

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: October 9, 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 SEPTEMBER 11, 2012 BOARD OF EXAMINERS’ MEETING MINUTES
- *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.

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

A. 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.**

***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.

***6. FOR POSSIBLE ACTION – REVIEW OF A CONTRACT WITH A FORMER EMPLOYEE**

A. Public Utilities Commission of Nevada

Pursuant to Assembly Bill 240, Section 1, Subsection 3 of the 2011 Legislature, the Public Utilities Commission (PUC) hereby seeks a favorable Board of Examiner's recommendation regarding the PUC's determination to contract with a former state employee from July 2, 2012 to August 6, 2012, to assist the Public Utilities Commission (PUC) with their Agency Request budget preparation due to an unplanned fiscal staff vacancy and lack of personnel with state budgeting experience.

B. Governor's Office of Economic Development

Pursuant to Assembly Bill 240, Section 1, Subsection 3 of the 2011 Legislature, the Governor's Office of Economic Development (GOED) hereby seeks a favorable Board of Examiner's recommendation regarding the GOED's determination to use the emergency provision to use a temporary services contract from August 20, 2012, to August 31, 2012, to employ a former state employee to prepare the GOED's Agency Request budget for the 2013-15 Biennium.

***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.

***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

***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.

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

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

***11. FOR POSSIBLE ACTION – LEASES**

BOE #	LESSEE	LESSOR	AMOUNT
1.	Department of Administration – Division of Public Works – Motor Pool Division and Department of Conservation and Natural Resources – Division of State Lands as Co-Lesseees National Guard	Toy Barn, LLC.	\$1,708,320
	Lease Description:	This is an extension of an existing lease which has been negotiated to house the State Motor Pool Division.	
	Term of Lease:	05/01/2012 – 04/30/2017	

BOE #	LESSEE	LESSOR	AMOUNT
2.	Board of Pharmacy	Rainwood, LTD.	\$480,318
	Lease Description: This is an extension of an existing lease which has been negotiated at a reduced rate to house the Board of Pharmacy. The total savings for the term of the lease is \$143,171. Term of Lease: 01/01/2012 – 10/31/2018		
3.	Board of Nursing	Victor Castello	\$372,000
	Lease Description: This is an extension of an existing lease which has been negotiated at a reduced rate to house the Board of Nursing. The total savings for the term of the lease is \$91,800. Term of Lease: 11/01/2012 – 10/31/2018		
4.	Department of Business and Industry	Kietzke Office Complex, LLC.	\$1,003,282
	Lease Description: This is an extension of an existing lease which has been negotiated at a reduced rate to house the Department of Business and Industry. Term of Lease: 11/01/2012 – 10/31/2018		
5.	Department of Conservation and Natural Resources – Division of Water Resources	Shadow Medical, LLC.	\$240,852
	Lease Description: This is an extension of an existing lease which has been negotiated at a reduced rate to house the Division of Water Resources. The total savings for the term of the lease is \$32,489. Term of Lease: 11/01/2012 – 10/31/2016		
6.	Department of Employment, Training, and Rehabilitation – Employment Security Division – JobConnect	North Carson, LLC.	\$473,630
	Lease Description: This is an extension of an existing lease which has been negotiated at a reduced rate to house the Department of Employment, Training, and Rehabilitation – Employment Security Division – JobConnect. The total savings for the term of the lease is \$23,087. Term of Lease: 10/01/2012 – 06/30/2013		
7.	Department of Employment, Training, and Rehabilitation – Employment Security Division – JobConnect	North Carson, LLC.	\$1,011,150
	Lease Description: This is an extension of an existing lease which has been negotiated at a reduced rate to house the Department of Employment, Training, and Rehabilitation – Employment Security Division – JobConnect. The total savings for the term of the lease is \$32,550. Term of Lease: 11/01/2012 – 10/31/2019		
8.	Department of Employment, Training, and Rehabilitation – Employment Security Division	North Carson, LLC.	\$288,900
	Lease Description: This is an extension of an existing lease which has been negotiated at a reduced rate to house the Department of Employment, Training, and Rehabilitation – Employment Security Division. The total savings for the term of the lease is \$9,300. Term of Lease: 11/01/2012 – 10/31/2019		
9.	Department of Employment, Training, and Rehabilitation – Employment Security Division – Veteran’s Services	J.L.K. Enterprises, dba Pinnacle Executive Suites	\$17,500
	Lease Description: This is a new location to house the Department of Employment, Training, and Rehabilitation – Employment Security Division Veteran’s Services. The total savings for the term of the lease is \$34,519. Term of Lease: 11/01/2012 – 09/30/2015		

BOE #	LESSEE	LESSOR	AMOUNT
10.	Department of Health and Human Services – Division of Health Care Finance and Policy	4-D Limited Partnership	\$1,450,686
	Lease Description: This is an extension of an existing lease which has been negotiated at a reduced rate to house the Department of Health and Human Services – Division of Health Care Finance and Policy. The total savings for the term of the lease is \$277,221. Term of Lease: 12/01/2012 – 11/30/2017		
11.	Division of State Lands, on behalf of the Nevada Army National Guard	Cheyenne Air Center, North Las Vegas Airport	\$336,000
	Lease Description: This is an extension of an existing lease which has been negotiated to house the Nevada Army National Guard. Term of Lease: 10/01/2012 – 06/30/2014		
12.	Public Charter School Authority	Iko Moody Ventures, LLC.	\$129,250
	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 Public Charter School Authority. The total savings for the term of the lease is \$18,744. Term of Lease: 10/01/2012 – 11/30/2016		

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

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - CONSUMER ADVOCATE	UTILITECH, INC.	FEE: REGULATORY ASSESSMENTS	\$225,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide assistance as an expert witness in the field of economics in analyzing revenue requirements in general rate applications of electric and natural gas utilities before the Nevada Public Utilities Commission and perform other tasks as required by the Bureau of Consumer Protection.				
		Term of Contract:	11/01/2012 - 10/31/2016	Contract # 13786		
2.	030	ATTORNEY GENERAL'S OFFICE - VICTIMS OF DOMESTIC VIOLENCE	KANDT, JENNIFER M.	OTHER: COURT ASSESSMENTS	\$99,600	
	Contract Description:	This is a new contract to provide administrative support to the Committee on Domestic Violence and other program related duties, which may include: (1) meetings with the chairman and Committee legal counsel, (2) preparing agendas, (3) making travel arrangements for committee members, (4) taking minutes of meetings, (5) tracking of certifications, (6) monitoring and evaluations of programs, (7) drafting related correspondence as needed, (8) maintaining committee records, (9) extensive contact with treatment providers, (10) collecting and distributing research on related trainings, publications, and other information, and other duties as assigned.				
		Term of Contract:	10/17/2012 - 10/16/2016	Contract # 13808		
3.	054	TREASURER'S OFFICE - UNCLAIMED PROPERTY	HUNTINGTON GEM LAB, LLC.	OTHER: ABANDONED PROPERTY RECEIPTS	\$16,000	
	Contract Description:	This is a new contract to provide appraisal of safekeeping items to be auctioned off at the annual auction held in December of each year.				
		Term of Contract:	Upon Approval - 09/30/2016	Contract # 13762		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
4.	054	TREASURER'S OFFICE - UNCLAIMED PROPERTY	WOLF PACK SPORTS PROPERTIES	OTHER: ABANDONED PROPERTY RECEIPTS	\$30,000	SOLE SOURCE
	Contract Description:	This is a new contract to provide direct marketing of the Nevada Unclaimed Property program to the public attending football games at the University of Nevada, Reno and the University of Nevada, Las Vegas.				
		Term of Contract:	Upon Approval - 10/09/2013	Contract # 13805		
5.	080	DEPARTMENT OF ADMINISTRATION - BUDGET AND PLANNING	ARBITRAGE COMPLIANCE	BONDS: IFC CONTINGENCY FUND	\$68,190	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide arbitration compliance services to assist the State in complying with the Internal Revenue Service's rules and regulations regarding arbitration.				
		Term of Contract:	Upon Approval - 06/30/2014	Contract # 13684		
6.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	AMERICAN CHILLER SERVICE, INC.	FEE: BUILDINGS AND GROUNDS, BUILDING RENT INCOME FEE	\$95,000	
	Contract Description:	This is a new contract to provide ongoing repair, replacement, and service to HVAC systems in various State buildings in the Northern Nevada area, only to be used upon the written request and approval of a Buildings and Grounds designee.				
		Term of Contract:	11/01/2012 - 10/31/2016	Contract # 13800		
7.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION - 2011 STATEWIDE CIP-NON-EXEC	HARRIS CONSULTING ENGINEERS	BONDS:	\$89,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional architectural/engineering services for design development and construction documents - separate fire/smoke system and upgrade HVAC system, Grant Sawyer Office Building; Project No. 11-M08a, Contract No. 47425.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 13795		
8.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	EAST VALLEY FAMILY SERVICES	FEDERAL	\$1,600,000	
	Contract Description:	This is a new contract to distribute USDA food to low-income households participating in the Commodity Supplemental Food Program.				
		Term of Contract:	Upon Approval - 09/30/2016	Contract # 13767		
9.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	FOOD BANK OF NORTHERN NEVADA	FEDERAL	\$1,200,000	
	Contract Description:	This is a new contract to distribute USDA food to low-income households participating in the Commodity Supplemental Food Program.				
		Term of Contract:	Upon Approval - 09/30/2016	Contract # 13766		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
10.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	FRIENDS IN SERVICE HELPING	FEDERAL	\$40,000	
	Contract Description:	This is a new contract to distribute USDA food to low-income households participating in the Commodity Supplemental Food Program.				
		Term of Contract:	Upon Approval - 09/30/2016	Contract # 13768		
11.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	MICHAEL FOODS, INC.	OTHER: VARIOUS PROGRAM FUNDS - PASS THROUGH COSTS TO RECIPIENT AGENCIES.	\$1,000,000	
	Contract Description:	This is a new contract which authorizes the contracted vendor to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.				
		Term of Contract:	10/09/2012 - 06/30/2014	Contract # 13756		
12.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - NETWORK TRANSPORT SERVICES	U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE	REVENUE	\$148,533	
	Contract Description:	This is the first amendment to the original revenue contract, which provides for rack space and DS0 channel rents to the Forest Service. This amendment extends the current contract termination date from June 30, 2013 to June 30, 2017. This amendment increases the maximum amount from \$59,533.96 to \$208,066.72 due to additional rack space and DS0 channel rents being added at Spruce Mountain in Elko County for the Forest Service.				
		Term of Contract:	07/01/2011 - 06/30/2017	Contract # 12170		
13.	240	OFFICE OF VETERANS SERVICES - VETERANS' HOME ACCOUNT	CREEKSIDE HOSPICE	REVENUE	\$100,000	
	Contract Description:	This is a new contract to provide hospice services to the residents of the Nevada State Veterans Home. The hospice provides service to the home residents and then reimburses the home for the nursing services that the residents receive.				
		Term of Contract:	Upon Approval - 09/30/2016	Contract # 13775		
14.	240	OFFICE OF VETERANS SERVICES - VETERANS' HOME ACCOUNT	PROGRESSIVE INDUSTRIES, INC.	OTHER: 50% PRIVATE AND 50% FEDERAL FUNDS	\$50,000	
	Contract Description:	This is a new contract to supply bulk oxygen to the Nevada State Veterans Home. Bulk oxygen is used in the resident rooms to supply oxygen to residents in the rooms depending on their individual needs.				
		Term of Contract:	Upon Approval - 08/31/2014	Contract # 13765		
15.	240	OFFICE OF VETERANS SERVICES - THE GIFT ACCOUNT FOR VETERANS-Non-Exec	PALMETTO CONSTRUCTION, INC.	OTHER: VETERANS GIFT FUND ACCOUNT	\$99,999	
	Contract Description:	This is a new contract for the construction phase of the lobby remodel of the Nevada State Veterans Home. This contract will cover the interior rebuilding of the main lobby and include painting, carpeting, installing skylight features, building a receptionist credenza, installing a fireplace, and installing rock veneer.				
		Term of Contract:	Upon Approval - 10/15/2014	Contract # 13794		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
16.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	UNIVERSITY OF NEVADA SCHOOL OF MEDICINE	OTHER: IGT 50% FEDERAL 50%	\$1,034,495	
	Contract Description:	This is the fourth amendment to the original contract that allows the division to receive Intergovernmental transfer funds and to pay to the University of Nevada School of Medicine supplemental payments of the higher costs incurred by practitioners who are associated with the training/teaching program for outpatient services. This amendment incorporates administrative services into the scope of work retroactively to July 1, 2011, and increases the contract authority maximum from \$40,000,000 to \$41,034,495.05 to include administrative claiming.				
		Term of Contract:	07/01/2006 - 06/30/2016	Contract # CONV2912		
17.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	MILLIMAN, INC.	GENERAL 50% FEDERAL 50%	\$1,188,365	
	Contract Description:	This is the first amendment to the original contract to develop an actuarially sound methodology for capitated rates to be paid to Medicaid managed care organizations pursuant to federal mandate 42 CFR 438.6. This amendment extends the termination date from December 31, 2012 to December 31, 2014, increases the maximum contract amount from \$700,000 to \$1,888,365 and adds Attachment A, the state form for travel reimbursement required for filing claims.				
		Term of Contract:	12/14/2010 - 12/31/2014	Contract # 11723		
18.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD SUPPORT ENFORCEMENT PROGRAM	CHASE GLOBAL SERVICES	FEDERAL	\$1,740,000	PROFESSIONAL SERVICE
	Contract Description:	This is the third amendment to the original contract for the Child Support Enforcement Program to enhance the Business Intelligence module, by developing a data warehouse so that child support staff can retrieve and customize ad hoc reports to manage caseloads, ensuring federal performance measures are met or exceeded (Phase II) and the development of ad hoc universes (Phase III). This amendment adds maintenance and operation services, which include staff and equipment to support the data warehouse and software necessary to keep the module operating at peak performance. This amendment revises consideration language, increasing contract authority by \$1,740,000, adds Attachment F - Maintenance and Operation and revises the contract termination date to June 30, 2015 to include maintenance and operations in the services provided.				
		Term of Contract:	12/13/2011 - 06/30/2015	Contract # 12658		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
19.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD SUPPORT ENFORCEMENT PROGRAM	NORTHWOODS CONSULTING PARTNERS, INC.	FEDERAL	\$445,250	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract for the Child Support Enforcement Program to analyze the current operation of the Electronic Document Management System (EDMS) within the field offices; provide recommendations that will optimize the use of the EDMS; develop, test and implement reconfiguration and enhancements; and provide training to operations and field staff. EDMS is a document imaging, handling and workflow application (virtual case file), used in the daily operations of case management.				
	Term of Contract:	Upon Approval - 06/30/2013	Contract # 13733			
20.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD SUPPORT ENFORCEMENT PROGRAM	PAYMENTUS CORPORATION	OTHER: NO COST TO THE STATE	\$0	
	Contract Description:	This is a new contract for the State Collection and Disbursement Unit to provide electronic payment processing services for remittance of court ordered child support and other associated fees on-line via the contractor's website as well as automated telephonic credit/debit card and e-check payments at no cost to the state. This contract contains an option to amend for an additional two (2) year period.				
	Term of Contract:	Upon Approval - 10/31/2014	Contract # 13701			
21.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	LOFTIN EQUIPMENT CO. INC.	GENERAL	\$15,448	
	Contract Description:	This is a new contract to provide service and maintenance to the Southern Nevada Adult Mental Health Services three emergency generators.				
	Term of Contract:	Upon Approval - 10/31/2014	Contract # 13770			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	NEVADA PIGEON CONTROL	GENERAL	\$15,000	
	Contract Description:	This is the first amendment to the original contract to continue the pigeon abatement at the Southern Nevada Adult Mental Health Services (SNAMHS) for two more years. The original contract provides a professional pigeon exterminator to abate the increasing pigeon population at the SNAMHS facilities in Las Vegas. The continued nesting and breeding habits are causing the buildings to be stained with pigeon waste which in turn creates the potential for disease. Vendor will remove pigeons, pigeon waste, nesting materials, and power wash all areas. After completion of cleaning, they will decontaminate the affected areas. This amendment extends the termination date from October 31, 2012 to October 31, 2014 and increases the maximum amount from \$9,150 to \$24,150 due to continued need for this service.				
	Term of Contract:	05/01/2011 - 10/31/2014	Contract # 11996			
23.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - RURAL CLINICS	CENTRAL NEVADA MAINTENANCE	GENERAL	\$10,240	
	Contract Description:	This is a new contract to provide janitorial services for the Tonopah Mental Health Center to provide a clean and sanitary facility for the consumers use.				
	Term of Contract:	11/01/2012 - 06/30/2015	Contract # 13607			
24.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - YOUTH PAROLE SERVICES	MAPLE STAR NEVADA	GENERAL	\$60,000	
	Contract Description:	This is the first amendment to the original contract, which provides supervision and case management services for youth who are committed to Youth Parole Services for the following: Substance Abuse and Mental Health Services, Juvenile Outpatient Sex Offense Specific Counseling and/or Evaluation, Residential and Outpatient Services, and Outpatient Wraparound Services. This amendment defines the invoice due date and increases the maximum amount from \$540,000 to \$600,000 due to an increase in the number of youth being referred to this vendor in response to the closure of other treatment facilities.				
	Term of Contract:	11/01/2010 - 10/31/2013	Contract # 11528			
25.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - YOUTH PAROLE SERVICES	RITE OF PASSAGE, ADOLESCENT TREATMENT CENTERS AND SCHOOLS	GENERAL	\$110,000	
	Contract Description:	This is the first amendment to the original contract, which provides supervision and case management services for youth who are committed to Youth Parole Services for residential and outpatient services. This amendment updates the contractor name from Rite of Passage to Rite of Passage, Adolescent Treatment Center and Schools, Inc.; defines the invoice due date; and increases the maximum amount from \$540,000 to \$650,000 due to an increase in the number of youth being referred to this vendor in response to the closure of other treatment facilities.				
	Term of Contract:	11/01/2010 - 10/31/2013	Contract # 11530			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
26.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - YOUTH PAROLE SERVICES	UNITY VILLAGE	GENERAL	\$10,000	
	Contract Description:	This is the first amendment to the original contract, which provides supervision and case management services for youth who are committed to Youth Parole Services for the following: Substance Abuse and Mental Health Services, Juvenile Outpatient Sex Offense Specific Counseling and/or Evaluation, Residential and Outpatient Services, and Outpatient Wraparound Services. This amendment updates the contractor name from Unity Village to Unity Village Behavioral Health Center, LLC; defines the invoice due date; and increases the maximum amount from \$270,000 to \$280,000 due to an increase in the number of youth being referred to this vendor in response to the closure of other treatment facilities.				
		Term of Contract:	11/01/2010 - 10/31/2013	Contract # 11525		
27.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	ESPITIA, ANGEL DBA ANGEL & SONS GENERAL CLEANING	GENERAL	\$60,000	
	Contract Description:	This is a new contract to establish custodial services for the Yerington Armory for four consecutive fiscal years.				
		Term of Contract:	Upon Approval - 10/08/2016	Contract # 13539		
28.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	ESPITIA, ANGEL DBA ANGEL & SONS GENERAL CLEANING	GENERAL	\$60,000	
	Contract Description:	This is a new contract to establish custodial services for the Fallon Armory for four consecutive fiscal years.				
		Term of Contract:	Upon Approval - 10/08/2016	Contract # 13537		
29.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	H2O ENVIRONMENTAL, INC.	FEDERAL	\$62,001	
	Contract Description:	This is the second amendment to the original contract, which provides hazardous waste disposal services statewide. This amendment increases the authority an additional \$62,001, not to exceed \$96,000. Additionally the term of the contract is also extended from November 30, 2012 to September 15, 2015.				
		Term of Contract:	07/20/2011 - 09/15/2015	Contract # 12314		
30.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	LINDELLS PAINTING SERVICE	GENERAL 25% FEDERAL 75%	\$48,162	
	Contract Description:	This is a new contract to provide painting services to repaint the interior of the Plumb Lane Armory.				
		Term of Contract:	10/10/2012 - 01/10/2013	Contract # 13812		
31.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	MCKEON DOOR OF NEVADA, INC.	GENERAL 19% OTHER: 2% FEDERAL 79%	\$200,000	
	Contract Description:	This is the first amendment to the original contract, which is to provide and install coiling insulated service doors. This amendment increases the maximum amount from \$300,000 to \$500,000 and provides for additional door installation, repairs and maintenance due to the need for continuing work.				
		Term of Contract:	12/15/2011 - 12/31/2014	Contract # 12812		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
32.	440	DEPARTMENT OF CORRECTIONS - NORTHERN NEVADA CORRECTIONAL CENTER	CUMMINS ROCKY MOUNTIAN, LLC.	GENERAL	\$52,971	
	Contract Description:	This is a new contract to provide preventative maintenance services on the generators at Northern Nevada Correctional Center, Nevada State Prison, Stewart Conservation Camp and Warm Springs Correctional Center.				
		Term of Contract:	Upon Approval - 06/30/2016	Contract # 13672		
33.	440	DEPARTMENT OF CORRECTIONS - PRISON RANCH	RESOURCE CONCEPTS, INC.	OTHER: 50% - FARM SALES FEDERAL 50%	\$60,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract for engineering services to comply with state and federal regulations regarding Concentrated Animal Feeding Operations, Nevada Pollutant Discharge Elimination System permit requirements, and irrigating with treated effluent water that impacts the Prison Ranch.				
		Term of Contract:	Upon Approval - 10/08/2015	Contract # 13781		
34.	440	DEPARTMENT OF CORRECTIONS - HUMBOLDT CONSERVATION CAMP	WATERS SEPTIC TANK SERVICE DBA WATERS VACUUM TRUCK SERVICE	GENERAL	\$131,836	
	Contract Description:	This is a new contract to provide regularly scheduled septic and grease trap pumping at the following correctional facilities: Carlin Conservation Camp, Humboldt Conservation Camp, Lovelock Correctional Center, Tonopah Conservation Camp and Wells Conservation Camp.				
		Term of Contract:	Upon Approval - 09/30/2016	Contract # 13802		
35.	611	GAMING CONTROL BOARD	RFI COMMUNICATIONS & SECURITY SYSTEMS	GENERAL	\$18,248	SOLE SOURCE
	Contract Description:	This is an amendment to the original contract, which provides maintenance services for integrated access control, intrusion detection, and closed-circuit television surveillance subsystems in the Carson City office, and access control system in Reno office. This amendment extends the termination date from October 31, 2012 to September 30, 2014 and increases the maximum amount from \$8,752 to \$27,000 due to the extension of time.				
		Term of Contract:	10/10/2011 - 09/30/2014	Contract # 12737		
36.	611	GAMING CONTROL BOARD - INVESTIGATION FUND	PINKERTON CONSULTING & INVESTIGATIONS, INC.	OTHER: GCB INVESTIGATIVE FUND (APPLICANT PAID)	\$500,000	SOLE SOURCE
	Contract Description:	This is a new contract to support the pre-licensing activities of the Gaming Control Board including reports generated from public records in foreign countries to determine ownership of assets, litigation history, contractual obligations and filings; translation of documents to English; and related investigative work.				
		Term of Contract:	Upon Approval - 09/30/2016	Contract # 13803		
37.	611	GAMING CONTROL BOARD - FEDERAL FORFEITURE TREASURY-Non-Exec	GRAPHIC IMAGING SERVICES, INC.	OTHER: FORFEITURE FUNDS	\$24,990	
	Contract Description:	This is a new contract to scan, image, and index approximately 200,000 pages of the historical intelligence files.				
		Term of Contract:	Upon Approval - 04/30/2013	Contract # 13814		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
38.	654	DEPARTMENT OF PUBLIC SAFETY - EMERGENCY MANAGEMENT	GENERAL PROJECTION SYSTEMS, INC.	FEDERAL	\$36,851	
	Contract Description:	This is the third amendment to the original contract, which provides audio/visual equipment and installation to replace the video wall located at the State Emergency Operations Center for the Department of Public Safety, Division of Emergency Management. This amendment increases the maximum amount from \$220,000 to \$256,850.85 to provide for the installation of two additional video processors.				
	Term of Contract:	04/10/2012 - 12/31/2012	Contract # 13221			
39.	702	DEPARTMENT OF WILDLIFE - ADMINISTRATION	LAHONTAN AUDUBON SOCIETY	FEDERAL	\$20,000	
	Contract Description:	This is the first amendment to the original contract, which eradicates Russian olive plants (invasive weeds) on ranches and along irrigation canals and springs in Pahrnagat Valley, Nevada. This amendment increases the maximum amount from \$30,000 to \$50,000 to treat a greater geographical area and accelerates the termination date from August 31, 2016 to February 20, 2013 to coincide with the termination date of the applicable federal grant.				
	Term of Contract:	08/15/2011 - 02/20/2013	Contract # 12393			
40.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	NATIVE RANGE, INC.	OTHER: HERITAGE PROGRAM; WILDLIFE TRUST FUND 60% FEDERAL 40%	\$480,000	
	Contract Description:	This is a new contract to provide aerial wildlife capture, transplant and release services. This work is vital to several Department of Wildlife conservation programs: The big game capture, transplant and monitoring program; the big game herd restoration program; and research and monitoring big game habitat use and movement corridors. Over the first year of the contract an estimated 600 animals will be captured including mule deer, pronghorn desert and California bighorn sheep, elk, and mountain goats.				
	Term of Contract:	Upon Approval - 06/30/2014	Contract # 13797			
41.	702	DEPARTMENT OF WILDLIFE - FISHERIES MANAGEMENT	ECOANALYSTS, INC.	FEE: LICENSE 25% FEDERAL 75%	\$16,625	
	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 Cross Polarized Microscopy of plankton samples. 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, primarily in March, April, September and October.				
	Term of Contract:	08/01/2012 - 12/31/2013	Contract # 13773			
42.	704	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - PARKS - MAINTENANCE OF STATE PARKS-Non-Exec	LIQUIVISION TECHNOLOGY, INC.	OTHER: UTILITY SURCHARGE	\$20,000	
	Contract Description:	This is a new contract to clean and repair potable water tanks at Berlin, Rye Patch and Washoe Lake State Parks per Environmental Protection Agency requirements.				
	Term of Contract:	Upon Approval - 10/09/2013	Contract # 13810			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
43.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND FEDERAL FACILITIES	KLEINFELDER GROUP, INC.	FEDERAL	\$182,986		
		Contract Description:	This is the fifth amendment to the original contract, which provides ongoing services to aid the state to identify, assess, and remediate properties that have hazardous substances, pollutants or are contaminated. This amendment increases the maximum amount from \$920,910 to \$1,103,896 to provide ongoing needed services at the established contract scope of work and rate.				
		Term of Contract:	06/09/2009 - 06/30/2013	Contract # 10652			
44.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND FEDERAL FACILITIES	MCGINLEY & ASSOCIATES, INC.	FEDERAL	\$400,000		
		Contract Description:	This is a new contract to provide services to aid the state in conducting investigations of soil, groundwater and surface water contamination resulting from leaking tanks throughout the state.				
		Term of Contract:	10/09/2012 - 06/30/2016	Contract # 13801			
45.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND FEDERAL FACILITIES	MCGINLEY & ASSOCIATES, INC.	FEDERAL	\$182,986		
		Contract Description:	This is the fourth amendment to the original contract, which provides services to aid the state in identification, assessment and remediation of properties that have been impacted with hazardous substances and/or petroleum products. This amendment increases the maximum amount from \$812,583 to \$995,569 due to an increase in federal grant funding received that will allow for the continuation of necessary state environmental remediation activities.				
		Term of Contract:	06/09/2009 - 06/30/2013	Contract # 10679			
46.	748	DEPARTMENT OF BUSINESS AND INDUSTRY - REAL ESTATE - EDUCATION AND RESEARCH	RENO SPARKS ASSOC. OF REALTORS	OTHER: EDUCATION AND RESEARCH FUNDS	\$6,048		
		Contract Description:	This is the first amendment to the original contract to provide continuing education credits required by licensees to renew their licenses. The course, developed by the division to cover new laws and other mandatory topics, and approved by the Real Estate Commission, is currently being offered by the contractor. This amendment increases the contract authority from \$5,760 to \$11,808 for fiscal year FY 2013. Licensee registrations to the course exceeded expectations in FY 2012. As a result, the contractor has increased the number of course offerings for FY 2013.				
		Term of Contract:	06/27/2011 - 06/30/2013	Contract # 12366			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
47.	810	DEPARTMENT OF MOTOR VEHICLES - CENTRAL SERVICES	HIGH DESERT MICROIMAGING, INC.	HIGHWAY 45% FEDERAL 55%	\$67,400	
	Contract Description:	This is the fourth amendment to the original contract, which provides end user and technical support to Kofax Scanning Software being currently used within the department. This amendment increases the maximum amount from \$55,285 to \$122,685 due to changes to federal regulations that have been passed requiring the DMV to input certain data elements into the DMV database as well as scan the Medical Examiner's Certificate and retain the image in the DMV scanning image retrieval system for three years from the scan date. The vendor has custom built or enhanced the current scanning system and software being utilized. They will provide the required custom programming and design to integrate into the current scanning system and meet the needs of the department.				
	Term of Contract:	06/17/2009 - 06/30/2013	Contract # CONV6454			
48.	810	DEPARTMENT OF MOTOR VEHICLES - CENTRAL SERVICES	LAMAR CENTRAL OUTDOOR, LLC.	FEE: EMISSIONS 56% OTHER: FEE FUNDED 44%	\$12,000	
	Contract Description:	This is the first amendment to the original contract, which provides for the placement of billboards in the Las Vegas area that will provide 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 \$9,500 to \$21,500 to include the placement of additional billboards in the Las Vegas area for the advertising of the department's Smoking Vehicle Hotline Campaign.				
	Term of Contract:	07/02/2012 - 06/30/2013	Contract # 13608			
49.	810	DEPARTMENT OF MOTOR VEHICLES - CENTRAL SERVICES	RENO MEDIA GROUP, LLC.	FEE: EMISSIONS 50% OTHER: FEE FUNDED 50%	\$7,500	
	Contract Description:	This is the first amendment to the original contract, which delivers 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:	06/15/2012 - 06/30/2013	Contract # 13575			
50.	810	DEPARTMENT OF MOTOR VEHICLES - CENTRAL SERVICES	WILKS BROADCAST GROUP, LLC. DBA WILKS RENO KTHX KRZQ KJZS KURK	FEE: EMISSIONS 50% OTHER: FEE FUNDED 50%	\$7,500	
	Contract Description:	This is the first amendment to the original contract, which delivers 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:	06/21/2012 - 06/30/2013	Contract # 13586			
51.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - VOCATIONAL REHABILITATION	BOARD OF REGENTS-UNR	OTHER: ADAPTIVE RESOURCES GRANT	\$439,788	EXEMPT
	Contract Description:	This is a new intrastate interlocal agreement, which provides assistive technology services to individuals with disabilities. Vocational rehabilitation and independent living clients will be referred to the Nevada Center for Excellence in Disabilities for assistive technology assessment and training services.				
	Term of Contract:	10/25/2012 - 06/30/2016	Contract # 13729			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
52.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - VOCATIONAL REHABILITATION	DP VIDEO PRODUCTIONS, LLC.	GENERAL 21.3% FEDERAL 78.7%	\$28,875	
	Contract Description:	This is a new contract to provide for the professional development of Orientation DVDs that will be used statewide to conduct orientations, provide information on-demand for individuals seeking information and will be available through the web for prospective clients applying for services with the Rehabilitation Division.				
		Term of Contract:	Upon Approval - 02/28/2013	Contract # 13763		
53.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - VOCATIONAL REHABILITATION	MASS MEDIA, LLC.	GENERAL 21.3% FEDERAL 78.7%	\$290,000	
	Contract Description:	To develop and carry out a comprehensive public relations and advertising campaign to promote the existing, new, and potential workforce resources available to businesses and to educate businesses about the benefits of hiring individuals with disabilities. Mass Media will conduct a campaign to help raise awareness with the Vocational Rehabilitation programs two main customer groups, businesses and Nevadans with disabilities.				
		Term of Contract:	10/10/2012 - 03/31/2013	Contract # 13798		
54.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - DISABILITY ADJUDICATION	EMERSON NETWORK POWER	FEDERAL	\$46,280	SOLE SOURCE
	Contract Description:	This is a new contract to provide preventive maintenance service of the power distribution system; uninterruptible power system; and stationary battery system located at the Bureau of Disability Adjudication office in Carson City.				
		Term of Contract:	10/09/2012 - 08/31/2016	Contract # 13792		
55.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	BOARD OF REGENTS-CSN	FEDERAL	\$385,021	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide additional funds to the College of Southern Nevada's Apprenticeship Program, formerly partnered with the Department of Education, which provides training to eligible participants in several fields such as electrical, plumbing, and carpentry. Funds are allocated to each field based on the number of students enrolled.				
		Term of Contract:	08/14/2012 - 07/31/2013	Contract # 13617		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
56.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	BOARD OF REGENTS-TMCC	FEDERAL	\$66,230	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide additional funds to Truckee Meadows Community College's Apprenticeship Program, formerly partnered with the Department of Education, which provides training to eligible participants in several fields such as electrical, plumbing, and carpentry. Funds are allocated to each field based on the number of students enrolled.				
		Term of Contract:	08/14/2012 - 07/31/2013	Contract # 13616		
57.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION – ADMINISTRATIVE SERVICES	NETWORK INTERPRETING SERVICE	OTHER: ALL BUDGET ACCOUNTS	\$5,500	
	Contract Description:	This is the first amendment to the original contract, which provides American Sign Language interpreting services in compliance with the Americans With Disabilities Act, for the State of Nevada, Department of Employment, Training, and Rehabilitation. This amendment increases the contract amount from \$9,500 to \$15,000 due to an increased volume of services requiring certified deaf instructors.				
		Term of Contract:	07/15/2011 - 07/31/2013	Contract # 12350		

***13. 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	AMERICAN DATABANK, LLC	OTHER: VARIOUS	\$100,000	
	Contract Description:	This is a new contract to provide background investigations for new hires, board certifications, etc.				
		Term of Contract:	Upon Approval - 04/25/2014	Contract # 13787		
MSA 2.	MSA	VARIOUS STATE AGENCIES	STERLING INFOSYSTEMS, INC.	OTHER: VARIOUS	\$100,000	
	Contract Description:	This is a new contract to provide background screening and verification services.				
		Term of Contract:	Upon Approval - 04/25/2014	Contract # 13782		
MSA 3.	MSA	VARIOUS STATE AGENCIES	T-MOBILE USA, INC.	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract to provide wireless devices, maintenance and service, wireless voice communication and data transmission options such as video, messaging, internet or other services.				
		Term of Contract:	Upon Approval - 10/31/2016	Contract # 13774		

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.

15. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

*16. 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

October 9, 2012

1. PUBLIC COMMENTS

Comments:

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

Clerk’s Recommendation: I recommend approval.

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

Comments:

*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: _____ **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 Chapter: **0300 – Department of Administration – Purchasing Division.**

Clerk’s Recommendation: I recommend approval.

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

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

***6. FOR POSSIBLE ACTION – REVIEW OF A CONTRACT WITH A FORMER EMPLOYEE**

A. Public Utilities Commission of Nevada

Pursuant to Assembly Bill 240, Section1, Subsection 3 of the 2011 Legislature, the Public Utilities Commission (PUC) hereby seeks a favorable Board of Examiner’s recommendation regarding the PUC’s determination to contract with a former state employee from July 2, 2012 to August 6, 2012, to assist the Public Utilities Commission (PUC) with their Agency Request budget preparation due to an unplanned fiscal staff vacancy and lack of personnel with state budgeting experience.

B. Governor’s Office of Economic Development

Pursuant to Assembly Bill 240, Section 1, Subsection 3 of the 2011 Legislature, the Governor’s Office of Economic Development (GOED) hereby seeks a favorable Board of Examiner’s recommendation regarding the GOED’s determination to use the emergency provision to use a temporary services contract from August 20, 2012, to August 31, 2012, to employ a former state employee to prepare the GOED’s Agency Request budget for the 2013-15 Biennium.

Clerk’s Recommendation: I recommend approval.

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

Comments:

***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

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

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

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

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

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

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

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

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

Comments:

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

Comments:

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

Comments:

***11. 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

Mr. Shea appeals the denial of his Motion for Reconsideration for VOCP assistance. Mr. Shea's claim was closed due to harassment of and threats to the Hearings Division and Victims of Crime Program staff.

Clerk's Recommendation: I recommend denial.

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

Comments:

***12. FOR POSSIBLE ACTION – LEASES**

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

Clerk's Recommendation: I recommend approval.

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

Comments:

***13. 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: _____ **Seconded By:** _____ **Vote:** _____

Comments:

***14. 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: _____ **Seconded By:** _____ **Vote:** _____

Comments:

***15. 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:

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

Comments:

***17. FOR POSSIBLE ACTION – ADJOURNMENT**

Motion By:

Seconded By:

Vote:

Comments:

MINUTES

MEETING OF THE BOARD OF EXAMINERS

September 11, 2012

The Board of Examiners met on Tuesday, September 11, 2012, in the Guinn Room on the second floor of the Capitol Building, 101 N. Carson St., Carson City, Nevada, at 3:00 p.m. Present were:

Members:

Governor Brian Sandoval
Attorney General Catherine Cortez Masto
Clerk Jeff Mohlenkamp

Others Present:

Dennis Gallagher, Attorney General's Office
Chris Nielson, Department of Taxation
Susan Hart, Office of the State Controller
Nancy Bowman, Attorney General's Office
Richard Hinckley, College of Southern Nevada
Rebecca Salazar, Department of Administration
Kimberlee Tarter, Purchasing
Richard Vineyard, Department of Education
Steve Fisher, Division of Welfare and Supportive Services
Diane Comeaux, Division of Welfare and Supportive Services
Greg Cox, Department of Corrections
Deborah Reed, Department of Corrections
Fawn Lewis, Department of Education
David Gustafson, Enterprise Information Technology Systems
Terri Chambers, Department of Insurance
Shannon Chambers, Business & Industry
Todd Rich, Department of Insurance
Gina Session, Attorney General's Office
Darlene Roullard, Department of Public Safety
Jaime Tuddao, Department of Transportation
Pete Anderson, Department of Forestry
Dave Prather, Department of Forestry
Doug Van Aman, Governor's Office Economic Development
Robert Chisel, City of Reno
Shawn Oliphant, Reno RDA
Kate Thomas, City of Reno
Nicole Lambole, Secretary of State
Clark Leslie, Attorney General's Office
Julia Teska, Department of Education
Sue Smith, Division of Welfare and Supportive Services
Terry Rubold, Department of Taxation
Claudia Vecchio, Department of Cultural Affairs

Matt Robinson, Department of Cultural Affairs
Tamara Nash, Department of Employment, Training, and Rehabilitation
Frank Woodbeck, Department of Employment, Training, and Rehabilitation
Dawn Rosenberg, Department of Corrections
Katie Armstrong, Attorney General's Office
Andrew Clinger, City of Reno

1. PUBLIC COMMENTS

Comments:

Governor: Good afternoon, ladies and gentlemen. I'd like to call the Board of Examiners meeting to order. The Attorney General is present in Southern Nevada. Can you hear us loud and clear in Southern Nevada?

Attorney General: Yes, Governor, we can hear you.

Governor: Agenda No. 1 is public comment. Is there any member of the public here in Carson City that would like to provide public comment? Is there anyone present in Las Vegas that would like to provide public comment?

Attorney General: No, Governor. There's no one here.

*2. FOR POSSIBLE ACTION – APPROVAL OF THE AUGUST 14, 2012 BOARD OF EXAMINERS' MEETING MINUTES

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

Governor: We will move on to Agenda Item No. 2, approval of the August 14, 2012 Board of Examiner's meeting minutes. Madam Attorney General, have you had an opportunity to review the minutes?

Attorney General: Yes, I have, Governor. I would move for approval.

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

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

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of additions in the following Chapter: **2000 – Nevada State Library and Archives**

Clerk’s Recommendation: I recommend approval.

Motion By: Attorney General Seconded By: Governor Vote: 2-0

Comments:

Governor: Agenda Item No. 3, Mr. Mohlenkamp, good afternoon.

Clerk: Thank you, Governor. Before the Board is one small change to the State Administrative Manual. It merely changes the location of the Library and Archives Division from Cultural Affairs to the Department of Administration. It’s just something we didn’t catch before, so it’s just a small clean up.

Governor: I have no questions with regard to Agenda Item No. 3. Madam Attorney General?

Attorney General: No questions. I’ll move for approval.

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

***4. 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. STATE OF NEVADA – \$7,250,000

The State of Nevada and Washoe County desire to settle a dispute that exists between them regarding the refund of certain taxes in the amount of \$1.25 million in immediate payment and \$6 million in the form of funding for major road maintenance projects in Washoe County.

Clerk’s Recommendation: I recommend approval.

Motion By: Attorney General Seconded By: Governor Vote: 2-0

Comments:

Governor: Agenda Item No. 4, approval to pay cash settlement. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board is an item that was before the Board actually before as an informational item. On July 6, 2011, Washoe County issued a demand letter or

return of tax funds that they claim were improperly diverted from the County to the State General Fund. This is pursuant to AB595, which is part of the 2007 legislative session, and then AB543, which was in 2009. Washoe County's initial claim was for \$21,497,617. This was brought before the Board as an informational item, at which point in time you directed the Chief of Staff and myself to begin discussions with the county and determine if we could resolve the disagreement. So I'm pleased to report to you that we have entered into settlement negotiations and before the Board is now a settlement request in the amount of \$1,250,000 cash, which would be payable out of the Statutory Contingency Fund, and \$6 million in projects that would be prioritized, these are highway projects out of the Highway Fund, and these are projects that have already been approved by the Transportation Board, but they could be expedited and moved forward more rapidly to deal with some of Washoe County's road issues that they've identified that they'd like to have addressed.

So this claim is before the Board, and it's also been approved by the Washoe County, the Board of Commissioners on August 14, so this is the last piece of the puzzle if you will to move forward with the settlement. I do want to point out one item that the Board needs to be aware of. The current balance of the Statutory Contingency Fund is \$1,721,842. Item 4A and B will bring the Contingency Fund down in the range of 200,000 plus. So it would be my intention moving forward to replenish the fund somewhat, going to Interim Finance Committee for a Contingency Fund allocation. The exact amount of that I haven't determined yet. I've been looking at some historical averages of numbers of what we've spent, and I believe it'll be a few hundred thousand dollars that I'll be requesting. So that will be something that will be coming back before the Board on a future Agenda.

Governor: Thank you, Mr. Mohlenkamp, and with regard to settlement, at least according to math and the amount demanded, that at least with the cash settlement portion, it would be seven cents on the dollar that we were settling for?

Clerk: Yes. Thank you, Governor. What we have here is the initial claim was 21.4 million. After Washoe County had a chance to look at it, and identify that some of what they were claiming was actually highway funds that had been really used in their jurisdiction, they backed away from that portion of the claim. We reduced the claim to about 17.89 million. So if we look at the claim, the 1.25 million from General Fund, basically Statutory Contingency Fund which is part of the General Fund, it really equates to about seven cents on the dollar for that type of, you know, that type of claim. The whole claim, if you include the other highway portion, is about 40 cents on the dollar, or 40 percent of what the demand is at this point.

Governor: But at least with regard to the transportation piece of the settlement, those were projects that would have been built anyway, but now they will receive priority as original to the settlement.

Clerk: Yeah, that's correct. As part of this, these are projects that have been identified. They've been put on the Board of Transportation and approved, and so these things are going to be expedited. They would have been projects that would have been out some years, so they're being expedited and moved forward.

Governor: And I understand Mr. Gallagher is here on behalf of the Department of Transportation. I do have one question if I may.

Dennis Gallagher: Good afternoon, Governor. For the record, Dennis Gallagher of the Attorney General's office representing the Department of Transportation.

Governor: Just a narrow question, Mr. Gallagher. The Department of Transportation has the authority to do what we've just discussed which is determining the timing and the priority of these particular projects?

Dennis Gallagher: Yes, Governor, it does. These projects, I believe, have all been submitted at various times to the Transportation Board and approved by them.

Governor: And there's no issue associated with this settlement, and including this transportation piece in addition to the cash (inaudible).

Dennis Gallagher: That is correct. Representatives of the Department of Transportation met with their counterparts in Washoe County, identified these projects, prioritized them, estimated their value to come up with a number that's close to the \$6 million, and as actual costs may vary, some of the projects may get moved up or moved down, but both parties are aware of that.

Governor: Thank you. And, Madam Attorney General, I do have a couple more comments to make, but did you have any questions for Mr. Gallagher before he leaves the table?

Attorney General: No. I do not, Governor.

Dennis Gallagher: Thank you, sir.

Governor: I suppose my final comment is, and it's not really a question for you, Mr. Mohlenkamp, but there is a provision within the settlement agreement and I point to paragraph three where as a result of this settlement there is no acknowledgement by the State that there is liability here. This is simply a resolution of a disputed claim, correct?

Clerk: Governor, that's my understanding. I'll defer to legal counsel on the specifics of the legality, but my understanding is that the State is not identifying any wrong whatsoever.

Governor: I see Mr. Monroe in the office. If I may ask him a quick question, Mr. Monroe, or that same question. Mr. Mohlenkamp's great, but he...

Clerk: (Inaudible).

Governor: Good afternoon, Mr. Monroe.

Mr. Monroe: Hi, Governor.

Governor: I have the Settlement Release and Waiver Agreement, and within it is paragraph three which is entitled “No Wrongdoing,” and there’s language in there that says essentially that the parties agree and acknowledge that this agreement shall not be construed or interpreted as an admission on the part of either party of any fault, liability or wrongdoing (inaudible) to compromise the dispute for the purpose of avoiding the expense and burden of further litigation. In other words, there is no future -- no one else who may be seeking a claim could construe this as an acknowledgement by the State that this case has a binding effect on the State.

Mr. Monroe: Correct.

Governor: That’s all I have. Thank you. Madam Attorney General, do you have any questions with regard to this Agenda Item 4A?

Attorney General: I do. Just a clarification, because it’s a little hard to hear what’s happening there in Carson City. Did I hear Mr. Mohlenkamp correctly say that if we were to pay out the 1.25 million out of the BOE Statutory Contingency Fund that leaves a balance of just a little over 200,000?

Clerk: Madam Attorney General, when you consider 4A and B together, if those both are approved by the Board, then that’s the amount that we would have left is something just over 200,000. So I was identifying that if both A and B -- 4A and B are approved. This obviously -- if just this approved, and B is not approved, then you would have an additional 274,000.

Attorney General: Okay. And so if A and B are approved and leaving only 200,000 for the remaining of the fiscal year obviously gives us all I think some concern. So did I also hear that you would be looking at other ways to replenish the fund?

Clerk: Yes. The option we have available to us right now until the legislature is in session is to pursue some IFC Contingency Fund allocation, and that is what I would be pursuing. Once we get into session, we would be looking at more of a supplemental appropriation at that point in time if that was necessary. So because I want to be prudent, and I’d rather have too much funds and have to revert some, I will probably be seeking an IFC Contingency Fund allocation, a couple hundred thousand, I’m not sure exactly what balance I’ll be looking for as I’m doing some analysis of claims from prior years to identify about how much we think we’re going to have for the remainder of the year.

