quarterly, based on work completed.

II. JUSTIFICATION

7. What conditions require that this work be done?

The federal Clean Water Act (section 106) and State regulations require Nevada Division of Environmental Protection to periodically evaluate the health of Nevada's waters, and review associated water quality standards. This contract is needed in our near future efforts to evaluate physical and biological health the States waters and the review of the State surface water quality.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Analytical work requires a laboratory, taxonomy expertise and turnaround time that is not available within 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?

Contract is <\$25,000.00 per year. Rhithron Associates, Inc., EcoAnalyst, Inc. and Watershed Assessment Associates, LLC were the only entities to respond to the request for quote. Rhithron Associates, Inc. submitted the lowest price.

d. Last bid date: 03/19/2012 Anticipated re-bid date: 01/18/2016

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:

2002 to Present, Nevada Division of Environmental Protection, 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	randrews	09/21/2012 14:28:28 PM
Division Approval	ksertic	10/02/2012 16:48:44 PM
Department Approval	ksertic	10/02/2012 16:49:05 PM
Contract Manager Approval	sneudaue	10/09/2012 13:58:12 PM
Budget Analyst Approval	jrodrig9	10/13/2012 18:35:28 PM
BOE Agenda Approval	cwatson	10/16/2012 14:26:23 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: **13821**

Agency Name: ENVIRONMENTAL PROTECTION Agency Code: 709 Appropriation Unit: 3193-06 Is budget authority available?: Yes If "No" please explain: Not Applicable	Legal Entity Name: Watershed Assessment Associates, LLC Contractor Name: Watershed Assessment Associates, LLC Address: 28 Yates Street City/State/Zip: Schenectady, NY 12305 Contact/Phone: JI Kelly Nolan 518-346-0225 Vendor No.: NV Business ID: NV20121502845
---	--

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: DEP 13-009

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **3 years and 242 days**

4. Type of contract: **Contract**

Contract description: **Macroninvertebrate**

5. Purpose of contract:

This is a new contract to provide for the identification and enumeration of benthic macroinvertebrate and periphyton samples to assess the ecological integrity of Nevada's rivers and streams.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$43,117.00**

Other basis for payment: Billing will be submitted quarterly, based on work completed.

II. JUSTIFICATION

7. What conditions require that this work be done?

The federal Clean Water Act (section 106) and State regulations require Nevada Division of Environmental Protection to periodically evaluate the health of Nevada's waters, and review associated water quality standards. This contract is needed in our near future efforts to evaluate physical and biological health the States waters and the review of the State surface water quality.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Analytical work requires a laboratory, taxonomy expertise and turnaround time that is not available within 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?

Contract is <\$25,000.00 per year. EcoAnalyst, Inc. and Watershed Assessment Associates, LLC were the only entities to respond to the request for quote. Watershed Assessment Associates, LLC submitted the lowest price.

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	randrews	09/21/2012 14:29:07 PM
Division Approval	ksertic	10/02/2012 16:50:26 PM
Department Approval	ksertic	10/02/2012 16:50:33 PM
Contract Manager Approval	sneudaue	10/09/2012 13:59:31 PM
Budget Analyst Approval	jrodrig9	10/13/2012 18:37:11 PM
BOE Agenda Approval	cwatson	10/16/2012 14:26:58 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: 10906	Amendment Number: 1
Agency Name: INDUSTRIAL RELATIONS DIV	Legal Entity Name: KPS 3 INC
Agency Code: 742	Contractor Name: KPS 3 INC
Appropriation Unit: 4685-15	Address: 65 REGENCY WAY
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89509
If "No" please explain: Not Applicable	Contact/Phone: MIKE MCDOWELL 775/686-7415
	Vendor No.: PUR0004720
	NV Business ID: NV19941094961

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 **11/30/2009**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **3 years and 212 days**

4. Type of contract: **Contract**

Contract description: **Create a program**

5. Purpose of contract:

This is the first amendment to the original contract, which creates and implements a statewide multimedia workplace safety and health educational and informational program and tracks the efforts and success of the plan. This amendment revises the contract scope to add the Nevada Division of Insurance to the existing contract to redesign the Nevada Division of Insurance websites (rates.doi.nv.gov and doi.nv.gov) by combining them into one new website which will be hosted at doi.nv.gov. This amendment increases the maximum amount from \$475,000 to \$530,550. The amendment amount for the Division of Insurance will not exceed \$55,550.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$475,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$55,550.00
4. New maximum contract amount:	\$530,550.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The Affordable Care Act requires Nevada to post health insurance rate change applications and to accept comment on those applications, thereby effectively allowing consumers to participate in the process. Last year, the Nevada Division of Insurance created the website, rates.doi.nv.gov, to do this. However, it is a separate website from the Division of Insurance's main site, because of this and other technical limitations it has proven ineffective. The Division of Insurance needs to upgrade its rate review website, and integrate it with its main site doi.nv.gov adding an education component. Doing this will also comply with the ACA requirement that the Nevada Division of Insurance educate consumers about the rate review process and their participation in it.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency has neither FTE's nor the trained staff to do this work

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?

Quality of proposal. Overall value of services to be received for the contract price.

d. Last bid date: 07/01/2009 Anticipated re-bid date: 04/10/2013

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:

Contractor has been working with the Division of Industrial Relations for 10+ years and services 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	dburn4	10/05/2012 11:36:15 AM
Division Approval	dburn4	10/05/2012 11:36:19 AM
Department Approval	dburn4	10/05/2012 11:36:26 AM
Contract Manager Approval	pverma	10/05/2012 11:39:07 AM
DoIT Approval	bbohm	10/09/2012 14:07:40 PM
Budget Analyst Approval	sbarkdul	10/09/2012 15:05:20 PM
BOE Agenda Approval	nhovden	10/16/2012 15:46:04 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: **13835**

Agency Name: **REAL ESTATE DIVISION**
 Agency Code: **748**
 Appropriation Unit: **3820-04**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **702 Productions**
 Contractor Name: **702 Productions**
 Address: **7145 Regena Ave**
 City/State/Zip: **Las Vegas, NV 89130**
 Contact/Phone: **Robert Gatti 702-656-7509**
 Vendor No.:
 NV Business ID: **NV20041632371**

To what State Fiscal Year(s) will the contract be charged? **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	100.00 %	Per-unit fee from all homeowners' associations supports office
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: **11/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **241 days**

4. Type of contract: **Contract**

Contract description: **Videographer**

5. Purpose of contract:

This is a new contract to hire a videographer to assist the common interest community ombudsman in recording a series of educational videos to be posted on the internet for use by homeowner's association boards. The videographer will provide all equipment and technological expertise; the ombudsman will provide content and take full ownership of the finished product.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,550.00**

Payment for services will be made at the rate of \$7,850.00 per Installment

Other basis for payment: Payment broken into 3 equal installments based upon completion of milestones.