Attorney General: Okay. Thank you.

Governor: I have no further questions or comments. Madam Attorney General, are you prepared to make a motion?

Attorney General: Yes. I would move for approval of Agenda Item No., what are we on here, 4A.

Governor: And would that be in sum of \$7,250,000, but it is described in the information that’s been provided in our binders?

Attorney General: That is correct, Governor.

Governor: Thank you. I will second the motion. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes unanimously.

B. DEPARTMENT OF ADMINISTRATION – \$274,443

The Department requests settlement approval in the amount of \$274,443 pertaining to a Settlement Agreement between the City of Reno, the Reno Redevelopment Agency, Washoe County, the Washoe County School District and the State of Nevada regarding the outstanding property tax increment dispute.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Move on to Agenda Item 4B. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Another settlement is before the Board. This is requesting to pay the Reno Redevelopment Agency an amount of \$274,443 to settle a dispute with regard to once again taxes that are claimed to have been in this case diverted to the -- I shouldn't say diverted, but not paid to the development authority. Instead those funds from the State's perspective were actually put into the (inaudible) fund. So this claim actually is pertaining to that settlement agreement of which the State is a very small participant, because our piece of the property taxes is very small compared to the county and the cities. Our piece is pretty small. This is a very complicated detailed piece. I've read it three times and I still am not intelligent enough to be able to reiterate it. I'm hoping that somebody from taxation or the attorney is here to be able to deal with this a little bit more intelligently than I can.

Governor: Mr. Mohlenkamp, you're more than adequate, but it is extremely complicated. I see the Director of Taxation is here, Mr. Nielson, and counsel as well. So if you -- I mean, my understanding is essentially there was a floor amount, and because of some changes in property taxes and such that we didn't pay as much as we were supposed to, and now we need to catch up with that amount. And I know that's an overly simplified explanation, but if you would please provide the status of this settlement.

Chris Nielson: Good morning, Governor. For the record, Chris Nielson, Director for the Department of Taxation. And you are correct, Governor. That is the 30,000-foot overview. It was discovered in working with the city about this time last year that there was a shortfall with the RDA allocation. And upon further review, it appeared that the statute had been not interpreted correctly, so we requested an Attorney General's opinion from the Attorney General's office, and we received such opinion, and Washoe County disagreed with that interpretation and the parties, including the city and the school district, have been working together to resolve the disputes. I believe the total amount of the variances is outlined in the

settlement agreement which is about \$4.1 million. And as Director Mohlenkamp had pointed out, the State's share which is attributable to the 17 cent debt service that the State receives on real property totals approximately I believe it's \$270-some thousand. But I have -- if you have any specific questions, Governor, if you want to get in the weeds, I have Terry Rubald from the department here if you have any really detailed questions, and I believe the City is here as well.

Governor: I don't. Thank you, Mr. Nielson. Just that this resolves this claim once and for all is well and correct.

Chris Nielson: Yes, Governor. It resolves this claim, and it also sets some mechanism to -- if there's a shortfall and in future years how that would be calculated, and again, the State's should -- it would be anticipated if there is a short fall that the State's share would be relatively insignificant.

Governor: I have no further questions. Madam Attorney General, do you have any questions?

Attorney General: Just a clarification. One, at least the backup documents that I have show that the Department of Admin is seeking 2.2 million from BOE, and I think that's the Washoe County amount, so we actually are only seeking \$274,443 for the State's amount that we are paying in. And then secondly, and maybe Mr. Nielson can address this, my understanding is that for past and future payments of tax revenue, there is also still a question about the unsecured role and that Department of Taxation will be providing an answer to that question; is that correct?

Chris Nielson: Yes, Madam Attorney General, that is correct. And there is a -- I believe it's an informal opinion that was issued by your office in the early to mid-'80s that appears to address that question, but I think the department will be formally answering that question, so that is correct.

Attorney General: And so is there a possibility that based on whatever that opinion is, and I'm sorry, I'm having trouble hearing you, but is there a possibility that you may be coming back to the State for more money because of your opinions based on this unsecured role analysis?

Chris Nielson: Madam Attorney General, no. I do not believe we will be coming back to the Board of Examiners for more money. I believe it's all set out in the agreement, and the mechanisms are put into place to account, regardless of how the Department of Taxation would weigh in on that issue.

Attorney General: Okay. Thank you. That's all I have, Governor.

Governor: Thank you very much. If there are no further questions, the Chair will accept a motion for approval of Agenda Item 4B.

Attorney General: Governor, I will move for approval of Agenda Item No. 4B in the total amount of \$274,443 as identified in the backup information.

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

***5. FOR POSSIBLE ACTION – REVIEW OF A CONTRACT WITH A FORMER EMPLOYEE**

A. OFFICE OF THE STATE CONTROLLER

Pursuant to Assembly Bill 240, Section 1, Subsection 3 of the 2011 Legislature, the Office of the Controller hereby seeks a favorable Board of Examiner’s recommendation regarding the Controller’s determination to use the emergency provision to use a temporary services contract from August 20, 2012 to December 14, 2012 to employ a former ARRA Report & Account Officer, for four days per week during the contract period, for the purpose of providing assistance to existing staff in completing the State’s Comprehensive Annual Financial Report (CAFR). The CAFR is an essential component of the state’s financial reporting and failure to complete the report in an accurate and timely manner could result in a negative impact to the State’s bond rating.

In the past two years, there has been a twenty-three percent turnover in experienced CAFR staff. In addition, another key CAFR employee may require catastrophic leave during the CAFR preparation period. This former employee previously worked for the State for 28 years, most recently in the Controller’s Office, and at the highest level of financial responsibility.

NRS 284.1729

3. “... If a department, division or agency contracts with a person pursuant to this subsection, the department, division or agency shall submit a copy of the contract and a description of the emergency to the State Board of Examiners, which shall review the contract and the description of the emergency and notify the department, division or agency whether the State Board of Examiners would have approved the contract if it had not been entered into pursuant to this subsection.”

Clerk’s Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

Governor: We will move on to Agenda Item 5.

Clerk: Thank you, Governor. Before the Board is another request for approval to contract with a former employee. In this case it’s the Office of the State Controller. They’re seeking approval to have a former employee come back to provide county-related services during the time in which they are completing the CAFR report. Specifically from August 20, 2012, so this is going back prior to this meeting, to December 14, 2012, and at that point in the time the services under this approval would have to terminate. If they were to seek to go -- if they wanted to continue this, they would have to come back before the Board for additional approval.

Governor: Thank you, Mr. Mohlenkamp. My first question is, I recall that this is an employee that we made a payment in a previous meeting of the Board of Examiners for a buyout I believe of \$180,000; is that correct, approximately?

Clerk: Yes. This particular individual left service and they did receive a buyout, I believe, of five years, and that totaled \$181,000.

Governor: And this request is temporary as you say, so if there's -- at least my review of the information that was provided by the Controller's office is this was simply to finish this CAFR report which is the State's Comprehensive Annual Financial Report, and to get them through that because they don't have the personnel to get it done, but thereafter I don't see any indication that they'll be seeking an extension of employment for this employee.

Clerk: I haven't received any information to suggest that the Controller's office wants to continue this beyond the December 14 timeframe. If they did, once again, they would have to come back before the Board, because what's agendaed is only through December 14, 2012. So anything beyond that would require approval. And in this case, the emergency provisions under AB240 allow them to go forward and execute this on their own, but any future, they would have to come back before and get prior approval from the Board. So it would have to be on one of the next couple Agendas if they needed to do that.

Governor: Do you know whether there's any effort to get somebody trained to be able to perform these functions so that we don't have to get -- so this doesn't get...

Clerk: Governor, I'd have to defer to the Controller's office on that.

Governor: Is there -- yes.

Susan Hart: Good afternoon, Governor, Madam Attorney General. This is Susan Hart for the Controller's office for the record.

Governor: Thank you, Ms. Hart. My question to the Director was whether there's an effort on behalf of the Controller's office to get somebody trained in this CAFR area, because that's the purpose of this temporary agreement is because a shortage of skills in the office. But once this contract terminates, will there be a person who's trained to perform those duties and functions?

Susan Hart: Absolutely, Governor. That's the intent of this contract is to bring our CAFR staff up to speed. As you remember from the materials, we had a lot of turnover in the past few years, and this will help us immensely to recapture that expertise.

Governor: What does a 23 percent turnover equal?

Susan Hart: Three out of nine people.

Governor: Three out of nine?

Susan Hart: Nine and a half, yeah.

Governor: All right. That's all I have. Madam Attorney General, do you have any questions?

Attorney General: No, I do not.

Governor: Thank you very much, Ms. Hart. Having no further questions, the Chair will accept a motion to approve the contract with a former employee on behalf of the Office of the State Controller.

Attorney General: Governor, I would move for approval of Item 5A.

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

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

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Division of Enterprise IT Services	2	\$66,406
Department of Conservation and Natural Resources – Division of Forestry	2	\$519,096
Total:		\$585,502

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General Seconded By: Governor Vote: 2-0

Comments:

Governor: We'll move on to Agenda Item No. 6, state vehicle purchase.

Clerk: Thank you, Governor. Before the Board are two requests. The first is from the Department of Administration, Division of Enterprise IT Services. I want to provide a clarification. It identifies two vehicles. This only covers one vehicle, and I've been advised by legal counsel that that adjustment can be made at the table. The amount for the one vehicle is correct. And you'll be seeing the second vehicle come back on a subsequent Agenda. Then the second is the Department of Conservation and Natural Resources, Division of Forestry, and this is for two fire trucks. When I looked at that dollar amount I was a little shocked, but it actually is the fire trucks that they use out in the field, and they -- I believe representatives are here if you have any questions.

Governor: Thank you, Mr. Mohlenkamp. And I have no questions with regard to the fire trucks. I'm sure they're needed, and they're getting a lot of use, correct, Mr. Anderson, or the ones that exist now. My question is not with regard to the validity of the purchase. I'm just curious. I'm starting to see this in a lot of agenda -- or a lot of these requests for the vehicles, is that this vehicle needs to be replaced for the safety of the employee. Now, I understand that

these are high-mileage vehicles. I think one of these has 138,000 miles, but it concerns me that if we put -- do we sell these vehicles once they're replaced?

Clerk: You know, I'm not sure if these particular vehicles are excessed or if they're actually sold at auction, and I think it's probably one of the two. I think in this particular case, both of these situations, we're dealing with people that are out there working out in the field, either out on mountain tops (inaudible) or out fighting fires and the extreme conditions that they're working under, and the remote locations is probably why they're talking about the safety issues. I think that's -- I'm guessing that's probably more to the point.

Governor: No. And I understand that perfectly. Again, I saw the materials that they -- indeed, these are State employees who are in remote places, but I think it gives some kind of an indication that perhaps the vehicle is unsafe and that it might create a liability issue down the line, so perhaps it could be phrased a little differently on resale.

Clerk: Thank you. We'll take a good look at that.

Governor: Thank you. I have no further questions with regard to this Agenda item. Madam Attorney General?

Attorney General: No, Governor. I would move for approval of Item No. 6.

Governor: I'll second the motion. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes unanimously.

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

**A. Debra Lopez and Daniel Marks, Esq. – TC 16293
Amount of Claim - \$105,000.00**

Recommendation: The report recommended that the claim be paid in the amount of \$105,000.00.

Motion By: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Agenda Item No. 7, tort claim.

Clerk: Thank you, Governor. So there is one claim for the Board to consider in the case of Debra Lopez and Daniel Marks. This is a claim of \$105,000, and I believe representatives are here to be able to provide any additional information you need.

Governor: Is there a representative here?

Attorney General: Governor, there is a representative down here in Las Vegas.

Governor: We have the whole state covered.

Nancy Bowman: We do, Governor. This is Nancy Bowman, Tort Manager for the State, and in Las Vegas we've got Richard Hinckley and Diane Welch who are counsel for Southern Nevada - for College of Southern Nevada.

Governor: Thank you. And we have the amount of the settlement is \$105,000, correct?

Nancy Bowman: Yes, that is correct.

Governor: And that is for -- that will resolve all claims against the State?

Nancy Bowman: That is correct.

Governor: And there is a recommendation from the Attorney General's office that this is a good settlement?

Nancy Bowman: It is, Governor. The claimed potential damages if the case were to go to a jury and an adverse judgment could have resulted in a judgment of over 500,000 against the State. The original EEOC complaint had demands of over 800,000.

Governor: And part of the motivation to resolve the case is the witnesses aren't available; is that accurate?

Nancy Bowman: That is correct. Ms. Lopez's direct supervisor has since deceased. Two of other key witnesses live out of state, and the incident happened in about 2007, so because of that time as well, damages would also be increased.

Governor: And, Mr. Hinckley, were you handling this case, or did we have outside counsel?

Richard Hinckley: Governor, we were handling that case.

Governor: All right. And then was there an estimate with regard to the State's exposure on attorney's fees as well in addition to the damages?

Nancy Bowman: Richard, do you know for sure if we had that estimate on attorney's fees?

Richard Hinckley: Sure. Based on prior experience and also taking a look at the elements in this case, if there had been a judgment against us, then the attorney's fees and costs we would conservatively estimate at over \$100,000.

Governor: And final question is, I see that the case was presented to a Magistrate in an early neutral evaluation. So is this settlement -- was it motivated by the findings of that settlement judge?

Richard Hinckley: I couldn't hear the last of the question, but the settlement is consistent with that mediation process, and it's also, I think, helpful to know that the Magistrate that dealt with this recently was general counsel at a large entity that employed many public employees and had good insights, and offered, I think, both parties encouragement towards the end result of this settlement which should be one more encouraging factor as to the outcome.

Governor: That's all I have. Thank you very much. Madam Attorney General, do you have any questions?

Attorney General: No, I do not, Governor.

Governor: Thank you. The Chair will accept a motion for approval of the tort claim in the sum of \$105,000 as described in Agenda Item No. 7.

Attorney General: I move for approval.

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

***8. FOR POSSIBLE ACTION – VICTIMS OF CRIME FY 2012 REPORT**

DEPARTMENT OF ADMINISTRATION– VICTIMS OF CRIME

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 a proportional decrease in claim payments.

The fiscal year 2012 Victims of Crime Program report states all approved claims were resolved totaling \$24,255,504.52, with \$6,109,634.27 paid out of the Victims of Crime Program account and \$18,145,870.25 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$4.6 million to help defray crime victims' medical costs.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Agenda Item No. 8, Victims of Crime report.

Clerk: Thank you, Governor. Before the Board is an annual report and it summarizes that out of claims resolved totaling over \$24 million, with actual payments of just a little over \$6.1. So I think one of the things that's really triggered or identified is that the process that we use within Victims of Crime actually saved over \$18 million in claim resolution that we didn't have to pay out. I think Rebecca Salazar is down in Vegas to be able to provide any additional information like, but I think this shows future reserves that are available, and a program that seems to be going very well.

Governor: Thank you. And, Ms. Salazar, I have no questions, I only have compliments to give. I think you guys are doing a great job and I really appreciate your hard work.

Rebecca Salazar: Thank you, Governor.

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

Attorney General: Governor, I would echo your comments. You know, I've been working with the compensation fund for a number of years now, and they do a phenomenal job. This is the first report that I've seen though where we actually -- it looks like we have reserves for the future, and we've been able to actually help more victims during this past fiscal year. So thank you very much for the hard work that you do, and quite frankly, with really few staff. How many staff in total at the Victims of Crime?

Rebecca Salazar: Seven statewide.

Attorney General: Seven statewide, so it's a phenomenal job. So thank you very much.

Rebecca Salazar: Thank you very much, I appreciate that.

Governor: Thank you. Madam Attorney General, are you prepared to make a motion to approve the report?

Attorney General: Yes, Governor. I move for approval of Agenda Item No. 8, the Victims of Crime Fiscal Year 2012 report.

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

***9. FOR POSSIBLE ACTION – LEASES**

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

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Move on to Agenda Item No. 9, leases. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board are five leases for consideration. I would point out that while we don't -- are not seeing quite as many with a substantial savings, and I think, you know, I don't think we're done yet. We're still going to get some more. Item No. 4 actually does have substantial savings, you know, relatively substantial, \$130,000 over the term, and so we're still seeing some of these come through.

Governor: Thank you, Mr. Mohlenkamp. And my compliments to whoever negotiated that lease and provided that savings to the State. I have no questions with regard to leases described as 1 through 5 in Agenda Item No. 9. Madam Attorney General, do you have any questions?

Attorney General: Governor, I have no questions. I would move for approval of Agenda Item No. 9.

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

***10. FOR POSSIBLE ACTION – CONTRACTS**

Eighty-Two independent contracts were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Agenda Item No. 10, contracts. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before for the Board are 80 -- it looks like my (inaudible) a little off here, but 82 contracts for consideration. I do want to point out that Item 16, the agency has requested that be withdrawn at this point in time, and that'll probably appear on a future Agenda.

Governor: Thank you, Mr. Mohlenkamp. I have asked to hold Contracts 13, 20, 28, 29, 57, 59, 60, and that's all I have. Madam Attorney General, did you have any particular contracts you wanted to hold?

Attorney General: No, Governor.

Governor: Okay. We'll begin with Contract 13, which is the Department of Administration and Las Vegas Rescue Mission.

Kimberlee Tarter: Good morning, Governor. For the record, Kimberlee Tarter, Deputy Administrator with the Purchasing Division.

Governor: Good afternoon, Ms. Tarter. Just a simple question is that we have several of these types of contracts, and I see the Las Vegas Rescue Mission is a new one; is that correct? It says on here a new contract.

Kimberlee Tarter: It is a new contract, but it's not a new business relationship. We have done business with the Las Vegas Mission and several other non-profits to provide food for our emergency food assistance program for low-income families.

Governor: No. And I assure you I'm not here to question policy and the validity of providing these, but is there -- what goes into the decision-making process with regard to which providers you choose to distribute the food?

Kimberlee Tarter: Actually, we enter into these arrangements through a request for qualifications process that the Purchasing Division does facilitate for our quantity food program. We have qualifications, very straightforward ones that we've put out there and for a great extent it's regional. So anybody that can meet the qualification that is willing to distribute the food essentially responds and identifies which region they were willing to provide assistance to. And then we work with them in providing that food, and it's a pass through a federal program. The other thing that's important to note is that those qualifications are essentially those that are established by the USDA, and so we're a gatekeeper for that.

Governor: And is Three Square the central clearinghouse and then these others get their food from there? How does the food get to each one of these providers?

Kimberlee Tarter: Actually, the Purchasing Division is the clearinghouse for the food. We have a warehouse in Reno, and we have a warehouse in Las Vegas, and the food comes to our warehouses. We also have warehouses that have chillers and we bring the food in and it's -- the program is married up with our Excess Property Program, so essentially when we distribute the food to these food programs, we try to keep our trucks full running both ways, so if the food comes into our warehouse and then we load it in the trucks, distribute it out to the non-profit to distribute to the community. As we do that, we work with State agencies to then bring their excess property back with us to our warehouse. So it is as efficient a program as we can possibly make it.

Governor: And I thank you for that, and I guess the bottom line is, I see these one-pagers and I don't understand completely how -- mechanically how it all works, and so I appreciate your giving me that information. So I have no further questions on that.

Kimberlee Tarter: Great. Thank you very much.

Governor: Madam Attorney General, did you have any questions?

Attorney General: No, Governor. I do not.

Governor: Thank you, Ms. Tarter. Next item is the Department of Education. Good afternoon, sir.

Richard Vineyard: Good afternoon, Governor. I'm Richard Vineyard from the Office of the Assessment Program and Accountability Curriculum at the Department of Education.

Governor: And similar to what the last Agenda Item is, that this is a new contract that is connected with our collecting information, so I was just interested in I guess a little more specifics as to how this contract is going to work and how the Department of Education will benefit from that.

Richard Vineyard: Okay. Thanks for the opportunity. We're engaging in this contract to expand and enhance our current student information system that we use to collect student information data from all the districts. And since we've been recently granted the waiver under the No Child Left Behind Act, it will allow us to collect and calculate and produce the reports we need for the new Nevada school performance framework. In addition to the kinds of things we collect now, it will also allow us to produce new reports that will be available to the public even on an iPad or an iPhone, and let us do data analysis to see if there are anomalous changes in data that we might want to look into. It's going to allow us collect more data and actually the different kinds of data sets than we currently collect, because we'll need them to populate the tables that we use to calculate the school performance categories, you know, whether it be under the new framework, whether it be for one-star school up to a five-star school, and to produce those reports in ways that will be transparent to the public and easy to understand.

Governor: All right. So you say iPad and iPhone. I'm literally a parent of a third grader. You know, I think I walk in the shoes of a lot of parents. How will this be beneficial to me as I seek information with regard to the education of my child?

Richard Vineyard: My understanding is that once the system is fully developed -- we currently have the Nevada report card which is online and it's a very good system. We're going to -- the contract that we're engaging in under this proposal will actually open a new report card that will have more information on it, and so not only will you be able to go in and look at schools to compare how schools are doing, you'll be able to look at growth within schools, you'll be able to compare schools to each other, you'll be able to look at eventually how teachers in those schools are doing relative to being effective educators or highly effective educators. And, again, that will be available on the computer from us at the Department of Education or on a variety of mobile applications, so it will be more accessible than it's ever been to the public.

Governor: That's excellent. Do you have an estimate of how long it will take for it to go be available?

Richard Vineyard: Well, we're starting the contract hopefully as soon as this -- as soon as we get approval, and we're hoping that this system will be fully operational within the next two years.

Governor: That's all I have. Madam Attorney General, do you have any questions?

Attorney General: No, Governor, I do not.

Governor: Thank you. That was very helpful. Next are Agenda Items 28 and 29.

Steve Fisher: Good afternoon, Governor, Board members. For the record, Steve Fisher, Deputy Administrator for the Division of Welfare and Supportive Services.

Governor: Good afternoon, Mr. Fisher, and I recall approving these contracts before. And, again, I have no -- I'm not questioning the validity and policy of these, but what we're seeking to

do and we're spending close to \$900,000 to improve the likelihood that recipients (inaudible) benefits will make healthy food choices. So do we -- how do we measure whether we're accomplishing that goal?

Steve Fisher: Well, for example, the contract that you're talking about is a contract with University of Nevada Reno in the south. Just for example, in 2011, they provided education to approximately 13,500 Nevadans, so we track who goes through these different classes. They provide up to 15 different programs, different classes all the way from mother breastfeeding classes all the way through to seniors. They partner with the WIC program, food distribution programs, children's nutrition programs. They support the fresh fruit and vegetable programs available for schools, and so and so forth. So I don't if that -- does that answer your question?

Governor: Sort of. And, again, you know, we get these reports that Nevada's is not really up there when it comes to these types of issues, and so I guess where I'm going is, how do we know that we're starting to -- that the clients are clients are starting to make better choices as a result of these programs. Do we know that?

Steve Fisher: I don't know the answer to that question.

Governor: And I'm not, you know, I'm just trying to see...

Steve Fisher: No, I understand. Exactly.

Diane Comeaux: Good afternoon. For the record, I'm Diane Comeaux. I serve as the Administrator for the Division of Welfare and Supportive Services. The money that we use to support this comes to us through a federal grant and we have outcome measures that we have to report on every year to the USDA on whether or not, you know, they test after the training and they go back and follow up with them after the training too, and that's how we know when they're not making good choices. All of the USDA programs that do provide food throughout Nevada have a training component and an outreach component, and I think you're aware we're doing a strategic plan for that. One of the processes or one of the things we're looking at as part of that strategic plan is pooling all of those resources together to be more strategic in the populations that we target for those training. These contracts go through a year, and the plan has already been approved by the USDA for the next year, so the target is for them to start with the planning for the next grant cycle.

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

Attorney General: No, Governor.

Governor: Before you leave, Ms. Comeaux, I was hoping you would come to the table. Just take this opportunity to thank you for your service to the State. I understand that you will be leaving State service in the very near future, and just really appreciate all that you've done in all your different responsibilities and capacities in your State service. So thank you for what you've done and best of luck to you in your future endeavors.

Diane Comeaux: Thank you.

Governor: Thank you, Mr. Fisher. Next is 57, 59, and 60, all Department of Corrections. It's always a pleasure, Director Cox. I mean that in the most affectionate way.

Greg Cox: Thank you, Governor. Good afternoon, Madam Attorney General. I'm here to answer questions in regards to 57, which concerns American Benefit Plan Administrators, now Zenith American, concerning their cost containment efforts and their administration services for the department in regards to medical claims made by inmates and outpatient services.

Governor: And you've anticipated my first question. It was simply how is that utilization going? How are they performing?

Deborah Reed: Let me give you -- Deborah Reed for the record. I'm the Deputy Director of Support Services at the Department of Corrections. The ABPA contract, Zenith American, is a third-party claims administrator. It works very similar to our HealthSCOPE that we use as State employees. We go through, what is it, Hometown Health who approve the claims, do the PPO, you know, that's the PPO network, and then HealthSCOPE pays the bills. And that's what ABPA does for the Department of Corrections. What basically they do is they avoid collusion or fraud for us. We don't get involved in reviewing each and every claim that is sent to the department. It's just a hands back, hands off and they review and they basically protect the department.

Governor: And obviously you're satisfied with their performance given the extension of the contract.

Deborah Reed: Very satisfied. I don't think we would -- it would be very costly for us to have staff do that, to train the staff, to keep the staff going to review all the claims. Another thing that they do too is they review to make sure that it's actually the inmates that we're paying claims on. The example that our administrator gave us today was an inmate being released and going to the hospital two weeks after release, and that's one of the things that they check for.

Greg Cox: Governor, Greg Cox, again, Director. We constantly update that list we provide to them to ensure that someone doesn't go in and get those types of services and then charge them back to the department or the State.

Governor: Thank you. And we'll move on to 59, and I understand this contract is the result of the settlement of that kosher food case.

Greg Cox: Madam Attorney General and Governor, we are still -- currently we have a fairness hearing scheduled October 10. We've been working very closely with the Attorney General's senior (inaudible) in the Attorney General's office to resolve this case. The case is -- the hearing has been put off a number of times as a result of court calendars and the ability of the plaintiff's attorney. It is scheduled for October 10 of this year, so I'm hoping that we'll come to some type of resolution at that time and comply with what the court orders are.

Governor: This would -- this is an important component of that resolution.

Greg Cox: Governor, Greg Cox, again. Absolutely. We've worked with other states, in this case Colorado, finding an expert that deals with kosherization of kitchens and kosherization of food products, and various restaurants and the Colorado Department of Corrections. Working with him and then working with courts and of course the Attorney General's office, we believe this going to help reduce our risk and liability for the department in the future. We are coming along very close now to being at the end of this.

Governor: Thank you. And before I move on to the next contract, Madam Attorney General, did you have any questions on these previous items?

Attorney General: No. Governor, I appreciate Director Cox's comments. I know this has been an ongoing issue that they and my staff have been working on, so I think there is a good resolution here, so I appreciate all of his hard work as well.

Greg Cox: Thank you.

Governor: And then finally with regard to Contract 60, that is associated with the Second Chance Adult Re-Entry demonstration project, and my question simply is, how is that doing? We all want to avoid...

Greg Cox: Regards -- Governor, Greg Cox. We're looking at several things that we're doing with the contract. I've met with all the staff associated with the contract, our re-entry staff, also our contract monitor. The Second Chance Act grant ends effective September 30, and this provides for continued care what we would say wrap-around services to the inmates in regards to vocational substance abuse training, and also quite frankly even clothing, medical, mental health and some potential for housing and things like that to ensure that they have...

****Due to technical difficulties the rest of the minutes are not verbatim.****

***11. 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: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

The master service agreements were approved.

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

Public comment was given by Andrew Clinger, City Manager of Reno.

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

Motion By: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

Respectfully submitted,

JEFF MOHLENKAMP, CLERK

APPROVED:

GOVERNOR BRIAN SANDOVAL, CHAIRMAN

ATTORNEY GENERAL CATHERINE CORTEZ MASTO

SECRETARY OF STATE ROSS MILLER

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
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Date: September 19, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Julie Strandberg, 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.

DEPARTMENT OF PUBLIC SAFETY- DIVISION OF EMERGENCY MANAGEMENT
Caughlin Fire

Agenda Item Write-up:

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.

Additional Information:

At the May 8, 2012 Board of Examiners meeting the Board approved an extension to November 18, 2012; however, additional time is being requested, based on recent information that FEMA has not completed the review of the Fire Management Assistance Grant documentation, submitted by the state. While FEMA has not indicated a definite response date, the department is cognizant of the duration of response time given past experience.

Statutory Authority:

Pursuant to NRS 353.2755 (2) the initial request for a grant or loan from the Disaster Relief Fund must be submitted within 60 days after the disaster and include specific information mentioned

in statute. Any additional information requested by the State Board of Examiners must be submitted within 6 months after the disaster, which was May 18, 2012, unless the State Board of Examiners and the Interim Finance Committee grant an extension.

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

Brian Sandoval
Governor



Chris Perry
Director

Christopher B. Smith
Chief

**Division of Emergency Management
Homeland Security**

2478 Fairview Drive
Carson City, Nevada 89701

Telephone (775) 687-0300 • Fax (775) 687-0322 • <http://dem.state.nv.us/>

September 18, 2012

Ms. Julie Strandberg
Budget Analyst
Department of Administration
209 E. Musser St.
Carson City, NV 89701

Dear Ms. Strandberg:

Subject: Time extension request to submit applications for the Nevada Disaster Relief Account (DRA) for the Caughlin Fire.

The Nevada Division of Emergency Management (NDEM) requests a time extension for the submission of DRA applications, and their supporting documentation, to June 1, 2013. NDEM is asking for additional time, based on recent information that FEMA has not completed the review of the Fire Management Assistance Grant documentation, submitted by the state. The time extension request is made on behalf of the City of Reno, Sierra Fire Protection District, Truckee Meadows Fire Protection District, Washoe County, Department of Public Safety agencies (NDEM and Highway Patrol), and the Nevada National Guard.

As you may be aware, once the final eligible costs are approved by FEMA, it will reimburse the agencies 75% of those eligible costs. The state and local agencies mentioned above are responsible for the remaining 25% cost share, plus costs identified as ineligible under FMAG funding. Once these unfunded costs are determined, each of these applicants will provide NDEM completed DRA applications. NDEM will review the full package and determine if the costs are appropriate for State reimbursement. NDEM will then submit the application to the Department of Administration for its review, and the approval of the Clerk of the Board.

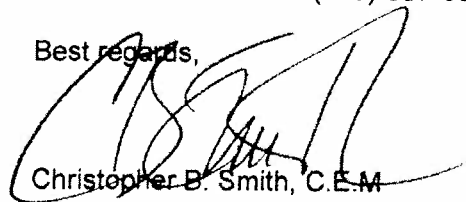
Please note that NDEM cannot determine when FEMA will approve the FMAG award and additional requests for time extensions may be necessary.

Approval of this initial request will allow NDEM to continue monitoring FEMA's processing of the FMAG application, provide assistance to applying state and local agencies, and deliver a thorough and complete package for approval of the state's DRA administering agencies.

Ms. Julie Strandberg
Page 2
September 18, 2012

Thank you for your consideration of this request. Should you have any questions, please contact Rick Martin at (775) 687-0306, or Ron Hood at (775)687-0319.

Best regards,



Christopher B. Smith, C.E.M

rh

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
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Date: September 19, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Julie Strandberg, 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.

DEPARTMENT OF PUBLIC SAFETY– DIVISION OF EMERGENCY MANAGEMENT
Washoe Drive Fire

Agenda Item Write-up:

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.

Additional Information:

At the May 8, 2012 Board of Examiners meeting the Board approved an extension to January 19, 2013; however, additional time is being requested, based on recent information that FEMA has not completed the review of the Fire Management Assistance Grant documentation, submitted by the state. While FEMA has not indicated a definite response date, the department is cognizant of the duration of response time given past experience.

Statutory Authority:

Pursuant to NRS 353.2755 (2) the initial request for a grant or loan from the Disaster Relief Fund must be submitted within 60 days after the disaster and include specific information mentioned

in statute. Any additional information requested by the State Board of Examiners must be submitted within 6 months after the disaster, which was May 18, 2012, unless the State Board of Examiners and the Interim Finance Committee grant an extension.

REVIEWED: <u> W </u>
ACTION ITEM: <u> </u>

Brian Sandoval
Governor



Chris Perry
Director

Christopher B. Smith
Chief

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Homeland Security**

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September 18, 2012

Ms. Julie Strandberg
Budget Analyst
Department Of Administration
209 E. Musser St.
Carson City, NV 89701

Dear Ms. Strandberg:

Subject: Time extension request to submit applications for the Nevada Disaster Relief Account (DRA) for the Washoe Drive Fire.

The Nevada Division of Emergency Management (NDEM) requests a time extension for the submission of DRA applications, and their supporting documentation, to August 1, 2013. NDEM is asking for additional time, based on recent information that FEMA has not completed the review of the Fire Management Assistance Grant documentation, submitted by the state. The time extension request is made on behalf of the Sierra Fire Protection District, Truckee Meadows Fire Protection District, Washoe County, Department of Public Safety agencies (NDEM, Highway Patrol, Division of Investigations), and the Nevada National Guard.

As you may be aware, once the final eligible costs are approved by FEMA, it will reimburse the agencies 75% of those eligible costs. The state and local agencies mentioned above are responsible for the remaining 25% cost share, plus costs identified as ineligible under FMAG funding. Once these unfunded costs are determined, each of these applicants will provide NDEM completed DRA applications. NDEM will review the full package and determine if the costs are appropriate for State reimbursement. NDEM will then submit the application to the Department of Administration for its review, and the approval of the Clerk of the Board.

Please note that NDEM cannot determine when FEMA will approve the FMAG award and additional requests for time extensions may be necessary.

Approval of this initial request will allow NDEM to continue monitoring FEMA's processing of the FMAG application, provide assistance to applying state and local agencies, and deliver a thorough and complete package for approval of the state's DRA administering agencies.

Ms. Julie Strandberg
Page 2
September 18, 2012

Thank you for your consideration of this request. Should you have any questions, please contact Rick Martin at (775) 687-0306, or Ron Hood at (775)687-0319.

Best regards,

Christopher B. Smith, C.E.M

rh



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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Date: September 19, 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.

DEPARTMENT OF ADMINISTRATION – PURCHASING DIVISION


Agenda Item Write-up:

To augment SAM 0323 to clarify there is a two-step process to acquire Board of Examiners approval of contracted relationships with the State and former employees; 1) document the relationship between the State and former employee for BOE consideration and if approved, 2) submit a contract to BOE between the State and former employee.

Additional Information:

Statutory Authority:

NRS 284.1729 and SAM 0323.

REVIEWED: 
ACTION ITEM: _____

REQUEST FOR CHANGES TO THE STATE ADMINISTRATIVE MANUAL (SAM)

Agency Code: 083

Department: Administration

Division (if applicable): Purchasing Division

Appointing authority: Greg Smith

Agency contact (name, phone and e-mail): Kimberlee Tarter, 775-687-0196, ktarter@admin.nv.gov

1. Reason/purpose for requested change:

To clarify the contracting process for agencies seeking to contract with either current and former State employees.

2. Existing and recommended language in SAM (*blue bold italics*) is new language being proposed and ~~red strikethrough~~ is deleted language being proposed).

The contracting process for a department, division or agency of the State that intends to contract with a current or former State employee is a two-step process. The proposed relationship between the State and a current or former employee must be documented using the forms prescribed in this section and submitted to BOE for consideration. Subject to approval of the relationship by the BOE, the agency may then execute the contract and in accordance with current contract policy submit it to the BOE.

3. Explain how the recommended change(s) will benefit agencies or create consistencies or efficiencies, etc. (provide examples if applicable):

The changes will help agencies comply with the requirements of NRS 284.1729 (Assembly Bill 240), and when contracting with current and former State employees.

4. Will recommended change have a fiscal impact (if yes, explain):

No.

5. Proposed effective date: Upon approval

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

0323 – Contracts with State Employees, Former State Employees and Secondary Employment

This section relates to current or former employees who contract with the State to provide services, and certain contracts with business entities who employ current or former state employees. Additionally, this section addresses the responsibilities of current employees who hold outside employment.

The contracting process for a department, division or agency of the State that intends to contract with a current or former State employee is a two-step process. The proposed relationship between the State and a current or former employee must be documented using the forms prescribed in this section and submitted to BOE for consideration. Subject to approval of the relationship by the BOE, the agency may then execute the contract and in accordance with current contract policy submit it to the BOE.

1. Definitions of Employee For purposes of this section,
 - a. Current employee is a person who is an employee of an agency of the State;
 - b. Former employee is a person who was an employee of any agency of the State at any time within 24 months preceding the commencement date of the proposed contract.

Note: Employees of the Nevada System of Higher Education (NSHE), Boards and Commissions are considered State employees.

2. BOE Pre-Approval Required

Before any department, division or agency of the State may execute a contract for services with a current employee, a former employee, or a person employed by the Nevada Department of Transportation (NDOT) for transportation projects that are entirely funded by federal money and the term of the contract exceeds 4 years, the Board of Examiners (BOE) must give pre-approval for entering into a contract with that person. (As noted in section 5 below, contracts executed by NSHE, Boards and Commissions and certain other contracts do not require BOE pre-approval) This pre-approval does not constitute approval of the contract terms, but only approval to contract with the particular current employee or former employee.

A limited exception exists for contracts less than four months determined by the department, division or agency to constitute an emergency situation necessitating a contract with a current or former employee.

A department, division or agency of the State may seek blanket pre-approvals from BOE for former employees who work in seasonal, intermittent or other temporary capacities if the person will be performing or producing services for which the business or entity is employed. For example, five seasonal snow plow drivers terminate their employment at the end of winter. The drivers are later hired by construction companies to drive trucks as part



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
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Date: September 7, 2012

To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration

From: Katrina Nielsen, Budget Analyst IV
Budget Division

A handwritten signature in cursive script that reads "Katrina Nielsen".

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 EMPLOYMENT, TRAINING & REHABILITATION

Agenda Item Write-up:

A. Department of Employment, Training & Rehabilitation (DETR)

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.

Additional Information:

Previous approval was granted to contract with this employee at the July 13, 2012, Board of Examiners' Meeting, which was effective upon approval through September 30, 2012. DETR intended to utilize this employee to train an ESD program Management Analyst III but the incumbent accepted a promotion at another agency. It is anticipated that this vacant position will be filled by the end of September, but this delays the training beyond the expiration of the original request.

Due to significant turnover in DETR's Financial Management Section the department is requesting to extend the contract with a former employee, John Macnab, who previously worked at DETR from November 1992 to June 2011 when he retired. This former employee was the Deputy Chief Financial Officer responsible for administration and oversight over the Financial Management Section. The employee will be working for DETR through Manpower Temporary Services.

The current Chief Financial Officer, Deputy Chief Financial Officer, and the Employment Security Division/Administration Budget Manager have not previously prepared DETR's biennial budgets and the Administrative Services Officer IV is new to the agency. In addition, the Budget and Fiscal Analysis Manager is a new hire with no state or DETR budget experience, and one Management Analyst II in the Budget Unit has no biennial budget experience.

Statutory Authority:

AB240 (1)(2)

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

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

CHAPTER.....

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

Legislative Counsel's Digest:

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



BRIAN SANDOVAL
GOVERNOR



FRANK R. WOODBECK
DIRECTOR

OFFICE OF THE DIRECTOR

September 6, 2012

To: Jeff Mohlenkamp
Director, Department of Administration
Clerk, Board of Examiners

Through: Katrina Nielsen
Budget Analyst

From: Frank R. Woodbeck
Director

Subject: Authorization to Extend the Date to Contract with a Former Employee

The Department of Employment, Training and Rehabilitation (DETR) is requesting authorization to extend the date to contract with a former employee, John Macnab, to advise and assist with the preparation of the Department's biennial budget for State Fiscal Year 14-15. The current Chief Financial Officer, Deputy Chief Financial Officer, and the Employment Security Division (ESD)/Administration Budget Manager have not prepared DETR's biennial budgets in the past and the Administrative Services Officer IV is new to the agency. The Budget and Fiscal Analysis Manager is a new hire with no State or DETR budget experience, and one Management Analyst II in the Budget Unit has no biennial budget experience. The other Management Analyst II has experience with Rehabilitation Division budgets only. It was DETR's intention to have Mr. Macnab provide training to ESD program staff for program level executive budget preparation and on-going monitoring of division budgets. This training was delayed because the staff person who was to receive this training promoted to a position with another agency. ESD anticipates that this key position will be filled by the end of September, but this will delay training beyond the expiration of the original request.

DETR/ESD would like to request an extension of this contract through January 18, 2013.

Thank you.

tln

Attachment

Authorization to Contract with a Former Employee

Former Employee Name: John A. Macnab
Former Employee ID number: 03188
Former Job Title: Deputy Chief Financial Officer (ASO III)
Former Employing Agency: DETR
Former Class and Grade: 7.216 – Grade 41-10
Employment Dates: 11/23/92 – 6/24/11
Contracting Agency: DETR

Please check which of the following applies:

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

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

a. Summarize scope of contract work.	Advise and assist with preparation of Department's biennial budget for SFY 14-15.
b. Document former job description.	Responsible for providing administration and oversight over the following Department Financial Management Units: Budget and Fiscal Analysis; Accounting and Reporting, Purchasing and Inventory, and Special Projects. This included responsibility for managing workload, workflow, staffing, and other resources.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	<p>Yes.</p> <p>Statewide contract is with Manpower; therefore, no specific clause is included, but it is planned that contractor will provide guidance and training to senior Financial Management staff and Budget and Fiscal Analysis staff through the upcoming budget process.</p> <p>Will also provide training to program staff responsible for program level executive budget preparation and ongoing monitoring of division budgets.</p>
d. Explain why existing State employees within your agency cannot perform this function.	The current Chief Financial Officer (ASO IV), Deputy Chief Financial Officer (ASO III), and the Employment Security/Admin Budget Manager (ASO II) have not prepared DETR biennial budgets, and the ASO IV is a new to the agency. The Budget and Fiscal Analysis Manager is a new hire with no State or DETR budget experience, and one Management Analyst II in the Budget unit has no biennial budget experience. The other Management Analyst II has experience with Rehabilitation Division budgets only.
e. Document if the individual overseeing or establishing the	No.

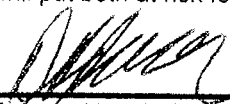
contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	\$ 45
g. List the range of comparable State employee rates.	ASO III-10 to ASO IV-10 \$ 41.54 - \$ 47.74
h. 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?	N/A.
i. Document justification for hiring contractor.	


Comments:

The general purpose of this request has not changed, but the division would like to request an extension of this contract through the January 18, 2013. The training noted above was delayed because the staff receiving training promoted to a position with another agency. ESD anticipates that the position will be filled by the end of September, but this will delay the training beyond the expiration of the original request. January 18th was selected to give the new staff time to experience at least two monthly cycles of the financial reports and develop a system of providing analysis and budget information to Employment Security Division administration. It will also provide a resource to Financial Management and ESD to assist with the Governor Recommends phase of the budget.

This contract will provide crucial support for the Department's executive budget preparation process during a period of staff and personnel transition in the department. It will provide the opportunity for training and knowledge transfer that would otherwise be very difficult to provide.

If this contract is not approved, resources would have to be diverted from the administration of the two major program divisions in the department: the Employment Security Division and the Vocational Rehabilitation Division. This would cause significant impact to the ongoing administration of those divisions and will put both at risk for operational failures.

 9/6/12
 Contracting Agency Head's Signature and Date

 9/7/12
 Budget Analyst

Clerk of the Board of Examiners

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: September 7, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Nikki Hovden, Budget Analyst V 
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 HEALTH AND HUMAN SERVICES – DIRECTOR'S OFFICE

Agenda Item Write-up:

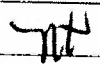
Pursuant to Assembly Bill 240, Section 1 of the 2011 Legislature, Capgemini Government Solutions, LLC requests authority to contract with a former state employee who will provide assistance in meeting the accelerated deadlines and deliverable associated with the implementation terms, conditions and requirements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

Additional Information:

The Director's Office has contracted with Capgemini Government Solutions, LLC since 11/9/10. They would like to engage on a subcontract basis with a former state employee of the Health Division, Alicia Hansen.

Statutory Authority:

AB240

REVIEWED: 
ACTION ITEM: _____

d. Explain why existing State employees within your agency cannot perform this function.	While the positions funded by Nevada's ARRA HITECH State HIE Cooperative Agreement can perform some of the functions required to implement the State Health IT Plan, there are staff work capacity and technical knowledge limitations. Capgemini's technical assistance is necessary for meeting the accelerated deadlines and deliverables associated with the implementation terms, conditions and requirements of the grant and mitigating the risk of incurring additional non-federal grant match.
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 <u>NAC 284.750</u> .	The State Health IT Coordinator, who oversees this contract, is not related to the contractor.
f. List contractor's hourly rate.	
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	Capgemini would like to add Ms. Hansen to the NV team because of her general statistical and financial analysis knowledge and expertise. She would provide onsite project assistance; research and analyze governance models being deployed by other State HIE programs; create draft policy and procedure content for the Nevada HIE; assist with the development of a unique patient identifier, as the basis for the HIE's Master Patient Index; assist with the coordination and facilitation of internal and external key HIE stakeholder meetings, workshops, and/or presentations; research and analyze sustainable HIE business model options; and assist with the written report of the Statewide Health IT Assessment.

Comments: Attached are the following supporting documents:

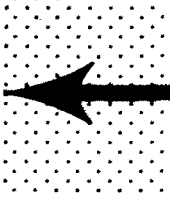
- 1) Capgemini Contract #11647: Amendment #5 - adds missing contract language regarding hiring former State employees
- 2) Capgemini's letter of request to hire Alicia Hansen for Contract #11647

M. J. [unclear] 9-5-12

Contracting Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners



AMENDMENT #5 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

Department of Health and Human Services
Director's Office
4126 Technology Way, Suite 100
Carson City, Nevada 89706
Phone: 775-684-4000 Fax: 775-684-4010

and

Capgemini Government Solutions, LLC
2250 Corporate Park Drive, Suite 410
Herndon, Virginia 20171
Phone: 571-336-1600 Fax: 571-336-1700

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original contract, dated November 10, 2010 attached hereto as Exhibit A, Amendment #1 dated June 30, 2011 attached hereto as Exhibit B, Amendment #2 dated September 30, 2011 attached hereto as Exhibit C, Amendment #3 dated December 27, 2011 attached hereto as Exhibit D, and Amendment #4 dated March 13, 2012 attached hereto as Exhibit E remain in full force and effect with the exception of the following:

- A. Contract amendment to add provisions that have been added as standard language to the State of Nevada Contract for Services of Independent Contractor.

Current Contract Language:

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES. No language included.

ASSIGNMENT OF ANTITRUST CLAIMS. No language included.

Amended Contract Language:

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. "**Current State Employee**" means a person who is an employee of an agency of the State. "**Former State Employee**" means a person who was an employee of any agency of the State at any time within the preceding 24 months.


30. NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES. Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.

31. ASSIGNMENT OF ANTITRUST CLAIMS. Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

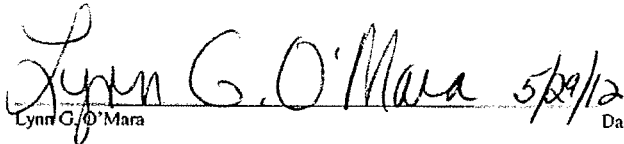
2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract), Exhibit B (Amendment #1), Exhibit C (Amendment #2), Exhibit D (Amendment #3), and Exhibit E (Amendment #4) are attached hereto, incorporated by reference herein and made a part of this amended contract.


3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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



5/25/12 President & CEO
Independent Contractor's Signature Date Independent's Contractor's Title


Lynn G. O'Mara 5/29/12 Nevada State Health IT Coordinator
Lynn G. O'Mara Date Title

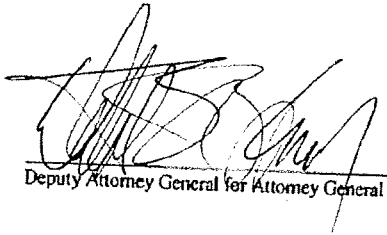

for Michael J. Willden 6/12/12 Department of Health and Human Services, Director ASQ III
Michael J. Willden Date Title


for Jeff Mohlenkamp
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 6/15/12
(Date)

Approved as to form by:



Deputy Attorney General for Attorney General

On 5/30/12
(Date)

Capgemini Government Solutions LLC
2250 Corporate Park Drive Suite 410
Herndon, VA 20171
Telephone: (571) 336-1600 Fax: (571) 336-1700
www.capgemini-gs.com

July 18, 2012

Michael J. Willden
Director
Department of Health and Human Services
4126 Technology Way, Suite 100
Carson City, 89706

RE: State of Nevada Contract Number 11647

Dear Director Willden:

Capgemini Government Solutions respectfully requests approval to engage on a subcontract basis a former employee of the State of Nevada in support of our performance of the above referenced contract. Capgemini wishes to engage Ms. Alicia Hansen. Ms. Hansen was previously employed by the State of Nevada, Office of Health Statistics and Surveillance, in the capacity of Chief Biostatistician, leaving the employment of the State on or about late August, 2011. Ms. Hansen reports that she was not involved in the award of the initial contract to Capgemini.

Ms. Hansen would bring to the effort statistical and financial analysis knowledge and expertise. In addition, as a full time resident of the State of Nevada, engagement of Ms. Hansen results in income earned and retained by a State resident.

If engaged, Ms. Hansen would support the following efforts:

- A. Activity #3: Nevada HIE Governance and Operations Establishment
 - Research and analyze governance models being deployed by other State HIE programs
 - Create draft policy and procedure content for the Nevada HIE
 - Assist in the development of a unique patient identifier
- B. Activity #7: Required Collaboration with Medicaid, Medicare and Other ARRA Programs: Assist with the coordination and facilitation of internal and external key HIT/E stakeholder meetings, workshops, and/or presentations
- C. Activity #8 Nevada HIE Business Model
 - Research sustainable business model options, including leveraging Capgemini's business model deliverables from other State and regional HIEs
 - Assist with analysis of business model options for the Nevada HIE
 - Assist with the development of strategies for achieving approved required grant breakthrough goal regarding the state immunization registry, to meet Meaningful Use requirements
- D. Activity #10 Nevada 2012 Statewide HIT Assessment: Assist with the written report, including analysis and recommendations, that aligns with the related section of the approved State HIT Plan

Your consideration of our request is appreciated. Please contact me at 703-795-3787, if you have any questions.

Sincerely,


Gerry Yantis

Vice President, Capgemini Government Solutions LLC
703-795-3787
gerald.yantis@capgemini-gs.com

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: August 28, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Brenda Berry, 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.

PUBLIC UTILITIES COMMISSION OF NEVADA

Agenda Item Write-up:

Pursuant to Assembly Bill 240, Section 1, Subsection 3 of the 2011 Legislature, the Public Utilities Commission (PUC) hereby seeks a favorable Board of Examiner's recommendation regarding the PUC's determination to contract with a former state employee from July 2, 2012 to August 6, 2012, to assist the Public Utilities Commission (PUC) with their Agency Request budget preparation due to an unplanned fiscal staff vacancy and lack of personnel with state budgeting experience.

Additional Information:

The PUC required the assistance of an accounting expert, with specialized skills with the state budgeting process and Nevada Executive Budget System (NEBS), to assist Fiscal Services with building their FY2014-2015 Agency Request budget due to the unplanned vacancy of their primary fiscal staff responsible for building the agencies budgets. This staff member terminated in June of 2012 and was the only staff member who had state budgeting experience. Consequently, the PUC was required to contract with a former state employee to provide consultation services and training to the new staff member hired to fill the vacancy.

Statutory Authority:

REVIEWED: _____

ACTION ITEM: _____

Action Item Education Contract with Former Employee June 2012

Authorization to Contract with a Former Employee

Former Employee Name: Tina Sanchez
Former Employee ID number: 010158
Former Job Title: Administrative Services Officer
Former Employing Agency: Public Safety
Former Class and Grade: 7.215, 37
Employment Dates: 7/2/12 to 8/6/12
Contracting Agency: Public Utilities Commission

Please check which of the following applies:

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

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

a. Summarize scope of contract work.	The PUCN required the assistance of an Accounting Expert to assist Fiscal Services with building the FY 2014-2015 biennium budget in NEBS.
b. Document former job description.	Resume: State Experience - Chief Financial Officer; Administrative / Fiscal / Operational and Risk Management; Legislative Budget Preparation / Presentation / Oversight; and Grant Administration. Experience spanned from March 1987 to November 2011.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	Specialized skills with the State budgeting process and accounting systems. The PUCN contacted three candidates with the specialized skills. Ms. Sanchez was the only candidate interested and immediately available to perform the specialized work within the required timeframe.
d. Explain why existing State employees within your agency cannot perform this function.	The contract was necessitated due to a staffing shortage as a result of an unplanned and untimely vacancy in June 2012, and inexperienced personnel with the State budgeting process.
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	No Relationship.

affect independence and why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	\$45.00; Maximum contract amount \$1,382.18.
g. List the range of comparable State employee rates.	Budget Analyst 5 \$46.00; Chief Accountant \$42.00
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?	N/A
i. Document justification for hiring contractor.	The contract was necessitated due to a staffing shortage as a result of an unplanned and untimely vacancy in June 2012, and inexperienced personnel with the State budgeting process.

Comments:

Crystal Jackson 8/23/12
Contracting Agency Head's Signature and Date

Brenda Berry 8-28-12
Budget Analyst

Clerk of the Board of Examiners

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: September 27, 2012

To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration

From: Eric H. King, Budget Analyst IV *E.H.K.*
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.

GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT

Agenda Item Write-up:

Pursuant to Assembly Bill 240, Section 1, Subsection 3 of the 2011 Legislature, the Governor's Office of Economic Development (GOED) hereby seeks a favorable Board of Examiner's recommendation regarding the GOED's determination to use the emergency provision to use a temporary services contract from August 20, 2012, to August 31, 2012, to employ a former state employee to prepare the GOED's Agency Request budget for the 2013-15 Biennium.

Additional Information:

The GOED required the assistance of an individual with experience with the state budgeting process and Nevada Executive Budget System (NEBS), to assist with building the agency's 2013-2015 biennium Agency Request budget. The contract services were necessary because existing GOED staff with budget and NEBS experience had been assigned to address other time sensitive deadlines and agency reorganizations.

Statutory Authority:

NRS 284.1729 Limitations and requirements; approval by State Board of Examiners; emergencies; reports to Interim Finance Committee; applicability of state purchasing provisions; exceptions. 1. Except as otherwise provided in this section, a department, division or other agency of this State shall not enter into a contract with a person to provide services for the agency if:

- (a) The person is a current employee of an agency of this State;
- (b) The person is a former employee of an agency of this State and less than 2 years have expired since the termination of the person's employment with the State; or

3. A department, division or other agency of this State may contract with a person pursuant to paragraph (a) or (b) of subsection 1 without obtaining the approval of the State Board of Examiners if the term of the contract is for less than 4 months and the executive head of the department, division or agency determines that an emergency exists which necessitates the contract. If a department, division or agency contracts with a person pursuant to this subsection, the department, division or agency shall submit a copy of the contract and a description of the emergency to the State Board of Examiners, which shall review the contract and the description of the emergency and notify the department, division or agency whether the State Board of Examiners would have approved the contract if it had not been entered into pursuant to this subsection.

REVIEWED: <u>AP 9/27/12</u>
ACTION ITEM: _____

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Tina Sanchez</u>
Former Employee ID number:	<u>10158</u>
Former Job Title:	<u>Administrative Services Officer</u>
Former Employing Agency:	<u>Dept of Public Safety</u>
Former Class and Grade:	<u>37/10</u>
Employment Dates:	<u>11/13/84-11/1/11</u>
Contracting Agency:	<u>Governor's Office of Economic Dev (GOED)</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.

a. Summarize scope of contract work.	Emergency/Temporary hire due to time sensitive deadlines for the Biennium Budget Preparation and entry into the Nevada Executive Budget System (NEBS).
b. Document former job description.	Please see attached
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	<p>Yes – The former State employee is being hired because of knowledge of the Nevada Executive Budget System (NEBS) and prior experience with biennium budget submittal.</p> <p>No – as agency has the expertise on staff and needed the assistance due to the time sensitive deadline.</p>
d. Explain why existing State employees within your agency cannot perform this function.	Due to the time sensitive deadlines and the re-organization of the agency we needed an additional experienced person to assist with the preparation.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate	N/A

<u>NAC 284.750.</u>	
f. List contractor's hourly rate.	\$45.00
g. List the range of comparable State employee rates.	\$36 - \$48
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?	The former state employee was brought in at a higher pay level but the contract was limited to a 2 week period.
i. Document justification for hiring contractor.	Agency utilized one of the mandatory contracts for "Temporary Employment Services" through State Purchasing (Kelly Services, Inc)

Comments:

Stam O'Neil 9/6/12

Contracting Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners

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: September 10, 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.

NEVADA SYSTEM OF HIGHER EDUCATION – AID TO DEPENDENT CHILDREN

Agenda Item Write-up:

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

Additional Information:

None

Statutory Authority:

Assembly Bill 476 Section 1

REVIEWED: _____

ACTION ITEM: _____

System Administration
5550 West Flamingo Road, Suite C-1
Las Vegas, NV 89103-0137
Phone: 702-889-8426
Fax: 702-889-8492



System Administration
2601 Enterprise Road
Reno, NV 89512-1666
Phone: 775-784-4901
Fax: 775-784-1127

September 7, 2012

MEMORANDUM

To: Cathy Gregg, Budget Analyst

From: Gordon Hella, Senior Budget Analyst
NSHE *Gordon Hella*

Subject: Nevada System of Higher Education
Trust Fund for the Education of Dependent Children

Cathy,

On August 6, 2012 the Board of Regents authorized the Nevada System of Higher Education to request approval of the Board of Examiners and the Interim Finance Committee (IFC) for an allocation from the IFC Contingency Fund to provide sufficient funding for fiscal year 2012-13 for payment of registration fees, laboratory fees and expenses for required textbooks incurred by a dependent child of a police officer, firefighter Nevada a highway patrol officer, volunteer ambulance driver or attendant who killed in the li9ne of duty.

The 1995 Session of the Nevada Legislature, through enactment of Assembly Bill 443 established the Trust Fund for the Education of Dependent Children, budget account 2978, and approved a General Fund appropriation.

It is estimated the fund will be short \$14,000 for fiscal year 2012-13. To allow the continued funding we are requesting an allocation from the IFC Contingency Fund.

STATE OF NEVADA
 NSHE Work Program 2978
 Education for Dependent Children

Fiscal Year 2012

Beginning Balance	2,907.00
Appropriations	25,000.00
Interest	15.20
Total Revenues	<u>27,922.20</u>

Student B	UNR	Fall	Tuition	2,739.25
Student B	UNR	Fall	Books	893.45
Student C	UNLV	Fall	Tuition	2,786.36
Student D	UNLV	Fall	Tuition	2,794.64
Student G	UNLV	Fall	Tuition	2,928.36
Student D	UNLV	Fall	Books	744.55
Student C	UNLV	Spring	Tuition	2,674.64
Student C	UNLV	Spring	Books	261.90
Student D	CSN	Spring	Tuition	511.25
Student G	CSN	Spring	Tuition	1,502.99
Student C	UNLV	Summer	Tuition	2,429.70
Total Expenses				<u>20,267.09</u>

FY 12 Ending Balance 7,655.11

Projection for Fiscal Year 13

Beginning Balance	7,655.11
Appropriations	-
Interest	-
Total Revenues	<u>7,655.11</u>

Student B	UNR	Fall	Tuition	0.00
Student B	UNR	Fall	Books	0.00
Student C	UNLV	Fall	Tuition	3,009.27
Student D	UNLV	Fall	Tuition	3,018.21
Student G	UNLV	Fall	Tuition	3,162.63
Student D	UNLV	Fall	Books	750.00
Student C	UNLV	Spring	Tuition	2,888.61
Student C	UNLV	Spring	Books	261.90
Student D	CSN	Spring	Tuition	511.25
Student G	CSN	Spring	Tuition	1,623.23
One New Student	UNLV	Fall	Tuition	2,808.00
One New Student	UNLV	Spring	Tuition	2,808.00
One New Student	UNLV	spring	Books	350.00
One New Student	UNLV	spring	Books	350.00
Projected Expenses				<u>21,541.10</u>

Projected FY 13 Ending Balance (13,885.99)

[Main Menu](#) > [Budget Status Report Input](#) > [Budget Account List](#) > Summary Budget Status Report

REPORT DATE AS OF: 09/06/2012

PROC ID: BSR_GEN_BBLS_REPORT

**STATE OF NEVADA
Office of the State Controller**

Summary Budget Status Report

Fiscal Year: 2012

Fund: 101 GENERAL FUND

Agency: 350 NSHE

Budget Account: 2978 EDUC FOR DEPENDENT CHILDREN **Organization:** 0000 NSHE

	YTD Actual	Work Program	Difference
Total Receipts/Funding	27,926.62	32,907.00	-4,980.38
Total Expenditures	20,266.99		
Total Encumbrances	.00		
Total Pre-encumbrances	.00		
Total Obligations	20,266.99	32,907.00	12,640.01
Realized Funding Available	7,659.63		

[Get Information About Receipts/Funding](#)

[Get Information About Obligations](#)

Assembly Bill No. 476—Committee on Ways and Means

CHAPTER.....

AN ACT relating to education; authorizing the Board of Regents of the University of Nevada to request an allocation from the Contingency Fund to cover a projected shortfall in the Trust Fund for the Education of Dependent Children; providing that money in the Trust Fund does not revert to the State General Fund; making an appropriation; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Under existing law, the Board of Regents of the University of Nevada is required, to the extent of legislative appropriation, to pay certain fees and expenses associated with undergraduate classes taken at a school within the Nevada System of Higher Education by dependent children of a police officer, firefighter or officer of the Nevada Highway Patrol killed in the line of duty or of a volunteer ambulance driver or attendant while engaged as such. These fees and expenses are paid from the Trust Fund for the Education of Dependent Children, which also receives money from gifts and grants. (NRS 396.545) **Section 1** of this bill requires the Board of Regents to estimate each fiscal year the amount of money in the Trust Fund that is available in that fiscal year for payment of such fees and expenses and the anticipated amount of such payments for that fiscal year. If, as a result of this estimation, there is a projected shortfall in the Trust Fund for the fiscal year, the Board of Regents is authorized to request an allocation from the Contingency Fund to cover the shortfall. The Interim Finance Committee is authorized under existing law to make allocations from the Contingency Fund: (1) for emergency use to supplement regular legislative appropriations which fail to cover unforeseen expenses; (2) to meet expenses pursuant to the requirements of a law; or (3) as provided by specific statute. (NRS 353.266)

Section 1 also provides that money in the Trust Fund does not revert to the State General Fund at the end of a fiscal year, but instead remains in the Trust Fund. **Section 2** of this bill makes an appropriation from the State General Fund to the Trust Fund of \$25,000.

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

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

Section 1. NRS 396.545 is hereby amended to read as follows:
396.545 1. To the extent of ~~legislative appropriation,~~
money available for this purpose, the Board of Regents shall pay all
registration fees, laboratory fees and expenses for required
textbooks and course materials assessed against or incurred by a
dependent child of:

(a) A police officer, firefighter or officer of the Nevada
Highway Patrol who was killed in the line of duty; or



(b) A volunteer ambulance driver or attendant who was killed while engaged as a volunteer ambulance driver or attendant, ↪ for classes taken towards satisfying the requirements of an undergraduate degree at a school within the System. No such payment may be made for any fee assessed after the child reaches the age of 23 years.

2. There is hereby created in the State Treasury a Trust Fund for the Education of Dependent Children. The Board of Regents shall administer the Trust Fund. The Board of Regents may accept gifts and grants for deposit in the Trust Fund. All money held by the State Treasurer or received by the Board of Regents for that purpose must be deposited in the Trust Fund. The money in the Trust Fund must be invested as the money in other state funds is invested. After deducting all applicable charges, all interest and income earned on the money in the Trust Fund must be credited to the Trust Fund. *Any money remaining in the Trust Fund at the end of a fiscal year does not revert to the State General Fund, and the balance in the Trust Fund must be carried forward to the next fiscal year.*

3. *For each fiscal year, the Board of Regents shall estimate:*

(a) *The amount of money in the Trust Fund that is available to make payments pursuant to subsection 1 for that fiscal year; and*
(b) *The anticipated amount of such payments for that fiscal year.*

↪ *If the anticipated amount of payments estimated for the fiscal year exceeds the estimated amount of money available in the Trust Fund in the fiscal year for such payments, the Board of Regents may request an allocation from the Contingency Fund created pursuant to NRS 353.266 to cover the projected shortfall.*

4. As used in this section:

(a) "Firefighter" means a person who is a salaried employee or volunteer member of a fire prevention or suppression unit organized by a local government and whose principal duty is to control and extinguish fires.

(b) "Local government" means a county, city, unincorporated town or metropolitan police department.

(c) "Police officer" means a person who is a salaried employee of a police department or other law enforcement agency organized or operated by a local government and whose principal duty is to enforce the law.

(d) "Volunteer ambulance driver or attendant" means a person who is a driver of or attendant on an ambulance owned or operated by:

(1) A nonprofit organization that provides volunteer ambulance service in any county, city or town in this State; or



(2) A political subdivision of this State.

Sec. 2. There is hereby appropriated from the State General Fund to the Trust Fund for the Education of Dependent Children created by NRS 396.545 the sum of \$25,000 to pay for expenses pursuant to that section.

Sec. 3. This act becomes effective on July 1, 2011.



**BOARD OF REGENTS
NEVADA SYSTEM OF HIGHER EDUCATION**

Sierra Building, Elizabeth Sturm Library
Truckee Meadows Community College
7000 Dandini Boulevard, Reno

Thursday, September 6, 2012, 8:30 a.m.
Friday, September 7, 2012, 8:00 a.m.**

Video or Telephone Conference Connection to:
System Administration, Las Vegas
5550 W. Flamingo Road, Suite C-1, Conference Room
and
Great Basin College, Elko
1500 College Parkway, Berg Hall Conference Room

A video conference and/or telephone conference connection will be made to the Conference room in the Las Vegas System Administration building at 5550 W. Flamingo Road, Suite C-1, Conference Room, Las Vegas, Nevada, and to Great Basin College, 1500 College Parkway, Berg Hall Conference Room, Elko, Nevada. Members of the Board and/or the public may attend the meeting and provide testimony or public comment via the video or telephone conference connection.

*** Board meeting resumes on Thursday immediately upon adjournment of the Academic & Student Affairs and Audit Committees. Board meeting resumes on Friday morning immediately upon adjournment of the Cultural Diversity and Health Sciences System Committees.*

ROLL CALL:	Dr. Jason Geddes, Chair	_____
	Mr. Kevin J. Page, Vice Chair	_____
	Mr. Mark Alden	_____
	Dr. Andrea Anderson	_____
	Mr. Robert J. Blakely	_____
	Mr. Cedric Crear	_____
	Dr. Mark W. Doubrava	_____
	Mr. Ron Knecht	_____
	Mr. James Dean Leavitt	_____
	Mr. Kevin C. Melcher	_____
	Dr. Jack Lund Schofield	_____
	Mr. Rick Trachok	_____
	Mr. Michael B. Wixom	_____

NOTE: Below is an agenda of all items scheduled to be considered. Notification is hereby provided that items on the agenda may be taken out of the order presented, two or more agenda items may be combined for consideration, and an agenda item may be removed from the agenda or discussion relating to an item on the agenda may be delayed at any time.

Bylaws, Title I, Article V, Section 20, items voted on may be the subject of a motion to reconsider at this meeting. A motion to reconsider an item may be made at any time before adjournment of this meeting. Similarly, if an item is tabled at any time during the meeting, it may, by proper motion and vote, be taken from the table and thereafter be the subject of consideration and action at any time before adjournment of this meeting.

The Board of Regents, at its regularly scheduled meetings, meets concurrently with its Audit, Investment & Facilities, Business & Finance, Academic & Student Affairs, Health Sciences System, Cultural Diversity and Workforce, Research & Economic Development Committees. The Board's Audit, Investment & Facilities, Business & Finance, Academic & Student Affairs, Health Sciences System, Cultural Diversity and Workforce, Research & Economic Development Committee meetings take place in accordance with the agendas published for those Committees. Regents who are not members of the committees may attend the Committee meetings and participate in the discussion of Committee agenda items. However, action items will only be voted on by the members of each Committee, unless a Regent is temporarily made a member of that Committee under Board of Regents' Bylaws, Title I, Article VI, Section 6. The full Board of Regents will consider Committee action items in accordance with the Board of Regents' agenda published for the current or for a subsequent meeting.

In accordance with the Board of Regents' Bylaws, Title I, Article V, Section 13, a quorum may be gained by telephone hookup.

In accordance with NRS 241.020(6), support materials that are submitted to the Board of Regents' Office and then distributed to the members of the Board of Regents after the mailing of this agenda but before the meeting, will be made available as follows: 1.) Copies of any such supplemental support materials are available at the Board of Regents' Office Reno, Nevada. A copy may be requested by calling (775) 784-4958, and 2.) Copies of any such supplemental support materials will be available at the meeting site.

Reasonable efforts will be made to assist and accommodate physically disabled persons attending the meeting. Please call the Board office at (775) 784-4958 in advance so that arrangements may be made.

CALL TO ORDER – ROLL CALL

8:30 a.m., Thursday, September 6, 2012

PLEDGE OF ALLEGIANCE

1. INTRODUCTIONS AND CAMPUS UPDATES

INFORMATION ONLY

Chair Jason Geddes will invite meeting participants to make introductions and will ask the presidents to provide campus-related updates on events that have occurred since the Board of Regents last regular meeting.

ESTIMATED TIME: 15 mins.

2. INSTITUTIONAL STUDENT AND FACULTY PRESENTATIONS

INFORMATION ONLY

Chair Jason Geddes requests that the President of the host institution introduce one student and one faculty member to discuss a topic of the host President's choosing to highlight current programs or activities of the institution.

ESTIMATED TIME: 15 mins.

32. BUSINESS & FINANCE COMMITTEE

FOR POSSIBLE ACTION

Chair Mark Alden will present for Board approval a report on the Business & Finance Committee meeting held on September 6, 2012, and Board action may be requested on the following:

- Minutes – The Committee considered for approval the minutes from the May 31, 2012, meeting. *(Ref. BF-2a)*
- Fiscal Year 2011-12 Self Supporting Budget Revisions - The Committee considered for approval acceptance of the report of revenue and expenditure revisions to self-supporting budgets for fiscal year 2011-2012. *(Ref. BF-2b(1) and Ref. BF-2b(2))*
- Fourth Quarter Fiscal Year 2011-2012 Budget Transfers, State Supported Operating Budgets - The Committee considered for approval acceptance of the report of fourth quarter fiscal year 2011-2012 budget transfers of state appropriated funds. *(Ref. BF-2c(1) and Ref. BF-2c(2))*
- Fiscal Year 2011-2012 Report of Transfers of Non-State Budget Expenditures to State Funds - The Committee considered for approval acceptance of the report of transfers of expenses from non-state budgets that occurred after May 1, 2012, for fiscal year 2011-2012. *(Ref. BF-2d)*
- Fiscal Year 2012-2013 NSHE State Accountability Report – The Committee considered for approval the fiscal year 2012-2013 State Accountability Report. *(Ref. BF-2e(1) and Ref. BF-2e(2))*
- Fiscal Year 2012-2013 NSHE Self-Supporting Budget – The Committee considered for approval the fiscal year 2012-2013 NSHE Self-Supporting Budget. *(Ref. BF-3a and Ref. BF-3b)*
- Fiscal Year 2012-2013 NSHE State Supported Operating Budget – The Committee considered for approval the fiscal year 2012-2013 NSHE State Operating Budget *(Ref. BF-4a and Ref. BF-4b)*
- University of Nevada Cooperative Extension Building – Bond Payoff – The Committee considered for approval a resolution authorizing the funding of an escrow account to defease to maturity or earliest prior redemption date the remaining \$3.865 million of outstanding bonds issued in 2004 to construct the Clark County Office of Cooperative Extension in Las Vegas. *(Ref. BF-6)*
- Trust Account for the Education of Dependent Children – The Committee considered for approval a request to seek Board of Examiners and Interim Finance Committee (IFC) approval for an allocation of \$14,000 from the IFC contingency fund to the Trust Account. *(Ref. BF-7)*

**BOARD OF REGENTS
BRIEFING PAPER**

**1. Agenda Item Title: Request for Allocation from the Interim Finance
Committee (IFC) – Trust Fund for the Education of Dependent Children**

Meeting Date: September 6, 2012

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

In 1995, The Nevada Legislature established the Trust Fund for Education of Dependent Children and provided a \$20,000 General Fund appropriation to support the payment of registration fees, textbooks and laboratory expenses incurred by a dependent child of a police officer, firefighter, Nevada Highway Patrol Officer, volunteer ambulance driver or attendant who was killed in the line of duty.

The Legislature has approved additional General Fund appropriations since 1995 to pay for the costs of the program, including \$25,000 that was provided through approval of AB 476 by the 2011 Legislature. In addition, funds have been received from Wells Fargo bank and from police and fire protective associations in the past to support the program. The language included in AB 476 (2011) provides that if anticipated payments estimated for a fiscal year exceed the estimated amount of money available in the Trust Fund, the Board of Regents may request an allocation from the IFC contingency fund.

A total of four dependents received assistance from the Trust Fund in FY 2011-12. Current projections reflect that expenses within the Trust Fund exceed available funding by approximately \$14,000 in FY 2012-13.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

Board of Regents approval to request the Board of Examiners and the Interim Finance Committee for a \$14,000 allocation from the IFC contingency fund to support the Trust Fund through FY 2012-13. To continue this program after FY 2012-13, a bill will be required during the 2013 Legislative Session to provide additional funding to support the program during the 2013-15 biennium.

4. IMPETUS (WHY NOW?):

Funding available within the Trust Fund will not support costs estimated to be incurred by the program in FY 2012-13. To ensure funding of the program, an allocation from the IFC contingency fund is needed early in fiscal year 2012-13.

5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- The Legislature approved General Fund support for the payment of in-state higher education fees to allow dependent children of police/firefighters killed in the line of duty to attend NSHE. In order for the program to continue in FY 2012-13, additional funding is necessary.
- AB 476, approved by the 2011 Legislature, included language authorizing the Board of Regents to request a contingency fund allocation if available funds were insufficient to finance the costs incurred by the program.

6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

None

7. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:

8. COMPLIANCE WITH BOARD POLICY:

<input type="checkbox"/>	Consistent With Current Board Policy: Title # _____ Chapter # _____ Section # _____
<input type="checkbox"/>	Amends Current Board Policy: Title # _____ Chapter # _____ Section # _____
<input type="checkbox"/>	Amends Current Procedures & Guidelines Manual: Chapter # _____ Section # _____
<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	Fiscal Impact: Yes _____ No _____
	Explain: _____

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: September 22, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Susan Brown, Budget Analyst
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 EDUCATION – EDUCATION STATE PROGRAMS

Agenda Item Write-up:

Pursuant to NRS 353.268 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.

Additional Information:

This request includes a total of 25 trips from Las Vegas to Carson City based on the calculations provided of \$792 per trip and two trips of five days each to travel to each of the state's 17 school districts. Per NRS 385.180 the Superintendent or a staff member of the Department designated by the Superintendent shall visit each county in the State at least once each school year.

Statutory Authority:

NRS 353.268

NRS 385.180 Visitation of schools; consultations with educators. The Superintendent of Public Instruction or a staff member of the Department designated by the Superintendent shall:

1. Visit each county in the State at least once each school year, and shall conduct institutes, visit schools, consult with school officers, or address public assemblies on subjects pertaining to the schools.

2. Consult and study with school officers and educators of this and other states on topics of school administration, school methods and school law.

[18:32:1956]—(NRS A 1973, 234; 1979, 1568)

REVIEWED: _____

ACTION ITEM: _____

JAMES W. GUTHRIE
*Superintendent of
Public Instruction*

STATE OF NEVADA

TEACHER LICENSURE
SOUTHERN NEVADA OFFICE
9890 S. Maryland Parkway
Suite 221
Las Vegas, Nevada 89183
(702) 486-6458
Fax: (702) 486-6450

RORIE FITZPATRICK
*Deputy Superintendent
Instructional, Research, and
Evaluative Services*



DEBORAH CUNNINGHAM
*Deputy Superintendent
Administrative and
Fiscal Services*

DEPARTMENT OF EDUCATION
700 E. Fifth Street
Carson City, Nevada 89701-5096
(775) 687- 9217 · Fax: (775) 687- 9101
www.doe.nv.gov

SATELLITE OFFICE
ADDRESSES/MAPS
<http://www.doe.nv.gov>

September 5, 2012

To: Jeff Mohlenkamp
Clerk of the Board of Examiners

From: James Guthrie *J. Jeska for Dr. J. Guthrie*
Superintendent of Public Instruction

Re: Request for Contingency Funds

The Department of Education is requesting \$19,800 from the Interim Finance Committee Contingency Fund to cover the costs of travel associated with the Superintendent of Public Instruction fulfilling his statutory responsibilities. The Department of Education maintains two offices, one in Las Vegas and one in Carson City. To effectively administer the functions of the department, the Superintendent must divide time between the two offices. To effectively represent the department at the 2013 Legislative Session and other legislative meetings and hearings, the Superintendent must have the ability to attend in person. To fulfill his role at Board of Education meetings, the Superintendent must attend the meetings in person. The Superintendent of Public Instruction is required under NRS 385.180 to visit each school district every year.

The current budget for all in-state travel for the Office of the Superintendent is \$9,000. Given the needs outlined above the resources available are not sufficient to meet these needs. Therefore, the Department of Education is requesting approval of an allocation from the Interim Finance Committee Contingency Fund.

Please feel free to contact my office for any additional information or with any questions you or your staff may have. Thank you for your consideration.

1) Travel Estimates (FY 2013)

Las Vegas to Carson City

Arrive evening , stay 2 days, return in evening

Flight	Hotel	Meals	Ground transportation	Total	
\$340	\$200	\$122	\$130	\$792	per person per trip

Assume 25 trips per year

Cost \$19,805 for Supt only

Need \$19,800

ground transportation = cab fare Reno to Carson City \$65 each way

Current 2673 Travel Budget	FY 2013 Budget	FY 2012 Actuals
Category 03 - Total	\$48,365	\$50,966
Board of Education	\$11,565	\$14,500
Supt	\$9,000	\$11,707
Dep Sup - Instructional	\$4,000	\$3,490
Dep Sup - Business	\$4,000	\$2,589 *
Parental Involvement	\$3,000	\$2,296
Assessment, Program Accountability and Currirulum	\$5,500	\$5,467
Charter School	\$1,000	\$533
Education Technology	\$500	\$248
Director - Teacher Licensure	\$300	\$0
Pupil Transportation	\$1,000	\$794
Special Education	\$8,500	\$9,341
	\$48,365	\$50,966

*vacant for two months

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: September 12, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Jim Rodriguez, Budget Analyst
Budget and Planning Division
Subject: BOARD OF EXAMINER'S **ACTION** ITEM

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

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES –
DIVISION OF FORESTRY**

Agenda Item Write-up:

**REQUEST FOR AN ALLOCATION FROM THE INTERIM FINANCE
CONTINGENCY**

Pursuant to NRS 353.268, the Department of Conservation and Natural Resources, Forestry Division is requesting and 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.

Additional Information:

Statutory Authority:

NRS 353.268

REVIEWED: _____ ACTION ITEM: _____



STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
NEVADA DIVISION OF FORESTRY

2478 Fairview Drive
Carson City, Nevada 89701
Phone (775) 684-2500 Fax (775) 684-2570

September 6, 2012

MEMORANDUM

To: Jeff Mohlenkamp, Director
Department of Administration

Through: Jim Rodriguez, Budget Analyst IV
Department of Administration, Budget Division

From: Pete Anderson, State Forester Firewarden
Department of Conservation and Natural Resources, Nevada Division of Forestry

Subject: IFC Contingency Fund Request - B/A 4196

Pursuant to NRS 353.266, 353.268, and 353.269, the Nevada Division of Forestry (NDF) is requesting an allocation from the Interim Finance Committee's (IFC) Contingency Fund to cover claims that pertain to expenses incurred in B/A 4196, Forest Fire Suppression account. The Division is requesting sufficient funding for estimated emergency response costs to the end of the State Fiscal Year 2013.

The Executive and Legislative branches of government have both recognized the unpredictability of wildland fire seasons within the State of Nevada. Vegetative fuels, primarily annual grasses that are available to start wildfires throughout the state, have grown substantially and the lack of precipitation this winter has increased the potential for a severe fire season. Please see attached spreadsheet for detailed calculations.

This IFC Contingency Fund request only includes costs estimated to be the responsibility of the general fund. It does not take into consideration possible cash flow problems caused by the time frames in which billings are issued, and ultimately when payment is received. However, it is very unlikely that fire billings adjudicated will be received prior to the end of the fiscal year. Although all agencies do everything possible to expedite the billing process, receivables from federal cooperators are realistically expected to be paid in a 120-180 day timeframe. If the Division anticipates and/or experiences significant cash flow issues while waiting for payment to be received, a temporary advance from the general fund will be requested pursuant to section 60 of A.B. 580, the General Fund Appropriations Act.

Jeff Mohlenkamp
March 2, 2012
Page 2 of 2

Also attached for your reference is a graph detailing 12 years of historical wildland firefighting cost – totals that differ greatly from amounts actually budgeted for the firefighting needs. The firefighting cost estimates continue to be at the mercy of the severity of the fire season.

I am requesting that this IFC Contingency Fund allocation be authorized to be carried forward into SFY2014 to ensure the agency has sufficient time to appropriately adjudicate the remaining fire billings.

Please don't hesitate to contact me if you have any questions or need additional information.

cc: Leo Drozdoff, Director, DCNR
Tammy Meyer, ASOII, DCNR, Nevada Division of Forestry
Wayne Thorley, Program Analyst, LCB Fiscal Division

**Department of Administration
Work Program Packet Checklist**

- ✓ Work program form
- ✓ Work program packet checklist
- ✓ Cumulative modification worksheet
- ✓ Cover Page detailing the reasons for the revision, benefits to the division, department and state and consequences if not approved
- ✓ Financial/Budget Status Reports (current)
- ✓ Budget projections with corresponding detail
- ✓ Fund map reflecting amounts before and after the revision
- NPD 19 (If requesting new position) **include copy of current organizational chart w/proposed change**
- Quotes for the purchase of unbudgeted items (i.e., equipment, computers, etc.)
- Spreadsheets/detailed calculations supporting request

WORK PROGRAM REVISIONS INVOLVING GRANTS MUST ALSO INCLUDE

- Grant history/reconciliation form for grants
- Copies of all grant awards for the current year listed on the grant reconciliation form
- Copy of grant budget - if applicable
- Summary of the grant program and purpose if not included in the grant award document

IFC determination evaluation (reason work program does or does not require IFC approval indicated with an X)

Requires IFC approval because

- | | |
|---|--|
| <input type="checkbox"/> \$75,000 or more cumulative for an expenditure category | <input type="checkbox"/> Exceeds \$30,000 cumulative and is 10% or more cumulative for an expenditure category |
| <input type="checkbox"/> Involves the allocation of block grant funds and the agency is choosing to use the IFC meeting for the required public hearing per NRS 353.345 | <input type="checkbox"/> Non-governmental grant or gift in excess of \$20,000 |
| <input type="checkbox"/> Includes new positions | ✓ Other: IFC Contingency Fund Request |

Does not require IFC approval because

- | | |
|--|--|
| <input type="checkbox"/> \$30,000 or less cumulative for each expenditure category | <input type="checkbox"/> Places funds in Reserves, Reserve for Reversion, or Retained Earnings categories only |
| <input type="checkbox"/> Less than \$75,000 cumulative and 10% cumulative for each expenditure category | <input type="checkbox"/> Non-executive budget |
| <input type="checkbox"/> \$5,000 or less for expenditure categories 02, 03, 05, & 30 and \$10,000 or less for any other expenditure categories | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Implements general/highway fund salary adjustments approved by the BOE | Approved by:
Date: |

**STATE OF NEVADA
FORESTRY DIVISION**

**Budget Account 4196 - DCNR - FOREST FIRE SUPPRESSION
Work Program C25190
Fiscal Year 2013**

Submitted September 7, 2012

Budget Account's Primary Purpose, Function and Statutory Authority

The Forest Fire Suppression Account funds expenses necessary to protect life, property and natural resources from fire, flood and other natural or human caused emergencies. The program is funded with a combination of General Fund, reimbursement paid to Nevada Division of Forestry (NDF) for firefighting efforts made on behalf of others, and Federal Emergency Management Agency (FEMA) Fire Management Assistance Grants and subgrants. The agency turns to the Interim Finance Contingency Fund and the Disaster Relief Fund when funds are insufficient to meet the state's obligations each year. Although costs have steadily increased over the last ten years, they are a fraction of what the state would be responsible for if it were to rely solely on federal and local government cooperators to provide these services. (NRS 472)

Purpose of Work Program

Pursuant to NRS 353.266, 353.268, and 353.269, the Nevada Division of Forestry (NDF) is requesting an allocation from the Interim Finance Committee's (IFC) Contingency Fund to cover claims that pertain to expenses incurred in B/A 4196, Forest Fire Suppression account. The Division is requesting sufficient funding for estimated emergency response costs to the end of the State Fiscal Year 2013.

Justification

The Executive and Legislative branches of government have both recognized the unpredictability of wildland fire seasons within the State of Nevada. Vegetative fuels, primarily annual grasses that are available to start wildfires throughout the state, have grown substantially and the lack of precipitation this winter has increased the potential for a severe fire season. The IFC Contingency Fund request is needed to cover estimated fire suppression costs for the remainder of SFY 2013.

Fire suppression and emergency response costs for the period of July 1, 2012 through the end of SFY 2013 are estimated at \$8,216,806 for categories 01 (Salaries) and 10 (Fire Suppression Costs) based on an average of actual expenditures for three similar years (SFY2006-2008). Existing SFY2012 authorities for CAT 01 and CAT 10 total \$4,283,143 resulting in an estimated shortfall of \$3,933,663.

These funds are being allocated between CAT 01 at 25.28% and CAT 10 at 74.72% based on the average of those same costs. See the attached spreadsheet for more information and detailed calculations.

Costs are being allocated per past year averages between CAT 01 and CAT 10, but may be moved as actual costs materialize. The Division is requesting interchangeability approval between CAT 01 and CAT 10 to accomplish this with an "Accounting Only" work program in the future. This may be necessary to close the fiscal year.

Expected Benefits to be Realized

Approval of this work program will provide NDF with the sufficient amount of funds and authority to cover the State of Nevada's responsibilities for fire suppression and emergency response activities through the end of SFY 2013.

Explanation of Projections and Documentation

Support documentation includes a spreadsheet detailing projected expenditures, averages, and percentages for this work program, a copy of the memo dated 9/6/12 requesting an IFC Contingency Fund allocation, and a historical graph showing SFY2000-2012 fire suppression costs.

New Positions: No

Summary of Alternatives and Why Current Proposal is Preferred

Failure to approve this work program will cause NDF to experience significant cash flow issues, over-run the B/A 4196 expenditure authority which will not allow the Division to pay the federal cooperators and vendors for their fire suppression costs and within required agreement timeframes.