II. JUSTIFICATION

7. What conditions require that this work be done?

The office's stated mission is to assist homeowners' association residents in understanding their rights and responsibilities. The services in this contract are required to help the office reach a greater audience than has been possible through current means. The Internet is a powerful and cost effective tool to reach a large audience and the Ombudsman has very modest offerings on its Web site. This contract will help the office expand its education programs online.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

While the material to be presented through this program is within the expertise of the office, the means of delivery is not. The contractor will provide the technological expertise to help the Ombudsman bring its message online in an effective way.

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?

The winning bidder was the only one to complete the application process. The bidder was evaluated by a committee, which determined that the vendor was qualified to perform the work specified in the request for qualifications.

d. Last bid date: 06/17/2012 Anticipated re-bid date: 07/01/2013

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 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	vleigh	10/09/2012 12:43:32 PM
Division Approval	vleigh	10/09/2012 12:43:35 PM
Department Approval	vleigh	10/09/2012 12:43:39 PM
Contract Manager Approval	vleigh	10/09/2012 12:43:42 PM
Budget Analyst Approval	sbarkdul	10/10/2012 05:08:40 AM
BOE Agenda Approval	nhovden	10/16/2012 15:12:54 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: **13811**

Agency Name: REAL ESTATE DIVISION	Legal Entity Name: PSI Services LLC
Agency Code: 748	Contractor Name: PSI Services LLC
Appropriation Unit: 3823-10	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: Tadas Dabsys 818-847-6180
	Vendor No.: T81107436
	NV Business ID: NV20061738290
To what State Fiscal Year(s) will the contract be charged?	2013-2017

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.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Examination fees

Agency Reference #: **RFP #1989**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2013**

Anticipated BOE meeting date **11/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Professional Exam Sv**

5. Purpose of contract:

This is a new contract to provide the development and administration of professional real estate license exams.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,320,000.00**

Payment for services will be made at the rate of \$55.00 per Examination

Other basis for payment: Contractor will collect and hand over to the state \$100 per exam registration, and will invoice the state \$55 per exam registration on a monthly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

Statute requires the administration of an examination for licensure.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The volume of examinations administered, the number of different examinations, the availability of examinations, the complexity and specialized knowledge of testing psychometrics, and the need for computer-based testing and banks of items require a professional testing service to administer the examinations for Real Estate Division programs.

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?

Pursuant to RFP #1989, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 07/05/2012 Anticipated re-bid date: 07/05/2015

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?

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	vleigh	09/19/2012 14:24:36 PM
Division Approval	vleigh	09/19/2012 14:26:26 PM
Department Approval	dburn4	09/20/2012 08:33:42 AM
Contract Manager Approval	vleigh	09/20/2012 10:53:20 AM
Budget Analyst Approval	sbarkdul	09/25/2012 07:25:35 AM
BOE Agenda Approval	nhovden	10/02/2012 08:59:13 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: 13556	Amendment Number: 1
Agency Name: DEPT OF MOTOR VEHICLES	Legal Entity Name: BEASLEY BROADCASTING OF NEVADA
Agency Code: 810	Contractor Name: BEASLEY BROADCASTING OF NEVADA
Appropriation Unit: 4741-40	Address: LLC/KCYE-FM KKLZ-FM 1455 E TROPICANA AVE STE 800
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89119-8326
If "No" please explain: Not Applicable	Contact/Phone: null702/730-0300
	Vendor No.: PUR0001285
	NV Business ID: NV19971018601

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	100.00 % Off-Highway Vehicles and Emissions
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 **06/13/2012**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2013**

Termination Date:

Contract term: **1 year and 17 days**4. Type of contract: **Contract**Contract description: **Media Contract**

5. Purpose of contract:

This is the first amendment to the original contract, which provides for the delivery of information to our DMV customers that will assist them in the titling and registering of Off-Highway Vehciles (OHV) as required by NRS 490. This amendment increases the maximum amount from \$7,500 to \$15,000 to include the advertising of the department's Smoking Vehicle Hotline Campaign for the purpose of informing our customers how to report smoking vehicles that are polluting the environment.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$7,500.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$7,500.00
4. New maximum contract amount:	\$15,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 490 was passed in the 2011 Legislative Session requiring the public to title and register off-highway vehicles. The Central Services Division's budget account was funded to educate the public on the requirements and processes mandated by NRS 490.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees 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?

This contract is one of a number of contractors chosen that offered an advertising schedule with cost-effective audience reach and message frequency. This contractor is one piece in an annual public education campaign supported by other contractors. The Department is contracting with every response.

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:

Previously contracted with DMV during FY09 and FY10. 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	csthil	09/13/2012 15:56:21 PM
Division Approval	csthil	09/13/2012 15:56:24 PM
Department Approval	dcook	09/14/2012 11:06:15 AM
Contract Manager Approval	hazevedo	09/18/2012 13:59:50 PM
Budget Analyst Approval	cwatson	10/18/2012 11:39:11 AM
BOE Agenda Approval	cwatson	10/18/2012 11:39:15 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: 13581	Amendment Number: 1
Agency Name: DEPT OF MOTOR VEHICLES	Legal Entity Name: CBS RADIO
Agency Code: 810	Contractor Name: CBS RADIO
Appropriation Unit: 4741-40	Address: KMXB
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89146
If "No" please explain: Not Applicable	Contact/Phone: null702/889-5100
	Vendor No.: T29013042A
	NV Business ID: NV19961105919

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	100.00 % Off-Highway Vehicles and Emissions
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 **06/27/2012**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **1 year and 3 days**

4. Type of contract: **Contract**

Contract description: **Media Contract**

5. Purpose of contract:

This is the first amendment to the original contract, which provides for the delivery of information to our DMV customers that will assist them in the titling and registering Off-Highway Vehicles (OHV) as required by NRS 490. This amendment increases the maximum amount from \$7,500 to \$15,000 to include the advertising of the department's Smoking Vehicle Hotline Campaign for the purpose of informing our customers how to report smoking vehicles that are polluting the environment.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$7,500.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$7,500.00
4. New maximum contract amount:	\$15,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

In the 2011 Legislative Session both the Pollution Control Budget and the Off-Highway Vehicle Program were provided funding for the purpose of educating the public on the DMV related information.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees 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):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contract is one of a number of contractors chosen that offered an advertising schedule with cost-effective audience reach and message frequency. This contractor is one piece in an annual public education campaign supported by other contractors. The Department is contracting with every response.