**STATE OF NEVADA WORK PROGRAM
DEPARTMENT OF CONSERVATION & NATURAL RESOURCES
FORESTRY DIVISION
DCNR - FOREST FIRE SUPPRESSION
B/A 4196 SFY13**

G.L.#	REVENUES	Original or Legislatively Approved Work Program	APPROVED			PENDING		Total Amount
			FIRST	SECOND	THIRD	-----CUMULATIVE-----		
			Work	Work	Work	Dollar Change	Percent Change	
			WP # C24836	WP # C25109	WP # C25190			
2501	APPROPRIATION CONTROL	2,500,000				0	0.0%	2,500,000
2511	BALANCE FORWARD FROM PREVIOUS YEAR	600,337	126,288			126,288	21.0%	726,625
3576	FEMA FIRE ASSISTANCE GRANTS	826,480		1,636,653		1,636,653	198.0%	2,463,133
4219	FOREST FIRE REIMBURSEMENTS	1,735,362				0	0.0%	1,735,362
4654	TRANSFER FROM INTERIM FINANCE	0			3,933,663	3,933,663	100.0%	3,933,663
	Total Revenues	5,662,179	126,288	1,636,653	3,933,663	5,696,604	100.6%	11,358,783
	EXPENDITURES							
Cat	Description							
01	PERSONNEL	1,779,583			994,263	994,263	55.9%	2,773,846
10	FIRE SUPPRESSION COSTS	2,503,560		352,242	2,939,400	3,291,642	131.5%	5,795,202
11	TRANSFER TO 4195	118,189				0	0.0%	118,189
15	TRANSFER TO CRU IN 4195	353,258				0	0.0%	353,258
19	FEMA FIRE ASSISTANCE GRANTS	303,556		1,284,411		1,284,411	423.1%	1,587,967
84	RESERVE FOR CRU FUTURE YEAR FUNDING	600,337	126,288			126,288	21.0%	726,625
87	PURCHASING ASSESSMENT	3,696				0	0.0%	3,696
	Total Expenditures	5,662,179	126,288	1,636,653	3,933,663	5,696,604	100.6%	11,358,783

[Main Menu](#) > [Budget Status Report Input](#) > Summary Budget Status Report

REPORT DATE AS OF: 09/05/2012

PROC ID: BSR_GEN_BBLs_REPORT

**STATE OF NEVADA
Office of the State Controller**

Summary Budget Status Report

Fiscal Year: 2013

Fund: 101 GENERAL FUND

Agency: 706 FORESTRY
DIVISION

Budget Account: 4196 FST FIRE SUPPRESSION/EMGY
RESP

Organization: 0000 FORESTRY
DIVISION

	YTD Actual	Work Program	Difference
Total Receipts/Funding	3,226,978.86	5,662,179.00	-2,435,200.14
Total Expenditures	1,210,714.95		
Total Encumbrances	.00		
Total Pre-encumbrances	.00		
Total Obligations	1,210,714.95	5,662,179.00	4,451,464.05
Realized Funding Available	2,016,263.91		

[Get Information About Receipts/Funding](#)

[Get Information About Obligations](#)

[Main Menu](#) > [Budget Status Report Input](#) > [Budget Account List](#) > [Summary Budget Status Report](#) > [Receipts/Funding](#)

REPORT DATE AS OF: 09/05/2012

PROC ID: BSR_REC_FUND_SUM

**STATE OF NEVADA
Office of the State Controller**

Budget Status Report - Receipts/Funding

Fiscal Year: 2013

Fund: 101 GENERAL FUND	Agency: 706 FORESTRY DIVISION
Budget Account: 4196 FST FIRE SUPPRESSION/EMGY RESP	Organization: 0000 FORESTRY DIVISION

	YTD Actual	Work Program	Difference
Total Receipts/Funding	3,226,978.86	5,662,179.00	-2,435,200.14

Code	Description	YTD Actual	Work Program	Difference
42	APPROPRIATIONS	2,500,000.00	2,500,000.00	.00
47	BEGINNING CASH	600,337.00	600,337.00	.00
3576	FEMA FIRE ASSISTANCE	126,641.86	826,480.00	-699,838.14
4219	FOREST FIRE REIMBURSEMENTS	.00	1,735,362.00	-1,735,362.00

[Return to Selection Screen](#) [Download the Report](#)

[Main Menu](#) > [Budget Status Report Input](#) > [Budget Account List](#) > [Summary Budget Status Report](#) > [Obligations](#)

REPORT DATE AS OF: 09/05/2012

PROC ID: BSR_GEN_BCLS_REPORT

**STATE OF NEVADA
Office of the State Controller**

Budget Status Report - Obligations

Fiscal Year: 2013

Fund: 101 GENERAL FUND

Agency: 706 FORESTRY DIVISION

Budget Account: 4196 FST FIRE SUPPRESSION/EMGY RESP

Organization: 0000 FORESTRY DIVISION

	YTD Actual	Work Program	Difference
Total Expenditures	1,210,714.95		
Total Encumbrances	.00		
Total Pre-encumbrances	.00		
Total Obligations	1,210,714.95	5,662,179.00	4,451,464.05

Category	Description	Expended	Encumbered	Pre-encumbered	Obligated	Work Program	Difference
<u>01</u>	PERSONNEL SERVICES	871,093.46	.00	.00	871,093.46	1,779,583.00	908,489.54
<u>10</u>	FIRE SUPPRESSION COSTS	270,225.35	.00	.00	270,225.35	2,503,560.00	2,233,334.65
<u>11</u>	TRANSFER TO BA 4195	.00	.00	.00	.00	118,189.00	118,189.00
<u>15</u>	TRANS TO CRU IN 4195	.00	.00	.00	.00	353,258.00	353,258.00
<u>19</u>	FEMA FIRE ASSISTANCE GRANTS	69,396.14	.00	.00	69,396.14	303,556.00	234,159.86
<u>84</u>	RSRV FOR CRU FUTURE YR FUNDING	.00	.00	.00	.00	600,337.00	600,337.00
<u>87</u>	PURCHASING ASSESSMENT	.00	.00	.00	.00	3,696.00	3,696.00

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**FY2013 IFC Contingency Fund Request
B/A 4196 - FOREST FIRE SUPPRESSION**

Estimated expenditures through the end of the fiscal year

CAT 01 (Salaries)		CAT 10 (Fire Suppression Costs)	
<u>FY</u>	<u>Expenditures</u>	<u>FY</u>	<u>Expenditures</u>
2006	1,808,823.15	2006	3,417,024.33
2007	2,051,214.79	2007	7,872,451.32
2008	2,370,543.36	2008	7,130,360.72
Total	<u>6,230,581.30</u>	Total	<u>18,419,836.37</u>
Average	<u>2,076,860.43</u>	Average	<u>6,139,945.46</u>
Percentage	25.28%	Percentage	74.72%

FY06-08 Average Total Expenditures :	8,216,805.89
Less FY13 CAT 01 & CAT 10 Authority :	<u>(4,283,143.00)</u>
FY13 Estimated Shortage:	3,933,662.89
Less Pending CAT 10 FEMA FMAG	0.00
FY12 Additional IFC Funds & Authority Needed	<u><u>3,933,662.89</u></u>

CAT 01	25.28%	\$ 994,263
CAT 10	74.72%	\$ 2,939,400
TOTAL	100.00%	\$ <u><u>3,933,663</u></u>

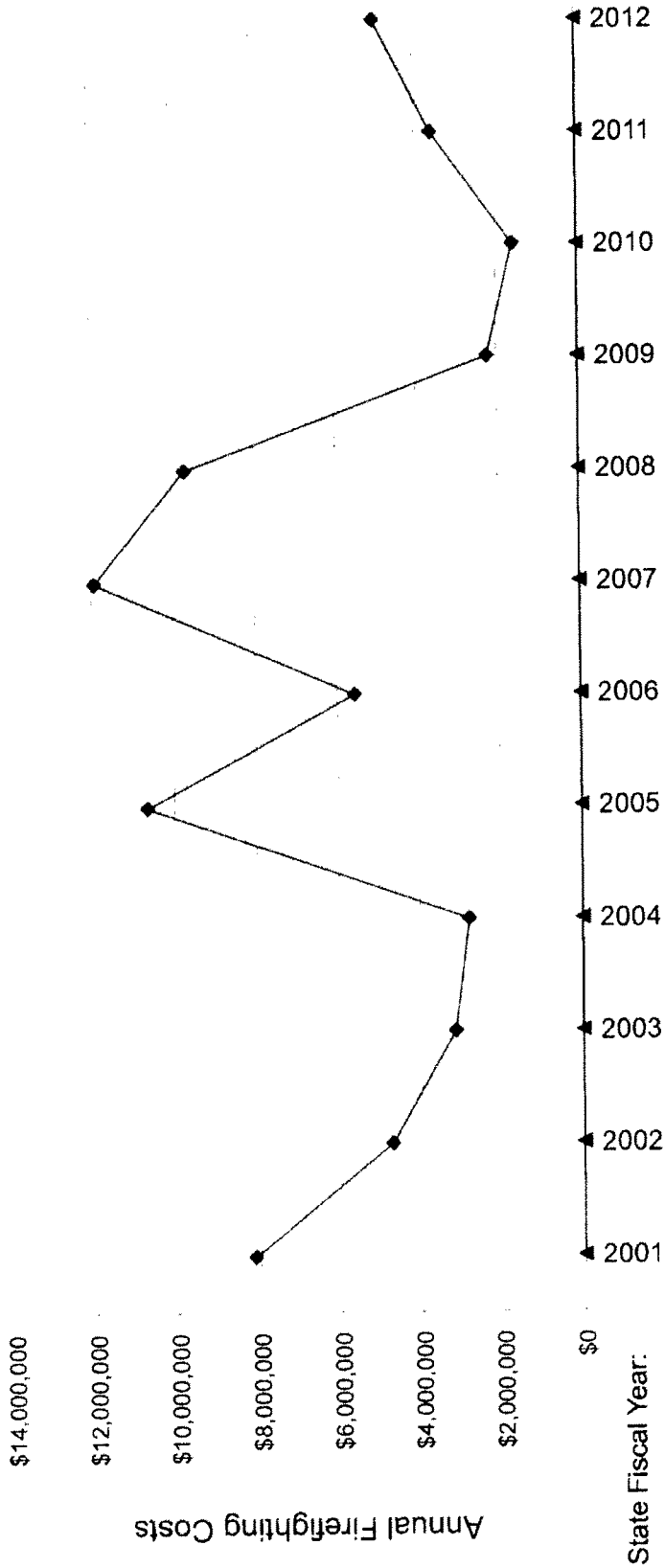
Department of Conservation and Natural Resources
Nevada Division of Forestry
B/A 4196 - SFY2013
BEFORE

EXP CAT	Description	Agency Request	Work Programs	Total Authority	General Fund Appropriation	Balance Forward From Previous Year	FEMA Fire Reimbursements	Forest Fire Reimbursements	Total	Difference
		2501	2511	2501	3576	4219				
01	Personnel Services	1,779,583		1,779,583	1,032,877		218,526	528,180	1,779,583	0
10	Fire Suppression Costs	2,503,560	322,242	2,825,802	1,463,427		626,640	735,735	2,825,802	0
11	Transfer to B/A 4195 (Air Opps)	118,189		118,189	0			118,189	118,189	0
12	Non Wildland Fire Expense	0		0					0	0
15	Transfer to CRU in B/A 4195	353,258		353,258				353,258	353,258	0
19	FMAG Pass Thru Grants	303,556	1,437,769	1,741,325			1,741,325		1,741,325	0
25	DEM Ready Reserve Grant	0		0					0	0
82	Prior Year Claims	0		0					0	0
84	Reserve for CRU Future YR Fun	600,337	126,288	726,625		726,625			726,625	0
87	Purchasing Assessment	3,696		3,696	3,696				3,696	0
88	SWCAP	0		0					0	0
89	AG's Cost Allocation	0		0					0	0
	Total Expenditures:	5,662,179	1,886,299	7,548,478	2,500,000	726,625	2,586,491	1,735,362	7,548,478	0
	Budgeted Revenues:				2,500,000	726,625	2,586,491	1,735,362	7,548,478	0
	Difference:				0	0	0	0	0	0

Department of Conservation and Natural Resources
 Nevada Division of Forestry
 B/A 4196 - SFY2013
 After C25190

EXP CAT	Description	Agency Request	Work Programs	Total Authority	General Fund Appropriation	Balance Forward	From Previous	FEMA Fire Reimburse ments	Prior Year Refunds	Forest Fire Reimburse ments	Interest Income	Transfer From Finance Interim	Transfer From Emergency Management	Transfer From Disaster Relief Fund	Total	Difference
01	Personnel Services	1,779,583	994,263	2,773,846	1,032,877	2511	3576	218,526	4203	4219	4331	4654	4746	4747	2,773,846	0
10	Fire Suppression Costs	2,503,560	3,261,642	5,765,202	1,463,427	2511	3576	626,640	4203	4219	4331	4654	4746	4747	5,765,202	0
11	Transfer to B/A 4195 (Air Opps)	118,189	0	118,189	0	2511	3576	626,640	4203	4219	4331	4654	4746	4747	118,189	0
12	Non Wildland Fire Expense	0	0	0	0	2511	3576	626,640	4203	4219	4331	4654	4746	4747	0	0
15	Transfer to CRU in B/A 4195	353,258	1,437,769	353,258	0	2511	3576	626,640	4203	4219	4331	4654	4746	4747	353,258	0
19	FMAAG Pass Thru Grants	303,556	1,437,769	1,741,325	0	2511	3576	626,640	4203	4219	4331	4654	4746	4747	1,741,325	0
25	DEM Ready Reserve Grant	0	0	0	0	2511	3576	626,640	4203	4219	4331	4654	4746	4747	0	0
82	Prior Year Claims	0	0	0	0	2511	3576	626,640	4203	4219	4331	4654	4746	4747	0	0
84	Reserve for CRU Future YR Funding	600,337	126,288	726,625	3,696	2511	3576	626,640	4203	4219	4331	4654	4746	4747	726,625	0
87	Purchasing Assessment	3,696	0	3,696	0	2511	3576	626,640	4203	4219	4331	4654	4746	4747	3,696	0
88	SWCAP	0	0	0	0	2511	3576	626,640	4203	4219	4331	4654	4746	4747	0	0
89	AG's Cost Allocation	0	0	0	0	2511	3576	626,640	4203	4219	4331	4654	4746	4747	0	0
	Total Expenditures:	5,662,179	5,819,962	11,482,141	2,500,000	726,625	2,586,491	0	1,735,362	0	3,933,663	0	0	0	11,482,141	0
	Budgeted Revenues:				6,433,663	726,625	2,586,491	0	1,735,362	0	3,933,663	0	0	0	15,415,004	0
	Difference:				3,933,663	0	0	0	0	0	0	0	0	0	3,933,663	0

State of Nevada Fire Suppression Costs



2001 \$8,123,125 - 7.56% G.F. Responsibility
 2002 \$4,726,681 - 40.51% G.F. Responsibility
 2003 \$3,144,310 - 31.33% G.F. Responsibility
 2004 \$2,802,363 - 4.05% G.F. Responsibility
 2005 \$10,672,130 - 85.52% G.F. Responsibility
 2006 \$5,572,976 - 60.36% G.F. Responsibility
 2007 \$11,929,366 - 38.53% G.F. Responsibility
 2008 \$9,691,963 - 66.42% G.F. Responsibility
 2009 \$2,231,517 - 38.53% G.F. Responsibility
 2010 \$1,584,824 - 44.51% G.F. Responsibility
 2011 \$3,576,473 - 67.23% G.F. Responsibility
 2012 \$4,964,935 - 38.39% G.F. Responsibility
 Average Cost of NDF Firefighting
 Last 3-Year Average: \$3,375,411 - 50.04% G.F.
 Last 5-Year Average: \$4,408,942 - 50.09% G.F.
 Last 10-Year Average: \$5,617,086 - 47.02% G.F.

10 Year Fire Activity Statistics

Year	Human Fires to Date	Human Acres to Date	Lightning Fires to Date	Lightning Acres to Date	Total Number of Fires to Date	Total Number of Acres to Date
2012	310	86,249	621	650,649	931	736,898
2011	311	47,575	261	52,850	572	100,425
2010	160	1,324	191	20,552	351	21,876
2009	159	25,065	459	7,083	618	32,148
2008	181	15,645	218	56,646	399	72,291
2007	311	20,221	431	865,423	742	885,644
2006	273	46,947	904	1,301,924	1,177	1,348,871
2005	266	81,938	545	1,653,671	811	1,735,609
2004	174	15,927	776	25,023	950	40,950
2003	223	5,564	588	11,982	811	17,546
2002	215	29,288	556	48,263	771	77,551
2001	317	99,972	960	554,281	1,277	654,253

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: September 20, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Jim Rodriguez, Budget Analyst
Budget and Planning Division
Subject: BOARD OF EXAMINER'S **ACTION** ITEM

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

COMMISSION ON VETERAN'S SERVICES – OFFICE OF VETERAN'S SERVICES

Agenda Item Write-up:

REQUEST FOR AN ALLOCATION FROM THE INTERIM FINANCE CONTINGENCY FUND

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 Veteran Services Representative I positions.

Additional Information:

With the support of the Governor, the Office of Veteran's Services is requesting funding to hire two Veteran's Services Representative I positions to increase the agency's ability to assist Nevada's Armed Services Veterans in applying for and receiving their full entitled level of benefits and reduce what the agency indicates are inexcusable waiting times for services: times that can be as long as eight weeks in the agency's Las Vegas office.

Statutory Authority:

NRS 353.268

<p>REVIEWED: _____ <i>W</i></p> <p>ACTION ITEM: _____</p>

NRS 353.268 Recommendation by State Board of Examiners for allocation from Contingency Account.

1. When any state agency or officer, at a time when the Legislature is not in session, finds that circumstances for which the Legislature has made no other provision require an expenditure during the biennium of money in excess of the amount appropriated by the Legislature for the biennium for the support of that agency or officer, or for any program, including the State Distributive School Account in the State General Fund, the agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Account.

2. The State Board of Examiners shall consider the request, may require from the requester such additional information as they deem appropriate, and shall, if it finds that an allocation should be made, recommend the amount of the allocation to the Interim Finance Committee for its independent evaluation and action. The Interim Finance Committee is not bound to follow the recommendation of the State Board of Examiners.

(Added to NRS by 1969, 1016; A 1971, 879; 1987, 417)

BRIAN SANDOVAL
Governor



Nevada State Veterans Home
100 Veterans Memorial Drive
Boulder City, Nevada 89005
(702) 332-6784 • Fax (702) 332-6762

Office of Veterans Services
950 W. Owens, Rm. 111
Las Vegas, Nevada 89106
(702) 636-3070 • Fax (702) 486-5268

Northern Nevada Veterans
Memorial Cemetery
P.O. Box 1919
Fernley, Nevada 89408
(775) 575-4441 • Fax (775) 575-5713

STATE OF NEVADA
NEVADA OFFICE OF VETERANS SERVICES
5460 RENO CORPORATE DRIVE, SUITE 131
RENO, NEVADA 89511
(775) 688-1653 • Fax (775) 688-1656

Southern Nevada Veterans
Memorial Cemetery
1900 Buchanan Boulevard
Boulder City, Nevada 89005
(702) 486-5920 • Fax (702) 486-5923

TO: Interim Finance Committee

From: Caleb Cage, Executive Directive
Office of Veterans Services

Through: Jim Rodriguez, Budget Analyst IV

Date: September 20, 2012

FUNDING REQUEST

The Nevada Office of Veterans Services (NOVS) is requesting Contingency Funds for hiring two Veterans Service Representatives that will service southern Nevada in particular Clark, Nye Esmeralda and Lincoln counties.

	Equip/Train	Salaries		Total by Year
Fiscal Year 13 -	\$19,592	\$63,438	7 months	\$83,030
Fiscal Year 14 -	\$3,416	\$111,332		\$114,748
Fiscal Year 15 -	<u>\$3,416</u>	<u>\$113,770</u>		<u>\$117,186</u>
Total	\$26,424	\$288,540		\$314,964

JUSTIFICATION STATEMENT

An Executive Branch Audit of May 11, 2007 (No. 07-09) recommended NOVS seek an additional four Veterans Service Representatives (VSR), two of which have been hired in Northern Nevada. The remaining two positions were requested during the 2009-2011 Biennium but were not approved due to budget constraints.

NOVS estimates the current veteran population at 300,000 and that number will only grow as veterans return due to the downsizing of the military. Current wait times for appointments at the Las Vegas office are eight weeks, office staff will not take appointments beyond that period due to the risk of losing a claim for timely filing, which means our veterans are "on their own" to attempt to file a claim with the Veterans Administration.

Estimated benefits paid to clients per VSR \$5.2M, times 2 VSR's equals \$10.4M in expendable income to the state.



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: September 19, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Jim Rodriguez, Budget Analyst
Budget and Planning Division
Subject: BOARD OF EXAMINER'S **ACTION** ITEM

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

**REQUEST FOR AN ALLOCATION FROM THE INTERIM FINANCE
CONTINGENCY FUND**

Agenda Item Write-up:

Department of Conservation and Natural Resources – Conservation Districts

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.

Additional Information:

The Committee's overall recommendations/initiatives include the following:

1. Establish a nine member advisory council called the Sagebrush Ecosystem Council. This Council will establish a state process to coordinate and assist development activities in the sage-grouse management area. This initiative will be funded 100 percent with U.S. Fish and Wildlife Service Grant funds in FY 2013. The council will continue into the coming 2013-15 biennium, and funding to support the operations of the council will be

requested in the agency's 2013-15 Agency Request budget. Although the agency will pursue alternative funding, the Agency Request budget will be funded 100 percent with General Fund.

2. Establish and fund three new Conservation Staff Specialist II positions to work with the twenty-eight conservation districts and various local area working groups to promote actively managing and restoring landscapes across property boundaries to achieve sage-grouse conservation objectives. The cost associated with this initiative is \$113,060, of which, the agency is requesting an allocation from the Interim Finance Contingency Fund in the amount of \$28,265.
3. Establish and fund a Nevada Sagebrush Ecosystem Team. Conceptually, this team, which is cited in section 4.2 of the Strategic Plan, will be modeled after the state's highly successful inter-agency, multi-disciplinary Tahoe EIP (Environmental Improvement Program) Team. 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. The department is requesting an allocation from the contingency fund of \$289,109 to fund the operations of the team for the remainder of FY 2013. The ongoing support for the team will be presented in the department's 2013-15 Agency Request budget and is estimated at approximately \$445,000 per year.
4. Establish a State of Nevada Sage-grouse Mitigation Bank. The Mitigation Bank, which is cited in section 4.1.2 and 4.2.2 of the Strategic Plan, will have a two-fold objective: 1) The Bank will incorporate the project credit system that is the foundation of the Mitigation Bank; and 2) The Bank will establish the authority to receive and carry forward of gifts, grants and other project-specific monies that will be applied to approved priority projects. The Administrator of State Lands will serve as the Bank's executive officer and the Sagebrush Ecosystem Council will serve as the Bank's Board.

Statutory Authority:

NRS 353.268

REVIEWED: _____
ACTION ITEM: _____

NRS 353.268 Recommendation by State Board of Examiners for allocation from Contingency Account.

1. When any state agency or officer, at a time when the Legislature is not in session, finds that circumstances for which the Legislature has made no other provision require an expenditure during the biennium of money in excess of the amount appropriated by the Legislature for the biennium for the support of that agency or officer, or for any program, including the State Distributive School Account in the State General Fund, the agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Account.

2. The State Board of Examiners shall consider the request, may require from the requester such additional information as they deem appropriate, and shall, if it finds that an allocation should be made, recommend the amount of the allocation to the Interim Finance Committee for its independent evaluation and action. The Interim Finance Committee is not bound to follow the recommendation of the State Board of Examiners.

(Added to NRS by 1969, 1016; A 1971, 879; 1987, 417)

State of Nevada
Department of Conservation and Natural Resources
Office of the Director
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Carson City, Nevada 89701
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Division of Environmental Protection
Division of Forestry
Division of State Lands
Division of State Parks
Division of Water Resources
Natural Heritage Program
Conservation Districts Program
State Historic Preservation Office

STATE OF NEVADA
Department of Conservation and Natural Resources
OFFICE OF THE DIRECTOR

MEMORANDUM

TO: Board of Examiners
Meeting Date: October 9, 2012

Interim Finance Committee
Meeting Date: October 25, 2012

THROUGH: Jim Rodriguez, Budget Analyst IV

FROM: Leo Drozdoff, Director
Department of Conservation and Natural Resources

Handwritten signature of Leo Drozdoff in black ink.

DATE: September 7, 2012

Pursuant to NRS 353.268 and NRS 353.269, the Director's Office of the Department of Conservation and Natural Resources, Conservation Districts Program, is requesting a \$28,265 Interim Finance Contingency Fund allocation to partially fund the addition of three new Conservation Staff Specialists within its Conservation Districts budget. The positions are necessary to implement recommendations that are a component of the Governor's *Strategic Plan for Conservation of Greater Sage-Grouse in Nevada* dated July 31, 2012. As a result of the contingency fund request, one of the three regional coordination positions will be in place beginning January 1, 2013, with the two additional positions in place by April 1, 2013.

As a result of the receipt of the document submitted by Governor Sandoval's Greater Sage-grouse Advisory Committee established by *Executive Order 2012-09* on March 30, 2012, the Governor, in a letter dated August 24, 2012, tasked the Department of Conservation and Natural Resources with expedited implementation of the recommendations contained therein. As such, the DCNR Director's Office respectfully presents this request for the committee's consideration.

The recommendations presented to the Governor in the referenced document are intended to guide state level action, as well as serve as the basis for a more complete state action plan and for development of an alternative in the BLM resource management planning process for Nevada

Page Two

DCNR IFC Request - Conservation Districts Program

that will ensure the conservation of Sage-grouse and its sagebrush ecosystem, while avoiding the need to list the species on the “endangered” list. It is well understood among Nevada's leaders that there will be tremendous negative implications to the economic health of the entire state, as well as the condition of the resource, should the State fail to demonstrate its commitment to, and success in, addressing threats and impacts to the bird and its habitat short of listing. In order to demonstrate state success in advance of the U.S. Fish and Wildlife Service data call, time is of the essence, meaning weeks and months count and seeking FY 13 contingency funds is critical.

As director of the Department of Conservation and Natural Resources, I look forward to joining the Governor's Office, and others interested in and impacted by this issue, in answering questions about the State's important effort and the situation that drives it.

In addition to establishing the Conservation Districts regional specialists who will work on on-the-ground project identification and implementation, as well as local coordination of myriad interested parties, DCNR is also presenting a concurrent request (Work Program C25415) for funding of a Sagebrush Ecosystem Team that represents another aspect of the recommendations. In addition, a work program (C25079) is proposed to establish, with federal funding from the U.S. Fish and Wildlife Service, an ongoing nine-member Sagebrush Ecosystem Council, with a membership mirroring the Governor's Advisory Committee, to, in part, set and clarify policies and management criteria and prioritize, consolidate and direct expenditures for Sage-grouse conservation in the state. The Council and Technical Team will serve as the state focal point for sage-grouse issues through both a representative and multi-disciplinary approach.

Attached to this request is a brief implementation document from the Department of Conservation and Natural Resources, along with a copy of the Governor's *Strategic Plan for Conservation of Greater Sage-grouse* for your review and consideration. Thank you for your consideration of this important component of the recommendations of the Governor's Sage-grouse Advisory Committee.

-

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES (DCNR)
Conservation Districts Program – B/A 4151
Cost Summary of Contingency Request for the
Conservation Staff Specialist Positions

The following is a cost summary by category for the Conservation Districts Program (CD), Conservation Staff Specialist positions. A more detailed cost breakdown by position is attached. The CD Program is proposed to add the following regional staff members:

- o Team Coordinator--Conservation Staff Specialist II/Step 5 assigned to Elko
- o Conservation Staff Specialist II/Step 1 assigned to Winnemucca
- o Conservation Staff Specialist II/Step 1 assigned to Ely (or Pioche)

These costs are estimated based on the Team Coordinator starting January 1, 2013, and the other two Conservation Staff Specialist II regional positions starting April 1, 2013.

Category:

01-Salaries		
<i>Team Coordinator – Conservation Staff Specialist II:</i>	\$37,760	\$ 9,440
<i>Conservation Staff Specialist II (step 1):</i>	\$16,332	\$ 4,083
<i>Conservation Staff Specialist II (step 1):</i>	\$16,332	\$ 4,083
10 – Out of State Travel	\$ 2,500	\$ 625
10 – In State Travel	\$ 5,000	\$ 1,250
10 – Operating*	\$20,623	\$ 5,156
10 – Equipment*	\$ 5,754	\$ 1,438
10 – Information Services*	<u>\$ 8,759</u>	<u>\$ 2,190</u>

TOTAL \$113,060 **GEN FUND \$28,265**

**Cost summary includes \$13,920 in one time start up costs for items such as laptop computer equipment, furniture and smart cell phones.*

CONSERVATION DISTRICTS - REGIONAL STAFFING COSTS - FY 13				
Categories	Conservation Staff Specialist II (Team Coord) Location: Elko Start: Jan 1, 2013	Conservation Staff Specialist II Location: Ely Start: April 1, 2013	Conservation Staff Specialist II Location: Winnemucca Start: April 1, 2013	TOTAL
01 - Personnel	\$37,760	\$16,332	\$16,332	\$70,424
02 - Out of State Travel	\$1,250	\$625	\$625	\$2,500
03 - In State Travel	\$2,500	\$1,250	\$1,250	\$5,000
04 - Operating Supplies	\$500	\$500	\$500	\$1,500
04 - Bond Insurance	\$3	\$3	\$3	\$9
04 - AG Tort Assessment	\$129	\$129	\$129	\$387
04 - State Printing Charges	\$3,000	\$1,500	\$1,500	\$6,000
04 - Rent**	\$0	\$0	\$0	\$0
04 - Gasoline	\$3,000	\$3,000	\$3,000	\$9,000
04 - State Mailroom	\$100	\$500	\$500	\$1,100
04 - Phone, Fax, etc.	\$500	\$125	\$125	\$750
04 - Cell Phone*	\$450	\$698	\$699	\$1,847
04 - Voice Mail	\$15	\$8	\$7	\$30
05 - Equip. Phone System	\$200	\$200	\$200	\$600
05 - Furniture*	\$1,718	\$1,718	\$1,718	\$5,154
26 - Email	\$8	\$4	\$4	\$16
26 - VPN Line	\$34	\$17	\$17	\$68
26 - EITS Assessment	\$164	\$164	\$164	\$492
26 - Computer Software	\$339	\$339	\$339	\$1,017
26 - Computer Laptop*	\$1,557	\$2,805	\$2,804	\$7,166
Total	\$53,227	\$29,917	\$29,916	\$113,060
General Fund 25%	\$13,307	\$7,479	\$7,479	\$28,265

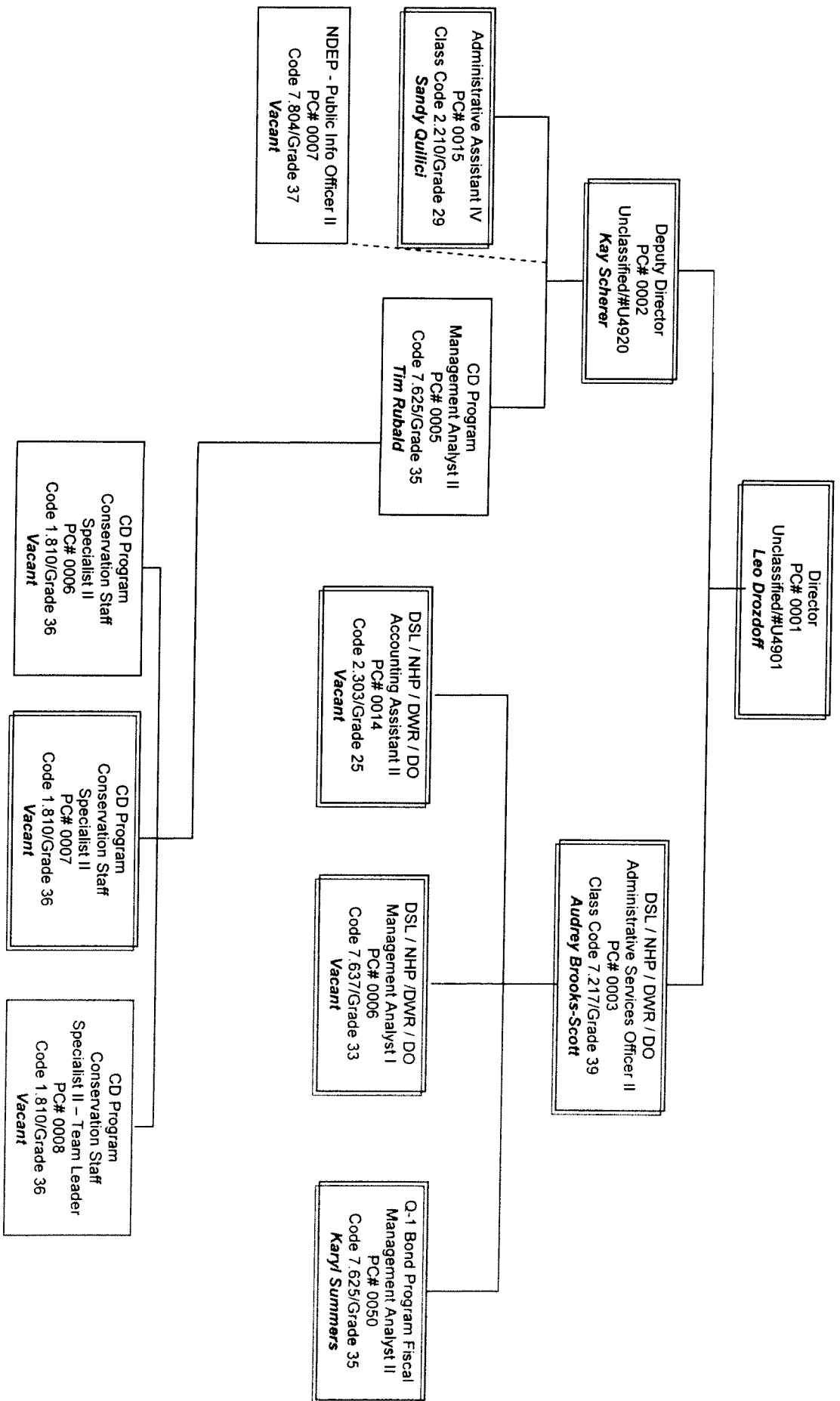
*One Time Expenditures (Furniture, Smart phones, Laptop Computers)

**Rent charges are not included. Staff will use free office space offered in USDA facilities.

Department of Conservation & Natural Resources

Office of the Director

Organizational Chart FY2014 / 2015 – Effective July 1, 2013



Department of Administration Work Program Packet Checklist

- ✓ Work program form
- ✓ Work program packet checklist
- ✓ Cumulative modification worksheet
- ✓ Cover Page detailing the reasons for the revision, benefits to the division, department and state and consequences if not approved
- ✓ Financial/Budget Status Reports (current)
- Budget projections with corresponding detail
- ✓ Fund map reflecting amounts before and after the revision
- ✓ NPD 19 (If requesting new position) **Include copy of current organizational chart w/proposed change**
- Quotes for the purchase of unbudgeted items (i.e., equipment, computers, etc.)
- ✓ Spreadsheets/detailed calculations supporting request

WORK PROGRAM REVISIONS INVOLVING GRANTS MUST ALSO INCLUDE

- Grant history/reconciliation form for grants
- Copies of all grant awards for the current year listed on the grant reconciliation form
- Copy of grant budget - if applicable
- Summary of the grant program and purpose if not included in the grant award document

IFC determination evaluation (reason work program does or does not require IFC approval Indicated with an X)

Requires IFC approval because

- | | |
|---|---|
| <input type="checkbox"/> \$75,000 or more cumulative for an expenditure category | ✓ Exceeds \$30,000 cumulative and is 10% or more cumulative for an expenditure category |
| <input type="checkbox"/> Involves the allocation of block grant funds and the agency is choosing to use the IFC meeting for the required public hearing per NRS 353.345 | <input type="checkbox"/> Non-governmental grant or gift in excess of \$20,000 |
| ✓ Includes new positions | <input type="checkbox"/> Other: |

Does not require IFC approval because

- | | |
|--|--|
| <input type="checkbox"/> \$30,000 or less cumulative for each expenditure category | <input type="checkbox"/> Places funds in Reserves, Reserve for Reversion, or Retained Earnings categories only |
| <input type="checkbox"/> Less than \$75,000 cumulative and 10% cumulative for each expenditure category | <input type="checkbox"/> Non-executive budget |
| <input type="checkbox"/> \$5,000 or less for expenditure categories 02, 03, 05, & 30 and \$10,000 or less for any other expenditure categories | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Implements general/highway fund salary adjustments approved by the BOE | Approved by:
Date: |

STATE OF NEVADA
CONSERVATION DISTRICTS

Budget Account 4151 - DCNR - DIVISION OF CONSERVATION DISTRICTS
Work Program C25122
Fiscal Year 2013

Submitted September 7, 2012

Budget Account's Primary Purpose, Function and Statutory Authority

The Conservation Districts Program in the Department of Conservation and Natural Resources, Director's Office and the State Conservation Commission regulate the activities of Nevada's 28 locally elected conservation districts. Conservation districts work for the proper development and conservation of the state's renewable natural resources by taking available technical, financial, and educational resources; and focusing and coordinating them so that they meet the needs of individual landowners and users. They often work in cooperation with counties, the United States Department of Agriculture's Natural Resources Conservation Service, and other public and private agencies for conservation of soil, water, and related resources. Statutory Authority: NRS 548, 232.090, and 232.125.

Purpose of Work Program

The purpose of this work program is to establish authority to receive non-general funds and an allocation from the Interim Finance Committee Contingency Fund for three new Conservation Staff Specialist II positions to be created within the Conservation Districts Program in Fiscal Year 2013. These positions are being requested to, in part, implement recommendations contained in Governor Sandoval's Greater Sage-grouse Advisory Committee's Strategic Plan, dated July 31, 2012. The program cost will be split 25% state 75% federal.

Justification

The purpose of this work program is to establish authority to receive non-general funds and an allocation from the Interim Finance Committee Contingency Fund for three new Conservation Staff Specialist II positions to be created within the Conservation Districts Program in Fiscal Year 2013. These positions are being requested to, in part, implement recommendations contained in Governor Sandoval's Greater Sage-grouse Advisory Committee's Strategic Plan, dated July 31, 2012. The three positions will be split 25% state general fund, and 75% non-general fund/federal receipts. Federal funds will be received from multiple sources. The 3500 revenue code is being used as a place holder, however, depending on the funding source, additional revenue codes may be added. Identified funding sources include: NRCS (Natural Resource Conservation Services), Grazing Boards, and USDA-FSA (Farm Services Administration), as well as potential funding from USFWS Partners Program, BLM and interested Nevada industries/industry groups.

Approval of this work program will allow one Conservation Staff Specialist II position to be approved for hiring effective January 1, 2013 and the remaining two positions to begin April 1, 2013. These positions will be stationed throughout rural Nevada to help coordinate the efforts of the conservation districts in the Sage Grouse and Sagebrush Ecosystem team efforts to preserve habitat throughout the state.

Expected Benefits to be Realized

A quick implementation of the Sage Grouse and Sagebrush Ecosystem efforts will help avoid the Sage Grouse from being listed as an endangered species by the US Fish and Wildlife Service. A coordinated effort which includes the 28 conservation districts throughout the state will allow a more comprehensive and cohesive plan of action, which should result in preservation of more habitat.

Explanation of Projections and Documentation

See attached:
FY 2013 Budget Status Report
FY 2013 Sources and Uses
Overview of Work Program Request
NEBS Reports for Version #CD1
NEBS Reports for Version #CD2
Attachment F - Implementation Steps for the State's Greater Nevada Sage-Grouse/Sagebrush Ecosystem Effort
Section 4.0 of Governor Sandoval's Strategic Plan for Conservation of Greater Sage-Grouse in Nevada

New Positions: Yes

Summary of Alternatives and Why Current Proposal is Preferred

If this work program is not approved and these positions are not allowed to begin working as quickly as possible, the loss of time and effort could result in the US Fish and Wildlife Service not recognizing our efforts to act quickly enough to preserve habitat for the Sage-Grouse. If the Sage-Grouse is identified as an endangered species, the negative economic impact throughout Nevada will be devastating.

**STATE OF NEVADA WORK PROGRAM
DEPARTMENT OF CONSERVATION & NATURAL RESOURCES
CONSERVATION DISTRICTS
DCNR - DIVISION OF CONSERVATION DISTRICTS
B/A 4151 SFY13**

G.L.#	REVENUES Description	Original or Legislatively Approved Work Program	APPROVED		PENDING	-----CUMULATIVE-----		Total Amount
			FIRST	SECOND	THIRD	Dollar Change	Percent Change	
			Work	Work	Work			
			WP # C24356	WP # C25286	WP # C25122			
2501	APPROPRIATION CONTROL	145,970				0	0.0%	145,970
3500	FEDERAL RECEIPTS	0		9,950	84,795	94,745	100.0%	94,745
4654	TRANSFER FROM INTERIM FINANCE	0			28,265	28,265	100.0%	28,265
Total Revenues		145,970	0.00	9,950	113,060	123,010	84.3%	268,980
EXPENDITURES								
Cat	Description							
01	PERSONNEL	61,374		2,000	70,424	72,424	118.0%	133,798
03	IN-STATE TRAVEL	9,000	-100	4,000		3,900	43.3%	12,900
04	OPERATING EXPENSES	5,432		3,950		3,950	72.7%	9,382
10	STATE ASSN CONTRIBUTIONS	0			42,636	42,636	100.0%	42,636
26	INFORMATION SERVICES	164	100			100	61.0%	264
64	GRANTS-CONSERVATION DISTRICT	70,000				0	0.0%	70,000
Total Expenditures		145,970	0.00	9,950	113,060	123,010	84.3%	268,980

REPORT ID: RSM001
 REPORT NAME: RSM001
 FROM DATE: 08/25/2012 TO DATE: 08/31/2012

** STATE OF NEVADA **
 BUDGET STATUS REPORT

PAGE: 1,367
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FISCAL YEAR	FUND	BUDGET ACCT	GENERAL FUND CONSERVATION DISTRICTS	AGENCY ORGANIZATION	701 0000	CONSERVATION DISTRICTS CONSERVATION DISTRICTS	ACCT FUNDING DESCRIPTION	DOCUMENT NUMBER	DATE	CURRENT	YEAR TO DATE	WORK PROGRAM	DIFFERENCE										
13	101	4151	GENERAL FUND CONSERVATION DISTRICTS	701	0000	CONSERVATION DISTRICTS CONSERVATION DISTRICTS	42	2501	APPROPRIATION CONTROL	AP 701 0P000002379	06/12/12	145,970.00	145,970.00	145,970.00	145,970.00	0.00							
TOTAL RECEIPTS/FUNDING													0.00	145,970.00	145,970.00	145,970.00	0.00						
OBJT DESCRIPTION													DOCUMENT NUMBER				DATE	CURRENT	YEAR TO DATE	WORK PROGRAM	DIFFERENCE		
01 PERSONNEL SERVICES													5100 SALARIES				JV 701 CNT3540391	08/31/12	-1,368.72	-4,942.60			
5120 FURLOUGH ADJUSTMENTS													JV 701 CNT3540391	08/31/12	152.08	380.20							
5200 WORKERS COMPENSATION													JV 701 CNT3540391	08/31/12	-21.22	-130.93							
5300 RETIREMENT													JV 701 CNT3540391	08/31/12	-361.19	-1,264.17							
5500 GROUP INSURANCE													JV 701 CNT3540391	08/31/12	-152.08	-1,467.28							
5660 FURLOUGH LEAVE													JV 701 CNT3540391	08/31/12	-36.82	-380.20							
5750 RETIRED EMPLOYERS GROUP INSURA													JV 701 CNT3540391	08/31/12	-5.20	-130.00							
5800 UNEMPLOYMENT COMPENSATION													JV 701 CNT3540391	08/31/12	-19.85	-18.78							
5840 MEDICARE													JV 701 CNT3540391	08/31/12	-19.85	-65.95							
SUB TOTAL															-1,813.00	-8,019.71	61,374.00	53,354.29					
ENCUMBRANCE TOTAL															0.00	0.00							
PREENCUMBRANCE TOTAL															0.00	0.00							
TOTAL															-1,813.00	-8,019.71	61,374.00	53,354.29					
03 IN STATE TRAVEL													6200 PER DIEM IN-STATE										
6240 PERSONAL VEHICLE IN-STATE																-253.64							
SUB TOTAL																-337.44							
ENCUMBRANCE TOTAL															0.00	-591.08	8,900.00	8,308.92					
PREENCUMBRANCE TOTAL															0.00	0.00							
TOTAL															0.00	-591.08	8,900.00	8,308.92					
04 OPERATING													7153 GASOLINE										
7292 BITS VOICE MAIL																-271.19							
7295 BITS STATE PHONE LINE																-2.54							
7296 BITS LONG DISTANCE CHARGES																-7.79							
7980 OPERATING LEASE PAYMENTS																-5.22							
SUB TOTAL																-32.02							
ENCUMBRANCE TOTAL															0.00	-318.76	5,432.00	5,113.24					
PREENCUMBRANCE TOTAL															0.00	0.00							
TOTAL															0.00	-318.76	5,432.00	5,113.24					
26 INFORMATION SERVICES																							

REPORT ID: RSM001
 REPORT NAME: RSM001
 FROM DATE: 08/25/2012 TO DATE: 08/31/2012

** STATE OF NEVADA **
 BUDGET STATUS REPORT

PAGE: 1.168
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FISCAL YEAR	FUND	BUDGET ACCT	GENERAL FUND CONSERVATION DISTRICTS	AGENCY ORGANIZATION 0000	701 CONSERVATION DISTRICTS	YEAR TO DATE	WORK PROGRAM	DIFFERENCE
13	101	4151						
OBJT DESCRIPTION								
26 INFORMATION SERVICES								
7533 BITS EMAIL SERVICE								
SUB TOTAL								
ENCUMBRANCE TOTAL						0.00	-1.40	
PREENCUMBRANCE TOTAL						0.00	0.00	264.00
TOTAL						0.00	0.00	262.60
64 GRANTS CONSERVATION DISTRICTS								
SUB TOTAL								
ENCUMBRANCE TOTAL						0.00	0.00	70,000.00
PREENCUMBRANCE TOTAL						0.00	0.00	70,000.00
TOTAL						0.00	0.00	70,000.00
TOTAL EXPENDITURES								
TOTAL ENCUMBRANCES						-1,813.00	-8,930.95	145,970.00
TOTAL PREENCUMBRANCES						0.00	0.00	137,039.05
TOTAL OBLIGATIONS						-1,813.00	-8,930.95	145,970.00
REALIZED FUNDING AVAILABLE						-1,813.00	137,039.05	137,039.05

**Conservation Districts Program - B/A 4151
STATEMENT OF SOURCES AND USES - FY2013**

(Fund 101, Agency 701)

Effective FY 2012 Changed to a Program within the DCNR Director's Office

Authority - Legislatively Approved Including Work Program Changes							CHECK
Category Description	Legislature Approves	GEN. ADMIN. Div. 01/Sec. 10 P/P GA01	FEDERAL FUNDS W/P#C25122	CD GIFTS Div. 02/Sec. 30 P/P GIFTS	CD GRANTS Div. 04/Sec. 10 P/P GRANTS		
REVENUE:							
2501 General Fund	\$ 145,970.00	75,970.00			70,000.00		145,970.00
2501 General Fund - W/P #C25122		28,265.00					28,265.00
3500 Federal Funds - W/P #C25122			84,795.00				84,795.00
4251 Gifts and Donations							-
TOTAL REVENUE	\$ 145,970.00	\$ 104,235.00	\$ 84,795.00	\$ -	\$ 70,000.00		\$ 259,030.00
EXPENDITURES:							
01 Salaries	\$ 61,374.00	61,374.00	70,424.00				131,798.00
PCN 0005 (Rubald)		58,822.00					
PCN 0990, 9995, 9998-new positions			70,424.00				
Salary Adjustments		-					
Longevity		-					
Board and Commission Salary		2,240.00					
Payroll and Personnel Assessments		312.00					
02 Out of State Travel	\$ -	-	2,500.00				2,500.00
03 In State Travel	\$ 9,000.00	9,000.00	5,000.00				14,000.00
04 Operating Expenses	\$ 5,432.00	5,432.00	20,623.00				26,055.00
05 Equipment	\$ -	-	5,754.00				5,754.00
26 Data Processing	\$ 164.00	164.00	8,759.00				8,923.00
30 Training	\$ -	-					-
40 DCNR Director's Office Cost Allocation	\$ -	-					-
64 Grants to Districts	\$ 70,000.00				70,000.00		70,000.00
87 Purchasing Assessment							-
88 Statewide Cost Allocation							-
89 AO Cost Allocation							-
TOTAL EXPENDITURES	\$ 145,970.00	\$ 75,970.00	\$ 113,656.00	\$ -	\$ 70,000.00		\$ 259,030.00
	Check \$ -	\$28,265.00	(\$28,265.00)	\$0.00	\$0.00		\$ 259,030.00
W/P #C25122 Conservation Specialist II - 3 positions.							

STATE OF NEVADA - POSITION QUESTIONNAIRE (NPD-19)

- New Position
- Vacant Position
- Filled Position

DEPARTMENT: CONSERVATION AND NATURAL RESOURCES			
DIVISION: DIRECTOR'S OFFICE			
GEOGRAPHIC LOCATION OF POSITION: ELKO, NEVADA			
AGENCY ID# (3 digits): 701	FUND# 101 (3 digits):		
AGENCY ORG/BUDGET# (4 digits): 4151	POSITION CONTROL#: 0006		
CURRENT CLASS TITLE <i>(If vacant or filled position):</i> N/A		CLASS CODE:	GRADE:
REQUESTED CLASS TITLE: CONSERVATION STAFF SPECIALIST II		CLASS CODE: 1.810	GRADE: 36
EMPLOYEE NAME: New Employee - not yet determined	PHONE#: N/A	EMAIL: N/A	
SUPERVISOR NAME: Tim Rubald	PHONE#: 775-684-2764	EMAIL: tmrubald@dcnr.nv.gov	

1. APPOINTING AUTHORITY/EMPLOYEE CERTIFICATION	
CERTIFICATION: I certify that I have read the instructions page and the statements provided in this NPD-19 are correct and complete.	
Changed responsibilities were/will be effected on: _____ Date: 01/01/2013	
Appointing Authority or Designated Representative signature: _____	Date: _____
Employee signature: N/A	Date: N/A
Is this request being submitted with agency approval or knowledge? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
3a. FOR COMPLETION BY BUDGET DIVISION ONLY	
Required for new positions and when NAC 284.126 (3) applies.	
<input type="checkbox"/> Approved effective date (if change is approved by DHRM) _____ Date: _____	
<input type="checkbox"/> Approved - date to be determined and change to be approved by DHRM	
<input type="checkbox"/> Disapproved	
Part-time (%): _____	Expire date: _____
Signature: _____	Date: _____
Notes: _____	
3b. FOR COMPLETION BY ENTERPRISE IT SERVICES ONLY	
Required when NRS 284.172 applies for positions to be classified to or changing classification within the Fiscal Management & Staff Services: Information Technology subgroup.	
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
Signature: _____	Date: _____
4. FOR COMPLETION BY DIVISION OF HUMAN RESOURCE MANAGEMENT ONLY	
Dept code: _____	Effective date: _____
Division code: _____	Expire date: _____
Class code: _____	Title: _____
Class option: _____	Grade: _____
IFC/Legislative approval required? <input type="checkbox"/> No <input type="checkbox"/> Yes, date approved: _____	
INSTRUCTIONS TO APPOINTING AUTHORITY	
Incumbent meets MQ's: <input type="checkbox"/> No <input type="checkbox"/> Yes	
<input type="checkbox"/> Other: _____	Study#: _____
	Analyst: _____
	Date: _____
	Supervisor: _____
	Date: _____

- 1. What is prompting this request? If this is an existing position, state the significant changes (as defined in NAC 284.126) in duties and responsibilities which have been made in the position since it was established or last reviewed by the Department of Personnel. If this is a new position, have there been additional responsibilities placed on the organization? If yes, please explain. Attach documentation relative to legislation, board/commission proceedings, new organizational goals, etc., if applicable.**

Throughout the summer of 2012, through the action of Governor Sandoval's Executive Order 2012-09, the Governor's Greater Sage-grouse Advisory Committee developed the *Strategic Plan For Conservation of Greater Sage-Grouse in Nevada*. This plan was submitted to Governor Sandoval on July 31, 2012. Subsequently, on August 24, 2012, Governor Sandoval submitted a letter to DCNR Director Leo Drozdoff appointing the DCNR "as the lead entity for all matters related to sage-grouse management in the State of Nevada." This action is what has prompted the need for this new position.

- 2. What position(s), if any, previously performed these new or additional duties? List class title and position control number of position(s). (A separate NPD-19 may be required for these positions.)**

NONE

- 3. Briefly describe the major purpose of this job.**

The job is designed to be the Team Leader of three field staff to assist on a state wide basis, as well as at a regional level, the implementation of conservation programs and projects. This will be accomplished by closely working with other local and state, as well as federal, agencies at the local, regional, and state level. Included, but not limited to this list are: the Bureau of Land Management (BLM), US Forest Service (USFS), US Fish and Wildlife Service (USFWS), USDA Natural Resources Conservation Service (NRCS), USDA Farm Services Administration (FSA), USDA Rural Development (USDA-RD), Nevada Department of Wildlife (NDOW), Nevada Department of Agriculture, University of Nevada Cooperative Extension (UNCE) program, Nevada Division of Forestry (NDF), State Lands Division of DCNR, County Commissions and boards, large scale property owners, private industry officials, and the system of 28 locally elected Conservation Districts (CDs) throughout the state.