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:

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: 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	akeillor	09/27/2012 13:21:28 PM
Division Approval	akeillor	09/27/2012 13:21:31 PM
Department Approval	dcook	09/27/2012 15:36:59 PM
Contract Manager Approval	hazevedo	09/27/2012 16:19:38 PM
Budget Analyst Approval	cwatson	10/18/2012 11:41:56 AM
BOE Agenda Approval	cwatson	10/18/2012 11:42:00 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: **13587** Amendment Number: **1**

Agency Name: **DEPT OF MOTOR VEHICLES** Legal Entity Name: **LOTUS BROADCASTING CORPORATION**

Agency Code: **810** Contractor Name: **LOTUS BROADCASTING CORPORATION**

Appropriation Unit: **4741-40** Address: **KOMP, KXPT, KENO, KBAD, KWID
8755 W FLAMINGO RD**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89147**

If "No" please explain: **Not Applicable** Contact/Phone: **null702/876-1460**

Vendor No.: **PUR0004745**

NV Business ID: **NV19651000748**

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	100.00 % Off-Highway Vehicles and Emissions
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 **06/21/2012**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2013**

Termination Date:

Contract term: **1 year and 9 days**4. Type of contract: **Contract**Contract description: **Media Contract**

5. Purpose of contract:

This is the first amendment to the original contract, which provides for the delivery of information to our DMV customers that will assist them in the titling and registering Off-Highway Vehicles (OHV) as required by NRS 490. This amendment increases the maximum amount from \$7,500 to \$15,015 to include the advertising of the department's Smoking Vehicle Hotline Campaign for the purpose of informing our customers how to report smoking vehicles that are polluting the environment.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$7,500.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$7,515.00
4. New maximum contract amount:	\$15,015.00

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 490 was passed in the 2011 Legislative Session requiring the public to title and register off-highway vehicles. The Central Services Division's budget account was funded to educate the public on the requirements and processes mandated by NRS 490.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees 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?

This contract is one of a number of contractors chosen that offered an advertising schedule with cost-effective audience reach and message frequency. This contractor is one piece in an annual public education campaign supported by other contractors. The Department is contracting with every response.

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:

Previously contracted with DMV in FY2010. Service 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	csthil	09/14/2012 11:18:19 AM
Division Approval	csthil	09/14/2012 11:18:22 AM
Department Approval	dcook	09/14/2012 11:21:16 AM
Contract Manager Approval	hazevedo	09/18/2012 14:00:26 PM
Budget Analyst Approval	cwatson	10/18/2012 11:40:12 AM
BOE Agenda Approval	cwatson	10/18/2012 11:40:17 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: 13694	Amendment Number: 1
Agency Name: DEPT OF MOTOR VEHICLES	Legal Entity Name: LOTUS RADIO CORP DBA
Agency Code: 810	Contractor Name: LOTUS RADIO CORP DBA
Appropriation Unit: 4741-40	Address: KOZZ KDOT KUUB KPLY KHIT 2900 SUTRO ST
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89512-1616
If "No" please explain: Not Applicable	Contact/Phone: null775/329-9261
	Vendor No.: PUR0004823
	NV Business ID: NV19671000464

To what State Fiscal Year(s) will the contract be charged? **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	100.00 % Off-Highway Vehicles and Emissions
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 **07/24/2012**
 Anticipated BOE meeting date 11/2012
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**
 Contract term: **341 days**

4. Type of contract: **Contract**
 Contract description: **Media Contract**

5. Purpose of contract:
This is the first amendment to the original contract, which provides for the delivery of information to our DMV customers that will assist them in the titling and registering Off-Highway Vehicles (OHV) as required by NRS 490. This amendment increases the maximum amount from \$7,500 to \$15,000 to include the advertising of the department's Smoking Vehicle Hotline Campaign for the purpose of informing our customers how to report smoking vehicles that are polluting the environment.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$7,500.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$7,500.00
4. New maximum contract amount:	\$15,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?
NRS 490 was passed in the 2011 Legislative Session requiring the public to title and register off-highway vehicles. The Central Services Division's budget account was funded to educate the public on the requirements and processes mandated by NRS 490.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
There are no State employees 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):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contract is one of a number of contractors chosen that offered an advertising schedule with cost-effective audience reach and message frequency. This contractor is one piece in an annual public education campaign supported by other contractors. The Department is contracting with every response.

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:

Previously contracted with the DMV in FY10. Service 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	csthil	09/13/2012 15:55:55 PM
Division Approval	csthil	09/13/2012 15:55:59 PM
Department Approval	dcook	09/14/2012 11:07:02 AM
Contract Manager Approval	hazevedo	09/18/2012 14:00:11 PM
Budget Analyst Approval	cwatson	10/18/2012 11:31:04 AM
BOE Agenda Approval	cwatson	10/18/2012 11:31:12 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: **13819**

Agency Name: **DEPT OF MOTOR VEHICLES**
Agency Code: **810**
Appropriation Unit: **4744-18**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **JOURNAL BROADCAST GROUP DBA**
Contractor Name: **JOURNAL BROADCAST GROUP DBA**
Address: **KTNV TV 13**
3355 S VALLEY VIEW BLVD
City/State/Zip: **LAS VEGAS, NV 89102**
Contact/Phone: null702/257-8332
Vendor No.: T27015915
NV Business ID: NV19801004982

To what State Fiscal Year(s) will the contract be charged? **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 %
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 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **241 days**

4. Type of contract: **Contract**

Contract description: **Media Contract**

5. Purpose of contract:

This is a new contract for the purpose of delivering information to our DMV customers that will allow them options other than standing in line.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,005.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Director's Office budget account was funded for the Public Education Campaign in the 2011 Legislative Session to educate the public on DMV related information.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees 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?

This contract is one of a number of contractors chosen that offered an advertising schedule with cost-effective audience reach and message frequency. This contractor is one piece in an annual public education campaign supported by other contractors. The Department is contracting with every response.

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:

Previously contracted with DMV in FY08, FY09, FY10 and FY12.

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	csthil	09/13/2012 15:50:42 PM
Division Approval	csthil	09/13/2012 15:50:45 PM
Department Approval	dcook	09/14/2012 11:07:50 AM
Contract Manager Approval	hazevedo	09/18/2012 14:00:39 PM
Budget Analyst Approval	cwatson	10/16/2012 14:04:56 PM
BOE Agenda Approval	cwatson	10/16/2012 14:05:00 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: 35
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.: Cecilia Clouse 5626267365
	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 11/2012

Retroactive? **Yes**

If "Yes", please explain

This amendment is the result of a settlement claim brought by the Contractor for equitable adjustments. This settlement has been agreed upon and signed by the Navy on September 28, 2012. Amendments to this revenue contract are effective upon endorsement by the Navy contracting officer. Therefore, submission of contract amendments for approval by the Board of Examiners will continuously necessitate retroactive amendments.