Working closely with the CDs and their locally elected leadership, the job will assist in developing and implementing projects focused on the sagebrush ecosystem in the area. Additional duties will include developing and coordinating grant programs with a wide variety of federal, state and industry partners, some of which were listed above. They will also work closely with, and assist in the management of the volunteer "Local Area Working Groups" (LAWGs) throughout the region and state, pursuing the integration of the CDs and LAWGs where feasible, to focus on the sagebrush ecosystem of Nevada. These are groups of volunteers, many who have spent years working on sage-grouse issues in their areas of expertise.

- 4. Attach a copy of the agency organizational chart to this form. Please circle this position.**

5. List the duties performed in this job. Assign a number to each duty and estimate the percentage of time spent on each duty (percentages should add to 100%). If it is not possible to estimate the percentage of time spent in each area daily, estimate the time on a weekly, monthly, or annual basis. If this is an existing position, please put an asterisk (*) next to each duty that is new.

DUTY#	DUTY	FREQUENCY
1	Develop, formulate, and coordinate sagebrush ecosystem remediation plans with each CD in the region of direct service. This will include coordinating work efforts, and work periods, as well as managing efforts of teams of volunteers to implement some of the "on the ground" efforts.	35%
2	Coordinate grant programs, including applying for grants, distributing grants along with the necessary tracking and reporting to the funding entities. Cooperating with a wide variety of individuals and agencies, maintain records of the use of funds and matching those uses to funding program criteria. On a regional level, be responsible for organizing, obtaining, and maintaining funding from a wide variety of sources to implement remediation plans.	30%
3	Arrange for the necessary tracking and monitoring of work done by volunteers and contractors with professional staff from other agencies and funding organizations. This will include working with technical biologists, range conservationists, hydrologists, environmental specialists, and many other professional and technical level agency staff and contractors.	20%
4	Develop contracts and supervise contractors when appropriate, on a project-by-project basis. This will include familiarity with the state's purchasing policies and procedures.	10%
5	<p>Work closely developing plans and programs with funding partners and the CDs. Training of CD elected supervisors and any staff the districts may have, in a wide variety of reporting requirements on a case-by-case and project specific basis.</p> <p>The job will also require interaction with elected and appointed officials through the State Conservation Commission, the Nevada Legislature, and numerous Director level gubernatorial appointees.</p>	5%

6. What duties are performed that require the incumbent to make choices, determinations, or judgments? Please give examples. Working and meeting with elected and appointed officials requires instantaneous judgments based on past history and work in the field. Decisions on a daily basis on resource requirements on simultaneous job sites in order to effectively and efficiently manage the day to day programs and projects of a wide variety of individuals and CDs. A significant variety of protocols; biological, geographical, and organizational, will need to be followed and maintained on a daily basis.

7a. List the class titles and position control numbers of all employees that are supervised by this position. NONE This position will not supervise directly but will be a field team leader of the other two Conservation Staff Specialist IIs; PCN 0006 and 0007

7b. Describe the extent of supervisory responsibility exercised over these employees.
(Check appropriate boxes.)

- | | | | |
|--|---|--|-------------------------------------|
| <input type="checkbox"/> Final selection | <input type="checkbox"/> Work assignment | <input type="checkbox"/> Performance appraisal | <input type="checkbox"/> Discipline |
| <input checked="" type="checkbox"/> Training | <input checked="" type="checkbox"/> Work review | <input type="checkbox"/> Other (specify): | |

8. List any licenses, certificates, degrees, or credentials that are required by law for this job.
Position will need a valid Nevada Class C or higher drivers license.

9. List equipment which is used that requires specialized training.
NONE

10a. List the name, title, and position control number of the position's supervisor.

Tim Rubald, MAII, Program Manager of Conservation Districts Program, 0005

10b. Describe the type and extent of supervision received.

This position will receive general direction from the Program Manager. Guidance, planning assistance, and some limited direction in dealing with specific issues will occur. Position needs to have strong leadership qualities as well as able to work on their own, and will need to perform technical and complex assignments with limited supervision.

11. What statutes, laws, rules, procedures, or guidelines are used in performing assignments?

The position will need to work with state fiscal and contracting procedures, federal laws and rules pertaining to the Endangered Species Act and National Environmental Policy Act. Adherence to NRCS' recommendations for Best Management Practices will be needed, as well as procedures developed by the Sagebrush Ecosystem Advisory Council.

12. What people are contacted in carrying out the duties of this position? Explain the purpose of each contact.

The position will require regular contact with state and federal agency personnel to coordinate efforts and funding. Additionally the incumbent will meet regularly to assist, facilitate, provide leadership and training, and assist in planning of the CDs in the region.

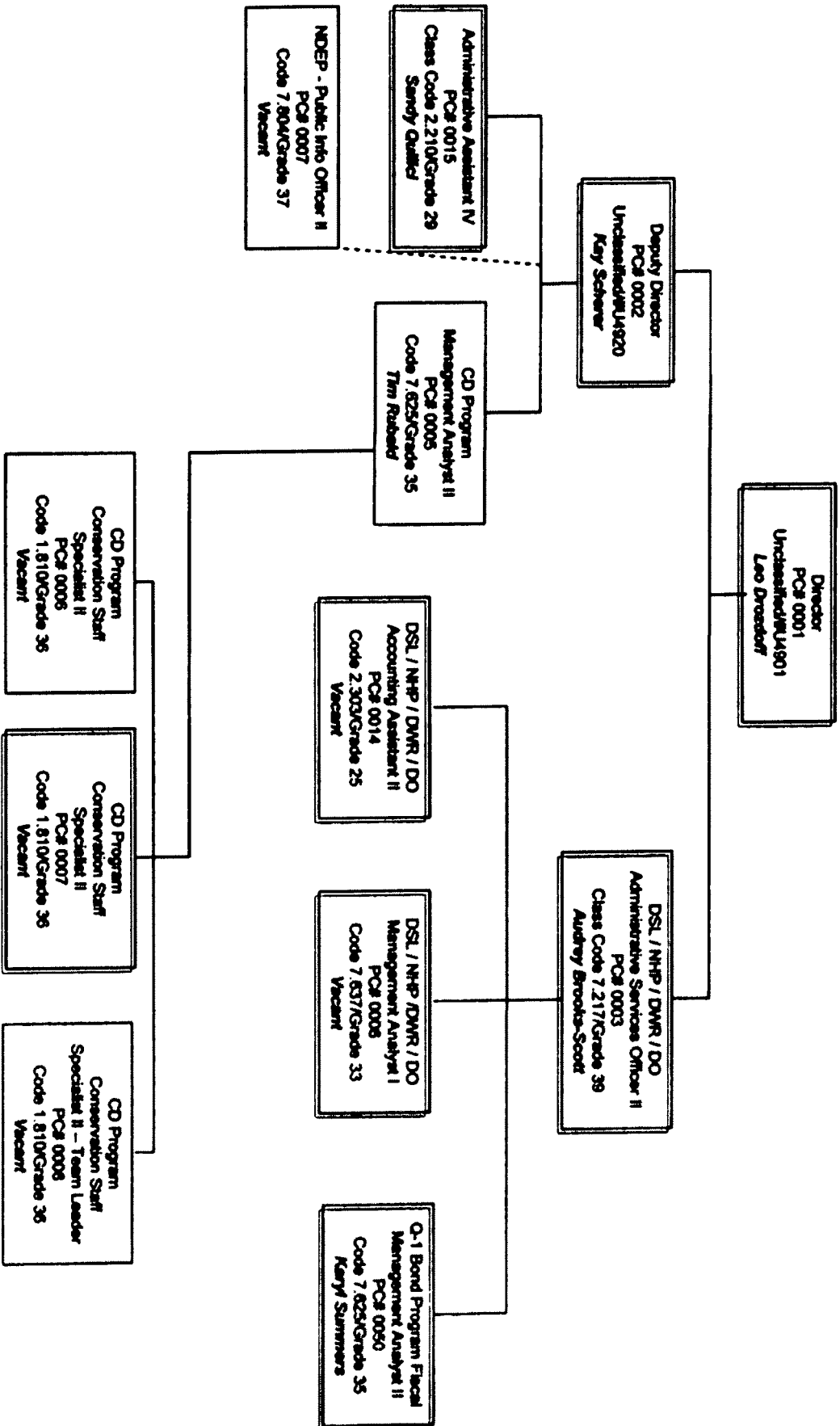
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The position from time to time will need to be able to traverse several miles in a variety of terrain and in a variety of weather conditions typical of Nevada.

14. Provide any additional information about the job which you consider to be important to the classification, but which has not been previously mentioned.

This position is in response to the recommendations in the *Strategic Plan For Conservation of Greater Sage-Grouse in Nevada* for the development of on-the-ground teams to work directly with the Governor's Sagebrush Ecosystem Advisory Council, the technical team, the LAWGs and the CDs. One of the main purposes of the position is to help protect the Greater Sage-grouse and its habitat, and improve that habitat through restoration processes, thus preventing a listing by the USFWS. A listing of the Sage-grouse as threatened or endangered by the USFWS would have profound and significant detrimental impacts to Nevada's economy and culture for decades to come.

**Department of Conservation & Natural Resources
Office of the Director
Organizational Chart FY2014 / 2015 – Effective July 1, 2013**



STATE OF NEVADA - POSITION QUESTIONNAIRE (NPD-19)

- New Position
- Vacant Position
- Filled Position

DEPARTMENT: CONSERVATION AND NATURAL RESOURCES			
DIVISION: DIRECTOR'S OFFICE			
GEOGRAPHIC LOCATION OF POSITION: WINNEMUCCA, NEVADA			
AGENCY ID# (3 digits): 701	FUND# 101 (3 digits):		
AGENCY ORG/BUDGET# (4 digits): 4151	POSITION CONTROL#: 0007		
CURRENT CLASS TITLE (If vacant or filled position): N/A	CLASS CODE:	GRADE:	
REQUESTED CLASS TITLE: CONSERVATION STAFF SPECIALIST II	CLASS CODE: 1.810	GRADE: 36	
EMPLOYEE NAME: New Employee – not yet determined	PHONE#: N/A	EMAIL: N/A	
SUPERVISOR NAME: Tim Rubald	PHONE#: 775-684-2764	EMAIL: timrubald@dcnr.nv.gov	

1. APPOINTING AUTHORITY/EMPLOYEE CERTIFICATION	
CERTIFICATION: I certify that I have read the instructions page and the statements provided in this NPD-19 are correct and complete.	
Changed responsibilities were/will be effected on:	Date: 01/01/2013
Appointing Authority or Designated Representative signature:	Date:
Employee signature: N/A	Date: N/A
Is this request being submitted with agency approval or knowledge? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	

3a. FOR COMPLETION BY BUDGET DIVISION ONLY	
Required for new positions and when NAC 284.126 (3) applies.	
<input type="checkbox"/> Approved effective date (if change is approved by DHRM)	Date:
<input type="checkbox"/> Approved – date to be determined and change to be approved by DHRM	
<input type="checkbox"/> Disapproved	
Part-time (%):	Expire date:
Signature:	Date:
Notes:	

3b. FOR COMPLETION BY ENTERPRISE IT SERVICES ONLY	
Required when NRS 284.172 applies for positions to be classified to or changing classification within the Fiscal Management & Staff Services: Information Technology subgroup.	
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
Signature:	Date:

4. FOR COMPLETION BY DIVISION OF HUMAN RESOURCE MANAGEMENT ONLY		
Dept code:	Effective date:	Expire date:
Division code:		
Class code:	Title:	Grade:
Class option:	IFC/Legislative approval required? <input type="checkbox"/> No <input type="checkbox"/> Yes, date approved:	

INSTRUCTIONS TO APPOINTING AUTHORITY	
Incumbent meets MQ's: <input type="checkbox"/> No <input type="checkbox"/> Yes	Study#:
<input type="checkbox"/> Other:	Analyst: Date:
	Supervisor: Date:

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7a. List the class titles and position control numbers of all employees that are supervised by this position. NONE

7b. Describe the extent of supervisory responsibility exercised over these employees.
(Check appropriate boxes.)

- Final selection Work assignment Performance appraisal Discipline
 Training Work review Other (specify):

8. List any licenses, certificates, degrees, or credentials that are required by law for this job.
Position will need a valid Nevada Class C or higher driver's license.

9. List equipment which is used that requires specialized training.
NONE

10a. List the name, title, and position control number of the position's supervisor.

Tim Rubald, MAII, Program Manager of Conservation Districts Program, 0005

10b. Describe the type and extent of supervision received.

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11. What statutes, laws, rules, procedures, or guidelines are used in performing assignments?

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12. What people are contacted in carrying out the duties of this position? Explain the purpose of each contact.

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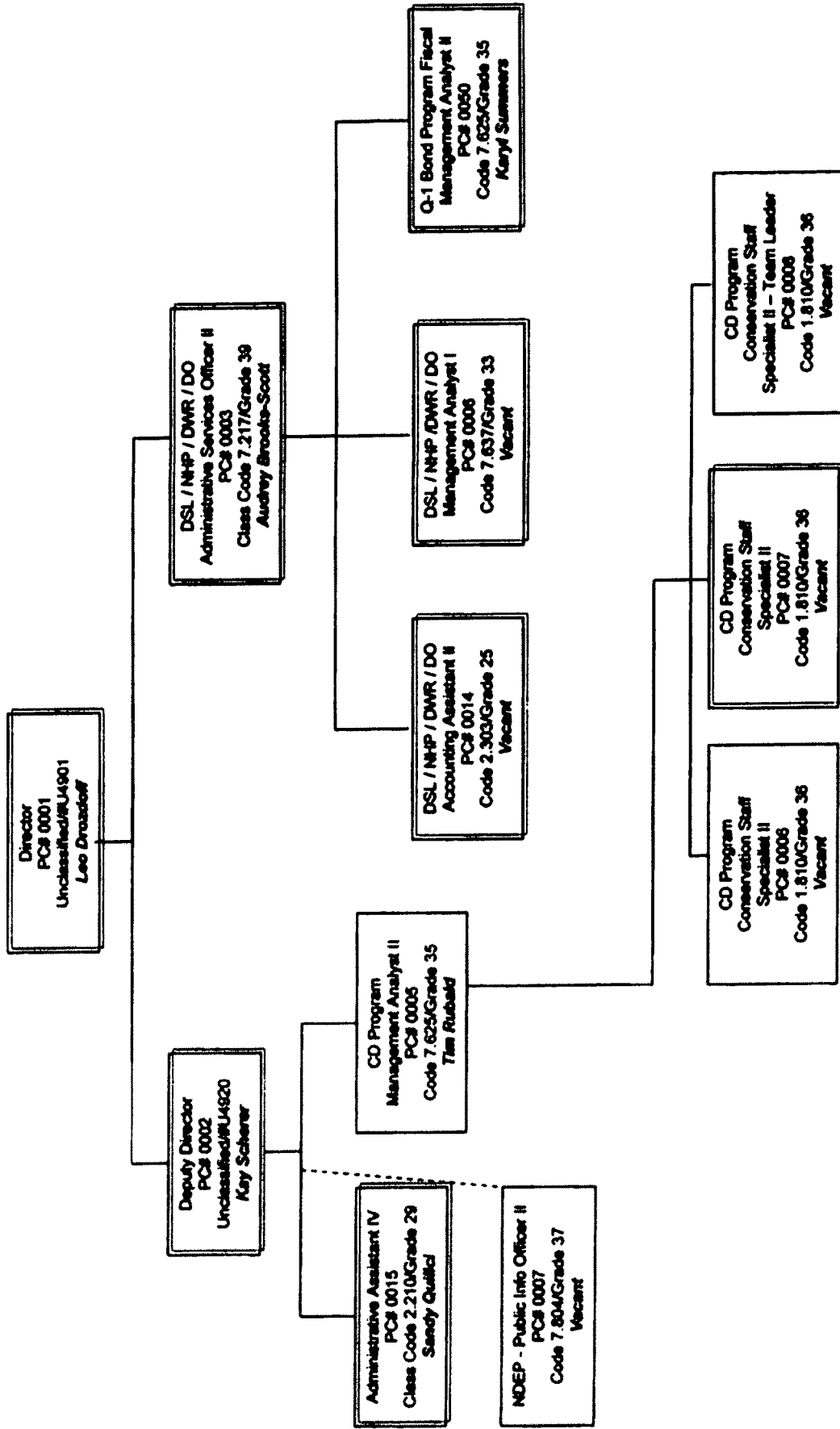
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Department of Conservation & Natural Resources
Office of the Director
Organizational Chart FY2014 / 2015 – Effective July 1, 2013



STATE OF NEVADA - POSITION QUESTIONNAIRE (NPD-19)

- New Position
- Vacant Position
- Filled Position

DEPARTMENT: CONSERVATION AND NATURAL RESOURCES			
DIVISION: DIRECTOR'S OFFICE			
GEOGRAPHIC LOCATION OF POSITION: ELY, NEVADA			
AGENCY ID# (3 digits): 701	FUND# 101 (3 digits):		
AGENCY ORG/BUDGET# (4 digits): 4151	POSITION CONTROL#: 0008		
CURRENT CLASS TITLE (If vacant or filled position): N/A		CLASS CODE:	GRADE:
REQUESTED CLASS TITLE: CONSERVATION STAFF SPECIALIST II		CLASS CODE: 1.810	GRADE: 36
EMPLOYEE NAME: New Employee - not yet determined	PHONE#: N/A	EMAIL: N/A	
SUPERVISOR NAME: Tim Rubeld	PHONE#: 775-684-2764	EMAIL: timrubeld@dcnr.nv.gov	

1. APPOINTING AUTHORITY/EMPLOYEE CERTIFICATION		
CERTIFICATION: I certify that I have read the instructions page and the statements provided in this NPD-19 are correct and complete.		
Changed responsibilities were/will be effected on:	Date: 01/01/2013	
Appointing Authority or Designated Representative signature:	Date:	
Employee signature: N/A	Date: N/A	
Is this request being submitted with agency approval or knowledge? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		
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<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved		
Signature:	Date:	
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Dept code:	Effective date:	Expire date:
Division code:		
Class code:	Title:	Grade:
Class option:	IFC/Legislative approval required? <input type="checkbox"/> No <input type="checkbox"/> Yes, date approved:	
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- 2. What position(s), if any, previously performed these new or additional duties? List class title and position control number of position(s). (A separate NPD-19 may be required for these positions.)**

NONE

- 3. Briefly describe the major purpose of this job.**

The job is designed to be one of three field staff to assist on a state wide basis, as well as at a regional level, the implementation of conservation programs and projects. This will be accomplished by closely working with other local and state, as well as federal, agencies at the local, regional, and state level. Included, but not limited to this list are: the Bureau of Land Management (BLM), US Forest Service (USFS), US Fish and Wildlife Service (USFWS), USDA Natural Resources Conservation Service (NRCS), USDA Farm Services Administration (FSA), USDA Rural Development (USDA-RD), Nevada Department of Wildlife (NDOW), Nevada Department of Agriculture, University of Nevada Cooperative Extension (UNCE) program, Nevada Division of Forestry (NDF), State Lands Division of DCNR, County Commissions and boards, large scale property owners, private industry officials, and the system of 28 locally elected Conservation Districts (CDs) throughout the state.

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7a. List the class titles and position control numbers of all employees that are supervised by this position. NONE

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(Check appropriate boxes.)

- | | | | |
|--|--|--|-------------------------------------|
| <input type="checkbox"/> Final selection | <input type="checkbox"/> Work assignment | <input type="checkbox"/> Performance appraisal | <input type="checkbox"/> Discipline |
| <input type="checkbox"/> Training | <input type="checkbox"/> Work review | <input type="checkbox"/> Other (specify): | |

8. List any licenses, certificates, degrees, or credentials that are required by law for this job.
Position will need a valid Nevada Class C or higher driver's license.

9. List equipment which is used that requires specialized training.
NONE

10a. List the name, title, and position control number of the position's supervisor.

Tim Rubald, MAII, Program Manager of Conservation Districts Program, 0005

10b. Describe the type and extent of supervision received.

This position will receive general direction from the Program Manager. Guidance, planning assistance, and some limited direction in dealing with specific issues will occur. Position needs to have strong leadership qualities as well as able to work on their own, and will need to perform technical and complex assignments with limited supervision.

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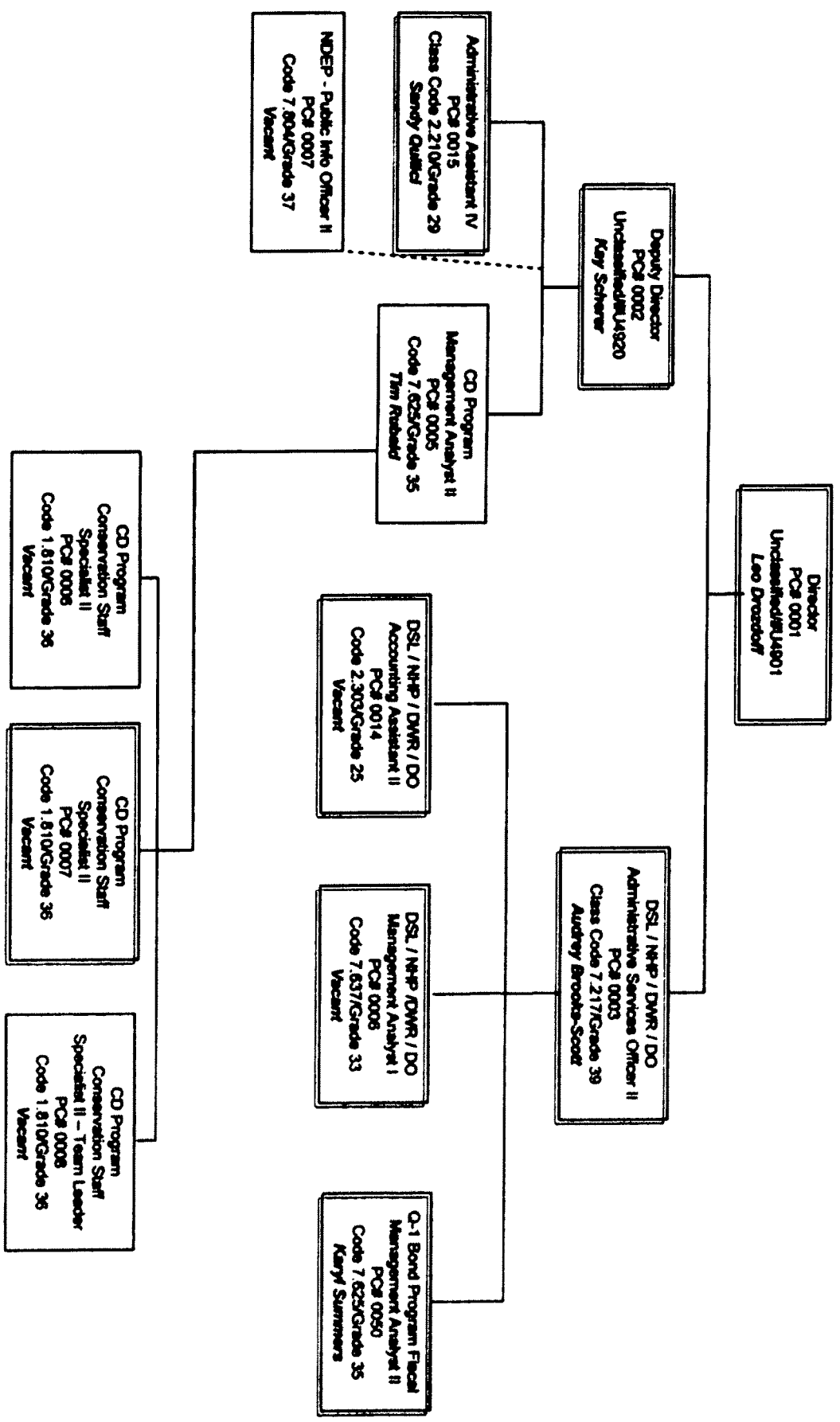
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Department of Conservation & Natural Resources
Office of the Director
 Organizational Chart FY2014 / 2015 – Effective July 1, 2013



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DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
Conservation Districts Program – B/A 4151
Work Program #C25122
Overview of Work Program Request

The following overview is a breakdown of the numbers prepared as working versions in NEBS for the three new Conservation Staff Specialist II positions being requested in this work program. There are two working versions:

1. CD1 – Calculations for one new Conservation Staff Specialist II position (step 5) to begin work on January 1, 2013. All costs are estimates for the remaining six months of fiscal year 2013.
2. CD2 – Calculations for two new Conservation Staff Specialist II positions (step 1) to begin work on April 1, 2013. All costs are estimates for the remaining three months of fiscal year 2013.

Cost Breakdown:

<u>Category</u>	<u>FY2013 – CD1</u>	<u>FY2013 – CD2</u>	<u>TOTAL</u>
01-Salaries	\$ 37,760	\$ 32,664	\$ 70,424
02-Out of State Travel	\$ 1,250	\$ 1,250	\$ 2,500
03-In State Travel	\$ 2,500	\$ 2,500	\$ 5,000
04-Operating	\$ 7,697	\$ 12,926	\$ 20,623
05-Equipment	\$ 1,918	\$ 3,836	\$ 5,754
26-Info Services	<u>\$ 2,102</u>	<u>\$ 6,657</u>	<u>\$ 8,759</u>
TOTAL:	<u>\$ 53,227</u>	<u>\$ 59,833</u>	<u>\$113,060</u>

Funding

RGL 2501-General Fund (25%)	\$28,265
RGL 3500-Federal Funds (75%)	\$84,795

Section A: Position Detail
 Budget Account: 4151 DCNR - DIVISION OF CONSERVATION DISTRICTS

Type Description	Activity Position Group	FCN	Class	Step	GD	Mo	SR	End	CD	Actual	W/P	Y1	Y2	W	Salary	Benefits	Salary	Benefits	
																2013-2014	2014-2015		
E226 EFFICIENT AND RESPONSIVE STATE GOVERNMENT																			
GF01 GENERAL FUND																			
4	CONSERVATION STAFF SPEC 2	000008	01810	36-5	0	1	1-14	7-14	1	0.00	0.00	1.00	0.00	Y SUM	27,988	9,772	0	0	
New Conservation Staff Specialist II position requested to begin work January 1, 2013. This position will be a step 5 and will coordinate and oversee the tasks performed by the additional two Conservation Staff Specialist II positions (step 1) that will begin work on April 1, 2013. This position will be located in Elio, NV. See Attachment.																			
TOTAL FOR LINE ITEM POSITION GROUP GF01											0.00	0.00	1.00	0.00		27,988	9,772	0	0
TOTAL FOR DECISION UNIT E226											0.00	0.00	1.00	0.00		27,988	9,772	0	0
TOTAL FOR BUDGET ACCOUNT 4151											0.00	0.00	1.00	0.00		27,988	9,772	0	0

2013-2015 Biennium (FY14-15)
 Payroll/Position Detail
 CD1 FY13-1 FTE FOR 6 MONTHS

Section C: Position Cost Details
 Budget Account: 4151 DCNR - DIVISION OF CONSERVATION DISTRICTS

Type Description	PCN	Class	Actual	FTE	FTE	FTE	Salary	Rel.	Grp.	Worke	Pers	Unemp.	Fyrl	Rel.	Grp.	Medicare	Benefit	
				WP	Y1/Y2	Y1/Y2		Ins	Comp	Assent	Ins.	Assent	Medicare	Y1/Y2				
E228 EFFICIENT AND RESPONSIVE STATE GOVERNMENT																		
GF01 GENERAL FUND																		
4	CONSERVATION STAFF SPEC 2	000006	01810	0.00	0.00	1.00	27,968	3,429	4,414	434	185	108	42	756	408	0	9,772	
TOTAL FOR LINE ITEM POSITION GROUP GF01				0.00	0.00	1.00	27,968	0	0	0	0	0	0	0	0	0	9,772	
TOTAL FOR DECISION UNIT E228				0.00	0.00	1.00	27,968										9,772	
TOTAL FOR BUDGET ACCOUNT 4151				0.00	0.00	1.00	27,968										9,772	

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Payroll/Position Detail
 2013-2015 Biennium (FY14-15)
 CD2 FY13-2 FTE FOR 3 MONTHS

Section A: Position Detail
 Budget Account: 4151 DCNR - DIVISION OF CONSERVATION DISTRICTS

Type	Description	Activity Position Group	PCN	Class	Step	Qd	Add	Arr	Rk	FTE	FTE	FTE	FTE	FTE	Y2 M	2013-2014		2014-2015	
																Salary	Benefits	Salary	Benefits
EZZS EFFICIENT AND RESPONSIVE STATE GOVERNMENT																			
GF01 GENERAL FUND																			
4	CONSERVATION STAFF SPEC 2	G01 DEFAULT GROUP	000007	01810	36-1	0	4	4-14	7-14	1	0.00	0.00	1.00	0.00	Y SUM	11,856	4,476	0	0
One Conservation Staff Specialist II position located in Winnemucca, NV. [See Attachment]																			
4	CONSERVATION STAFF SPEC 2	G01 DEFAULT GROUP	000008	01810	36-1	0	4	4-14	7-14	1	0.00	0.00	1.00	0.00	Y SUM	11,856	4,476	0	0
One Conservation Staff Specialist II position located in Ely, NV.																			
[See Attachment]																			
TOTAL FOR LINE ITEM POSITION GROUP GF01											0.00	0.00	2.00	0.00		23,712	8,952	0	0
TOTAL FOR DECISION UNIT EZZS											0.00	0.00	2.00	0.00		23,712	8,952	0	0
TOTAL FOR BUDGET ACCOUNT 4151											0.00	0.00	2.00	0.00		23,712	8,952	0	0

State of Nevada - Budget Division
 Payroll/Position Detail
 2013-2015 Biennium (FY14-15)
 CD2 FY13-2 FTE FOR 3 MONTHS

Section C: Position Cost Details
 Budget Account: 4151 DCNR - DIVISION OF CONSERVATION DISTRICTS

Type Description	PCN	Class	Actual	FTE	WP	FTE	Salary	Ret.	Grp. Ins.	Worker's Comp	Pers Assmt	Unemp. Ins.	Pyl Assmt	Ret Grp.	Medicare	Benefits
EZZS EFFICIENT AND RESPONSIVE STATE GOVERNMENT																
GFP1 GENERAL FUND																
4 CONSERVATION STAFF SPEC 2	000007	01810	0.00	0.00	1.00	11,856	1,452	2,207	194	78	45	18	320	172	4,476	
					0.00	0	0	0	0	0	0	0	0	0	0	
4 CONSERVATION STAFF SPEC 2	000008	01810	0.00	0.00	1.00	11,856	1,452	2,207	184	78	45	18	320	172	4,476	
					0.00	0	0	0	0	0	0	0	0	0	0	
TOTAL FOR LINE ITEM POSITION GROUP GFP1			0.00	0.00	2.00	23,712										8,952
TOTAL FOR DECISION UNIT EZZS			0.00	0.00	2.00	23,712										8,952
TOTAL FOR BUDGET ACCOUNT 4151			0.00	0.00	2.00	23,712										8,952

4.0 IMPLEMENTATION RESPONSIBILITIES

The potential impacts of the listing of the greater sage-grouse under the ESA are well-documented. A listing decision would have significant negative impacts on the State of Nevada. Further, much action is currently underway to conserve the species – a listing decision likely could force engaged parties to cease their actions, pursue expensive litigation and stop work to conserve the greater sage-grouse.

Unless listed under the ESA, management of the greater sage-grouse is the responsibility of the State of Nevada. The Committee believes that it is in the best interests of the State to propose a management strategy that the State can enact. The Committee believes that, if implemented, the recommendations in this report sufficiently conserve the species while enabling the custom, culture and economy of the State of Nevada to continue moving forward. Leadership of the State, from the highest level, has been cited as one of the major reasons for successful conservation strategy implementation and the Committee believes that it is the State's proper role to assume leadership of this important Nevada issue.

4.1 Sage-grouse Advisory Council

OBJECTIVE: *Establish a state process to coordinate development activities in Sage-grouse Management Areas. Assure that the Council has the appropriate legislative authority to oversee and implement this Strategic Plan.*

The Council should:

1. Have membership mirroring that of the Governor's Advisory Committee established by EO 2012-09 and provide a forum for participation from federal resource agencies including BLM, USFS, and USFWS.
2. Establish the Nevada Sage-grouse Mitigation Bank program.
3. Set and clarify policies and management criteria for occupied, suitable, and potential habitat areas and establish well defined decision thresholds for threat assessments and mitigation (regulatory process).
4. Facilitate the resolution of conflicts between industry, land owners, and resource agencies when there is disagreement regarding sage-grouse management.
5. Prepare a budget, secure and consolidate funding, and direct expenditures for sage-grouse conservation.
6. Pursuant to Attachment D "Inter-Tribal Council of Nevada, Inc. Resolution & Letter of Support," integrate Tribal participation in the statewide conservation effort, and acknowledge traditional Tribal ecological knowledge when available to update Sage-grouse Management Areas.
7. Establish policies for the identification and prioritization of landscape-scale enhancement, restoration, fuel reduction, and mitigation projects based upon ecological site potential, state and transition models, and other data that will contribute to decision making informed by science to increase resiliency.

8. Receive and approve an annual report from the Technical Team that includes compiled and summarized data on development, enhancement, restoration, and mitigation activities in occupied, suitable, and potential sage-grouse habitat. The Council should submit the annual report to the Governor and the Public.
9. Develop standards and protocols to propose to the BLM and USFS in order to facilitate expedited National Environmental Policy Act review for restoration activities in sage-grouse habitat.
10. Council activities should not add additional regulatory provisions or oversight for sage-grouse management beyond the scope of the recommendations provided in this Strategic Plan.
11. Encourage and facilitate land management education and training for all user groups of sage-grouse habitat.

4.2 Sage-grouse Technical Team

OBJECTIVE: *Implement a multi-disciplinary approach for administration of this Strategic Plan that incorporates scientific expertise from Federal and State agencies, and provides certainty to industry that there is a well-defined process for permitting activity in Sage-grouse Management Areas.*

Creation of the "Technical Team" will establish a place and a process for on-the-ground decision making using the 'Tahoe Conservation Team' as a successful example of inter-agency team management to achieve a specific resource objective. The Technical Team should:

1. Be staffed by personnel from the Nevada Department of Agriculture, the Nevada Department of Conservation and Natural Resources: Division of Forestry, Division of State Lands, Natural Heritage Program, the Nevada Department of Wildlife, and ideally, representatives from the Nevada Association of Counties, the BLM Nevada State Office, the Humboldt-Toiyabe National Forest Supervisor's Office, the USFWS and Natural Resource Conservation Service (NRCS)
2. In accordance with Council policy, oversee, administer or operate the Nevada Sage-grouse Mitigation Bank program identified in this Strategic Plan.
3. Identify and prioritize landscape-scale enhancement, restoration, fuel reduction, and mitigation projects based upon ecological site potential, state and transition models, and other data that will contribute to decision making informed by science to increase resiliency following wildfire.
4. Foster and maintain collaborative processes with state and federal agencies to expedite permitting. Decision-making should be extended to the Technical Team such that permitting will be expedited rather than extended by an added layer of bureaucracy.
5. Provide consultation for project proponents who want to conduct activities in occupied or potential sage-grouse habitat to incorporate the avoid, minimize, and mitigate practices into project designs.

6. Assist the BLM and USFS as appropriate to evaluate the cumulative effects of individual small projects (less than five acres) to avoid exceeding a tolerable level of disturbance in occupied and suitable sage-grouse habitat and to determine if additional mitigation is required.
7. Acquire data to refine Sage-grouse Management Areas to identify occupied, suitable, potential, and non-habitat areas.
8. Solicit grants and private contributions for sage-grouse conservation projects. A partial list of potential funding opportunities in Nevada is included in Attachment C.
9. Establish a geographic database repository to maintain the inventory of development and mitigation projects, population data, and monitoring results. The Technical Team will compile and summarize data annually and submit an annual progress report to the Council.
10. Conduct periodic adaptive management evaluations to make management and policy recommendations to the Council.
11. Project applicants should have the opportunity to conduct robust ground-truthing for the presence or absence of habitat.

4.3 Local Area Working Groups

The LAWGs provide all stakeholders with an opportunity to work together in actively managing and restoring landscapes across boundaries. Even with collaboration there is a realization that to be successful there is a need for more investment from all sources to achieve sage-grouse conservation objectives. LAWG membership includes representation from private land owners, tribes, federal land management agencies, local governments, USFWS, USGS, NDOW, NGOs, USDA-ARS, UNR, USDA-NRCS, DOD, sportsmen, mining, energy, OHV users, agricultural and environmental interests.

The State of Nevada should:

1. Formalize, support, and adequately fund operation of LAWGs under existing State Conservation Districts.
2. Assure continued engagement of proven collaborative successes by charging LAWGs with responsibilities such as a) Developing and implementing site-specific plans to accomplish enhancement and restoration projects on federal lands that are identified by the Council as areas of high importance to sage-grouse; b) Updating Sage-grouse Management Area maps; c) Monitoring; d) Identifying potential habitat enhancement and restoration projects; and e) Other tasks where local, site-specific expertise can provide added-value.

September 2012

Implementation Steps for the State's Greater Nevada Sage-Grouse/Sagebrush Ecosystem Effort

Overview

On December 9, 2011, in response to the U.S. Fish and Wildlife Service's (USFWS) inadequate regulatory mechanisms finding and to avoid a potential listing of the greater sage-grouse, the Bureau of Land Management (BLM) and the United States Forest Service (USFS) began a process to amend their land use management plans affecting sage-grouse habitat to incorporate sage-grouse conservation measures. As a step in implementing a landscape level strategy to benefit the species while maintaining a robust economy in the West, Secretary Salazar invited the states impacted by a potential sage-grouse listing to develop state-specific regulatory mechanisms to conserve the species and preclude the need for listing.

On March 30, 2012, Governor Sandoval issued Executive Order 2012-09, which established the Governor's Greater Sage-Grouse Advisory Committee (Advisory Committee) with a directive to provide this updated strategy and recommended approach for sage-grouse conservation in Nevada. A *Strategic Plan for Conservation of Greater Sage-Grouse in Nevada* was presented to Governor Sandoval on July 31, 2012. The recommendations in this document are intended to both guide state level action as well as serve as the basis for BLM to develop an alternative in the resource management planning process for Nevada that will ensure the conservation of Sage-grouse and its sagebrush ecosystem, while avoiding the need to list the species and bring about negative impacts to Nevada's economy.

The attached programmatic outline as proposed sets out the steps necessary to accomplish some of the recommendations in the *Strategic Plan*, specifically the Council, the Technical Team and the Conservation Districts' involvement in on-the-ground efforts, with notes on partnering, mapping, monitoring and adaptive management.

Sagebrush Ecosystem Council

Establishing an ongoing Council to oversee Sage-grouse activities is addressed in the *Strategic Plan* at 4.1. The Governor's Greater Sage-grouse Advisory Committee had 10 members with nine representatives, one each from Agriculture, Conservation/Environmental, Energy, General Public, Local Government, Mining, Ranching, Sportsmen and Tribal Nations, plus the chairman.

- The proposed Council would have nine members, with the chair and vice chair named from within the Council membership.

The proposed Council would generally have some of the following duties, as more specifically defined in the *Strategic Plan* at 4.1: establish the mitigation bank program, set state policies and management criteria, facilitate resolution of conflicts among stakeholders, assist in securing and consolidating funding, receive reports from the technical team, encourage and facilitate education and training, and provide a forum for interaction with federal resource agencies.

Establish by Executive Order, October or November 2012

Make Appointments, November 2012

First Council Meeting, November or December 2012

Recommend six meetings per fiscal year

Council to begin with five meetings in FY 13

Initial funding of \$40,000 from USFWS to cover FY 13 Council costs

FY 13 - Initial/Partial Year

\$6,500 per meeting for nine-member Council (one day meeting)

\$8,500 per meeting for nine-member Council (two day meeting)

FY 2012-13 estimate: three 1-days for \$19,500; two 2-days for \$17,000

Total: \$36,500 (plus other start-up costs) from \$40,000 earmarked

Direct Council staffing to be provided by the Sagebrush Ecosystem Team Coordinator and the Administrator of State Lands/State Lands Registrar as Executive Officer for the Mitigation Bank. Council costs will be built into FY 2014-15 as a general fund expenditure, although a commitment of ongoing support from USFWS is being worked on. An FY 2014-15 estimate: five 1-days for \$32,500; one 2-day for \$8,500 totals \$41,000.

Sagebrush Ecosystem Team

The Technical Team cited at 4.2 in the *Strategic Plan* is modeled after the State's highly successful interagency, multi-disciplinary Tahoe EIP (Environmental Improvement Program) Team.

Like the Tahoe EIP Team, the Sagebrush Ecosystem Team will be managed by the DCNR Division of State Lands and will serve as the Nevada technical team with a full-time focus on Sage-grouse and sagebrush ecosystems. Because of the location of State Lands near the Nevada Natural Heritage Program, that expertise may be consulted as well.

The team will include the following members:

Management Analyst IV – “Team Coordinator” – Division of State Lands – Grade 39:

This position serves as the “face” of the team and is responsible for coordinating the day-to-day activities of the team. This includes, in part, providing staff support to the Council, coordination with federal agencies and local governments, outreach and serving as main point of contact for the public and project proponents, development of program and project recommendations, and fiscal oversight.

Wildlife Staff Specialist – Department of Wildlife - Grade 38

This is the on-the-ground expert providing recommendations for habitat priorities as well as providing biological input on restoration projects. Lead team person on identifying potential impacts and mitigation for development projects. Day-to-day team liaison with Nevada Department of Wildlife.

Forester III – Division of Forestry – Grade 35

This is the lead position for developing and evaluating projects involving fire prevention, pinyon/juniper encroachment, and fire rehabilitation. Point person for tracking and helping to evaluate wildfire impacts on habitat. Day-to-day team liaison with NDF.

Conservation Staff Specialist II – Department of Agriculture – Grade 36

This is the lead position for range habitat restoration and invasive species/noxious weeds treatment. Day-to-day team liaison with Nevada Department of Agriculture.

Environmental Scientist III – Division of State Lands – Grade 36

This is the lead position for riparian/watershed restoration projects. Ideal candidate would also have knowledge and experience in the development of conservation easements. Day-to-day team liaison with Nevada Conservation Districts Program.

Support Resources –

Clerical: Initially, DCNR would provide existing clerical support. Workload would need to be monitored over the initial biennium to determine if there is a need for a new AAll position dedicated to the team.

GIS/IT: IT support and GIS mapping support will be provided by existing DCNR staff, and GIS staff at partnering state agencies such as NDOW.

Fiscal/Personnel: Will be provided by the DCNR Director's Office in coordination with the Division of State Lands.

Land Services Support: It is anticipated that many restoration projects will require the development of conservation easements. Division of State Lands' land office staff will provide support in the review and recording of needed conservation easements, as well as review of appraisals if projects involve land acquisition (either easements or fee title).

Public Information: Public outreach, web presence, reporting and general transparency are all integral to the success of this efforts. Department public information resources will assist, with an annual \$3,000 Director's Office assessment to the team for public information and web development services.

Partnering –

Regular meetings will be held with BLM, USFS, NRCS and USFWS-identified contacts to coordinate and consult. Should any of these federal agencies wish to fund a full-time member (and associated costs) on the team, such a member would be welcome.

So too, should the Nevada Association of Counties (NACO) wish to fund a full-time member (and associated costs) on the team, such a member would be welcome. If not, local government coordination could be accomplished by including NACO in the meetings defined above, or coordination could be accomplished through SLUPAC (the State Land Use Planning Advisory Committee) that includes a representative of each county, or through the Conservation Districts Program and its locally elected supervisors (in 28 districts) that represent all counties.

Conservation Districts' Coordination of Local Sage-grouse/Ecosystem Efforts

As noted in the *Strategic Plan* at 4.3, local involvement will be coordinated on behalf of Nevada's efforts through the state's Conservation Districts Program housed in the DCNR Director's Office. The state's 28 conservation districts are locally-elected, hold noticed meetings, and are made up of stakeholders that live in each district area or "neighborhood." Previously established Local Area Working Groups will be incorporated under the direction of the Conservation District Programs and its three new regional specialists, to maximize project applications, project work and on-the-ground observation/reporting/map input to best address sagebrush habitat and sage-grouse conservation objectives.

The three Regional Specialists (Conservation Staff Specialists II) are necessary to coordinate the conservation districts in each region, ensure seamless involvement of the Local Area Working Groups, target projects and funding, and otherwise help individual and small group stakeholders be important contributors in achieving conservation and habitat objectives.

The first regional position, focused on the northeastern region and hosted in Elko at a USDA location, is targeted for hire by January 2013. The Conservation Districts program manager has identified the funding necessary for 75% of this position, to be matched with 25% general funds. The additional two positions would come on board in April 2013 as additional non-general fund monies become available. Those positions would be located in the northwestern area (Humboldt-based) and the rural southern area (Lincoln/White Pine-based.) Operating costs would be minimized by access to available office space and use of USDA desktop computers. Remaining operating and travel expenses would be covered by the 75/25% funding formula.

Ongoing Wildlife/Biological Involvement

Monitoring and Mapping –

In addition to having a key member on the interagency Nevada Sagebrush Ecosystem Team, NDOW will continue to focus its efforts and biological expertise on monitoring and mapping efforts. Monitoring the species, the habitat and projects, and reporting the effectiveness of all projects, including those funded through a mitigation credit program, will be essential to the state's efforts. An adaptive management effort for the sagebrush ecosystem requires critical and continuous monitoring and mapping.

Legislative Action

- **Establish the Sagebrush Ecosystem Council in the Department of Conservation and Natural Resources. This would be inserted in place of the Advisory Board for Natural Resources eliminated last year in SB 446.**
 - * *The Advisory Board for Natural Resources was its own category in the DCNR Director's Office Budget Account 4150. It is recommended that the Council funding be handled in the same manner.*
- **Establish the Mitigation Bank in the DCNR Director's Office in NRS 232.**
 - * *A carry forward non-executive budget account for the bank to receive gifts and grants and operate the crediting program would need to be established.*
- **Establish the Sagebrush Ecosystem Team in the same manner that the Tahoe Environmental Improvement Team was established in the DCNR Division of State Lands.**
 - * *An executive budget account for the Sagebrush Ecosystem Team would be established in the DCNR Director's Office. Additions to the Conservation Districts budget would be incorporated into existing Budget Account 4151, also located in the DCNR Director's Office.*

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
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Date: September 19, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Jim Rodriguez, Budget Analyst
Budget and Planning Division
Subject: BOARD OF EXAMINER'S **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.

**REQUEST FOR AN ALLOCATION FROM THE INTERIM FINANCE
CONTINGENCY FUND TO FUND HIGH PRIORITY RECOMMENDATIONS
FROM THE GOVERNOR'S GREATER SAGE GROUSE ADVISORY COUNCIL**

Agenda Item Write-up:

Department of Conservation and Natural Resources – Director's Office

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.

Additional Information:

The creation of a full-time interagency technical team is a critical aspect of the implementation of recommendations identified in the Governor's Strategic Plan for Conservation of Greater Sage-Grouse in Nevada dated July 31, 2012. The Committee's recommendations include the following high priority initiatives:

1. Establish a nine member advisory council called the Sagebrush Ecosystem Council. This Council will establish a state process to coordinate and assist development activities in the sage-grouse management area. This initiative will be funded 100 percent with U.S. Fish and Wildlife Service Grant funds in FY 2013. The council will continue into the coming 2013-15 biennium, and funding to support the operations of the council will be requested in the agency's 2013-15 Agency Request budget. Although the agency will pursue alternative funding, the Agency Request budget will be funded 100 percent with General Fund.

2. Establish and fund three new Conservation Staff Specialist II positions to work with the twenty-eight conservation districts and various local area working groups to promote actively managing and restoring landscapes across property boundaries to achieve sage-grouse conservation objectives. The cost associated with this initiative is \$113,060, of which, the agency is requesting an allocation from the Interim Finance Contingency Fund in the amount of \$28,265.

3. Establish and fund a Nevada Sagebrush Ecosystem Team. Conceptually, this team, which is cited in section 4.2 of the Strategic Plan, will be modeled after the state's highly successful inter-agency, multi-disciplinary Tahoe EIP (Environmental Improvement Program) Team. 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. The department is requesting an allocation from the contingency fund of \$289,109 to fund the operations of the team for the remainder of FY 2013. The ongoing support for the team will be presented in the department's 2013-15 Agency Request budget and is estimated at approximately \$445,000 per year.

4. Establish a State of Nevada Sage-grouse Mitigation Bank. The Mitigation Bank, which is cited in section 4.1.2 and 4.2.2 of the Strategic Plan, will have a two-fold objective: 1) The Bank will incorporate the project credit system that is the foundation of the Mitigation Bank; and 2) The Bank will establish the authority to receive and carry forward of gifts, grants and other project-specific monies that will be applied to approved priority projects. The Administrator of State Lands will serve as the Bank's executive officer and the Sagebrush Ecosystem Council will serve as the Bank's Board.

A copy of the Committee's report is provided for the Board's review.

Statutory Authority:

NRS 353.268

<p>REVIEWED: _____</p> <p>ACTION ITEM: _____</p>
--

LEO DROZDOFF
Director

Brian Sandoval
Governor

KAY SCHERER
Deputy Director

State of Nevada
Department of Conservation and Natural Resources
Office of the Director
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Division of Environmental Protection
Division of Forestry
Division of State Lands
Division of State Parks
Division of Water Resources
Natural Heritage Program
Conservation Districts Program
State Historic Preservation Office

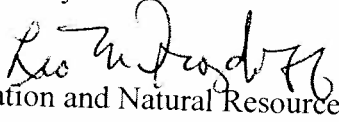
STATE OF NEVADA
Department of Conservation and Natural Resources
OFFICE OF THE DIRECTOR

MEMORANDUM

TO: Board of Examiners
Meeting Date: October 9, 2012

Interim Finance Committee
Meeting Date: October 25, 2012

THROUGH: Jim Rodriguez, Budget Analyst IV

FROM: Leo Drozdoff, Director 
Department of Conservation and Natural Resources

DATE: September 7, 2012

Pursuant to NRS 353.268 and NRS 353.269, the Director's Office of the Department of Conservation and Natural Resources is requesting a \$289,109 Interim Finance Contingency Fund allocation 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. The creation of a full-time interagency technical team is a critical aspect of the implementation of recommendations identified in the Governor's *Strategic Plan for Conservation of Greater Sage-Grouse in Nevada* dated July 31, 2012. As a result of the contingency fund request, the technical team will be in place beginning January 1, 2013.

As a result of the receipt of the document submitted by Governor Sandoval's Greater Sage-grouse Advisory Committee established by *Executive Order 2012-09* on March 30, 2012, the Governor, in a letter dated August 24, 2012, tasked the Department of Conservation and Natural Resources with expedited implementation of the recommendations contained therein. As such, the DCNR Director's Office respectfully presents this request for the committee's consideration.

The recommendations presented to the Governor in the referenced document are intended to guide state level action, as well as serve as the basis for a more complete state action plan and for development of an alternative in the BLM resource management planning process for Nevada that will ensure the conservation of Sage-grouse and its sagebrush ecosystem, while avoiding the

Page Two
DCNR IFC Request - Director's Office - Sagebrush Ecosystem Team

need to list the species on the "endangered" list. It is well understood among Nevada's leaders that there will be tremendous negative implications to the economic health of the entire state, as well as the condition of the resource, should the State fail to demonstrate its commitment to, and success in, addressing threats and impacts to the bird and its habitat short of listing. In order to demonstrate state success in advance of the U.S. Fish and Wildlife Service data call, time is of the essence, meaning weeks and months count and seeking FY 13 contingency funds is critical.

As director of the Department of Conservation and Natural Resources, I look forward to joining the Governor's Office, and others interested in and impacted by this issue, in answering questions about the State's important effort and the situation that drives it.

In addition to establishing the above Sagebrush Ecosystem Team, DCNR is also concurrently presenting to the IFC a request for partial funding for three Conservation District regional specialists (25% general fund each under Work Program C25122) that represent another aspect of the recommendations, as well as Work Program C25079 to establish, with federal funding from the U.S. Fish and Wildlife Service, an ongoing nine-member Sagebrush Ecosystem Council, with a membership mirroring the Governor's Advisory Committee, to, in part, set and clarify policies and management criteria and prioritize, consolidate and direct expenditures for Sage-grouse conservation in the state. The Council and Technical Team will serve as the state focal point for Sage-grouse issues through both a representative and multi-disciplinary approach.

Attached to this request is a brief implementation document from the Department of Conservation and Natural Resources, along with a copy of the Governor's *Strategic Plan for Conservation of Greater Sage-grouse* for your review and consideration. Thank you for your consideration of this important component of the recommendations of the Governor's Sage-grouse Advisory Committee.

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES (DCNR)
Director's Office – B/A 4150
Cost Summary of Contingency Request for the
Sagebrush Ecosystem Team

The following is a cost summary by category for the multi-disciplinary Sagebrush Ecosystem Team. A more detailed cost breakdown by position is attached. The DCNR Division of State Lands will supervise the Sagebrush Ecosystem Team for the State and the team will consist of the following members:

- Team Coordinator (MA IV)
- Environmental Scientist III representing DCNR Division of State Lands
- Forester III representing DCNR Division of Forestry/Wildland Fire
- Wildlife Staff Specialist representing Department of Wildlife
- Conservation Specialist II representing Department of Agriculture

The team will be co-located in Carson City and will be entirely focused on sagebrush ecosystem protection and restoration to benefit the Greater Sage-grouse. Costs are based on the team starting January 1, 2013.

Category:

01-Salaries	
<i>Team Coordinator – MA IV</i>	\$44,504
<i>Environmental Scientist</i>	\$32,772
<i>Forester III</i>	\$31,554
<i>Wildlife Staff Specialist</i>	\$36,571
<i>Cons. Specialist II</i>	\$32,772
10 – Out of State Travel	\$ 1,250
10 – In State Travel	\$25,000
10 – Operating*	\$30,806
10 – Equipment*	\$41,300
10 – Information Services*	\$11,080
10 – DCNR Cost Allocation	\$ 1,500
TOTAL	\$289,109

*Cost summary includes \$51,403 in one time start up costs for items such as computer equipment, furniture and a telephone system.

SAGEBRUSH ECOSYSTEM TEAM COSTS - FY 13

Categories	MA IV (Team Coord.)	ES III	Forester III	Wildlife Staff Specialist	Cons. Specialist II	TOTAL
01 - Personnel	\$44,504	\$32,772	\$31,554	\$36,571	\$32,772	\$178,173
02 - Out of State Travel	\$1,250	\$0	\$0	\$0	\$0	\$1,250
03 - In State Travel	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
04 - Operating Supplies	\$500	\$200	\$200	\$200	\$200	\$1,300
04 - Bond Insurance	\$2	\$2	\$2	\$2	\$2	\$10
04 - AG Tort Assessment	\$65	\$65	\$65	\$65	\$65	\$325
04 - Prop and Cont. Ins.	\$21	\$0	\$0	\$0	\$0	\$21
04 - Rent	\$2,430	\$2,430	\$2,430	\$2,430	\$2,430	\$12,150
04 - Gasoline	\$600	\$600	\$600	\$600	\$600	\$3,000
04 - Uniform	\$1,821	\$1,821	\$1,821	\$1,821	\$1,821	\$9,105
04 - B&G Lease Assessment	\$20	\$20	\$20	\$20	\$20	\$100
04 - State Mailroom	\$100	\$100	\$100	\$100	\$100	\$500
04 - Phone, Fax, etc.	\$25	\$25	\$25	\$25	\$25	\$125
04 - Cell Phone	\$510	\$510	\$510	\$510	\$510	\$2,550
04 - Voice Mail	\$15	\$15	\$15	\$15	\$15	\$75
04 - State Phone Line	\$19	\$19	\$19	\$19	\$19	\$95
04 - Long Distance	\$50	\$50	\$50	\$50	\$50	\$250
04 - Copier Lease	\$1,200	\$0	\$0	\$0	\$0	\$1,200
05 - Equip. Phone System	\$13,400	\$0	\$0	\$0	\$0	\$13,400
05 - Furniture*	\$3,900	\$1,718	\$1,718	\$1,718	\$1,718	\$10,772
05 - Cubicles (contingency)**		\$4,282	\$4,282	\$4,282	\$4,282	\$17,128
26 - T1 - Data Line	\$1,260	\$0	\$0	\$0	\$0	\$1,260
26 - Email	\$9	\$9	\$9	\$9	\$9	\$45
26 - VPN Line	\$27	\$27	\$27	\$27	\$27	\$135
26 - EITS Assessment	\$24	\$24	\$24	\$24	\$24	\$120
26 - Anti-Virus Software	\$17	\$17	\$17	\$17	\$17	\$85
26 - Microsoft Office *	\$322	\$322	\$322	\$322	\$322	\$1,610
26 - Desktop *	\$1,078	\$1,078	\$1,078	\$1,078	\$1,078	\$5,390
26 - Network Printer**	\$2,375	\$0	\$0	\$0	\$0	\$2,375
26 - Surge Protector	\$20	\$10	\$10	\$10	\$10	\$60
40 - DCNR Cost Allocation	\$1,500	\$0	\$0	\$0	\$0	\$1,500
Total	\$82,064	\$51,116	\$49,898	\$54,915	\$51,116	\$289,109

*One Time Expenditures (furniture for Team Lead includes conference room). NEBS schedule-driven costs for office desks/workstation components.
 ** One Time Contingency Costs added should cubicles be needed rather than individual desks/workstations in eventual rental space.

**Department of Administration
Work Program Packet Checklist**

- ✓ Work program form
- ✓ Work program packet checklist
- ✓ Cumulative modification worksheet
- ✓ Cover Page detailing the reasons for the revision, benefits to the division, department and state and consequences if not approved
- ✓ Financial/Budget Status Reports (current)
- Budget projections with corresponding detail
- ✓ Fund map reflecting amounts before and after the revision
- NPD 19 (If requesting new position) **include copy of current organizational chart w/proposed change**
- Quotes for the purchase of unbudgeted items (i.e., equipment, computers, etc.)
- ✓ Spreadsheets/detailed calculations supporting request

WORK PROGRAM REVISIONS INVOLVING GRANTS MUST ALSO INCLUDE

- Grant history/reconciliation form for grants
- Copies of all grant awards for the current year listed on the grant reconciliation form
- Copy of grant budget - if applicable
- Summary of the grant program and purpose if not included in the grant award document

IFC determination evaluation (reason work program does or does not require IFC approval indicated with an X)

Requires IFC approval because

- ✓ \$75,000 or more cumulative for an expenditure category
- Exceeds \$30,000 cumulative and is 10% or more cumulative for an expenditure category
- Involves the allocation of block grant funds and the agency is choosing to use the IFC meeting for the required public hearing per NRS 353.345
- Non-governmental grant or gift in excess of \$20,000
- ✓ Includes new positions
- Other:

Does not require IFC approval because

- \$30,000 or less cumulative for each expenditure category
- Places funds in Reserves, Reserve for Reversion, or Retained Earnings categories only
- Less than \$75,000 cumulative and 10% cumulative for each expenditure category
- Non-executive budget
- \$5,000 or less for expenditure categories 02, 03, 05, & 30 and \$10,000 or less for any other expenditure categories
- Other:
- Implements general/highway fund salary adjustments approved by the BOE

Approved by:
Date:

STATE OF NEVADA
CONSERVATION & NATURAL RESOURCES

Budget Account 4150 - DCNR - ADMINISTRATION
Work Program C25415
Fiscal Year 2013

Submitted September 24, 2012

Budget Account's Primary Purpose, Function and Statutory Authority

The Director's Office of the Department of Conservation & Natural Resources provides administrative, technical, budgetary, and supervisory support to the Divisions of State Lands, Environmental Protection, Forestry, Natural Heritage, State Parks, and Water Resources. Statutory Authority: NRS 232.010-232.070.

Purpose of Work Program

The purpose of this work program is to establish authority to receive an allocation from the Interim Finance Committee Contingency Fund for five new positions to be created in DCNR Director's Office Budget Account 4150. These five positions will form the Sagebrush Ecosystem Team, a multi-disciplinary team representing Wildlife, Forestry, Agriculture and State Lands, plus a team coordinator.

Justification

The purpose of this work program is to establish authority to receive an allocation from the Interim Finance Committee Contingency Fund for five new positions to be created in DCNR Director's Office Budget Account 4150. These five positions will form the Sagebrush Ecosystem Team, a multi-disciplinary team representing Wildlife, Forestry, Agriculture and State Lands, plus a team coordinator. These positions are being requested to, in part, implement recommendations contained in Governor Sandoval's Greater Sage-grouse Advisory Committee's Strategic Plan, dated July 31, 2012.

Expected Benefits to be Realized

Approval of this work program will allow the Director's Office to establish the Sagebrush Ecosystem Team in Fiscal Year 2013 and give the team the opportunity to begin work by January 1, 2013.

Explanation of Projections and Documentation

See Attached:
FY 2013 Budget Status Report
FY 2013 Sources and Uses
BA 4150 - Cost Summary of Contingency Request
FY 2013 Sagebrush Ecosystem Team Estimated Costs
FY 2013 Memo
NPD-19 Forms for Five New Positions
Organizational Chart
FY 2013 File Maintenance Form

New Positions: Yes

Summary of Alternatives and Why Current Proposal is Preferred

There are no alternatives.

STATE OF NEVADA WORK PROGRAM
DEPARTMENT OF CONSERVATION & NATURAL RESOURCES
CONSERVATION & NATURAL RESOURCES
DCNR - ADMINISTRATION
B/A 4150 SFY13

G.L.#	REVENUES Description	Original or Legislatively Approved Work Program	APPROVED	PENDING		-----CUMULATIVE-----		Total Amount
			FIRST	SECOND	THIRD	Dollar Change	Percent Change	
			Work WP # C24460	Work WP # C25079	Work WP # C25415			
2501	APPROPRIATION CONTROL	400,075						
3503	FEDERAL RECEIPTS-C	0		40,000		0	0.0%	400,075
4203	PRIOR YEAR REFUNDS	250				40,000	100.0%	40,000
4230	COST ALLOCATION REIMBURSEMENT	98,681				0	0.0%	250
4355	REIMBURSEMENT OF EXPENSES	40				0	0.0%	98,681
4654	TRANSFER FROM INTERIM FINANCE	0				0	0.0%	40
4666	TRANS FROM MUNI BD BANK (Q1 BONDS)	110,210				289,109	100.0%	289,109
4673	TRANS FROM ENVIRON PROTECT	100,000				0	0.0%	110,210
	Total Revenues	709,256	0.00	40,000	289,109	329,109	46.4%	1,038,365
	EXPENDITURES							
Cat	Description							
01	PERSONNEL	611,083			178,173	178,173	29.2%	789,256
02	OUT-OF-STATE TRAVEL	2,200	3,000			3,000	136.4%	5,200
03	IN-STATE TRAVEL	7,056				0	0.0%	7,056
04	OPERATING EXPENSES	67,880	-3,000			-3,000	-4.4%	64,880
10	SAGEBRUSH ECOSYSTEM TEAM	0				110,936	100.0%	110,936
15	SAGEBRUSH ECOSYSTEM COUNCIL	0		40,000		40,000	100.0%	40,000
26	INFORMATION SERVICES	7,979				0	0.0%	7,979
70	Q1 PROGRAM SUPPORT (AB 9)	5,686				0	0.0%	5,686
87	PURCHASING ASSESSMENT	235				0	0.0%	235
88	STATEWIDE COST ALLOCATION PLAN	7,137				0	0.0%	7,137
93	RESERVE FOR REVERSION TO GENERAL FUND	0				0	0.0%	0
	Total Expenditures	709,256	0.00	40,000	289,109	329,109	46.4%	1,038,365

LEO DROZDOFF
Director

Brian Sandoval
Governor

KAY SCHERER
Deputy Director

State of Nevada
Department of Conservation and Natural Resources
Office of the Director
Richard H. Bryan Building
901 S. Stewart Street, Suite 1003
Carson City, Nevada 89701
Telephone (775) 684-2700
Facsimile (775) 684-2715
www.dcnr.nv.gov



Division of Environmental Protection
Division of Forestry
Division of State Lands
Division of State Parks
Division of Water Resources
Natural Heritage Program
Conservation Districts Program
State Historic Preservation Office


STATE OF NEVADA
Department of Conservation and Natural Resources
OFFICE OF THE DIRECTOR

MEMORANDUM

TO: Board of Examiners
Meeting Date: October 9, 2012

Interim Finance Committee
Meeting Date: October 25, 2012

THROUGH: Jim Rodriguez, Budget Analyst IV

FROM: Leo Drozdoff, Director 
Department of Conservation and Natural Resources

DATE: September 7, 2012

Pursuant to NRS 353.268 and NRS 353.269, the Director's Office of the Department of Conservation and Natural Resources is requesting a \$289,109 Interim Finance Contingency Fund allocation 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. The creation of a full-time interagency technical team is a critical aspect of the implementation of recommendations identified in the Governor's *Strategic Plan for Conservation of Greater Sage-Grouse in Nevada* dated July 31, 2012. As a result of the contingency fund request, the technical team will be in place beginning January 1, 2013.

As a result of the receipt of the document submitted by Governor Sandoval's Greater Sage-grouse Advisory Committee established by *Executive Order 2012-09* on March 30, 2012, the Governor, in a letter dated August 24, 2012, tasked the Department of Conservation and Natural Resources with expedited implementation of the recommendations contained therein. As such, the DCNR Director's Office respectfully presents this request for the committee's consideration.

The recommendations presented to the Governor in the referenced document are intended to guide state level action, as well as serve as the basis for a more complete state action plan and for development of an alternative in the BLM resource management planning process for Nevada that will ensure the conservation of Sage-grouse and its sagebrush ecosystem, while avoiding the

Page Two
DCNR IFC Request - Director's Office - Sagebrush Ecosystem Team

need to list the species on the "endangered" list. It is well understood among Nevada's leaders that there will be tremendous negative implications to the economic health of the entire state, as well as the condition of the resource, should the State fail to demonstrate its commitment to, and success in, addressing threats and impacts to the bird and its habitat short of listing. In order to demonstrate state success in advance of the U.S. Fish and Wildlife Service data call, time is of the essence, meaning weeks and months count and seeking FY 13 contingency funds is critical.

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Director's Office – B/A 4150
Cost Summary of Contingency Request for the
Sagebrush Ecosystem Team

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Category:

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10 – Information Services*	\$11,080
10 – DCNR Cost Allocation	\$ 1,500
TOTAL	\$289,109

**Cost summary includes \$51,403 in one time start up costs for items such as computer equipment, furniture and a telephone system.*

ACCT FUNDING DESCRIPTION	DOCUMENT NUMBER	DATE	CURRENT	YEAR TO DATE	WORK PROGRAM	DIFFERENCE
42 2501 APPROPRIATION CONTROL	AP 700 OP000002378	06/12/12	400,075.00	400,075.00	400,075.00	
REV DESCRIPTION	DOCUMENT NUMBER	DATE	CURRENT	YEAR TO DATE	WORK PROGRAM	DIFFERENCE
4203 PRIOR YR REFUNDS						
4230 COST ALLOCATION REIMBURSE	- A JV 700 10000118814	09/18/12	275.00	0.00	250.00	-250.00
4230 COST ALLOCATION REIMBURSE	- A JV 700 10000118815	09/18/12	9,986.00	98,681.00	98,681.00	0.00
4355 REIMBURSEMENT OF EXPENSES				0.00	40.00	-40.00
4666 TRANSFER OF BOND PROCEEDS				0.00	110,210.00	-110,210.00
4673 TRANS FROM ENVIRON PROTECT				71,500.00	100,000.00	-28,500.00
TOTAL RECEIPTS/FUNDING			10,261.00	570,256.00	709,256.00	-139,000.00
OBJT DESCRIPTION	DOCUMENT NUMBER	DATE	CURRENT	YEAR TO DATE	WORK PROGRAM	DIFFERENCE
01 PERSONNEL SERVICES						
5100 SALARIES				-54,716.39		
5120 FURLOUGH ADJUSTMENTS				2,409.82		
5200 WORKERS COMPENSATION				-251.90		
5300 RETIREMENT				-15,264.40		
5400 PERSONNEL ASSESSMENT				-522.50		
5500 GROUP INSURANCE				-11,004.60		
5610 SICK LEAVES				-1,261.74		
5620 ANNUAL LEAVES				-5,773.53		
5650 OTHER LEAVES				-109.32		
5660 FURLOUGH LEAVE				-2,409.82		
5750 RETIRED EMPLOYEES GROUP INSURA				-193.50		
5800 UNEMPLOYMENT COMPENSATION				-1,626.10		
5840 MEDICARE				-235.01		
				-869.23		
SUB TOTAL			0.00	-91,828.22	611,083.00	519,254.78
ENCUMBRANCE TOTAL			0.00	0.00		
PREENCUMBRANCE TOTAL			0.00	0.00		
TOTAL			0.00	-91,828.22	611,083.00	519,254.78
02 OUT OF STATE TRAVEL						
6100 PER DIEM OUT-OF-STATE				-921.41		
6130 PUBLIC TRANS OUT-OF-STATE				-51.00		
6140 PERSONAL VEHICLE OUT-OF-STATE				-137.75		
6150 COMM AIR TRANS OUT-OF-STATE				-2,022.20		
SUB TOTAL			0.00	-3,132.36	5,200.00	2,067.64
ENCUMBRANCE TOTAL			0.00	0.00		
PREENCUMBRANCE TOTAL			0.00	0.00		
TOTAL			0.00	-3,132.36	5,200.00	2,067.64

FISCAL YEAR	FUND	BUDGET ACCT	GENERAL FUND	NATURAL RESOURCES ADMIN	AGENCY ORGANIZATION	700 0000	CONSERVATION/NATURAL RESOURCES	CONSERVATION/NATURAL RESOURCES	DOCUMENT NUMBER	DATE	CURRENT	YEAR TO DATE	WORK PROGRAM	DIFFERENCE

03 IN STATE TRAVEL	-----													
6200 PER DIEM IN-STATE														
6211 MP MONTHLY VEHICLE RENTAL I/S												-376.07		
6230 PUBLIC TRANSPORTATION IN-STATE												-198.56		
6240 PERSONAL VEHICLE IN-STATE												-18.00		
6250 COMM AIR TRANS IN-STATE												-153.16		
												-341.40		
SUB TOTAL											0.00	-1,087.19	7,056.00	5,968.81
ENCUMBRANCE TOTAL											0.00	0.00		
PREENCUMBRANCE TOTAL											0.00	0.00		
TOTAL											0.00	-1,087.19	7,056.00	5,968.81
04 OPERATING														
7025 OPERATING SUPPLIES-E														
7104 STATE OWNED BLDG RENT- COPS												-176.52		
7290 PHONE, FAX, COMMUNICATION LINE												-7,037.66		
7291 CELL PHONE/PAGER CHARGES												-114.96		
7292 EITS VOICE MAIL												-135.94		
7295 EITS STATE PHONE LINE									JV 180 IT129461	09/19/12	-17.42			
7296 EITS LONG DISTANCE CHARGES									JV 180 IT129461	09/19/12	-67.88			
7302 REGISTRATIONS FEES									JV 180 IT129461	09/19/12	-14.04			
7370 PUBLICATIONS AND PERIODICALS												-665.00		
7637 NOTARY FEE APPLY OR RENEW												-125.00		
7980 OPERATING LEASE PAYMENTS									JV 700 D0201305	09/17/12	32.02			
SUB TOTAL											-67.32	-8,867.59	64,880.00	56,012.41
ENCUMBRANCE TOTAL											0.00	0.00		
PREENCUMBRANCE TOTAL											0.00	0.00		
TOTAL											-67.32	-8,867.59	64,880.00	56,012.41
26 INFORMATION SERVICES														
7021 OPERATING SUPPLIES-A														
7090 EQUIPMENT REPAIR SERVICES												-666.27		
7533 EITS EMAIL SERVICE												-110.00		
7535 EITS NON-SERVER HOSTING -BASIC												-8.40		
7536 EITS SERVER HOSTING - BASIC												-2.21		
7542 EITS SILVERNET ACCESS												-7.33		
7554 EITS INFRASTRUCTURE ASSESSMENT												-552.44		
7556 EITS SECURITY ASSESSMENT												-260.50		
												-108.00		
SUB TOTAL											0.00	-1,715.15	7,979.00	6,263.85
ENCUMBRANCE TOTAL											0.00	0.00		
PREENCUMBRANCE TOTAL											0.00	0.00		
TOTAL											0.00	-1,715.15	7,979.00	6,263.85

OBJT DESCRIPTION	DOCUMENT NUMBER	DATE	CURRENT	YEAR TO DATE	WORK PROGRAM	DIFFERENCE
70 AB9 CONSERVATION BOND						
7104 STATE OWNED BLDG RENT- COPS						
7292 EITS VOICE MAIL	JV 180 IT129461	09/19/12	-2.90	-1,001.50		
7295 EITS STATE PHONE LINE	JV 180 IT129461	09/19/12	-10.02	-5.80		
7533 EITS EMAIL SERVICE				-20.04		
7535 EITS NON-SERVER HOSTING -BASIC				-1.40		
7536 EITS SERVER HOSTING - BASIC				-0.32		
7542 EITS SILVERNET ACCESS				-1.24		
7980 OPERATING LEASE PAYMENTS				-92.08		
				-64.04		
SUB TOTAL						
ENCUMBRANCE TOTAL			-12.92	-1,186.42	5,686.00	4,499.58
PREENCUMBRANCE TOTAL			0.00	0.00		
TOTAL			0.00	0.00		
87 PURCHASING ASSESSMENT			-12.92	-1,186.42	5,686.00	4,499.58
SUB TOTAL						
ENCUMBRANCE TOTAL			0.00	0.00	235.00	235.00
PREENCUMBRANCE TOTAL			0.00	0.00		
TOTAL			0.00	0.00		
88 STATEWIDE COST ALLOCATION PLAN						
SUB TOTAL						
ENCUMBRANCE TOTAL			0.00	0.00	7,137.00	7,137.00
PREENCUMBRANCE TOTAL			0.00	0.00		
TOTAL			0.00	0.00		
TOTAL EXPENDITURES						
TOTAL ENCUMBRANCES			-80.24	-107,816.93	709,256.00	601,439.07
TOTAL PREENCUMBRANCES			0.00	0.00		
TOTAL OBLIGATIONS			0.00	0.00		
REALIZED FUNDING AVAILABLE			-80.24	-107,816.93	709,256.00	601,439.07
			10,180.76	462,439.07		

**DCNR's Director's Office BA 4150
STATEMENT OF SOURCES AND USES SFY2013 (07/01/12- 06/30/13)**

Category Description	EXECUTIVE BUDGET Original	GEN. FUND.	SAGEBRUSH ECOSYSTEM COUNCIL GL 3503	COST ALLOC.	QUESTION 1	MISC.	TR FROM NDEP
REVENUE:							
2501 General Fund (including AB5 appropriation)	400,075.00	400,075.00					
4654 IFC Contingency Funds		289,109.00					
2511 Balance Forward							
2512 Balance Forward to New Year							
3503 Federal Funds			40,000.00				
4203 Prior Year Refund	250.00						
4230 Director's Office Cost Allocation	98,681.00			98,681.00		250.00	
4355 Reimbursement of Expenses	40.00	40.00					
4601 General Fund Salary Adj.							
4666 Trans from Muni BD Bank (Q-1)	110,210.00				110,210.00		
4673 Trans from Environmental Protection	100,000.00						100,000.00
TOTAL REVENUE	\$ 709,256.00	\$ 689,224.00	\$ 40,000.00	\$ 98,681.00	\$ 110,210.00	\$ 250.00	\$ 100,000.00
EXPENDITURES:							
01 Salaries Summary	611,083.00	542,801.00					
02 Out of State Travel	2,200.00	5,200.00		92,803.00	82,152.00		71,500.00
03 In State Travel	7,056.00	7,056.00					
04 Operating Expenses	67,880.00	22,130.00		4,000.00	10,000.00	250.00	28,500.00
05 Equipment							
10 Sagebrush Ecosystem Team		110,936.00					
15 Sagebrush Ecosystem Council			40,000.00				
26 Data Processing	7,979.00	1,101.00		1,878.00	5,000.00		
30 Training							
70 AB9 Conservation Bond	5,686.00				5,686.00		
86 Reserve							
87 Purchasing Assessment	235.00				235.00		
88 Statewide Cost Allocation	7,137.00				7,137.00		
89 AG Cost Allocation							
93 Reserve for Reversion							
TOTAL EXPENDITURES	\$ 709,256.00	\$ 689,224.00	\$ 40,000.00	\$ 98,681.00	\$ 110,210.00	\$ 250.00	\$ 100,000.00
REVERT TO GENERAL FUND							
REVENUE LESS EXPEND. & REVERSION	0.00	0.00	0.00	0.00	0.00	0.00	0.00

NOTES:

7/26/12 - W/P #C34460 augment Cat 02 by \$3,000, deaugment Cat 04 by \$3,000. ABS
 9/4/12 - W/P #C25079 to create RGL 3503 and Cat 15 for Sagebrush Ecosystem Council with \$40,000 initial authority. ABS
 9/24/12 - W/P #C25415 to create TGL 4254 and Cat 10, and augment Cat 01 for Sagebrush Ecosystem Team with \$289,109 initial total authority. ABS

SAGEBRUSH ECOSYSTEM TEAM COSTS - FY 13

Categories	MA IV (Team Coord.)	ES III	Forester III	Wildlife Staff Specialist	Cons. Specialist II	TOTAL
01 - Personnel	\$44,504	\$32,772	\$31,554	\$36,571	\$32,772	\$178,173
02 - Out of State Travel	\$1,250	\$0	\$0	\$0	\$0	\$1,250
03 - In State Travel	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
04 - Operating Supplies	\$500	\$200	\$200	\$200	\$200	\$1,300
04 - Bond Insurance	\$2	\$2	\$2	\$2	\$2	\$10
04 - AG Tort Assessment	\$65	\$65	\$65	\$65	\$65	\$325
04 - Prop and Cont. Ins.	\$21	\$0	\$0	\$0	\$0	\$21
04 - Rent	\$2,430	\$2,430	\$2,430	\$2,430	\$2,430	\$12,150
04 - Gasoline	\$600	\$600	\$600	\$600	\$600	\$3,000
04 - Uniform	\$1,821	\$1,821	\$1,821	\$1,821	\$1,821	\$9,105
04 - B&G Lease Assessment	\$20	\$20	\$20	\$20	\$20	\$100
04 - State Mailroom	\$100	\$100	\$100	\$100	\$100	\$500
04 - Phone, Fax, etc.	\$25	\$25	\$25	\$25	\$25	\$125
04 - Cell Phone	\$510	\$510	\$510	\$510	\$510	\$2,550
04 - Voice Mail	\$15	\$15	\$15	\$15	\$15	\$75
04 - State Phone Line	\$19	\$19	\$19	\$19	\$19	\$95
04 - Long Distance	\$50	\$50	\$50	\$50	\$50	\$250
04 - Copier Lease	\$1,200	\$0	\$0	\$0	\$0	\$1,200
05 - Equip. Phone System	\$13,400	\$0	\$0	\$0	\$0	\$13,400
05 - Furniture*	\$3,900	\$1,718	\$1,718	\$1,718	\$1,718	\$10,772
05 - Cubicles (contingency)**		\$4,282	\$4,282	\$4,282	\$4,282	\$17,128
26 - T1 - Data Line	\$1,260	\$0	\$0	\$0	\$0	\$1,260
26 - Email	\$9	\$9	\$9	\$9	\$9	\$45
26 - VPN Line	\$27	\$27	\$27	\$27	\$27	\$135
26 - EITS Assessment	\$24	\$24	\$24	\$24	\$24	\$120
26 - Anti-Virus Software	\$17	\$17	\$17	\$17	\$17	\$85
26 - Microsoft Office *	\$322	\$322	\$322	\$322	\$322	\$1,610
26 - Desktop*	\$1,078	\$1,078	\$1,078	\$1,078	\$1,078	\$5,390
26 - Network Printer*	\$2,375	\$0	\$0	\$0	\$0	\$2,375
26 - Surge Protector	\$20	\$10	\$10	\$10	\$10	\$60
40 - DCNR Cost Allocation	\$1,500	\$0	\$0	\$0	\$0	\$1,500
Total	\$82,064	\$51,116	\$49,898	\$54,915	\$51,116	\$289,109

*One Time Expenditures (furniture for Team Lead includes conference room). NEBS schedule-driven costs for office desks/workstation components.

** One Time Contingency Costs added should cubicles be needed rather than individual desks/workstations in eventual rental space.

STATE OF NEVADA
BUDGET DIVISION
FILE MAINTENANCE REQUEST

PLEASE TAKE THE FOLLOWING ACTIONS:

FY: 2013 DCNR - DIRECTOR'S OFFICE

FUND: 101 AGENCY: 700 BUDGET: 4150

ESTABLISH CATEGORY # & TITLE

10 SAGEBRUSH ECOSYSTEM TEAM

ESTABLISH REVENUE GENERAL LEDGER NUMBER & TITLE

OTHER

BUDGET ANALYST

DATE

CONTROLLER'S OFFICE

STATE OF NEVADA
GOVERNOR

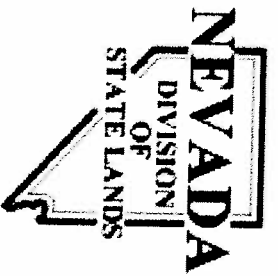
Department of Conservation and Natural Resources
DIRECTOR

Division of State Lands Administrator
James R. Lawrence
PC #0001

Deputy Administrator
Charles Donohue
PC #0006

Office Manager
Corni Bohemier
PC #0004

Administration and Fiscal



ORGANIZATIONAL CHART

NEVADA DIVISION OF STATE LANDS

STATE LAND USE
PLANNING AGENCY

Sr. Land Use Planner
Skip Canfield
PC #0008

NEVADA TAHOE
RESOURCE TEAM

Management Analyst III
(Vacant)
PC #0005

Environmental Scientist III
Elizabeth Harrison
PC #0021

Land Agent III
Elyse Randles
PC #0011

Forester II
Jeff Haas
PC #0014

Administrative Asst. II
Carla Hitchcock
PC #0015

Division of Forestry
Forester III

Division of State Parks
Conservation Staff
Specialist II

Dept. of Wildlife
Biologist III

Other Agency Members

STATE LAND OFFICE

Supervisory Land Agent
Dave Marlow
PC #0002

Land Agent III
Kevin Olsen
PC #0009

Land Agent III
Rick Murray
PC #0012

Land Agent III
Bill Bennett
PC #0026

Land Agent II
Deann McKay
PC #0025

Administrative Asst. III
Donnae Rothemel
PC #0010

QUESTION 1 TEAM

Grants & Projects Analyst
Supervisor (Vacant)
PC #0030

Grants & Projects
Analyst II (Vacant)
PC #0031

Administrative Asst. II
(Vacant)
PC #0032

TECHNICAL
SERVICES

Bus. Process Analyst III
Holly Smith
PC #0016

Engr. Technician IV
Alna Trodden
PC #0003

SAGEBRUSH
ECOSYSTEM TEAM

Management Analyst IV

Environmental Scientist III

Dept. of Wildlife
Wildlife Staff Specialist

Dept. of Agriculture
Conservation Staff
Specialist II

Division of Forestry
Forester III

Other Agency
Members

Requested Sagebrush
Team

September 2012

Implementation Steps for the State's Greater Nevada Sage-Grouse/Sagebrush Ecosystem Effort

Overview

On December 9, 2011, in response to the U.S. Fish and Wildlife Service's (USFWS) inadequate regulatory mechanisms finding and to avoid a potential listing of the greater sage-grouse, the Bureau of Land Management (BLM) and the United States Forest Service (USFS) began a process to amend their land use management plans affecting sage-grouse habitat to incorporate sage-grouse conservation measures. As a step in implementing a landscape level strategy to benefit the species while maintaining a robust economy in the West, Secretary Salazar invited the states impacted by a potential sage-grouse listing to develop state-specific regulatory mechanisms to conserve the species and preclude the need for listing.

On March 30, 2012, Governor Sandoval issued Executive Order 2012-09, which established the Governor's Greater Sage-Grouse Advisory Committee (Advisory Committee) with a directive to provide this updated strategy and recommended approach for sage-grouse conservation in Nevada. A *Strategic Plan for Conservation of Greater Sage-Grouse in Nevada* was presented to Governor Sandoval on July 31, 2012. The recommendations in this document are intended to both guide state level action as well as serve as the basis for BLM to develop an alternative in the resource management planning process for Nevada that will ensure the conservation of Sage-grouse and its sagebrush ecosystem, while avoiding the need to list the species and bring about negative impacts to Nevada's economy.

The attached programmatic outline as proposed sets out the steps necessary to accomplish some of the recommendations in the *Strategic Plan*, specifically the Council, the Technical Team and the Conservation Districts' involvement in on-the-ground efforts, with notes on partnering, mapping, monitoring and adaptive management.

Sagebrush Ecosystem Council

Establishing an ongoing Council to oversee Sage-grouse activities is addressed in the *Strategic Plan* at 4.1. The Governor's Greater Sage-grouse Advisory Committee had 10 members with nine representatives, one each from Agriculture, Conservation/Environmental, Energy, General Public, Local Government, Mining, Ranching, Sportsmen and Tribal Nations, plus the chairman.

- The proposed Council would have nine members, with the chair and vice chair named from within the Council membership.

The proposed Council would generally have some of the following duties, as more specifically defined in the *Strategic Plan* at 4.1: establish the mitigation bank program, set state policies and management criteria, facilitate resolution of conflicts among stakeholders, assist in securing and consolidating funding, receive reports from the technical team, encourage and facilitate education and training, and provide a forum for interaction with federal resource agencies.

Establish by Executive Order, October or November 2012

Make Appointments, November 2012

First Council Meeting, November or December 2012

Recommend six meetings per fiscal year

Council to begin with five meetings in FY 13

Initial funding of \$40,000 from USFWS to cover FY 13 Council costs

FY 13 - Initial/Partial Year

\$6,500 per meeting for nine-member Council (one day meeting)

\$8,500 per meeting for nine-member Council (two day meeting)

FY 2012-13 estimate: three 1-days for \$19,500; two 2-days for \$17,000

Total: \$36,500 (plus other start-up costs) from \$40,000 earmarked

Direct Council staffing to be provided by the Sagebrush Ecosystem Team Coordinator and the Administrator of State Lands/State Lands Registrar as Executive Officer for the Mitigation Bank. Council costs will be built into FY 2014-15 as a general fund expenditure, although a commitment of ongoing support from USFWS is being worked on. An FY 2014-15 estimate: five 1-days for \$32,500; one 2-day for \$8,500 totals \$41,000.

Sagebrush Ecosystem Team

The Technical Team cited at 4.2 in the *Strategic Plan* is modeled after the State's highly successful interagency, multi-disciplinary Tahoe EIP (Environmental Improvement Program) Team.

Like the Tahoe EIP Team, the Sagebrush Ecosystem Team will be managed by the DCNR Division of State Lands and will serve as the Nevada technical team with a full-time focus on Sage-grouse and sagebrush ecosystems. Because of the location of State Lands near the Nevada Natural Heritage Program, that expertise may be consulted as well.

The team will include the following members:

Management Analyst IV – “Team Coordinator” – Division of State Lands – Grade 39:

This position serves as the “face” of the team and is responsible for coordinating the day- to-day activities of the team. This includes, in part, providing staff support to the Council, coordination with federal agencies and local governments, outreach and serving as main point of contact for the public and project proponents, development of program and project recommendations, and fiscal oversight.

Wildlife Staff Specialist – Department of Wildlife - Grade 38

This is the on-the-ground expert providing recommendations for habitat priorities as well as providing biological input on restoration projects. Lead team person on identifying potential impacts and mitigation for development projects. Day-to-day team liaison with Nevada Department of Wildlife.

Forester III – Division of Forestry – Grade 35

This is the lead position for developing and evaluating projects involving fire prevention, pinyon/juniper encroachment, and fire rehabilitation. Point person for tracking and helping to evaluate wildfire impacts on habitat. Day-to-day team liaison with NDF.

Conservation Staff Specialist II – Department of Agriculture – Grade 36

This is the lead position for range habitat restoration and invasive species/noxious weeds treatment. Day-to-day team liaison with Nevada Department of Agriculture.

Environmental Scientist III – Division of State Lands – Grade 36

This is the lead position for riparian/watershed restoration projects. Ideal candidate would also have knowledge and experience in the development of conservation easements. Day-to-day team liaison with Nevada Conservation Districts Program.

Support Resources –

Clerical: Initially, DCNR would provide existing clerical support. Workload would need to be monitored over the initial biennium to determine if there is a need for a new AAll position dedicated to the team.

GIS/IT: IT support and GIS mapping support will be provided by existing DCNR staff, and GIS staff at partnering state agencies such as NDOW.

Fiscal/Personnel: Will be provided by the DCNR Director's Office in coordination with the Division of State Lands.

Land Services Support: It is anticipated that many restoration projects will require the development of conservation easements. Division of State Lands' land office staff will provide support in the review and recording of needed conservation easements, as well as review of appraisals if projects involve land acquisition (either easements or fee title).

Public Information: Public outreach, web presence, reporting and general transparency are all integral to the success of this efforts. Department public information resources will assist, with an annual \$3,000 Director's Office assessment to the team for public information and web development services.

Partnering –

Regular meetings will be held with BLM, USFS, NRCS and USFWS-identified contacts to coordinate and consult. Should any of these federal agencies wish to fund a full-time member (and associated costs) on the team, such a member would be welcome.

So too, should the Nevada Association of Counties (NACO) wish to fund a full-time member (and associated costs) on the team, such a member would be welcome. If not, local government coordination could be accomplished by including NACO in the meetings defined above, or coordination could be accomplished through SLUPAC (the State Land Use Planning Advisory Committee) that includes a representative of each county, or through the Conservation Districts Program and its locally elected supervisors (in 28 districts) that represent all counties.

Conservation Districts' Coordination of Local Sage-grouse/Ecosystem Efforts

As noted in the *Strategic Plan* at 4.3, local involvement will be coordinated on behalf of Nevada's efforts through the state's Conservation Districts Program housed in the DCNR Director's Office. The state's 28 conservation districts are locally-elected, hold noticed meetings, and are made up of stakeholders that live in each district area or "neighborhood." Previously established Local Area Working Groups will be incorporated under the direction of the Conservation District Programs and its three new regional specialists, to maximize project applications, project work and on-the-ground observation/reporting/map input to best address sagebrush habitat and sage-grouse conservation objectives.

The three Regional Specialists (Conservation Staff Specialists II) are necessary to coordinate the conservation districts in each region, ensure seamless involvement of the Local Area Working Groups, target projects and funding, and otherwise help individual and small group stakeholders be important contributors in achieving conservation and habitat objectives.

The first regional position, focused on the northeastern region and hosted in Elko at a USDA location, is targeted for hire by January 2013. The Conservation Districts program manager has identified the funding necessary for 75% of this position, to be matched with 25% general funds. The additional two positions would come on board in April 2013 as additional non-general fund monies become available. Those positions would be located in the northwestern area (Humboldt-based) and the rural southern area (Lincoln/White Pine-based.) Operating costs would be minimized by access to available office space and use of USDA desktop computers. Remaining operating and travel expenses would be covered by the 75/25% funding formula.

Ongoing Wildlife/Biological Involvement

Monitoring and Mapping –

In addition to having a key member on the interagency Nevada Sagebrush Ecosystem Team, NDOW will continue to focus its efforts and biological expertise on monitoring and mapping efforts. Monitoring the species, the habitat and projects, and reporting the effectiveness of all projects, including those funded through a mitigation credit program, will be essential to the state's efforts. An adaptive management effort for the sagebrush ecosystem requires critical and continuous monitoring and mapping.

Legislative Action

- **Establish the Sagebrush Ecosystem Council in the Department of Conservation and Natural Resources. This would be inserted in place of the Advisory Board for Natural Resources eliminated last year in SB 446.**
 - * The Advisory Board for Natural Resources was its own category in the DCNR Director's Office Budget Account 4150. It is recommended that the Council funding be handled in the same manner.*
- **Establish the Mitigation Bank in the DCNR Director's Office in NRS 232.**
 - * A carry forward non-executive budget account for the bank to receive gifts and grants and operate the crediting program would need to be established.*
- **Establish the Sagebrush Ecosystem Team in the same manner that the Tahoe Environmental Improvement Team was established in the DCNR Division of State Lands.**
 - * An executive budget account for the Sagebrush Ecosystem Team would be established in the DCNR Director's Office. Additions to the Conservation Districts budget would be incorporated into existing Budget Account 4151, also located in the DCNR Director's Office.*

STATE OF NEVADA - POSITION QUESTIONNAIRE (NPD-19)

- New Position
- Vacant Position
- Filled Position

DEPARTMENT: Conservation & Natural Resources			
DIVISION: Transitioning to State Lands			
GEOGRAPHIC LOCATION OF POSITION: Carson City			
AGENCY ID# (3 digits): 700	FUND# (3 digits): 101		
AGENCY ORG/BUDGET# (4 digits): 4150	POSITION CONTROL#: N/A		
CURRENT CLASS TITLE (If vacant or filled position): N/A		CLASS CODE: N/A	GRADE: N/A
REQUESTED CLASS TITLE: Management Analyst IV		CLASS CODE: 7.612	GRADE: 39 Step 5
EMPLOYEE NAME: N/A	PHONE#: N/A	EMAIL: N/A	
SUPERVISOR NAME: Kay Scherer/Jim Lawrence	PHONE#: 684-2720	EMAIL: Kscherer@dcnr.nv.gov Lawrence@lands.nv.gov	

1. APPOINTING AUTHORITY/EMPLOYEE CERTIFICATION

CERTIFICATION: I certify that I have read the instructions page and the statements provided in this NPD-19 are correct and complete.	
Changed responsibilities were/will be effected on:	Date:
Appointing Authority or Designated Representative signature:	Date:
Employee signature:	Date:
Is this request being submitted with agency approval or knowledge? <input type="checkbox"/> No <input type="checkbox"/> Yes	

3a. FOR COMPLETION BY BUDGET DIVISION ONLY

Required for new positions and when NAC 284.126 (3) applies.	
<input type="checkbox"/> Approved effective date (if change is approved by DHRM)	Date:
<input type="checkbox"/> Approved - date to be determined and change to be approved by DHRM	
<input type="checkbox"/> Disapproved	
Part-time (%):	Expire date:
Signature:	Date:
Notes:	

3b. FOR COMPLETION BY ENTERPRISE IT SERVICES ONLY

Required when NRS 284.172 applies for positions to be classified to or changing classification within the Fiscal Management & Staff Services: Information Technology subgroup.	
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
Signature:	Date:

4. FOR COMPLETION BY DIVISION OF HUMAN RESOURCE MANAGEMENT ONLY

Dept code:	Effective date:	Expire date:
Division code:		
Class code:	Title:	Grade:
Class option:	IFC/Legislative approval required? <input type="checkbox"/> No <input type="checkbox"/> Yes, date approved:	

INSTRUCTIONS TO APPOINTING AUTHORITY

Incumbent meets MQ's: <input type="checkbox"/> No <input type="checkbox"/> Yes	Study#:
<input type="checkbox"/> Other:	Analyst: Date:
	Supervisor: Date:

- 1. What is prompting this request? If this is an existing position, state the significant changes (as defined in NAC 284.126) in duties and responsibilities which have been made in the position since it was established or last reviewed by the Department of Personnel. If this is a new position, have there been additional responsibilities placed on the organization? If yes, please explain. Attach documentation relative to legislation, board/commission proceedings, new organizational goals, etc., if applicable.**

On July 31, 2012, Governor Sandoval's Greater Sage-grouse Advisory Committee released the "Strategic Plan for Conservation of Greater Sage-Grouse in Nevada". The Committee was established by Executive Order 2012-09. Two primary recommendations from the Committee included the establishment of a Sage-grouse Advisory Council and the creation of a Sage-grouse Technical Team to carry out the Sage-grouse strategic plan. The committee recommended that the Sage-grouse technical team be modeled after the State's inter-agency Lake Tahoe team. The strategic plan is attached to this NPD-19.