3. Previously Approved Termination Date: **03/31/2013**
 Contract term: **4 years and 182 days**

4. Type of contract: **Revenue Contract**
 Contract description: **Food Preparation & Serving Equipment**

5. Purpose of contract:
This is the thirty-fifth amendment to the original contract, which provides full food service at the Naval Air Station in Fallon, Nevada. This amendment increases the maximum amount from \$2,457,966.47 to \$3,344,616.47 in order to settle claims brought by the contractor for equitable adjustments under the contract.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$836,400.00
2. Total amount of any previous contract amendments:	\$2,457,966.47
3. Amount of current contract amendment:	\$50,250.00
4. New maximum contract amount:	\$3,344,616.47

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 the 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	10/16/2012 13:01:42 PM
Division Approval	tnash	10/16/2012 14:27:15 PM
Department Approval	tnash	10/16/2012 14:27:19 PM
Contract Manager Approval	tnash	10/17/2012 14:02:56 PM
Budget Analyst Approval	knielsen	10/18/2012 07:38:33 AM
BOE Agenda Approval	sbrown	10/20/2012 09:25:04 AM

BRIAN SANDOVAL
GOVERNOR



FRANK R. WOODBECK
DIRECTOR

OFFICE OF THE DIRECTOR

MEMORANDUM

DATE: October 16, 2012

TO: Jeff Mohlenkamp, Clerk
Board of Examiners

FROM: Frank R. Woodbeck, Director 

SUBJECT: RETROACTIVE REVENUE CONTRACT – Amendment #35
Fleet & Industrial Supply Center – San Diego Code 200

On behalf of the Rehabilitation Division of the Department of Employment, Training and Rehabilitation, I respectfully request approval of the attached revenue contract amendment #35 with Fleet & Industrial Supply Center – San Diego Code 200, retroactive to September 28, 2012.

This amendment is to settle claims brought by Contractor for equitable adjustments under the contract. As a result of this modification, the total funded amount for this amendment increases the contract total by \$50,250.00 from \$3,294,366.47 to \$3,344,616.47.

Amendments to this revenue contract are effective upon endorsement by the Navy contracting officer. Therefore, submission of contract amendments for approval by the Board of Examiners will continuously necessitate retroactive amendments.

Thank you for considering this request.

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: **13534** Amendment Number: **1**

Agency Name: **EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **COMMUNITY SERVICES AGENCY OF**

Agency Code: **902** Contractor Name: **COMMUNITY SERVICES AGENCY OF**

Appropriation Unit: **4770-12** Address: **WASHOE COUNTY/CACFP**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89510**

If "No" please explain: Not Applicable Contact/Phone: **Cloyd Phillips 702/786-6023**

Vendor No.: **T11677300**

NV Business ID: **88-0095799**

To what State Fiscal Year(s) will the contract be charged? **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 % Career Enhancement Program

Agency Reference #: **FY13-CEP-CSA**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/13/2012**Anticipated BOE meeting date **11/2012**Retrospective? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2013**Contract term: **352 days**4. Type of contract: **Interlocal Agreement**Contract description: **Jobs for Graduates**

5. Purpose of contract:

This is the first amendment to the original contract, which provides training to improve the outcomes of public education, improve work opportunities, and increase college enrollment and completion rates for high-risk youth populations. This amendment increases the maximum contract amount from \$450,000 to \$598,749 based on adjusted salary, management, travel, and indirect costs.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$450,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$148,749.00
4. New maximum contract amount:	\$598,749.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The State has committed to providing training for high-risk youth to improve outcomes for public education and improve work opportunities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Jobs for America's Graduates model requires that the state contract with a qualified non-profit organization to administer this program in the state of Nevada.

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?

Purchasing granted exemption of a formal solicitation per NRS 333.300(3). Quality of proposal; scored the highest of the three vendors that were solicited and submitted proposals.

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:
 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	tmyler	10/04/2012 09:24:39 AM
Division Approval	tnash	10/04/2012 09:37:50 AM
Department Approval	tnash	10/19/2012 11:33:27 AM
Contract Manager Approval	tnash	10/19/2012 11:33:30 AM
Budget Analyst Approval	knielsen	10/25/2012 10:48:24 AM
BOE Agenda Approval	sbrown	10/25/2012 13:15:12 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: 12260	Amendment Number: 3
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: null702/638-8750
	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 11/2012

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 third amendment to the original interlocal agreement, which provides ongoing employment and training services to adults in southern Nevada. This amendment increases the maximum amount from \$6,230,641 to \$7,230,641 to transfer funds from the Dislocated Workers Program to the Adult Workers Program. This transfer is allowable pursuant to State Compliance Policy 3.8 and the Code of Federal Regulations 667.140(b) and 661.358.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$5,182,567.00
2. Total amount of any previous contract amendments:	\$1,048,074.00
3. Amount of current contract amendment:	\$1,000,000.00
4. New maximum contract amount:	\$7,230,641.00

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 of 1998.

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 - Interlocal contract
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	09/05/2012 11:25:07 AM
Division Approval	rolso1	09/05/2012 11:47:13 AM
Department Approval	tnash	09/05/2012 15:22:33 PM
Contract Manager Approval	tnash	09/18/2012 12:27:48 PM
Budget Analyst Approval	knielsen	10/24/2012 08:09:05 AM
BOE Agenda Approval	sbrown	10/25/2012 13:12:20 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: 12261	Amendment Number: 3
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: null702/638-8750
	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 11/2012

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 third amendment to the original interlocal agreement, which provides ongoing employment and training services to dislocated workers in southern Nevada. This amendment decreases the maximum amount from \$6,209,227 to \$5,209,227 to transfer funds from the Dislocated Workers Program to the Adult Workers Program. This transfer is allowable pursuant to State Compliance Policy 3.8 and Code of Federal Regulations 667.140 (b) and 661.358.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$5,943,200.00
2. Total amount of any previous contract amendments:	\$266,027.00
3. Amount of current contract amendment:	-\$1,000,000.00
4. New maximum contract amount:	\$5,209,227.00

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 - Interlocal contract
 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	09/05/2012 11:26:08 AM
Division Approval	rolso1	09/05/2012 11:48:36 AM
Department Approval	tnash	09/05/2012 15:24:07 PM
Contract Manager Approval	tnash	09/18/2012 12:29:16 PM
Budget Analyst Approval	knielsen	10/24/2012 08:07:03 AM
BOE Agenda Approval	sbrown	10/25/2012 13:11:17 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: **11512** Amendment Number: **4**