This request is specifically for a Management Analyst IV position to serve as the coordinator of the technical team. The technical team will consist of a team coordinator (MA IV – NDSL), Wildlife Staff Specialist (NDOW), Forester III (NDF), Conservation Specialist II (Dept. of Ag.) and Environmental Scientist III (NDSL). NPD-19 forms will be submitted for all of these positions.

- 2. What position(s), if any, previously performed these new or additional duties? List class title and position control number of position(s). (A separate NPD-19 may be required for these positions.)**

None. All positions for the technical team are new positions as a result of the recommendations listed in the "Strategic Plan for Conservation of Greater Sage-grouse in Nevada."

- 3. Briefly describe the major purpose of this job.**

This position will coordinate the day to day activities of the technical team and put the recommendations of the task force into action. This includes, in part, providing staff support to the Council, coordination with federal agencies and local governments, outreach and serving as main point of contact for the public and project proponents, development of program (including mitigation bank program) project recommendations, and fiscal oversight.

- 4. Attach a copy of the agency organizational chart to this form. Please circle this position.**

See attached

5. List the duties performed in this job. Assign a number to each duty and estimate the percentage of time spent on each duty (percentages should add to 100%). If it is not possible to estimate the percentage of time spent in each area daily, estimate the time on a weekly, monthly, or annual basis. If this is an existing position, please put an asterisk (*) next to each duty that is new.

DUTY#	DUTY	FREQUENCY
1	On behalf of the administrator, and in cooperation with the Governor's office, coordinate the implementation of the Greater Sage-Grouse recommendations from the advisory committee among all state agencies identified as well as those with a vested interested in the conservation of the population. Interface with local and federal agencies also working on sage-grouse conservation efforts.	20%
2	On behalf of the administrator, and working with the Governor's Office, coordinate efforts to secure funds for the sage -grouse program as well as any legislative action.	10%
3	In coordination with the Sage -grouse Advisory Council oversee the administration of the Nevada Sage-grouse mitigation bank program.	20%
4	Identify and prioritize landscape scale enhancement, restoration, fuel reduction and mitigation projects throughout the state which support sage-grouse habitat.	25%
5	Foster and maintain collaborative processes between state and federal agencies to facilitate permitting and provide consultation for project proponents who want to conduct activities in either occupied or potential sage-grouse habitat.	25%

6. **What duties are performed that require the incumbent to make choices, determinations, or judgments? Please give examples.**

Under general direction, this position will be required to make program decisions for the day to day activities of the technical team. Examples include fiscal matters associated with the mitigation bank, recommendation on program and project priorities, managing contracts, and developing agreement with private parties, local governments and federal agencies for restoration projects.

7a. **List the class titles and position control numbers of all employees that are supervised by this position.**

Direct Supervision – Technical Team ES III
Indirect Supervision – Conservation Staff Specialist II, Forester III, Wildlife Staff Specialist

7b. **Describe the extent of supervisory responsibility exercised over these employees. (Check appropriate boxes.)**

- | | | | |
|--|---|--|-------------------------------------|
| <input type="checkbox"/> Final selection | <input checked="" type="checkbox"/> Work assignment | <input type="checkbox"/> Performance appraisal | <input type="checkbox"/> Discipline |
| <input type="checkbox"/> Training | <input checked="" type="checkbox"/> Work review | <input checked="" type="checkbox"/> Other (specify): | |

Day to day activities of the team.

8. **List any licenses, certificates, degrees, or credentials that are required by law for this job.**

N/A

9. **List equipment which is used that requires specialized training.**

N/A

10a. **List the name, title, and position control number of the position's supervisor.**

Kay Scherer, Deputy Director, DCNR PCN # 002/Jim Lawrence Administrator State Lands, PCN # 001 transitioning to Charles Donohue, Deputy Administrator, PCN # 0006

10b. Describe the type and extent of supervision received.

The position would receive general direction and supervision. The incumbent will need to perform technical and complex assignments with limited supervision. These activities are critical to the agency's and resource team's operations.

11. What statutes, laws, rules, procedures, or guidelines are used in performing assignments?

The incumbent will need to work with state fiscal and contracting procedures, federal laws and rules pertaining to the Endangered Species Act and National Environmental Policy Act, as well as procedures developed by the Council.

12. What people are contacted in carrying out the duties of this position? Explain the purpose of each contact.

The position will serve as the “face” of the team and will be coordinating on a daily basis with private landowners, local governments, and federal agencies. This will include interaction with federal agencies on the regional management level. This position will also report to the council as well as any required informational reports the legislature. .

13. Describe any unusual physical demands or working conditions required in this job, i.e., requires frequent lifting or moving of office furniture, frequent exposure to hazardous materials, etc.

None

14. Provide any additional information about the job which you consider to be important to the classification, but which has not been previously mentioned.

This position is in response to the recommendations in the Strategic Plan for Conservation of Greater Sage-grouse in Nevada for the development of an advisory council and technical team. One purpose of the team is to protect the species and prevent a listing by the US Fish and Wildlife Service. A listing of the Sage-grouse as threatened or endangered by the USFWS would have detrimental impacts to Nevada’s economy and culture.

STATE OF NEVADA - POSITION QUESTIONNAIRE (NPD-19)

- New Position
- Vacant Position
- Filled Position

DEPARTMENT: Conservation & Natural Resources			
DIVISION: Transitioning to NDOW			
GEOGRAPHIC LOCATION OF POSITION: Carson City			
AGENCY ID# (3 digits): 700	FUND# (3 digits): 101		
AGENCY ORG/BUDGET# (4 digits): 4150	POSITION CONTROL#: N/A		
CURRENT CLASS TITLE (If vacant or filled position): N/A		CLASS CODE: N/A	GRADE: N/A
REQUESTED CLASS TITLE: Wildlife Staff Specialist		CLASS CODE: 1.712	GRADE: 38
EMPLOYEE NAME: N/A	PHONE#: N/A	EMAIL: N/A	
SUPERVISOR NAME: Kay Scherer/Jim Lawrence	PHONE#: 684-2720	EMAIL: : Kscherer@dcnr.nv.gov Lawrence@lands.nv.gov	

1. APPOINTING AUTHORITY/EMPLOYEE CERTIFICATION

CERTIFICATION: I certify that I have read the instructions page and the statements provided in this NPD-19 are correct and complete.	
Changed responsibilities were/will be effected on:	Date:
Appointing Authority or Designated Representative signature:	Date:
Employee signature:	Date:
Is this request being submitted with agency approval or knowledge? <input type="checkbox"/> No <input type="checkbox"/> Yes	

3a. FOR COMPLETION BY BUDGET DIVISION ONLY

Required for new positions and when NAC 284.126 (3) applies.	
<input type="checkbox"/> Approved effective date (if change is approved by DHRM)	Date:
<input type="checkbox"/> Approved – date to be determined and change to be approved by DHRM	
<input type="checkbox"/> Disapproved	
Part-time (%):	Expire date:
Signature:	Date:
Notes:	

3b. FOR COMPLETION BY ENTERPRISE IT SERVICES ONLY

Required when NRS 284.172 applies for positions to be classified to or changing classification within the Fiscal Management & Staff Services: Information Technology subgroup.	
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
Signature:	Date:

4. FOR COMPLETION BY DIVISION OF HUMAN RESOURCE MANAGEMENT ONLY

Dept code:	Effective date:	Expire date:
Division code:		
Class code:	Title:	Grade:
Class option:	IFC/Legislative approval required? <input type="checkbox"/> No <input type="checkbox"/> Yes, date approved:	

INSTRUCTIONS TO APPOINTING AUTHORITY

Incumbent meets MQ's: <input type="checkbox"/> No <input type="checkbox"/> Yes	Study#:
<input type="checkbox"/> Other:	Analyst: Date:
	Supervisor: Date:

- 1. What is prompting this request? If this is an existing position, state the significant changes (as defined in NAC 284.126) in duties and responsibilities which have been made in the position since it was established or last reviewed by the Department of Personnel. If this is a new position, have there been additional responsibilities placed on the organization? If yes, please explain. Attach documentation relative to legislation, board/commission proceedings, new organizational goals, etc., if applicable.**

On July 31, 2012, Governor Sandoval's Greater Sage-grouse Advisory Committee released the "Strategic Plan for Conservation of Greater Sage-Grouse in Nevada". The Committee was established by Executive Order 2012-09. Two primary recommendations from the Committee included the establishment of a Sage-grouse Advisory Council and the creation of a Sage-grouse Technical Team to carry out the Sage-grouse strategic plan. The committee recommended that the Sage-grouse technical team be modeled after the State's inter-agency Lake Tahoe team. The strategic plan is attached to this NPD-19.

This request is specifically for a Wildlife Staff Specialist position to serve as the habitat specialist on the technical team.

- 2. What position(s), if any, previously performed these new or additional duties? List class title and position control number of position(s). (A separate NPD-19 may be required for these positions.)**

None. All positions for the technical team are new positions as a result of the recommendations listed in the "Strategic Plan for Conservation of Greater Sage-grouse in Nevada."

- 3. Briefly describe the major purpose of this job.**

The position will be the on-the-ground expert providing recommendations for habitat priorities as well as providing biological input on restoration projects. The individual will also be responsible for monitoring activities associated with the bird and its habitat. The individual will be the lead on identifying potential impacts and mitigation for development projects. They will also be the day to day liaison with NDOW and the team.

- 4. Attach a copy of the agency organizational chart to this form. Please circle this position.**
See attached.

5. List the duties performed in this job. Assign a number to each duty and estimate the percentage of time spent on each duty (percentages should add to 100%). If it is not possible to estimate the percentage of time spent in each area daily, estimate the time on a weekly, monthly, or annual basis. If this is an existing position, please put an asterisk (*) next to each duty that is new.

DUTY#	DUTY	FREQUENCY
1	Perform as the habitat lead on the inter-agency team. Coordinate activities with other team members and other projects that have a high priority so habitat priorities are integrated into these large scale restoration efforts.	15%
2	Project Scoping & Design – Participate on technical advisory committees for project evaluations and provide recommendations on habitat priority projects as well as mitigation banking elements. Field visits and inspections during restoration project efforts.	25%
3	Develop grant proposal applications to secure funds for restoration activities. Develop and administer contracts for improving habitat conditions in the sagebrush ecosystems. Oversight would include ensuring milestones are met, reviewing requests for reimbursements and authorizing the appropriate payments.	25%
4	Perform compliance monitoring associated with the restoration efforts, including reporting to ensure the efforts comply with federal and state regulations.	10%
5	Foster and maintain collaborative processes between state and federal agencies to facilitate permitting and provide consultation for project proponents who want to conduct activities in either occupied or potential sage-grouse habitat.	25%

6. What duties are performed that require the incumbent to make choices, determinations, or judgments? Please give examples.

Under general direction, this position will be assigned primary responsibility for the complex planning coordination, monitoring and inspection, and contract and grant coordination associated with establishing habitat priorities for enhancing the sagebrush community and associated mitigation for proposed development projects..

7a. List the class titles and position control numbers of all employees that are supervised by this position.

There are none but the position will be expected to work closely and coordinate with other team members.

7b. Describe the extent of supervisory responsibility exercised over these employees. (Check appropriate boxes.)

- | | | | |
|--|--|--|-------------------------------------|
| <input type="checkbox"/> Final selection | <input type="checkbox"/> Work assignment | <input type="checkbox"/> Performance appraisal | <input type="checkbox"/> Discipline |
| <input type="checkbox"/> Training | <input type="checkbox"/> Work review | <input type="checkbox"/> Other (specify): | |

8. List any licenses, certificates, degrees, or credentials that are required by law for this job.

N/A

9. List equipment which is used that requires specialized training.

N/A

10a. List the name, title, and position control number of the position's supervisor.

Kay Scherer, Deputy Director, DCNR PCN # 002/Jim Lawrence Administrator State Lands, PCN # 001 transitioning to TBD – NDOW
Indirect - Coordinator, Sagebrush Ecosystem Team

10b. Describe the type and extent of supervision received.

The position would receive general direction and would need to perform technical and complex assignments with limited supervision. These activities are critical to the agency's and resource team's operations.

11. What statutes, laws, rules, procedures, or guidelines are used in performing assignments?

The incumbent will need to work with state fiscal and contracting procedures, federal laws and rules pertaining to the Endangered Species Act and National Environmental Policy Act, as well as procedures developed by the Council.

- 12. What people are contacted in carrying out the duties of this position? Explain the purpose of each contact.**

The position will be coordinating on a daily basis with private landowners, local governments, and federal agencies regarding the implementation of projects. This position will also report to the coordinator and the agency head to ensure reporting to the Council and the legislature is seamless.

- 13. Describe any unusual physical demands or working conditions required in this job, i.e., requires frequent lifting or moving of office furniture, frequent exposure to hazardous materials, etc.**

Incumbent will need to be able to walk several miles over various terrain and weather conditions.

- 14. Provide any additional information about the job which you consider to be important to the classification, but which has not been previously mentioned.**

This position is in response to the recommendations in the Strategic Plan for Conservation of Greater Sage-grouse in Nevada for the development of an advisory council and technical team. One purpose of the team is to protect the species and prevent a listing by the US Fish and Wildlife Service. A listing of the Sage-grouse as threatened or endangered by the USFWS would have detrimental impacts to Nevada's economy and culture.

STATE OF NEVADA - POSITION QUESTIONNAIRE (NPD-19)

- New Position
- Vacant Position
- Filled Position

DEPARTMENT: Conservation & Natural Resources		STATE OF NEVADA DEPARTMENT OF CONSERVATION & NATURAL RESOURCES DIVISION OF LANDS	
DIVISION: Transitioning to State Lands			
GEOGRAPHIC LOCATION OF POSITION: Carson City			
AGENCY ID# (3 digits): 700	FUND# (3 digits): 101		
AGENCY ORG/BUDGET# (4 digits): 4150	POSITION CONTROL#: N/A		
CURRENT CLASS TITLE (If vacant or filled position): N/A		CLASS CODE: N/A	GRADE: N/A
REQUESTED CLASS TITLE: Environmental Scientist III		CLASS CODE: 10.525	GRADE: 36
EMPLOYEE NAME: N/A	PHONE#: N/A	EMAIL: N/A	
SUPERVISOR NAME: Kay Scherer/Jim Lawrence	PHONE#: 684-2720	EMAIL: Kscherer@dcnr.nv.gov Lawrence@lands.nv.gov	

1. APPOINTING AUTHORITY/EMPLOYEE CERTIFICATION

CERTIFICATION: I certify that I have read the instructions page and the statements provided in this NPD-19 are correct and complete.	
Changed responsibilities were/will be effected on:	Date:
Appointing Authority or Designated Representative signature:	Date:
Employee signature:	Date:
Is this request being submitted with agency approval or knowledge? <input type="checkbox"/> No <input type="checkbox"/> Yes	

3a. FOR COMPLETION BY BUDGET DIVISION ONLY

Required for new positions and when NAC 284.126 (3) applies.	
<input type="checkbox"/> Approved effective date (if change is approved by DHRM)	Date:
<input type="checkbox"/> Approved – date to be determined and change to be approved by DHRM	
<input type="checkbox"/> Disapproved	
Part-time (%):	Expire date:
Signature:	Date:
Notes:	

3b. FOR COMPLETION BY ENTERPRISE IT SERVICES ONLY

Required when NRS 284.172 applies for positions to be classified to or changing classification within the Fiscal Management & Staff Services: Information Technology subgroup.	
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
Signature:	Date:

4. FOR COMPLETION BY DIVISION OF HUMAN RESOURCE MANAGEMENT ONLY

Dept code:	Effective date:	Expire date:
Division code:		
Class code:	Title:	Grade:
Class option:	IFC/Legislative approval required? <input type="checkbox"/> No <input type="checkbox"/> Yes, date approved:	

INSTRUCTIONS TO APPOINTING AUTHORITY

Incumbent meets MQ's: <input type="checkbox"/> No <input type="checkbox"/> Yes	Study#:
<input type="checkbox"/> Other:	Analyst: Date:
	Supervisor: Date:

- 1. What is prompting this request? If this is an existing position, state the significant changes (as defined in NAC 284.126) in duties and responsibilities which have been made in the position since it was established or last reviewed by the Department of Personnel. If this is a new position, have there been additional responsibilities placed on the organization? If yes, please explain. Attach documentation relative to legislation, board/commission proceedings, new organizational goals, etc., if applicable.**

On July 31, 2012, Governor Sandoval's Greater Sage-grouse Advisory Committee released the "Strategic Plan for Conservation of Greater Sage-Grouse in Nevada". The Committee was established by Executive Order 2012-09. Two primary recommendations from the Committee included the establishment of a Sage-grouse Advisory Council and the creation of a Sage-grouse Technical Team to carry out the Sage-grouse strategic plan. The committee recommended that the Sage-grouse technical team be modeled after the State's inter-agency Lake Tahoe team. The strategic plan is attached to this NPD-19.

This request is specifically for a Environmental Scientist III position to serve as the watershed restoration specialist member of the technical team.

- 2. What position(s), if any, previously performed these new or additional duties? List class title and position control number of position(s). (A separate NPD-19 may be required for these positions.)**

None. All positions for the technical team are new positions as a result of the recommendations listed in the "Strategic Plan for Conservation of Greater Sage-grouse in Nevada."

- 3. Briefly describe the major purpose of this job.**

The Environmental Scientist III will be the principle lead on watershed components of restoration activity and a member of the technical team implementing projects. These include overseeing projects and making recommendations to the coordinator on project priorities and performance, inspecting projects and managing any associated grants or contracts.

- 4. Attach a copy of the agency organizational chart to this form. Please circle this position.**
See attached.

5. List the duties performed in this job. Assign a number to each duty and estimate the percentage of time spent on each duty (percentages should add to 100%). If it is not possible to estimate the percentage of time spent in each area daily, estimate the time on a weekly, monthly, or annual basis. If this is an existing position, please put an asterisk (*) next to each duty that is new.

DUTY#	DUTY	FREQUENCY
1	Perform as the watershed restoration specialist lead on the inter-agency team. Coordinate activities with other team members and other projects that have a high priority so water quality and watershed restoration efforts are integrated into these large scale restoration efforts.	15%
2	Project Scoping & Design – Participate on technical advisory committees for project evaluations and provide recommendations on watershed restoration scale projects as well as mitigation banking elements. Field visits and inspections during restoration project efforts.	25%
3	Develop grant proposal applications to secure funds for restoration activities. Develop and administer contracts for watershed restoration activities in sagebrush ecosystems. Oversight would include ensuring milestones are met, reviewing requests for reimbursements and authorizing the appropriate payments.	25%
4	Perform compliance monitoring associated with the restoration efforts, including reporting to ensure the efforts comply with federal and state regulations.	10%
5	Foster and maintain collaborative processes between state and federal agencies to facilitate permitting and provide consultation for project proponents who want to conduct activities in either occupied or potential sage-grouse habitat. Also work closely with the conservation districts for protection or restoration opportunities on private lands.	25%

6. What duties are performed that require the incumbent to make choices, determinations, or judgments? Please give examples.

Under general direction, this position will be assigned primary responsibility for the complex planning coordination, monitoring and inspection, and contract and grant coordination associated with watershed restoration project components of enhancing the sagebrush community.

7a. List the class titles and position control numbers of all employees that are supervised by this position.

There are none but the position will be expected to work closely and coordinate with other team members.

7b. Describe the extent of supervisory responsibility exercised over these employees. (Check appropriate boxes.)

- | | | | |
|--|--|--|-------------------------------------|
| <input type="checkbox"/> Final selection | <input type="checkbox"/> Work assignment | <input type="checkbox"/> Performance appraisal | <input type="checkbox"/> Discipline |
| <input type="checkbox"/> Training | <input type="checkbox"/> Work review | <input type="checkbox"/> Other (specify): | |

8. List any licenses, certificates, degrees, or credentials that are required by law for this job.

N/A

9. List equipment which is used that requires specialized training.

N/A

10a. List the name, title, and position control number of the position's supervisor.

Kay Scherer, Deputy Director DCNR, PCN # 002/Jim Lawrence Administrator State Lands, PCN # 001 transitioning to Coordinator, Sagebrush Ecosystem Team

10b. Describe the type and extent of supervision received.

The position would receive general direction and would need to perform technical and complex assignments with limited supervision. These activities are critical to the agency's and resource team's operations.

11. What statutes, laws, rules, procedures, or guidelines are used in performing assignments?

The incumbent will need to work with state fiscal and contracting procedures, federal laws and rules pertaining to the Endangered Species Act and National Environmental Policy Act, as well as procedures developed by the Council.

12. What people are contacted in carrying out the duties of this position? Explain the purpose of each contact.

The position will be coordinating on a daily basis with private landowners, local governments, and federal agencies regarding the implementation of projects. This position will also report to the coordinator and the agency head to ensure reporting to the Council and the legislature is seamless.

13. Describe any unusual physical demands or working conditions required in this job, i.e., requires frequent lifting or moving of office furniture, frequent exposure to hazardous materials, etc.

Incumbent will need to be able to walk several miles over various terrain and weather conditions.

14. Provide any additional information about the job which you consider to be important to the classification, but which has not been previously mentioned.

This position is in response to the recommendations in the Strategic Plan for Conservation of Greater Sage-grouse in Nevada for the development of an advisory council and technical team. One purpose of the team is to protect the species and prevent a listing by the US Fish and Wildlife Service. A listing of the Sage-grouse as threatened or endangered by the USFWS would have detrimental impacts to Nevada's economy and culture.

STATE OF NEVADA - POSITION QUESTIONNAIRE (NPD-19)

- New Position
- Vacant Position
- Filled Position

DEPARTMENT: Conservation & Natural Resources			
DIVISION: Transitioning to the Department of Agriculture			
GEOGRAPHIC LOCATION OF POSITION: Carson City			
AGENCY ID# (3 digits): 700	FUND# (3 digits): 101		
AGENCY ORG/BUDGET# (4 digits): 4150	POSITION CONTROL#: N/A		
CURRENT CLASS TITLE <i>(If vacant or filled position):</i> N/A		CLASS CODE: N/A	GRADE: N/A
REQUESTED CLASS TITLE: Conservation Staff Specialist II		CLASS CODE: 1.810	GRADE: 36
EMPLOYEE NAME: N/A	PHONE#: N/A	EMAIL: N/A	
SUPERVISOR NAME: Kay Scherer/Jim Lawrence	PHONE#: 684-2720	EMAIL: Kscherer@dcnr.nv.gov Lawrence@lands.nv.gov	

1. APPOINTING AUTHORITY/EMPLOYEE CERTIFICATION

	CERTIFICATION: I certify that I have read the instructions page and the statements provided in this NPD-19 are correct and complete.		
	Changed responsibilities were/will be effected on:	Date:	
	Appointing Authority or Designated Representative signature:	Date:	
	Employee signature:	Date:	
	Is this request being submitted with agency approval or knowledge? <input type="checkbox"/> No <input type="checkbox"/> Yes		

3a. FOR COMPLETION BY BUDGET DIVISION ONLY

	Required for new positions and when NAC 284.126 (3) applies.		
	<input type="checkbox"/> Approved effective date (if change is approved by DHRM)	Date:	
	<input type="checkbox"/> Approved – date to be determined and change to be approved by DHRM		
	<input type="checkbox"/> Disapproved		
	Part-time (%):	Expire date:	
	Signature:	Date:	
	Notes:		

3b. FOR COMPLETION BY ENTERPRISE IT SERVICES ONLY

	Required when NRS 284.172 applies for positions to be classified to or changing classification within the Fiscal Management & Staff Services: Information Technology subgroup.		
	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved		
	Signature:	Date:	

4. FOR COMPLETION BY DIVISION OF HUMAN RESOURCE MANAGEMENT ONLY

Dept code:	Effective date:	Expire date:
Division code:		
Class code:	Title:	Grade:
Class option:	IFC/Legislative approval required? <input type="checkbox"/> No <input type="checkbox"/> Yes, date approved:	

INSTRUCTIONS TO APPOINTING AUTHORITY

Incumbent meets MQ's: <input type="checkbox"/> No <input type="checkbox"/> Yes	Study#:	
<input type="checkbox"/> Other:	Analyst:	Date:
	Supervisor:	Date:

- 1. What is prompting this request? If this is an existing position, state the significant changes (as defined in NAC 284.126) in duties and responsibilities which have been made in the position since it was established or last reviewed by the Department of Personnel. If this is a new position, have there been additional responsibilities placed on the organization? If yes, please explain. Attach documentation relative to legislation, board/commission proceedings, new organizational goals, etc., if applicable.**

On July 31, 2012, Governor Sandoval's Greater Sage-grouse Advisory Committee released the "Strategic Plan for Conservation of Greater Sage-Grouse in Nevada". The Committee was established by Executive Order 2012-09. Two primary recommendations from the Committee included the establishment of a Sage-grouse Advisory Council and the creation of a Sage-grouse Technical Team to carry out the Sage-grouse strategic plan. The committee recommended that the Sage-grouse technical team be modeled after the State's inter-agency Lake Tahoe team. The strategic plan is attached to this NPD-19.

This request is specifically for a Conservation Staff Specialist II position to serve as the range and noxious weed specialist on the technical team.

- 2. What position(s), if any, previously performed these new or additional duties? List class title and position control number of position(s). (A separate NPD-19 may be required for these positions.)**

None. All positions for the technical team are new positions as a result of the recommendations listed in the "Strategic Plan for Conservation of Greater Sage-grouse in Nevada."

- 3. Briefly describe the major purpose of this job.**

The conservation staff specialist position will be the lead position for range habitat restoration and invasive/noxious weeds treatment. The individual will also be the day to day liaison with NDA and the team.

- 4. Attach a copy of the agency organizational chart to this form. Please circle this position.**
See attached.

5. List the duties performed in this job. Assign a number to each duty and estimate the percentage of time spent on each duty (percentages should add to 100%). If it is not possible to estimate the percentage of time spent in each area daily, estimate the time on a weekly, monthly, or annual basis. If this is an existing position, please put an asterisk (*) next to each duty that is new.

DUTY#	DUTY	FREQUENCY
1	Perform as the range lead on the inter-agency team. Coordinate activities with other team members and other projects that have a high priority so range habitat priorities are integrated into these large scale restoration efforts and invasive/noxious weed issues are addressed.	15%
2	Project Scoping & Design – Participate on technical advisory committees for project evaluations and provide recommendations on range and invasive/noxious weed priority projects as well as mitigation banking elements. Field visits and inspections during restoration project efforts.	25%
3	Develop grant proposal applications to secure funds for restoration activities. Develop and administer contracts for improving range conditions in the sagebrush ecosystems. Oversight would include ensuring milestones are met, reviewing requests for reimbursements and authorizing the appropriate payments.	25%
4	Perform compliance monitoring associated with the restoration efforts, including reporting to ensure the efforts comply with federal and state regulations.	10%
5	Foster and maintain collaborative processes between state and federal agencies to facilitate permitting and provide consultation for project proponents who want to conduct activities in either occupied or potential sage-grouse habitat.	25%

6. What duties are performed that require the incumbent to make choices, determinations, or judgments? Please give examples.

Under general direction, this position will be assigned primary responsibility for the complex planning coordination, monitoring and inspection, and contract and grant coordination associated with improving range conditions and reducing the threat of invasive/noxious weed species throughout the sagebrush community and associated mitigation for proposed development projects.

7a. List the class titles and position control numbers of all employees that are supervised by this position.

There are none but the position will be expected to work closely and coordinate with other team members.

7b. Describe the extent of supervisory responsibility exercised over these employees. (Check appropriate boxes.)

- | | | | |
|--|--|--|-------------------------------------|
| <input type="checkbox"/> Final selection | <input type="checkbox"/> Work assignment | <input type="checkbox"/> Performance appraisal | <input type="checkbox"/> Discipline |
| <input type="checkbox"/> Training | <input type="checkbox"/> Work review | <input type="checkbox"/> Other (specify): | |

8. List any licenses, certificates, degrees, or credentials that are required by law for this job.

N/A

9. List equipment which is used that requires specialized training.

N/A

10a. List the name, title, and position control number of the position's supervisor.

Kay Scherer, Deputy Director, DCNR PCN # 002/Jim Lawrence Administrator State Lands, PCN # 001 transitioning to TBD – NDA
Indirect - Coordinator, Sagebrush Ecosystem Team

10b. Describe the type and extent of supervision received.

The position would receive general direction and would need to perform technical and complex assignments with limited supervision. These activities are critical to the agency's and resource team's operations.

11. What statutes, laws, rules, procedures, or guidelines are used in performing assignments?

The incumbent will need to work with state fiscal and contracting procedures, federal laws and rules pertaining to the Endangered Species Act and National Environmental Policy Act, as well as procedures developed by the Council.

12. What people are contacted in carrying out the duties of this position? Explain the purpose of each contact.

The position will be coordinating on a daily basis with private landowners, local governments, and federal agencies regarding the implementation of projects. This position will also report to the coordinator and the agency head to ensure reporting to the Council and the legislature is seamless.

13. Describe any unusual physical demands or working conditions required in this job, i.e., requires frequent lifting or moving of office furniture, frequent exposure to hazardous materials, etc.

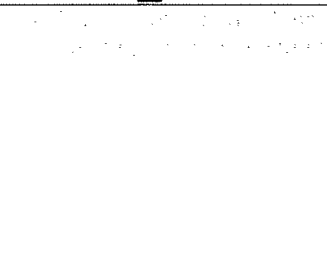
Incumbent will need to be able to walk several miles over various terrain and weather conditions.

14. Provide any additional information about the job which you consider to be important to the classification, but which has not been previously mentioned.

This position is in response to the recommendations in the Strategic Plan for Conservation of Greater Sage-grouse in Nevada for the development of an advisory council and technical team. One purpose of the team is to protect the species and prevent a listing by the US Fish and Wildlife Service. A listing of the Sage-grouse as threatened or endangered by the USFWS would have detrimental impacts to Nevada's economy and culture.

STATE OF NEVADA - POSITION QUESTIONNAIRE (NPD-19)

- New Position
- Vacant Position
- Filled Position

DEPARTMENT: Conservation & Natural Resources			
DIVISION: Transitioning to Forestry			
GEOGRAPHIC LOCATION OF POSITION: Carson City			
AGENCY ID# (3 digits): 700	FUND# (3 digits): 101		
AGENCY ORG/BUDGET# (4 digits): 4150	POSITION CONTROL#: N/A		
CURRENT CLASS TITLE <i>(If vacant or filled position):</i> N/A		CLASS CODE: N/A	GRADE: N/A
REQUESTED CLASS TITLE: Forester III		CLASS CODE: 1.811	GRADE: 35
EMPLOYEE NAME: N/A	PHONE#: N/A	EMAIL: N/A	
SUPERVISOR NAME: Kay Scherer/Jim Lawrence	PHONE#: 684-2720	EMAIL: Kscherer@dcnr.nv.gov Lawrence@lands.nv.gov	

1. APPOINTING AUTHORITY/EMPLOYEE CERTIFICATION	
	CERTIFICATION: I certify that I have read the instructions page and the statements provided in this NPD-19 are correct and complete.
	Changed responsibilities were/will be effected on: _____ Date: _____
	Appointing Authority or Designated Representative signature: _____ Date: _____
	Employee signature: _____ Date: _____
	Is this request being submitted with agency approval or knowledge? <input type="checkbox"/> No <input type="checkbox"/> Yes

3a. FOR COMPLETION BY BUDGET DIVISION ONLY	
	Required for new positions and when NAC 284.126 (3) applies.
	<input type="checkbox"/> Approved effective date (if change is approved by DHRM) _____ Date: _____
	<input type="checkbox"/> Approved – date to be determined and change to be approved by DHRM
	<input type="checkbox"/> Disapproved
	Part-time (%): _____ Expire date: _____
	Signature: _____ Date: _____
	Notes: _____

3b. FOR COMPLETION BY ENTERPRISE IT SERVICES ONLY	
	Required when NRS 284.172 applies for positions to be classified to or changing classification within the Fiscal Management & Staff Services: Information Technology subgroup.
	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
	Signature: _____ Date: _____

4. FOR COMPLETION BY DIVISION OF HUMAN RESOURCE MANAGEMENT ONLY			
Dept code:	Effective date:	Expire date:	
Division code:			
Class code:	Title:	Grade:	
Class option:	IFC/Legislative approval required? <input type="checkbox"/> No <input type="checkbox"/> Yes, date approved: _____		

INSTRUCTIONS TO APPOINTING AUTHORITY		
Incumbent meets MQ's: <input type="checkbox"/> No <input type="checkbox"/> Yes	Study#:	
<input type="checkbox"/> Other:	Analyst:	Date: _____
	Supervisor:	Date: _____

- 1. What is prompting this request? If this is an existing position, state the significant changes (as defined in NAC 284.126) in duties and responsibilities which have been made in the position since it was established or last reviewed by the Department of Personnel. If this is a new position, have there been additional responsibilities placed on the organization? If yes, please explain. Attach documentation relative to legislation, board/commission proceedings, new organizational goals, etc., if applicable.**

On July 31, 2012, Governor Sandoval's Greater Sage-grouse Advisory Committee released the "Strategic Plan for Conservation of Greater Sage-Grouse in Nevada". The Committee was established by Executive Order 2012-09. Two primary recommendations from the Committee included the establishment of a Sage-grouse Advisory Council and the creation of a Sage-grouse Technical Team to carry out the Sage-grouse strategic plan. The committee recommended that the Sage-grouse technical team be modeled after the State's inter-agency Lake Tahoe team. The strategic plan is attached to this NPD-19.

This request is specifically for a Forester III position to serve as the forester and vegetative specialist member of the technical team.

- 2. What position(s), if any, previously performed these new or additional duties? List class title and position control number of position(s). (A separate NPD-19 may be required for these positions.)**

None. All positions for the technical team are new positions as a result of the recommendations listed in the "Strategic Plan for Conservation of Greater Sage-grouse in Nevada."

- 3. Briefly describe the major purpose of this job.**

The Forester III will be the principle lead for developing and evaluating projects involving fire prevention, pinyon-juniper encroachment and fire rehabilitation. This position will be the day to day liaison with NDF and the point person for tracking and helping to evaluate wildfire impacts on habitat.

- 4. Attach a copy of the agency organizational chart to this form. Please circle this position.**
See attached.

5. List the duties performed in this job. Assign a number to each duty and estimate the percentage of time spent on each duty (percentages should add to 100%). If it is not possible to estimate the percentage of time spent in each area daily, estimate the time on a weekly, monthly, or annual basis. If this is an existing position, please put an asterisk (*) next to each duty that is new.

DUTY#	DUTY	FREQUENCY
1	Perform as the vegetation and fire prevention lead on the inter-agency team. Coordinate activities with other team members and other projects that have a high priority so vegetative and fire reduction efforts are integrated into these large scale restoration efforts.	15%
2	Project Scoping & Design – Participate on technical advisory committees for project evaluations and provide recommendations on vegetative manipulation projects as well as mitigation banking elements. Field visits and inspections during restoration project efforts.	25%
3	Develop grant proposal applications to secure funds for restoration activities. Develop and administer contracts for reducing the treat of fire and pinyon-juniper encroachment activities in sagebrush ecosystems. Oversight would include ensuring milestones are met, reviewing requests for reimbursements and authorizing the appropriate payments.	25%
4	Perform compliance monitoring associated with the restoration efforts, including reporting to ensure the efforts comply with federal and state regulations.	10%
5	Foster and maintain collaborative processes between state and federal agencies to facilitate permitting and provide consultation for project proponents who want to conduct activities in either occupied or potential sage-grouse habitat.	25%

6. What duties are performed that require the incumbent to make choices, determinations, or judgments? Please give examples.

Under general direction, this position will be assigned primary responsibility for the complex planning coordination, monitoring and inspection, and contract and grant coordination associated with fire and vegetative project components of enhancing the sagebrush community.

7a. List the class titles and position control numbers of all employees that are supervised by this position.

There are none but the position will be expected to work closely and coordinate with other team members.

7b. Describe the extent of supervisory responsibility exercised over these employees. (Check appropriate boxes.)

- | | | | |
|--|--|--|-------------------------------------|
| <input type="checkbox"/> Final selection | <input type="checkbox"/> Work assignment | <input type="checkbox"/> Performance appraisal | <input type="checkbox"/> Discipline |
| <input type="checkbox"/> Training | <input type="checkbox"/> Work review | <input type="checkbox"/> Other (specify): | |

8. List any licenses, certificates, degrees, or credentials that are required by law for this job.

N/A

9. List equipment which is used that requires specialized training.

N/A

10a. List the name, title, and position control number of the position's supervisor.

Kay Scherer, Deputy Director, DCNR PCN # 002/Jim Lawrence Administrator State Lands, PCN # 001 transitioning to TBD – NDF
Indirect - Coordinator, Sagebrush Ecosystem Team

10b. Describe the type and extent of supervision received.

The position would receive general direction and would need to perform technical and complex assignments with limited supervision. These activities are critical to the agency's and resource team's operations.

11. What statutes, laws, rules, procedures, or guidelines are used in performing assignments?

The incumbent will need to work with state fiscal and contracting procedures, federal laws and rules pertaining to the Endangered Species Act and National Environmental Policy Act, as well as procedures developed by the Council.

- 12. What people are contacted in carrying out the duties of this position? Explain the purpose of each contact.**

The position will be coordinating on a daily basis with private landowners, local governments, and federal agencies regarding the implementation of projects. This position will also report to the coordinator and the agency head to ensure reporting to the Council and the legislature is seamless.

- 13. Describe any unusual physical demands or working conditions required in this job, i.e., requires frequent lifting or moving of office furniture, frequent exposure to hazardous materials, etc.**

Incumbent will need to be able to walk several miles over various terrain and weather conditions.

- 14. Provide any additional information about the job which you consider to be important to the classification, but which has not been previously mentioned.**

This position is in response to the recommendations in the Strategic Plan for Conservation of Greater Sage-grouse in Nevada for the development of an advisory council and technical team. One purpose of the team is to protect the species and prevent a listing by the US Fish and Wildlife Service. A listing of the Sage-grouse as threatened or endangered by the USFWS would have detrimental impacts to Nevada's economy and culture.

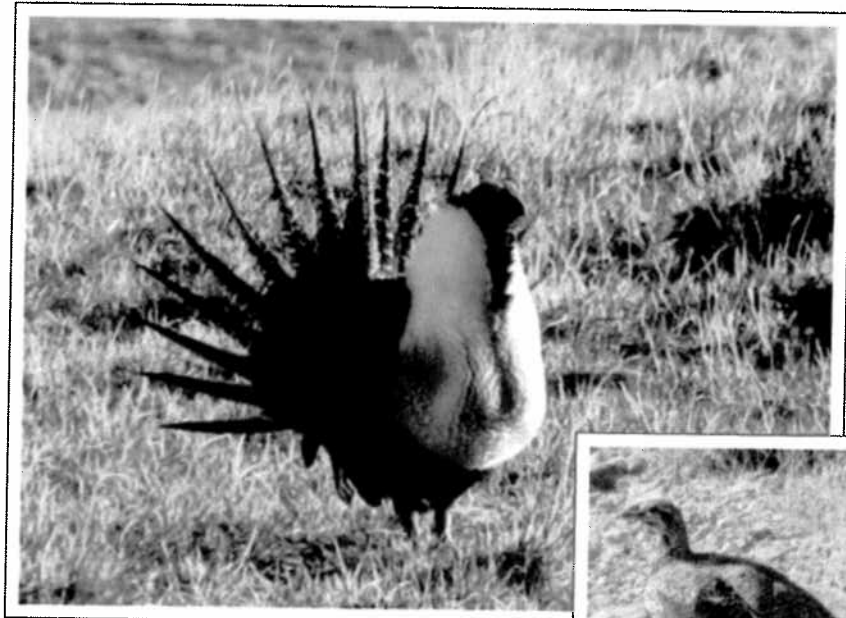


STATE OF NEVADA

Brian Sandoval
Governor

STRATEGIC PLAN FOR CONSERVATION OF GREATER SAGE-GROUSE IN NEVADA

July 31, 2012



RECEIVED

SEP 07 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Presented To:
Governor Brian Sandoval

Presented From:
Governor Sandoval's
Greater Sage-grouse Advisory Committee

**STRATEGIC PLAN FOR
CONSERVATION OF GREATER SAGE-GROUSE IN NEVADA**

July 31, 2012

Presented To:
Governor Brian Sandoval

Presented From:
Governor Sandoval's
Greater Sage-grouse Advisory Committee

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List of Acronyms

BLM	Bureau of Land Management
DCNR	Department of Conservation and Natural Resources
DOD	Department of Defense
ESA	Endangered Species Act
IMT	Incident Management Team
LAWG	Local Area Working Group
NAC	Nevada Administrative Code
NDEP	Nevada Division of Environmental Protection
NDF	Nevada Division of Forestry
NDOW	Nevada Department of Wildlife
NEPA	National Environmental Policy Act
NGO	Non-governmental Organization
NRCS	Natural Resources Conservation Service
RAC	Resource Advisory Councils
SGI	Sage-grouse Initiative
UNR	University of Nevada, Reno
USDA – ARS	U.S. Department of Agriculture – Agricultural Research Service
USFS	US Forest Service
USFWS	US Fish and Wildlife Service
USGS	US Geological Service

1.0 INTRODUCTION

Nevada has been proactive in conservation of greater sage-grouse since 2000 when then Governor Kenny Guinn appointed a task force representing various interest groups and agencies to develop a plan that would conserve and protect Nevada's sage-grouse and their habitat. In October 2001 the *Nevada Sage-grouse Conservation Strategy* identified challenges, offered potential solutions, and laid the groundwork for the formation of local area working groups (LAWG) and Population Management Units (PMU). It provided guidance for developing conservation plans and subsequent legislative endorsements in 2004 and 2010 reinforced Nevada's commitment to conserve the species.

From 2001 to 2004 the Governor's Sage-grouse Conservation Team under leadership of the Nevada Department of Wildlife (NDOW) completed an intensive planning effort for the state in which LAWGs developed plans for their respective areas and PMUs. In June 2004, the *1st Edition of the Greater Sage-grouse Conservation Plan for Nevada and Eastern California* (2004 State Plan) was completed. Between 2004 and the present, resource management agencies have implemented conservation projects and instituted policies to support the conservation goals in the 2004 State Plan.

On December 9, 2011, in response to the U.S. Fish and Wildlife Service's (USFWS) inadequate regulatory mechanisms finding and to avoid a potential listing, the Bureau of Land Management (BLM) and the United States Forest Service (USFS) began a process to amend their land use management plans affecting sage-grouse habitat to incorporate sage-grouse conservation measures. (See 76 Fed. Reg. 77009 (Dec. 9, 2011); see also 77 Fed. Reg. 7178 (Feb. 10, 2012); 77 Fed. Reg. 12792 (Mar. 2, 2012).)

As a step in implementing a landscape level strategy to benefit the species while maintaining a robust economy in the West, Secretary Salazar invited the states impacted by a potential sage-grouse listing to develop state-specific regulatory mechanisms to conserve the species and preclude the need for listing that could be considered as an alternative in the BLM and USFS management plan revision process. See Press Release, Salazar, Mead Reaffirm Commitment toward Development of Landscape Level Greater Sage-Grouse Conservation Strategy in the West (Dec. 9, 2011).

On March 30, 2012, Governor Sandoval issued Executive Order 2012-09, which established the Governor's Greater Sage-Grouse Advisory Committee (Advisory Committee) with a directive to provide this updated strategy and recommended approach for sage-grouse conservation in Nevada.

The recommendations in this document are intended to both guide state level action as well as serve as the basis for BLM to develop an alternative in the resource management planning process for Nevada that will ensure the conservation of sage-grouse and avoid the need to list the species.

1.1 Governor's Goal and Directive

Governor Brian Sandoval's Executive Order fortified Nevada's commitment to sage-grouse conservation, bringing stakeholders and experts together to recommend a course of action that would conserve and enhance sagebrush ecosystems and their values for all Nevadans and meet the purpose of the Endangered Species Act (ESA).

The Committee consisted of a chairman and nine appointed members representing agriculture, conservation and environmental organizations, energy development, local government, mining,

ranching, sportsmen, Tribal Nations, and the general public. Members of the committee are identified in Attachment A.

1.2 Approach

BEST AVAILABLE SCIENTIFIC INFORMATION

The Committee was informed on numerous aspects of sage-grouse management and threats during presentations made by experts and professionals in the fields of livestock grazing, predation, habitat, mitigation banking, invasive species, pinyon-juniper encroachment and other relevant topics. A list of technical experts who provided scientific information to the Committee is included in Attachment 'B'. Committee members also conferred with their respective constituencies for current information and projections of future land uses that may be in conflict with sage-grouse habitat.

THREAT ASSESSMENT

The Committee identified and updated the assessment of threats to greater sage-grouse in Nevada based on the analyses of the threats identified in the US Fish and Wildlife Service 2010 Finding, the 2004 State Plan, population and habitat data from the Nevada Department of Wildlife (NDOW), public comment, and input from Local Area Working Groups (LAWG), and augmented expertise of individual committee members. The Committee noted that threats do not occur uniformly throughout each Sage-Grouse Management Area and specific threats should be assessed and addressed within the context of local conditions.

The committee addressed the following threats from the USFWS 2010 Finding:

- Wildland Fire and Invasive Species
- Pinyon-Juniper Encroachment
- Predation
- Wild Horse and Burro Management
- Improper Livestock Grazing
- Mineral Development
- Recreation and Off-Highway Vehicle Use
- Renewable and Other Energy Production, Transmission, and Distribution

MAPPING

In April 2012, NDOW biologists completed a greater sage-grouse habitat map for Nevada based upon known lek locations, bird observations, telemetry data, survey and inventory reports, vegetation cover, satellite imagery data, and soil mapping. Five habitat categories included 1) Essential and Irreplaceable, 2) Important, 3) Moderate, 4) Low Value or Transitional, and 5) Unsuitable. For purposes of the ongoing updates to BLM Land Use Plans and USFS Land and Resource Management Plans, BLM and USFS adapted the NDOW map by combining NDOW map Categories 1 and 2 into 'Preliminary Priority Habitat' and using NDOW map Category 3 as "Preliminary General Habitat."