Agency Name: **EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **PRESTON BASS INTERPRETING**

Agency Code: **902** Contractor Name: **PRESTON BASS INTERPRETING SERVICES LLC**

Appropriation Unit: **All Appropriations** Address: **PO BOX 370162**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89137-0162**

If "No" please explain: **Not Applicable** Contact/Phone: **CAROLINE PRESTON BASS 702/228-5181**

Vendor No.: **T27008077**

NV Business ID: **NV20041135569**

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 %	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 #: 1584-12-DETR

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/03/2010**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **08/31/2014**

Contract term: **3 years and 363 days**

4. Type of contract: **Contract**

Contract description: **Interpreter**

5. Purpose of contract:

This is the fourth amendment to the original contract which provides for American Sign Language interpreting services for the clients, employees, board members, or council members who are deaf or hearing impaired or unable to understand the spoken language during meetings, conferences, or hearings. This amendment increases the contract amount from, \$29,000 to \$44,000 due to increased need for services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$8,500.00
2. Total amount of any previous contract amendments:	\$20,500.00
3. Amount of current contract amendment:	\$15,000.00
4. New maximum contract amount:	\$44,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?
Interpreting services are necessary to meet the requirements of the Americans with Disabilities Act.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
DETR staff is not qualified to provide 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?
Vendor Pool

d. Last bid date: 07/01/2010 Anticipated re-bid date: 05/01/2014

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:

Preston Bass Interpreting is currently under contract and providing satisfactory service to the Department of Employment, Training and Rehabilitation.

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	09/27/2012 13:35:14 PM
Division Approval	tnash	09/27/2012 13:42:44 PM
Department Approval	tnash	09/27/2012 13:42:47 PM
Contract Manager Approval	tnash	09/27/2012 13:44:11 PM
Budget Analyst Approval	knielsen	09/28/2012 18:38:36 PM
BOE Agenda Approval	sbrown	10/02/2012 12:58:33 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: **13817**Agency Name: **VICTIMS OF CRIME**Agency Code: **931**Appropriation Unit: **4895-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Cost Containment Strategies, Inc.

Contractor Name: **Cost Containment Strategies, Inc.**Address: **7150 Pollock Drive Ste 104**City/State/Zip: **Las Vegas, NV 89119**

Contact/Phone: Bary Siskind 949-933-9336

Vendor No.:

NV Business ID: NV19921037032

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % court & inmate wage assessments, restitution, bail bond forfeitures, etc.

Agency Reference #: RFP #1993

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2013**

Anticipated BOE meeting date 12/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2016**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Med Review & Claims**

5. Purpose of contract:

This is a new contract to provide medical billing review and claims management services for individuals who are victims of violent crimes.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: \$95,000 per month. Additional costs of 3% per annum cost of living adjustment.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Victims of Crime Program (VOCP) is authorized by NRS 217.010 to provide assistance with medical expenses to individuals who are victims of violent crime within the State of Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency does not have the expertise or the resources to perform 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?

Pursuant to RFP #1993, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independantly appointed evaluation committee.

d. Last bid date: 07/01/2012 Anticipated re-bid date: 07/01/2016

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:

Current vendor.

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	jdagdaga	09/10/2012 11:06:46 AM
Division Approval	bnix0	09/25/2012 12:02:23 PM
Department Approval	jdagdaga	09/25/2012 13:06:31 PM
Contract Manager Approval	rsalazar	09/25/2012 13:40:57 PM
Budget Analyst Approval	csawaya	10/08/2012 15:08:47 PM
BOE Agenda Approval	sbrown	10/16/2012 15:55:53 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: **13847**

Agency Name: SILVER STATE HEALTH INSURANCE EXCHANGE	Legal Entity Name: CSG Government Solutions
Agency Code: 960	Contractor Name: CSG Government Solutions
Appropriation Unit: 1400-70	Address: 180 North Stetson Avenue Suite 870
Is budget authority available?: Yes	City/State/Zip: Chicago, IL 60601
If "No" please explain: Not Applicable	Contact/Phone: Tim Lenning 312-423-2111
	Vendor No.:
	NV Business ID: NV20121606936

To what State Fiscal Year(s) will the contract be charged? **2013-2015**

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 %
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 **11/13/2012**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2014**

Contract term: **2 years and 48 days**

4. Type of contract: **Contract**

Contract description: **CSG**

5. Purpose of contract:

This is a new contract to provide consulting and actuarial services directly related to Health Care Reform.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: Contract will be utilized on an as-needed basis and work will be authorized under this contract through a Work Order process. Before the start of any billable activity, the Exchange will assign a work order with a description of the work to be performed and an agreed upon a Not to Exceed cost for same, based upon the contracted hourly rates. Work Order numbers must be included with each invoice for tracking purposes.

II. JUSTIFICATION

7. What conditions require that this work be done?

In March 2010, the Patient Protection and Affordable Care Act of 2010 (the PPACA) was enacted by Congress and signed into law by the President of the United States. This Health Care Reform (HCR) law mandates the creation of Health Benefit Exchanges that allow consumers to access and evaluate plans from commercial insurers and to apply for health subsidy programs (e.g., Medicaid, the Children's Health Insurance Program (CHIP), and subsidized commercial health insurance) that best meet their needs through an online marketplace. The contract is contingent upon mandates, requirements and funds of the PPACA, which may change, discontinue, or revoke at any time.

Experts in the area of HCR will provide services including to but not limited to:
Peer review; Analysis of essential health benefits; qualified health plans and insurance markets; research and refine data on exchange utilization; review of federal statutes and guidance thereof; review of activities in other states; actuarial analysis; and other consulting services as requested.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no state employees that have this level of knowledge.

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?

Pursuant to RFQ#1999, and in accordance with NRS 333, the selected vendors (the Silver State Health Insurance Exchange has selected the three (3) highest vendors) were the highest scoring proposers as determined by an independently appointed evaluation committee.

d. Last bid date: 08/09/2012 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	sderouss	10/08/2012 12:45:44 PM
Division Approval	sderouss	10/08/2012 12:45:48 PM
Department Approval	sderouss	10/08/2012 12:45:51 PM
Contract Manager Approval	ascott	10/08/2012 13:31:54 PM
Budget Analyst Approval	nhovden	10/17/2012 13:17:30 PM
BOE Agenda Approval	nhovden	10/17/2012 13:17:36 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: **13849**

Agency Name: SILVER STATE HEALTH INSURANCE EXCHANGE	Legal Entity Name: Milliman, Inc
Agency Code: 960	Contractor Name: Milliman, Inc
Appropriation Unit: 1400-70	Address: 1301 Fifth Avenue Suite 3800
Is budget authority available?: Yes	City/State/Zip: Seattle, WA 98101-2605
If "No" please explain: Not Applicable	Contact/Phone: Timothy Barclay 206-504-5603
	Vendor No.: PUR0005194
	NV Business ID: NV20011420475

To what State Fiscal Year(s) will the contract be charged? **2013-2015**

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 %
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 **11/13/2012**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2014**

Contract term: **2 years and 48 days**

4. Type of contract: **Contract**

Contract description: **Milliman**

5. Purpose of contract:

This is a new contract to provide consulting and actuarial services directly related to Health Care Reform.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: Contract will be utilized on an as-needed basis and work will be authorized under this contract through a Work Order process. Before the start of any billable activity, the Exchange will assign a work order with a description of the work to be performed and an agreed upon a Not to Exceed cost for same, based upon the contracted hourly rates. Work Order numbers must be included with each invoice for tracking purposes.

II. JUSTIFICATION

7. What conditions require that this work be done?

In March 2010, the Patient Protection and Affordable Care Act of 2010 (the PPACA) was enacted by Congress and signed into law by the President of the United States. This Health Care Reform (HCR) law mandates the creation of Health Benefit Exchanges that allow consumers to access and evaluate plans from commercial insurers and to apply for health subsidy programs (e.g., Medicaid, the Children's Health Insurance Program (CHIP), and subsidized commercial health insurance) that best meet their needs through an online marketplace. The contract is contingent upon mandates, requirements and funds of the PPACA, which may change, discontinue, or revoke at any time.

Experts in the area of HCR will provide services including to but not limited to:
Peer review; Analysis of essential health benefits; qualified health plans and insurance markets; research and refine data on exchange utilization; review of federal statutes and guidance thereof; review of activities in other states; actuarial analysis; and other consulting services as requested.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no state employees that have this level of knowledge.

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?

Pursuant to RFQ#1999, and in accordance with NRS 333, the selected vendors (the Silver State Health Insurance Exchange has selected the three (3) highest vendors) were the highest scoring proposers as determined by an independently appointed evaluation committee.

d. Last bid date: 08/09/2012 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 contractor has worked for Purchasing and the Division of Health Care Financing and Policy over the past several years, all with satisfactory performance.

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	sderouss	10/08/2012 12:46:20 PM
Division Approval	sderouss	10/08/2012 12:46:23 PM
Department Approval	sderouss	10/08/2012 12:46:25 PM
Contract Manager Approval	ascott	10/08/2012 13:31:15 PM
Budget Analyst Approval	nhovden	10/17/2012 13:15:11 PM
BOE Agenda Approval	nhovden	10/17/2012 13:15:17 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: **13848**

Agency Name:	SILVER STATE HEALTH INSURANCE EXCHANGE	Legal Entity Name:	Public Consulting Group
Agency Code:	960	Contractor Name:	Public Consulting Group
Appropriation Unit:	1400-70	Address:	148 State Strret 10th Floor
Is budget authority available?:	Yes	City/State/Zip:	Boston, MA 02109
If "No" please explain:	Not Applicable	Contact/Phone:	Djana Qaja 617-717-1331
		Vendor No.:	T32000898
		NV Business ID:	NV20021466314

To what State Fiscal Year(s) will the contract be charged? **2013-2015**

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 %
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 **11/13/2012**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2014**Contract term: **2 years and 48 days**4. Type of contract: **Contract**Contract description: **PCG**

5. Purpose of contract:

This is a new contract to provide consulting and actuarial services directly related to Health Care Reform.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: Contract will be utilized on an as-needed basis and work will be authorized under this contract through a Work Order process. Before the start of any billable activity, the Exchange will assign a work order with a description of the work to be performed and an agreed upon a Not to Exceed cost for same, based upon the contracted hourly rates. Work Order numbers must be included with each invoice for tracking purposes.

II. JUSTIFICATION

7. What conditions require that this work be done?

In March 2010, the Patient Protection and Affordable Care Act of 2010 (the PPACA) was enacted by Congress and signed into law by the President of the United States. This Health Care Reform (HCR) law mandates the creation of Health Benefit Exchanges that allow consumers to access and evaluate plans from commercial insurers and to apply for health subsidy programs (e.g., Medicaid, the Children's Health Insurance Program (CHIP), and subsidized commercial health insurance) that best meet their needs through an online marketplace. The contract is contingent upon mandates, requirements and funds of the PPACA, which may change, discontinue, or revoke at any time.

Experts in the area of HCR will provide services including to but not limited to:

Peer review; Analysis of essential health benefits; qualified health plans and insurance markets; research and refine data on exchange utilization; review of federal statutes and guidance thereof; review of activities in other states; actuarial analysis; and other consulting services as requested.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no state employees that have this level of knowledge.

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?

Pursuant to RFQ#1999, and in accordance with NRS 333, the selected vendors (the Silver State Health Insurance Exchange has selected the three (3) highest vendors) were the highest scoring proposers as determined by an independently appointed evaluation committee.

d. Last bid date: 08/09/2012 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 contractor has worked for various divisions of Health and Human Services over the past several years, and for the Silver State Health Insurance Exchange, all with satisfactory performance.

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	sderouss	10/08/2012 12:46:51 PM
Division Approval	sderouss	10/08/2012 12:46:53 PM
Department Approval	sderouss	10/08/2012 12:46:56 PM
Contract Manager Approval	ascott	10/08/2012 13:31:38 PM
Budget Analyst Approval	nhovden	10/17/2012 13:16:04 PM
BOE Agenda Approval	nhovden	10/17/2012 13:16:08 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: **13704**

Agency Name:	LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	ALLISON MACKENZIE PAVLAKIS
Agency Code:	BDC	Contractor Name:	ALLISON MACKENZIE PAVLAKIS
Appropriation Unit:	B001 - All Categories	Address:	WRIGHT & FAGAN LTD 402 N DIVISION ST
Is budget authority available?:	Yes	City/State/Zip:	CARSON CITY, NV 89703-4168
If "No" please explain:	Not Applicable	Contact/Phone:	Karen Peterson 775/687-0202
		Vendor No.:	T27028870
		NV Business ID:	NV19781001597

To what State Fiscal Year(s) will the contract be charged? **2013-2015**

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 %

Agency Reference #: B060

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2012**

Anticipated BOE meeting date 11/2012

Retroactive? **Yes**

If "Yes", please explain

Administrative coordination to obtain required signatures, deputy attorney general review and signature, and updated insurance documentation was needed and could not be completed prior to the deadline date for the September/October BOE meetings.

3. Termination Date: **06/30/2015**Contract term: **2 years and 302 days**4. Type of contract: **Contract**Contract description: **Legal Services**

5. Purpose of contract:

This is a new contract for legal services required by the board including representation in law suits, disciplinary actions, administrative hearings, legislative assistance and in providing specific legal advice.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$281,250.00**

Payment for services will be made at the rate of \$250.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Necessary engagement of Independent Contractor for purpose of accomplishing work of the Board under authority of NRS 284.173. NRS 628.090 authorizes hiring of legal counsel.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No legal expertise within agency and legal services to be provided regarding a specific knowledge of area and a need for continuity of 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: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Firm has been providing Board's legal services for over 35 years and possesses the necessary expertise resulting in a continuity of services and reduction of cost.

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:

Nevada State Board of Accountancy 1978 to present

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	vwind1	09/28/2012 11:37:32 AM
Division Approval	vwind1	09/28/2012 11:37:35 AM
Department Approval	vwind1	09/28/2012 11:37:55 AM
Contract Manager Approval	vwind1	09/28/2012 11:38:01 AM
Budget Analyst Approval	eobrien	10/08/2012 11:37:32 AM
BOE Agenda Approval	nhovden	10/16/2012 16:52:16 PM
BOE Final Approval	Pending	



NEVADA STATE BOARD OF ACCOUNTANCY

1325 AIRMOTIVE WAY, SUITE 220, RENO, NEVADA, 89502 • 775-786-0231 FAX 775-786-0234
WEBSITE: WWW.NVACCOUNTANCY.COM • E-MAIL: CPA@NVACCOUNTANCY.COM

MEMORANDUM

Date: September 14, 2012
To: Board of Examiners
From: Viki Windfeldt/Executive Director
Re: Retroactive Independent Contract

The purpose of this memo is to request a retroactive effective date of September 1, 2012 for the contract for legal services between Allison Mackenzie Pavlakis Wright & Fagan Ltd., and the Nevada State Board of Accountancy.

Based on the administrative coordination in order to obtain the required signatures, Deputy Attorney General review and signature, updated insurance documentation and additional attachment documentation the Board was unable to submit the required documentation prior to the deadline date for the September/October BOE meetings.

The Board appreciates your consideration of the above request. Please do not hesitate to contact me if you need further clarification or information with the above request.

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: **13706**

Agency Name:	LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	Hillerby & Associates
Agency Code:	BDC	Contractor Name:	Hillerby & Associates
Appropriation Unit:	B001 - All Categories	Address:	4747 Caughlin Pkwy #9
Is budget authority available?:	Yes	City/State/Zip:	Reno, NV 89519
If "No" please explain:	Not Applicable	Contact/Phone:	Mike Hillerby 7753327660
		Vendor No.:	
		NV Business ID:	NV19981221232

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 Reference #: B060

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2012**

Anticipated BOE meeting date 11/2012

Retrospective? **Yes**

If "Yes", please explain

Administrative coordination to obtain required signatures, deputy attorney general review and signature, and updated insurance documentation was needed and could not be completed prior to the deadline date for the September/October BOE meetings.
--

3. Termination Date: **12/31/2013**Contract term: **1 year and 121 days**4. Type of contract: **Contract**Contract description: **Lobbyist**

5. Purpose of contract:

This is a new contract for legislative liaison for the Board of Accountancy to assist with dissemination of information pertaining to the board's regulation of Certified Public Accountants and to monitor any legislative activity that may affect the Board of Accountancy.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Payment for services will be made at the rate of \$10,000.00 per Year

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board of Accountancy will require a legislative liaison for the 2012 session. During the session monitoring of any bills that affect the regulation of Certified Public Accountants. The issues during the session require special skills, expertise, and knowledge of an experienced legislative liaison to assure optimal results for the Board and the citizens it serves.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Board will be available to provide testimony during the session to address any issues that may arise from legislative bill drafts. However assistance in planning and disseminating information to the legislative members that will be hearing the bills that may affect the Board would still be needed. The Board operates with a staff of two and does not have the availability, expertise, or knowledge that can be uniquely performed by the Contractor.

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?

Hillerby & Associates has unique knowledge, experience and a long history in representing a variety of Nevada State Boards. Mr. Hillerby has also represented the professional membership organization and has a vast knowledge of the regulation of Certified Public Accountants.

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:

Mr. Hillerby has and continues to serve as the legislative liaison for various other regulatory boards and commissions including the Board of Pharmacy and under previous contract with the Nevada State Board of Accountancy.

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	vwind1	10/09/2012 11:49:01 AM
Division Approval	vwind1	10/09/2012 11:49:10 AM
Department Approval	vwind1	10/09/2012 11:49:13 AM
Contract Manager Approval	vwind1	10/09/2012 11:49:22 AM
Budget Analyst Approval	eobrien	10/12/2012 11:16:44 AM
BOE Agenda Approval	nhovden	10/16/2012 13:04:18 PM
BOE Final Approval	Pending	



MEMORANDUM

Date: September 14, 2012
To: Board of Examiners
From: Viki Windfeldt/Executive Director
Re: Retroactive Independent Contract

The purpose of this memo is to request a retroactive effective date of September 1, 2012 for the contract for lobbying services between Hillerby & Associates and the Nevada State Board of Accountancy.

Based on the administrative coordination in order to obtain the required signatures, Deputy Attorney General review and signature, updated insurance documentation and additional attachment documentation the Board was unable to submit the required documentation prior to the deadline date for the September/October BOE meetings.

The Board appreciates your consideration of the above request. Please do not hesitate to contact me if you need further clarification or information with the above request.

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: **13824**Agency Name: **LICENSING BOARDS & COMMISSIONS**Agency Code: **BDC**Appropriation Unit: **B025 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Computer Assisted Testing Service, INC

Contractor Name: **Computer Assisted Testing Service, INC**Address: **777 Mariners Island Boulevard Suite 200**City/State/Zip: **San Mateo, CA 94404**

Contact/Phone: Arlette Novelli 650-692-9307

Vendor No.:

NV Business ID: NV20121519882

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Licensing Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: B025

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **1 year and 241 days**4. Type of contract: **Contract**Contract description: **Exam Developer**

5. Purpose of contract:

This is a new contract for the development of the State of Nevada State Exam for Psychologists.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,800.00**

Payment for services will be made at the rate of \$0.00 per billing statement

II. JUSTIFICATION

7. What conditions require that this work be done?

There is a need to maintain the high expectations of Nevada Psychologists. To do this we must develop tests that uphold these high standards

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There is specialized training that is necessary to make each exam fair and well weighted.

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?

They were the vendor that met the requirements and could fulfill the needs of the Board within our expected budget.

d. Last bid date: 06/11/2012 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	mealldre	09/19/2012 12:01:58 PM
Division Approval	mealldre	09/19/2012 12:02:04 PM
Department Approval	mealldre	09/19/2012 12:02:08 PM
Contract Manager Approval	mealldre	09/19/2012 12:02:12 PM
Budget Analyst Approval	eobrien	10/12/2012 10:03:28 AM
BOE Agenda Approval	nhovden	10/18/2012 11:11:54 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: **13866**

Agency Name: LICENSING BOARDS & COMMISSIONS	Legal Entity Name: Kathleen Laxalt
Agency Code: BDC	Contractor Name: Kathleen Laxalt
Appropriation Unit: B036 - All Categories	Address: PO Box 19058
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89511
If "No" please explain: Not Applicable	Contact/Phone: null7757621864
	Vendor No.:
	NV Business ID: NV20101366023

To what State Fiscal Year(s) will the contract be charged? **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 % Fees

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2013**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **179 days**

4. Type of contract: **Contract**

Contract description: **Lobbyist**

5. Purpose of contract:

This is a new contract to provide legislative advice, counsel, monitoring, representation, and reporting to the Board of Massage Therapists throughout the 2013 Legislative Session.

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 \$4,000.00 per Month

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board of Massage Therapists anticipates that there will be bills related to the regulation and practice of massage therapy and will, therefore, require a full-time lobbyist to monitor, report to, advise regarding, and represent the Board before the Legislature.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Board of Massage Therapists is a small state agency (fewer than 10 employees) and has not person on staff with the knowledge, expertise, and skills necessary to optimally represent the Board before the Legislature.

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?

Ms. Laxalt has extensive history with the Legislature representing the state's occupational licensing boards, so she is familiar with occupational licensing laws and regulations and how best to present those issues to the legislature, so her expertise, knowledge, skills, and cost to the Board were deemed the best.

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:

Nevada State Board of Veterinary Medical Examiner
Nevada State Liquefied Petroleum Gas Board

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	eobrien	10/16/2012 06:54:08 AM
Division Approval	eobrien	10/16/2012 06:54:11 AM
Department Approval	eobrien	10/16/2012 06:54:13 AM
Contract Manager Approval	eobrien	10/16/2012 06:54:16 AM
Budget Analyst Approval	eobrien	10/16/2012 06:54:25 AM
BOE Agenda Approval	nhovden	10/16/2012 08:23:17 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: **CONV7060** Amendment Number: **4**

Agency Name: **MASTER SERVICE AGREEMENTS** Legal Entity Name: **Kelly Services**

Agency Code: **MSA** Contractor Name: **Kelly Services**

Appropriation Unit: **9999 - All Categories** Address: **2900 S Rancho Dr. #203**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89102**

If "No" please explain: **Not Applicable** Contact/Phone: **Eli Rodriquez 7022536246**

Vendor No.: **T80936868**

NV Business ID: **NV19611001188**

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 % Various

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2009**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **12/31/2012**Contract term: **4 years and 89 days**4. Type of contract: **MSA**Contract description: **Professional Services**

5. Purpose of contract:

This is the fourth amendment to the original contract which provides temporary employment services as needed by state agencies. This amendment increases the maximum amount from \$8,500,000.00 to \$11,500,000.00 due to the continued need for these services. Additionally this amendment extends the termination date from December 31, 2012 to March 31, 2013 which will allow for the completion of the RFP process.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$3,000,000.00
2. Total amount of any previous contract amendments:	\$5,500,000.00
3. Amount of current contract amendment:	\$3,000,000.00
4. New maximum contract amount:	\$11,500,000.00
and/or the termination date of the original contract has changed to:	03/31/2013

II. JUSTIFICATION

7. What conditions require that this work be done?

The State is contracting with a temporary employment company so the State is not in a position of being held to be the employer.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not provide temporary employee 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?

Upon thorough review and evaluation of proposals, this vendor was one of the two (2) highest scoring proposals for a statewide solution by the evaluation committee.

d. Last bid date: 03/01/2004 Anticipated re-bid date: 09/19/2012

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:

Contractor has been providing these services to the State since 2004.

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	sberry	09/18/2012 15:53:09 PM
Division Approval	sberry	09/18/2012 15:53:12 PM
Department Approval	ktarter	09/18/2012 16:00:26 PM
Contract Manager Approval	sberry	09/18/2012 16:01:14 PM
Budget Analyst Approval	csawaya	09/28/2012 10:01:36 AM
BOE Agenda Approval	sbrown	09/30/2012 08:03:25 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: **CONV7061** Amendment Number: **4**
 Agency Name: **MASTER SERVICE AGREEMENTS** Legal Entity Name: **Manpower**
 Agency Code: **MSA** Contractor Name: **Manpower**
 Appropriation Unit: **9999 - All Categories** Address: **1745 Vassar Street**
 Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89502**
 If "No" please explain: Not Applicable Contact/Phone: **Pat Harrigan 7753286020**
 Vendor No.: **T81026942**
 NV Business ID: **NV19971039389**

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 % Various

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2009**
 Anticipated BOE meeting date: **11/2012**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2012**
 Contract term: **4 years and 89 days**

4. Type of contract: **MSA**
 Contract description: **Professional Services**

5. Purpose of contract:
This is the fourth amendment to the original contract which provides temporary employment services as needed by state agencies. This amendment increases the maximum amount from \$8,500,000.00 to \$11,500,000.00 due to the continued need for these services. Additionally this amendment extends the termination date from December 31, 2012 to March 31, 2013 which will allow for the completion of the RFP process.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$3,000,000.00
2. Total amount of any previous contract amendments:	\$5,500,000.00
3. Amount of current contract amendment:	\$3,000,000.00
4. New maximum contract amount:	\$11,500,000.00
and/or the termination date of the original contract has changed to:	03/31/2013

II. JUSTIFICATION

7. What conditions require that this work be done?
 The State is contracting with a temporary employment company so the State is not in a position of being held as the employer.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
 The State does not provide temporary employee 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 for vendor names]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Upon thorough review and evaluation of proposals, this vendor was one of the two (2) highest scoring proposals for a statewide solution by the evaluation committee.

d. Last bid date: 03/01/2004 Anticipated re-bid date: 09/19/2012

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:

Contractor has been providing these services to the State since 2004.

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	sberry	09/18/2012 15:52:09 PM
Division Approval	sberry	09/18/2012 15:52:12 PM
Department Approval	ktarter	09/18/2012 15:59:55 PM
Contract Manager Approval	sberry	09/18/2012 16:01:32 PM
Budget Analyst Approval	csawaya	09/28/2012 10:01:07 AM
BOE Agenda Approval	sbrown	09/30/2012 08:04:24 AM