The Committee used the BLM and NDOW maps, and added a designation representing 85 percent of the core sage-grouse breeding habitat area based on statistical analyses procedures developed by Doherty, et al. (2010). The Committee proposed coarse Sage-grouse Management Areas based on the 85 percent breeding density and on June 24, 2012 these Preliminary Sage-grouse Management Area maps were submitted to LAWGs to verify and propose revisions to boundaries based on on-the-ground habitat and land use conditions.

The Committee's recommended Sage-grouse Management Area Map is discussed in Section 4.0. Mapping used in this report was based on currently compiled information. As new or more complete information becomes available, this information will be added to support this iterative planning process.

These maps are dynamic, represent a broad-scale evaluation of habitat, and should be updated on a regular basis.

PUBLIC PARTICIPATION

Each Committee meeting was held in compliance with the Nevada Open Meeting Law, including multiple opportunities for public comment. Public participation for those unable to attend meetings in Carson City was facilitated through simultaneous videoconference conducted in Winnemucca, Elko, and Ely, Nevada. Local Area Working Groups participated in developing maps of Sage-grouse Management Areas. Public comment was also received through the Committee website (<http://sagegrouse.nv.gov/>) and via email sent to Committee staff and sagegrouse@gov.nv.gov.

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2.0 DEFINITIONS

Area of Potential Development – Development areas where energy, mining and mineral development may need additional habitat focus and evaluation. Designations on this map should not be interpreted to imply that development will be limited only to these areas.

Disturbance – Actions that will either remove or render sage-grouse habitat unusable, or human activities and presence that will cause a negative response from birds.

Enhancement, Reclamation and Restoration – Actions intended to alter the vegetative features of a particular area to improve or reestablish sage-grouse habitat.

Reclamation actions return an area to a functional habitat as soon as possible after disturbance, and are generally related to industrial activity.

Restoration actions return an area to physical and functional habitat, often with a lapse between disturbance and replacement, usually after a natural event such as wildfire, or due to conifer encroachment, etc.

Sage-grouse Management Area (Figure 1) – General, broad-scale zones that have been delineated for management and conservation of greater sage-grouse. Delineation of the Sage-grouse Management Area does not imply any degree of regulatory control or impose land-use restrictions for land-use management decisions for these lands. Within Sage-grouse Management Areas there are four levels of importance to sage-grouse. These definitions recognize all current existing land uses and previously authorized activity.

- **Occupied Habitat** – Areas that are shown (preferably documented within the last five years) as being utilized by sage-grouse, and are essential for sage-grouse when considering the ecological components of soil, vegetation, and climate necessary to provide the biological needs of the birds at some time during their annual life cycle (breeding, nesting, brood-rearing, wintering).
- **Suitable Habitat** – Areas that have the ecological components of soil, vegetation, and climate necessary to provide the biological needs of the birds at some time during their annual life cycle (breeding, nesting, brood-rearing, wintering). This includes **Connectivity or Linkage Habitat** which are areas between sage-grouse habitat or populations that are necessary to allow birds to move to seasonal ranges, or to provide opportunity for genetic variability.
- **Potential Habitat** – Areas characterized by the appropriate ecological site description to provide additional sage-grouse habitat, sometimes through enhancement and restoration actions that can provide linkage to occupied sage-grouse seasonal habitat.
- **Non-Habitat** – Areas that are not occupied, suitable, or potential habitat that do not provide any seasonal habitat for sage-grouse.

It is recognized that sage-grouse and suitable habitat may exist outside of Sage-grouse Management Areas; management policies outlined in this Strategic Plan do not apply to those areas.

3.0 NEVADA CONSERVATION GOALS AND STRATEGIES

The Committee recommends a strategy for Nevada that builds upon past successful efforts, expands a multi-disciplinary approach to greater sage-grouse management under the Executive Branch to include all appropriate State Agencies, and encourages closer coordination with local working groups, BLM, USFS and USFWS, and industry and interest groups.

The Committee recommends the State of Nevada work to achieve conservation through a policy of “no net loss” for activities that can be controlled such as a planned disturbance or development. For natural disasters and acts of God such as wildland fire, the Committee recommends that the State of Nevada aggressively pursue presuppression, initial attack and restoration of affected areas but believes that the State, together with its citizens and industries, should be held harmless for such occurrences that are beyond their control.

The committee recommends that the overriding objective for all management actions in Sage-grouse Management Areas is to “avoid, minimize and mitigate” impacts to sage-grouse habitat.

This is a fundamental hierarchical decision process that seeks to:

Avoid – Where ever possible, eliminate conflicts by relocating disturbance activities in order to conserve sage-grouse and their habitat.

Minimize – Modify proposed actions and develop permit conditions to include measures that lessen adverse effects to sage-grouse and their habitat to the furthest extent practical such as reducing the activity footprint, seasonal avoidance, co-location of structures, etc.

Mitigate – Only after all appropriate and practicable avoidance and minimization measures have been taken, offset residual adverse effects in occupied and suitable sage-grouse habitat by implementing additional actions that will result in replacement of an asset (mainly habitat) that will be lost as a result of a development action.

Three general conservation policies provide the foundation and vision for a coordinated and cooperative management approach for conservation of greater sage-grouse in Nevada:

1. Conserve greater sage-grouse and their habitat in Nevada consistent with maintaining economic vitality of the State.
2. In areas of proposed disturbance, project proponents should first expend all means to avoid, then minimize and finally mitigate disturbance of occupied, suitable, or potential sage-grouse habitat.
3. Due to the broad reach of sage-grouse habitat, effective management and implementation of sage-grouse conservation actions must be conducted through a collaborative, interagency approach that engages local, private, non-governmental, state, Tribal and federal stakeholders to achieve sufficient conservation of the greater sage-grouse.

The mitigation strategy recognizes impacts and threats and creates the best possible outcome for sage grouse. This includes active efforts to use mitigation funding in areas where sage-grouse will derive the

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most benefit, even if those areas are not adjacent to or in the vicinity of impacted populations. Within Sage-grouse Management Areas, confirmation of actual conditions must be completed to understand if a proposed activity or disturbance will occur in occupied, suitable, or potential sage-grouse habitat.

Sage-grouse are known to be an “umbrella species” for many sagebrush habitat-obligate and associated species. Therefore, enhancement and restoration measures that bring resiliency and restore ecological functions to sagebrush-perennial grass habitats also serve to ensure quality habitat for sage thrasher, sage sparrow, Brewer’s sparrow, sagebrush vole, pygmy rabbit, pronghorn antelope, mule deer and many other species.

3.1 Management Strategy In Occupied Habitat

1. Manage to avoid surface disturbance and habitat alteration to the greatest extent possible. If avoidance is not possible, disturbances greater than or equal to five percent of 640 acres (32 acres) within occupied habitat will trigger habitat evaluations and consultation with the Sage-grouse Technical Team (see Section 4.2). This consultation will occur within the administrative framework of overseeing this Strategic Plan. New activities at any level of disturbance should minimize impacts to sage-grouse and their habitat.
2. Limit habitat treatments in winter ranges to actions that maintain or expand current levels of sagebrush available in winter.
3. Proactively monitor habitat and manage to ensure that it retains the attributes necessary to support viable bird populations.
4. Adequately fund aggressive documentation of habitat used by sage-grouse.

3.2 Management Strategy In Potential Habitat

1. Potential habitat should be used for habitat enhancement and restoration to expand or restore sage-grouse habitat that has been adversely impacted either by acts of nature (wildfire, PJ encroachment) or by human activities.
2. Limit habitat disturbance, including habitat improvement projects, in potential sage-grouse habitat to not more than twenty percent per year, per Sage-grouse Management Area, unless habitat treatments show credible positive results (Connelly, et al. 2000). This limit does not apply to removal of invasive or encroaching vegetation where such removal actually creates habitat.
3. Potential habitat should be prioritized for enhancement, restoration, and mitigation opportunities based on data-driven models that incorporate ecological site potential where the highest priority sites have the greatest potential for successful results.

3.3 Management Strategy In Non-Habitat

1. Use areas designated as non-habitat within Sage-grouse Management Areas to site activities that are not geographically restricted to specific resources and to avoid investing habitat enhancement, restoration, or mitigation funds in areas with little or no potential for effective results.

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2. No additional management provisions are proposed for non-habitat areas within Sage-grouse Management Areas.

3.4 Interim Strategy

1. Direct relevant State Agencies to adopt and implement the strategies and maps, and propose the policies as an interim policy for the BLM and USFS to adopt in place of their Interim Memorandum Guidance as well as an Alternative in their Land Use Plan updates and USFS Resource Management Plan updates
2. Allow ongoing projects or previously authorized activities to move forward without delay.
3. Allow mitigation activities to occur and be accounted for without delay.
4. Designate NDOW as the primary agency for making habitat determinations consistent with this Strategic Plan, in consultation with the BLM, USFS and USFWS.
5. Request federal land management agencies to work with NDOW and incorporate habitat determinations in land use decisions based on timely and complete reviews of existing information.
6. Adequately fund NDOW activities to ensure compliance with the policies established in this Strategic Plan.
7. Deliver a formal request to the BLM and USFS to coordinate their interim management policies in a manner consistent with the policies proposed in this Strategic Plan.
8. As soon as possible, take all steps necessary to establish a functioning Sage-grouse Advisory Council and Technical Team identified in Section 4.0 of this Strategic Plan.
9. Advocate for additional federal allocations for sage-grouse conservation and restoration activities.

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4.0 IMPLEMENTATION RESPONSIBILITIES

The potential impacts of the listing of the greater sage-grouse under the ESA are well-documented. A listing decision would have significant negative impacts on the State of Nevada. Further, much action is currently underway to conserve the species – a listing decision likely could force engaged parties to cease their actions, pursue expensive litigation and stop work to conserve the greater sage-grouse.

Unless listed under the ESA, management of the greater sage-grouse is the responsibility of the State of Nevada. The Committee believes that it is in the best interests of the State to propose a management strategy that the State can enact. The Committee believes that, if implemented, the recommendations in this report sufficiently conserve the species while enabling the custom, culture and economy of the State of Nevada to continue moving forward. Leadership of the State, from the highest level, has been cited as one of the major reasons for successful conservation strategy implementation and the Committee believes that it is the State's proper role to assume leadership of this important Nevada issue.

4.1 Sage-grouse Advisory Council

OBJECTIVE: *Establish a state process to coordinate development activities in Sage-grouse Management Areas. Assure that the Council has the appropriate legislative authority to oversee and implement this Strategic Plan.*

The Council should:

1. Have membership mirroring that of the Governor's Advisory Committee established by EO 2012-09 and provide a forum for participation from federal resource agencies including BLM, USFS, and USFWS.
2. Establish the Nevada Sage-grouse Mitigation Bank program.
3. Set and clarify policies and management criteria for occupied, suitable, and potential habitat areas and establish well defined decision thresholds for threat assessments and mitigation (regulatory process).
4. Facilitate the resolution of conflicts between industry, land owners, and resource agencies when there is disagreement regarding sage-grouse management.
5. Prepare a budget, secure and consolidate funding, and direct expenditures for sage-grouse conservation.
6. Pursuant to Attachment D "Inter-Tribal Council of Nevada, Inc. Resolution & Letter of Support," integrate Tribal participation in the statewide conservation effort, and acknowledge traditional Tribal ecological knowledge when available to update Sage-grouse Management Areas.
7. Establish policies for the identification and prioritization of landscape-scale enhancement, restoration, fuel reduction, and mitigation projects based upon ecological site potential, state and transition models, and other data that will contribute to decision making informed by science to increase resiliency.

8. Receive and approve an annual report from the Technical Team that includes compiled and summarized data on development, enhancement, restoration, and mitigation activities in occupied, suitable, and potential sage-grouse habitat. The Council should submit the annual report to the Governor and the Public.
9. Develop standards and protocols to propose to the BLM and USFS in order to facilitate expedited National Environmental Policy Act review for restoration activities in sage-grouse habitat.
10. Council activities should not add additional regulatory provisions or oversight for sage-grouse management beyond the scope of the recommendations provided in this Strategic Plan.
11. Encourage and facilitate land management education and training for all user groups of sage-grouse habitat.

4.2 Sage-grouse Technical Team

OBJECTIVE: *Implement a multi-disciplinary approach for administration of this Strategic Plan that incorporates scientific expertise from Federal and State agencies, and provides certainty to industry that there is a well-defined process for permitting activity in Sage-grouse Management Areas.*

Creation of the “Technical Team” will establish a place and a process for on-the -ground decision making using the ‘Tahoe Conservation Team’ as a successful example of inter-agency team management to achieve a specific resource objective. The Technical Team should:

1. Be staffed by personnel from the Nevada Department of Agriculture, the Nevada Department of Conservation and Natural Resources: Division of Forestry, Division of State Lands, Natural Heritage Program, the Nevada Department of Wildlife, and ideally, representatives from the Nevada Association of Counties, the BLM Nevada State Office, the Humboldt-Toiyabe National Forest Supervisor’s Office, the USFWS and Natural Resource Conservation Service (NRCS)
2. In accordance with Council policy, oversee, administer or operate the Nevada Sage-grouse Mitigation Bank program identified in this Strategic Plan.
3. Identify and prioritize landscape-scale enhancement, restoration, fuel reduction, and mitigation projects based upon ecological site potential, state and transition models, and other data that will contribute to decision making informed by science to increase resiliency following wildfire.
4. Foster and maintain collaborative processes with state and federal agencies to expedite permitting. Decision-making should be extended to the Technical Team such that permitting will be expedited rather than extended by an added layer of bureaucracy.
5. Provide consultation for project proponents who want to conduct activities in occupied or potential sage-grouse habitat to incorporate the avoid, minimize, and mitigate practices into project designs.

6. Assist the BLM and USFS as appropriate to evaluate the cumulative effects of individual small projects (less than five acres) to avoid exceeding a tolerable level of disturbance in occupied and suitable sage-grouse habitat and to determine if additional mitigation is required.
7. Acquire data to refine Sage-grouse Management Areas to identify occupied, suitable, potential, and non-habitat areas.
8. Solicit grants and private contributions for sage-grouse conservation projects. A partial list of potential funding opportunities in Nevada is included in Attachment C.
9. Establish a geographic database repository to maintain the inventory of development and mitigation projects, population data, and monitoring results. The Technical Team will compile and summarize data annually and submit an annual progress report to the Council.
10. Conduct periodic adaptive management evaluations to make management and policy recommendations to the Council.
11. Project applicants should have the opportunity to conduct robust ground-truthing for the presence or absence of habitat.

4.3 Local Area Working Groups

The LAWGs provide all stakeholders with an opportunity to work together in actively managing and restoring landscapes across boundaries. Even with collaboration there is a realization that to be successful there is a need for more investment from all sources to achieve sage-grouse conservation objectives. LAWG membership includes representation from private land owners, tribes, federal land management agencies, local governments, USFWS, USGS, NDOW, NGOs, USDA-ARS, UNR, USDA-NRCS, DOD, sportsmen, mining, energy, OHV users, agricultural and environmental interests.

The State of Nevada should:

1. Formalize, support, and adequately fund operation of LAWGs under existing State Conservation Districts.
2. Assure continued engagement of proven collaborative successes by charging LAWGs with responsibilities such as a) Developing and implementing site-specific plans to accomplish enhancement and restoration projects on federal lands that are identified by the Council as areas of high importance to sage-grouse; b) Updating Sage-grouse Management Area maps; c) Monitoring; d) Identifying potential habitat enhancement and restoration projects; and e) Other tasks where local, site-specific expertise can provide added-value.

5.0 SAGE-GROUSE MANAGEMENT AREA MAP RECOMMENDATIONS

On July 12, 2012 the Committee utilized a collaborative process that incorporated the LAWG recommendations and additional habitat recommendations provided by NDOW to locate and designate **Sage-grouse Management Areas** in Nevada (Figure 1). The Sage-grouse Management Area Map defines the overall area where resources will be managed to maintain and expand sage-grouse populations. This map was further refined by the Committee on July 25 to alleviate previously unresolved conflicts.

This first edition of the Sage-grouse Management Area Map is based on the best biological information and knowledge at this time, taking into account the 85 percent breeding bird density, NDOW's Preliminary Priority and General Habitat maps, and areas of known resource conflicts. The map represents a broad-scale evaluation of habitat. Individual projects will be evaluated at the local scale. Mapping is dynamic and refinement will be a regular and ongoing process. These mapping refinements will contribute to achieving the Nevada Conservation Goals and Strategies by providing guidance to industry to consider avoidance, minimization and mitigation during the project design phase.

The State of Nevada should:

1. Continue with further mapping refinements as new data becomes available and landscape changes occur.
2. Reconcile Sage-grouse Management Area boundaries across state lines with California, Idaho, Oregon, and Utah.
3. Use areas designated as non-habitat to site activities that are not geographically restricted to specific resources and to avoid investing habitat enhancement, restoration, or mitigation funds in areas with little or no potential for effective results.
4. Use existing sage-grouse telemetry data, ecological site descriptions, and state and transition models and adequate ground-truthing to further refine the Sage-grouse Management Area Map using a scientifically-defensible/robust method to map sage-grouse distribution, identify occupied, suitable, and potential seasonal habitat, and generally identify priority areas for conservation, enhancement and restoration at the landscape level to improve resiliency in sagebrush ecosystems. Engage the LAWGs to provide additional mapping information and verify maps as informed by the best available information and emerging science. Pursue opportunities to acquire additional knowledge from Native American Tribes to refine mapping of occupied, suitable, and potential sage-grouse habitat.
5. Recognize the previously authorized activities in Sage-grouse Management Areas. Specifically, projects with an approved BLM Notice, BLM or USFS Plan of Operation, Right of Way, Drilling Plan, or Nevada Division of Environmental Protection (NDEP) permit should be exempt from additional regulation.
6. Substitute the Sage-grouse Management Area Map (Figure 1) for the map previously submitted to the USFWS.

Known areas of potential development within Sage-grouse Management Areas were submitted to the Committee by industry and the general public, and compiled as shown in Figure 2.

6.0 THREAT ASSESSMENT AND RECOMMENDED ACTIONS

Habitat-based threats were identified to be the greatest priority statewide. Loss, degradation, and fragmentation of sagebrush ecosystems from wildfire and subsequent dominance by invasive species - primarily cheatgrass and pinyon-juniper encroachment into sagebrush ecological sites - were identified as the most serious threats to greater sage-grouse habitat in Nevada. In some areas, predation was identified as a direct threat to sage-grouse recruitment.

6.1 Fire and Invasive Species

Large and severe wildland fires in sagebrush ecosystems have occurred across the state resulting in the loss of needed sagebrush habit (Figure 3). This habitat degradation and loss from fire is facilitated and exacerbated by the presence of invasive species such as cheatgrass. These deteriorating landscape conditions place sage-grouse habitat as well as human lives and communities, other wildlife, water quality, and long-term soil productivity at great risk of further decline.

OBJECTIVES: *Actively manage Sage-grouse Management Areas across all jurisdictions with the goal of restoring the appropriate role of wildfire to establish resiliency, and actively engage in prevention, suppression and restoration of the effects of fire and invasive species.*

Support the development of a statewide comprehensive wildfire management program that engages all interagency partners, (federal, state & local), to reduce the threats of catastrophic wildfire, rapidly suppress wildfires when small, and rehabilitate wildfire damaged lands after a wildfire such as the Nevada Division of Forestry's proposed "Wildland Fire Protection Program."

The following actions are recommended for State and federal agencies to improve habitat resiliency following wildfire and maintain healthy sagebrush landscapes throughout Sage-grouse Management Areas:

1. Establish and implement a framework across all land jurisdictions for pre-suppression actions to minimize ignitions and alter fuel conditions in order to avoid - to the extent possible - large damaging conflagrations.
2. Develop and implement fire suppression plans and strategies across all land jurisdictions for occupied and suitable sage-grouse habitat areas.
3. Following fires, plan and implement sagebrush enhancement and restoration treatments consistent with sage-grouse management objectives in appropriate ecological sites.
4. Where appropriate, support market-based, flexible, proactive solutions that take advantage of economies of scale.

Pre-Suppression Objective: Occupied and suitable sage-grouse habitat should be managed to establish resilient ecosystems by implementing the following strategies and actions to protect, maintain and improve sagebrush steppe habitat.

Federal, State, and Local Fire Agency Actions

1. Strengthen and improve interagency wildfire prevention activities statewide through targeted wildfire prevention messages including education on habitat loss, updating interagency agreements, conducting wildfire prevention workshops, and demonstration projects.
2. Establish an entity that can collect and consolidate funding and develop common criteria and requirements for habitat protection and monitoring such as the Sage-grouse Advisory Council or Technical Team.
3. Complete landscape level habitat assessments in, and in proximity to, priority sage-grouse habitat areas to identify those habitat areas that are at the highest risk of wildland fire.
4. Construct targeted, well designed fuel breaks and “green strips” to break up fuel continuity, reduce fire size, and create safe areas for fire suppression activities. Use the best adapted plant materials to revegetate green strips with fire resistant species. Fund and schedule regular maintenance activities of green strips as needed. Avoid locating fuel breaks in occupied and suitable sage-grouse habitat unless no other options are available that will result in the same level of habitat protection.
5. Support a business environment that incentivizes beneficial uses of biomass and excess fuels (e.g. stewardship contracting, landscape level/long term projects, etc.).
6. Identify state and county highway/road and utility right of ways for fuel breaks, replacing invasive, fire prone species with fire resistant species and other fuels reduction treatments.
7. Identify and utilize all cross-boundary authorities available to improve project coordination and implementation on the ground. Support reauthorization and expansion of “Good Neighbor” authorities to include all states.
8. Utilize NDF Conservation Camp Crews for fuels reduction project implementation and as federal grant match.

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Federal Agency Actions

1. Review current processes and, if necessary, develop authorities and expedite the process to implement vegetative treatments for fuels reduction projects in strategic areas for protection of sagebrush habitat.
2. Review current processes and, if necessary, develop authorities and expedite the process to utilize a suite of active vegetative treatments (e.g. mechanical, targeted livestock grazing, prescribed fire, chemical, etc.) to reduce weed invasion and maintain resilient post-fire landscapes and control excessive fuel loading throughout the Sage-grouse Management Area and constructed fuel breaks.

Suppression Objective: *Manage wildland fires in the Sage-grouse Management Area to reduce the number of wildfires that escape initial attack and become greater than 300 acres.*

Federal, State, And Local Fire Agency Actions

1. Identify and develop suppression plans, including mapping of occupied and suitable sage-grouse habitat, to improve initial attack suppression actions.
2. Update Fire Management Plans, dispatch run cards, and relevant agreements to ensure “closest forces” concepts are being utilized at all times, particularly non-federal suppression resources (e.g. NDF helicopters, crews, and volunteer fire departments).
3. Establish and utilize Nevada Interagency Incident Management Teams for wildfires in occupied, suitable, and potential sage-grouse habitat areas.
4. Increase initial attack capability by training and equipping Nevada Volunteer Firefighters, agricultural, and industry work forces such as the Wildfire Support Group for assignment during periods of high fire activity. Trained volunteers who are remotely located should serve as first responders as necessary and appropriate.
5. Integrate suppression resource locations with occupied, suitable, and potential habitat areas and pre-position resources as conditions dictate.
6. Develop a “suitcase” interagency suppression task force for pre-positioning during high wildfire hazard periods.
7. Within occupied, suitable, and potential habitat areas, eliminate the tactic of “burning out” unless there are direct life safety threats.

Federal Agency Actions

1. Utilize the interagency Fire Planning Assessment (FPA) system¹ to optimize utilization of fire suppression resources (e.g. engines, aircraft, water tenders, hand crews, etc.).

¹ Fire Program Analysis (FPA) enables local and national planners to evaluate the effectiveness of alternative fire management strategies for the purpose of meeting fire and land management goals and objectives.. www.fpa.nifc.gov

Federal, State, And Emergency Management Agency Actions

1. Designate occupied, suitable, and potential habitat as a “high priority value” for suppression resource allocation in the Geographical Area Coordination Centers and within the FEMA-Fire Management Assistance Grant criteria.

Federal And State Agency Actions

1. Develop a specific and concise package of information on sage-grouse habitat for incoming Incident Management Teams (IMTs) to ensure an understanding of Nevada conservation priorities that will be included in all ‘Delegations of Authority’ and ‘Fire Management Plans.’
2. Assign a local, trained resource advisor with sage-grouse expertise on all fire suppression responses in occupied and suitable sage-grouse habitat areas.

Restoration Objective: Carefully review and evaluate all burned areas within Sage-grouse management areas in a timely manner to ascertain the reclamation potential for reestablishing sage-grouse habitat, enhancing ecosystem resiliency, and controlling invasive weed species.

Federal And State Agency Actions

1. Complete burn severity assessments and identify ecological site potential in, and in proximity to, occupied, suitable, and potential sage-grouse habitat areas to identify the areas with the highest potential for restoration of habitat functions following fires. Focus rehabilitation efforts on areas of highest potential success based ecological site conditions (soils, precipitation zone, and geography). Utilize revegetation seed mixtures that include native and adapted plant seed that will quickly stabilize soils, help to provide long term hazardous fuels reduction, and increase ecosystem resiliency in appropriate locations.
2. Expand and improve the NDF Seedbank & Plant Material program in conjunction with federal partners. Utilize NDF Conservation Camp Crews for native seed collection and rehabilitation activities.
3. Develop plans and acquire the necessary resources (e.g. seed collection, seeding equipment pools, trained staff, etc.) for post fire rehabilitation activities and warehouse viable seed stockpiles.

Stakeholder Actions

1. Identify funding opportunities from federal, state, local, industry and land users dedicated to implementing prioritized habitat enhancement, restoration, and conservation activities.
2. Continue to focus research and monitoring efforts through demonstration projects on improving rehabilitation and revegetation successes in harsh environments.

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6.2 Pinyon-Juniper Encroachment

Pinyon-juniper encroachment is ranked as the second-highest concern in the state, and has the highest degree of reliability for habitat enhancement and restoration results in the appropriate sites identified by ecological site potential. Loss and fragmentation of sage-grouse habitat in Nevada is exacerbated by expansion of pinyon pine and juniper into sagebrush habitat types (Figure 4). Encroachment from historical times occurs in large part due to fire suppression.

Phases of woodland encroachment have been described as follows: Phase I, trees are present but shrubs and herbs are the dominant vegetation that influence ecological processes on the site; Phase II, trees are co-dominant with shrubs and herbs and all three vegetation layers influence ecological processes on the site; and Phase III, trees are the dominant vegetation and the primary plant layer influencing ecological processes on the site (Tausch, et al. 2009). Recent research in Nevada shows that sage-grouse actively avoid pinyon and juniper when patch sizes are greater than 200 meters wide (Coates 2012 Personal Communication). Shrub cover in Phase I and Phase II sites are generally thought to be recoverable with treatments to remove invasive trees. Phase III sites cannot be recovered by removal of trees alone and require extensive restoration treatment to reestablish sagebrush cover important for sage-grouse habitat.

Research has found that in Nevada, 50,000 to 60,000 acres of pinyon and juniper move into a state of non-recovery (Phase III) each year. The urgency of reversing this trend cannot be overstated (Tausch Personal Communication 2012). Large areas of pinyon-juniper-encroached sagebrush habitat and over stocked pinyon-juniper woodlands are in need of restoration. Overstocked stands are further stressed by vast areas of insect- and disease-caused tree mortality and are now experiencing uncharacteristically large and severe wildland fires.

OBJECTIVE: *Initiate landscape level treatments in potential sage-grouse habitat areas to reverse the effects of pinyon and juniper encroachment and restore healthy, resilient sagebrush ecosystems.*

Federal, State, and Local Area Working Group Actions

1. Inventory and prioritize areas for treatment of Phase I and Phase II encroachment in occupied, suitable, and potential sage-grouse habitat areas to restore habitat resiliency, reduce avian predator perches, and increase forb and grass cover.
2. Prioritize areas for treatment of Phase III pinyon-juniper encroachment in strategic areas to break up continuous, hazardous fuel beds. Treat areas that have the greatest opportunity for recovery to suitable sage-grouse habitat based on ecological site potential. Old growth trees should be protected on woodland sites.

Federal and State Agency Actions

1. Aggressively implement plans to remove Phase I and Phase II encroachment and treat Phase III encroachment to reduce the threat of severe conflagration and restore occupied and suitable sage-grouse habitat where possible.

2. Allow temporary road access to Phase I, Phase II, and Phase III treatment areas. Construct temporary access roads where access is needed with minimum design standards to avoid and minimize impacts. Remove and restore temporary roads upon completion of treatment.
3. Allocate sufficient resources to fully address habitat loss and degradation in the next ten years.
4. Share project funding between all appropriate agencies and jurisdictions by designing and completing NEPA for large-scale, watershed-based treatments over a period of years, rather than ad hoc projects.
5. Incentivize and assist in the development of bio-fuels and other commercial uses of pinyon and juniper resources.
6. Increase the incentives for private industry investment in biomass removal, land restoration, and renewable energy development by authorizing stewardship contracts for up to 20 years.
7. Establish a target goal for number of acres to be treated annually. Monitor and report progress to the Council.

6.3 Predation

While predator control may not be a long-term solution to declines in populations of sage-grouse, it has been shown to be an effective tool during the breeding season to gain increased survival through the nesting and early brood life cycle stages (Coates 2012). The common raven was identified as the most frequent predator during nesting in sage-grouse predator studies conducted by USGS in the Great Basin (Coates personal communication). Raven populations have increased 600 percent in the Great Basin over the last 20 years based upon USGS breeding bird survey results. Subsidized food sources such as land fills and road kill, elevated nest platforms provided by transmission lines, and landscape alterations can increase predator populations. Predation is often tied to habitat quality, particularly in areas where an interface exists between wildfire and remaining habitat.

OBJECTIVE: *Implement a predator control program to reduce transient raven populations for nest protection and increased chick survival throughout the interim period while habitat enhancement and restoration projects become established.*

Federal and State Agency Actions

1. Maintain a mosaic of shrub cover conditions ranging from 20 percent to 40 percent in nesting habitat to provide both habitat resiliency and preferred nesting conditions for sage-grouse in areas with high raven populations.
2. Initiate predator control programs based on biological assessments appropriate to local conditions. Conduct predator control to coincide with the life stage impacted by predation.
3. Eliminate external food sources for ravens, particularly land fills, waste transfer facilities, and road kill that subsidize raven populations. Enforce existing State laws that require daily covering of landfills.

4. Address and eliminate conflicting regulations between the Migratory Bird Treaty Act and the Endangered Species Act. Pursue additional take permits in excess of the current 2,000 bird limit from the USFWS for raven control.
5. Identify and apply appropriate habitat management practices (e.g. livestock management, vegetation treatments, control of artificial nest and roost sites) that decrease the effectiveness of predators. Monitor effects of predator control to determine causal relations with sage-grouse survivability and adapt control strategies accordingly.
6. When downward population trends and nesting success are detected in occupied sage-grouse habitat areas initiate predator surveys and identify responsible predator species to target and implement an effective predator control effort.

6.4 Wild Horse and Burro Management

Grazing by wild horses and burros and expansive herd populations can impact vegetation cover of herbaceous and shrub species, damage riparian habitat and stringer meadows, and adversely affect sage-grouse habitat if not managed within appropriate management levels (AML). Current regulatory mechanisms to manage horse herds at appropriate management levels in herd management areas are difficult to enforce due to prolonged litigation and limiting program capacity for successful placement and adoption of excess horses.

OBJECTIVE: *Manage wild horses at appropriate management levels (AML) to avoid and minimize impacts to Sage-grouse Management Areas.*

Federal Agency Actions

1. Maintain wild horses at appropriate management levels in designated herd management areas (HMA) throughout Sage-grouse Management Areas.
2. Evaluate conflicts with HMA designations in occupied, suitable, and potential sage-grouse habitat areas and modify Land Use Plans and Resource Management Plans to avoid negative impacts to sage-grouse. If necessary, resolve conflicts between the Wild and Free Roaming Horse and Burro Act and the Endangered Species Act.

6.5 Improper Livestock Grazing

Livestock grazing is the most wide-spread use on public lands and is managed under federal agency permits, which provide schedules, numbers, areas, and adjustment clauses for drought, fire, etc. Livestock permits are monitored for permit compliance and periodically reviewed and modified as needed.

Improperly managed livestock grazing is problematic to sage-grouse and can remove desired vegetation and change plant communities from desired ecological states to undesirable states where invasive and other undesirable plant species predominate. Where those relationships can be documented, corrective measures are best addressed through existing Standards and Guidelines identified by local Resource Advisory Committees (RAC), Local Area Working Groups, and Permit Terms and Conditions.

The NRCS Sage-grouse Initiative (SGI) includes Conservation Practice Standards to alleviate threats to sage-grouse while improving the sustainability of working ranches (USFWS 2010). The Committee recognizes that proper grazing practices as described in the NRCS SGI Prescribed Grazing Practice 528 (Attachment E) may be applied to improve or maintain desired species composition and vigor of plant communities, improve or maintain quantity and quality of food and cover available for wildlife, and manage fine fuel loads to achieve desired conditions.

OBJECTIVES:

Ensure that existing grazing permits maintain or enhance sage-grouse habitat in Sage-grouse Management Areas.

Utilize livestock grazing as a management tool to improve sage-grouse habitat quantity, quality, or to reduce wildfire threats.

Based on a comprehensive understanding of seasonal sage-grouse habitat requirements and in conjunction with flexibility of livestock operators, encourage land management agencies to cooperatively make timely, seasonal range management decisions to respond to vegetation management objectives, including fuels reduction.

Federal Land Management Agencies and Allotment Permittee Actions

1. Implement appropriate prescribed grazing conservation actions at scales sufficient to influence a positive population response in occupied and suitable sage-grouse habitat areas such as NRCS Conservation Practice Standard 528 for prescribed grazing.
2. Allow flexibility in management that will utilize targeted grazing management to reduce the fuel load and fire risk to enhance and protect seasonal habitats for sage-grouse.
3. Address incompatible grazing strategies when compelling and credible cause-and-effect relations have been identified cooperatively by the land management agency and the allotment permittee through rangeland management monitoring techniques appropriate in the Great Basin and consistent with sage-grouse habitat objectives.
4. To the extent possible, design water developments (springs/well overflow areas, etc.) to include water and mesic habitats for sage-grouse in Sage-grouse Management Areas.
5. Assess fences for high potential for bird strikes near lek areas and mark appropriately.

6.6 Mineral Development

Development of mineral resources in Nevada is a vital component of the State economy, and most mineral development can be managed temporally or spatially to minimize impacts to sage-grouse. The nature of mineral exploration is such that new understanding of geologic terrains, geology, geophysics, geochemistry, orogenesis, and other aspects of mineral exploration will result in areas not currently identified with exploration activity and/ or mineral potential becoming exploration targets and potentially mineral developments (i.e. mines).



The mining industry has worked successfully with NDOW to plan projects that incorporate wildlife objectives. A three-year advanced planning window, often used at this time, allows the opportunity to incorporate avoid, minimize, and mitigate concepts in project design and to identify appropriate mitigation.

OBJECTIVE: *Foster a strong conservation ethic in the mining industry through implementation of effective avoidance management, and enhancement and reclamation of disturbed lands to preserve, protect, and improve habitat in occupied, suitable, and potential habitat areas.*

Federal and State Actions

1. Implement a centralized impact assessment process overseen by the Council that provides consistent evaluation, reconciliation, and guidance for project development that avoids or minimizes conflicts with sage-grouse in occupied, suitable, and potential sage-grouse habitat.
2. Consistent with BLM 43 CFR 3809 regulations for Notice-level operations and USFS 36 CFR 228A regulations governing mining and exploration, allow exploration and other mineral-related activities that create not more than five acres of surface disturbance and that are subjected to BLM and USFS existing discretionary authority to consider other information including cumulative impacts.
3. Follow a strategy that seeks to avoid conflict with sage-grouse by locating facilities and activities in non-habitat wherever possible.
4. Recognize existing state and federal regulatory mechanisms that govern mining and exploration activities, including BLM 43 CFR 3809 surface management regulations for hard rock mining, USFS 36 CFR 228A regulations governing mining and exploration, and NAC 519A regulations for reclamation of mining and exploration projects, that are adequate to conserve sage-grouse and sagebrush habitats in the interim until future suitable conservation plans are approved by the Council.
5. Aggressively engage in reclamation efforts as projects are completed, and target reclamation where the ecological site potential exists in occupied, suitable, and potential sage-grouse habitat. Focus efforts on habitat that has the greatest potential for use by sage-grouse as guided by ecological site descriptions and other restoration priorities established by the Council.
6. Recognize that stipulations for other species (e.g. raptors) may impede the ability to effectively reclaim areas of impact and remove those barriers in order to achieve immediate and effective reclamation.
7. Prioritize areas for habitat improvement utilizing sound resource information including soil surveys, ecological site descriptions, and sage-grouse population data.
8. Design exploration projects for mineral access and the betterment of habitat. Ensure roads and other ancillary features that impact sage-grouse habitat are designed to avoid where feasible and otherwise minimize and mitigate impacts in the short and long term.

9. Differentiate between short- (exploration) and long-term (active mining) impacts and manage timing of operations and physical disturbance accordingly.

6.7 Renewable and Other Energy Production, Transmission and Distribution

The development, transmission, and distribution of renewable and other energy sources is a high priority for the State of Nevada. Energy development can be managed spatially or temporally to minimize impacts to sage-grouse.

To meet both renewable energy goals and sage-grouse conservation measures close coordination is required with various groups within the West. Transmission corridors within Nevada, such as pipelines, roads, and overhead electrical transmission/distribution lines, are generally well defined at the present time (Figure 5). There are a series of transmission corridors currently being studied to consider the longer term transmission needs required to meet the nation's renewable energy demands.

OBJECTIVE: *In occupied and suitable sage-grouse habitat areas, limit conflict through avoidance and minimization of impacts, adaptive management, and appropriate mitigation.*

1. Follow a strategy that seeks to avoid conflict with sage-grouse by locating facilities and activities in non-habitat wherever possible.
2. Site new linear features in existing corridors or, at a minimum, co-locating with existing linear features in occupied, suitable, and potential sage-grouse habitat areas.
3. Aggressively engage in reclamation/weed control efforts during pre- and post-project construction.
4. Apply measures to deter raptor perching and raven nesting on elevated structures.

6.8 Recreation & Off-Highway Vehicle Use

OBJECTIVE: *In occupied, suitable, and potential sage-grouse habitat, avoid, minimize and mitigate recreation and OHV impacts to sage-grouse habitat.*

Numerous benefits to sage-grouse conservation may be derived from the implementation of Nevada Senate Bill 394. The Act provides a mechanism and a funding source to educate users on how to responsibly use off-highway vehicles while minimizing adverse effects on public land resources including important or restricted-access to sage-grouse habitats. The Act further provides a funding source to allow the State to join with its federal partners to better plan, develop, and manage a coordinated and designated system of off-road vehicle trails in Nevada. The off-highway vehicle registration system allows state law enforcement personnel to access vehicle registration information and identify vehicle titleholders in instances where state or federal laws pertaining to off-road access or use are violated.

1. Study the impact caused by recreational and OHV use in sage-grouse habitat.
2. Work collaboratively through LAWGs, state, and federal agencies to designate OHV areas outside of Sage-grouse Management Areas.

7.0 DE MINIMIS ACTIVITIES

Existing land uses and landowner activities in greater sage-grouse occupied, suitable, and potential habitat that do not require state agency review for consistency with this Strategic Plan include the following:

1. Existing animal husbandry practices including branding, docking, herding, trailing, etc.
2. Existing farming practices excluding conversion of sagebrush/grassland to agricultural lands.
3. Existing grazing operations that utilize recognized rangeland management practices included in allotment management plans, NRCS grazing plans, prescribed grazing plans, etc.
4. Construction of agricultural reservoirs and aquatic habitat improvements of less than ten surface acres and drilling of agriculture and residential water wells including installation of tanks, water windmills and solar water pumps more than 0.6 miles from the perimeter of the lek. Within 0.6 miles from leks, no review is required if construction does not occur from March 15 to June 30 and construction does not occur on the lek. All water tanks shall have escape ramps.
5. Agricultural and residential electrical distribution lines and substations more than 0.6 miles from leks. Within 0.6 miles from leks no review is required if construction does not occur from March 15 to June 30 and construction does not occur on the lek. Raptor perching deterrents should be installed on all poles within 0.6 miles from leks.
6. Agricultural water pipelines if construction activities are more than 0.6 miles from leks. Within 0.6 miles from leks no review is required if construction does not occur March 15 to June 30 and construction is reclaimed.
7. New fencing greater than 1.25 miles from leks and maintenance of existing fencing. For new fencing within 1.25 miles of leks, fences with documented high potential for strikes should be marked.
8. Irrigation (excluding the conversion of sagebrush-grassland to new irrigated lands).
9. Spring development if the spring is protected with fencing and enough water remains at the site to provide mesic (wet) vegetation.
10. Herbicide use within existing road, pipeline and power line rights-of-way. Herbicides application using spot treatment. Grasshopper/Mormon cricket control following Reduced Agent-Area Treatments (RAATs) protocol.
11. State and county road maintenance.
12. Cultural resource pedestrian surveys.
13. Emergency response.

8.0 MITIGATION

A determination of the amount and appropriate type of mitigation should be done through a consistent, timely and well-defined process, through honest communication during the impact assessment process prior to project initiation. Mitigation should be coordinated and tracked throughout and across occupied, suitable, and potential habitat areas to ensure efforts are as effective as possible and to provide feedback to the adaptive management process.

OBJECTIVE: *In determining appropriate and practicable measures to offset unavoidable impact, such measures should be appropriate to the scope and degree of those impacts and practicable in terms of cost, existing technology, and logistics in light of overall project purposes. The determination of what level of mitigation constitutes "appropriate" mitigation is based solely on the values and functions of the habitat that will be impacted, as practicable.*

1. Establish a centralized mechanism to coordinate mitigation and pre-impact mitigation across all jurisdictions and land ownerships through a mitigation program or bank that will validate, track, and monitor the success of those efforts on sage-grouse populations. By establishing this central mitigation bank, the State of Nevada will have a robust system that provides for consistent evaluation, oversight, monitoring and reporting of progress.
2. In determining compensatory mitigation, the functional values lost by the resource to be impacted must be considered. In determining the nature and extent of habitat development of this type, careful consideration should be given to its likelihood of success.
3. Mitigation should generally involve creation of habitat, restoration of habitat, long-term preservation of existing habitat, or enhancement of habitat to compensate for the unavoidable, residual adverse impacts of habitat disturbance.
4. To ensure that mitigation efforts to create, restore or enhance habitat are not intentionally disturbed in the future, long-term conservation easements or a record of restrictive covenant should be established over the property. If public lands are used for mitigation purposes, adequate long-term maintenance or replacement of mitigation objectives must be considered while recognizing existing uses.
5. Recognize and value mitigation measures that address threats, such as funding for wildfire equipment and training, predator control, radio telemetry and GPS monitoring, etc. when on-site mitigation has marginal chance for success.
6. Mitigation may not be used as a method to avoid habitat impacts.
7. Consideration and credit for compensatory mitigation should include habitat based efforts (i.e. sagebrush habitat enhancement and restoration) along with other options such as fuels reduction, green stripping, fire suppression support and long-term habitat conservation agreements. Project proponents may receive credit for compensatory mitigation activities regardless of land ownership (i.e. federal, state or private lands).

9.0 MONITORING AND ADAPTIVE MANAGEMENT

Adaptive management as it relates to sage-grouse and their habitat is a structured, iterative process of robust decision making in the face of uncertainty, with an aim to reduce uncertainty over time through continued monitoring. Because adaptive management is based on a learning system, it improves long term management outcomes. The challenge in using the adaptive management approach lies in finding the correct balance between gaining knowledge to improve management in the future and achieving the best short-term outcome based on current knowledge (Allan and Stankey 2009).

1. Monitoring of mitigation sites must be included in all plans with detailed protocols to assess specific metrics and determine trends for habitat quantity and quality and sage-grouse populations.
2. Develop consistent monitoring protocols and methods to be used across all land jurisdictions and agencies. Compile all monitoring data into one sage-grouse database managed by the Technical Team.
3. Submit all monitoring data to the centralized geographic database and compile annual reports of habitat trends.



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ATTACHMENT A

Governor Sandoval's Sage-grouse Advisory Committee Membership

Mayor Bob Crowell Carson City, Nevada	Chairman
Bevin Lister Pioche, Nevada	Agriculture Representative
Tina Nappe Reno, Nevada	Conservation/Environmental Representative
Jeff Ceccarelli Reno, Nevada	Energy Representative
Kent McAdoo Elko, Nevada	General Public Representative
Carl Erquiaga Fallon, Nevada	Local Government Representative
Allen Biaggi Minden, Nevada	Mining Representative
JJ Goicoechea Eureka, Nevada	Ranching Representative
Jack Robb Reno, Nevada	Sportsmen Representative
Beverly Harry Nixon, Nevada	Tribal Nations Representative

Technical assistance provided by:

John McLain, Sheila Anderson, and Don Henderson, Resource Concepts, Inc.

Committee Staff:

Cory Hunt, Policy Analyst, Office of the Governor



Executive Order 2012-09

Establishing a Greater Sage-grouse Advisory Committee

WHEREAS, the Greater Sage-grouse (*Centrocercus urophasianus*) is an iconic species that inhabits much of the sagebrush-steppe habitat in Nevada;

WHEREAS, the United States Fish and Wildlife Service ("USFWS") has determined that the Greater Sage-grouse species is warranted for listing as a threatened or endangered species under the Endangered Species Act (ESA), but is precluded by other higher priority species;

WHEREAS, the United States District Court for the District of Idaho ruled on February 2, 2012 that the USFWS must re-evaluate the status of the Greater Sage-grouse by September 30, 2015;

WHEREAS, the United States Secretary of the Interior has invited the eleven western states, including Nevada, impacted by the potential listing of the Greater Sage-grouse to develop state-specific regulatory mechanisms to conserve the species and preclude the need to list under the ESA;

WHEREAS, the development of a state-specific strategy in Nevada will be critical in demonstrating to the USFWS that the species does not warrant federal protection under the ESA;

WHEREAS, the Bureau of Land Management ("BLM") is currently implementing national instruction Memoranda to guide interim management of public lands and to develop sage-grouse conservation measures for incorporation into the agency's existing Resource Management Plans (RMPs) by September 2014;

WHEREAS, the development of a state-specific strategy will enable the BLM to incorporate the State's plan as an alternative in its environmental analysis pursuant to the National Environmental Policy Act (NEPA);

WHEREAS, the State of Nevada has management authority over Greater Sage-grouse populations in Nevada;

WHEREAS, the State of Nevada under the leadership of Governor Kenny Guinn's Sage-grouse Conservation Team developed the First Edition of the Greater Sage-grouse Conservation Plan for Nevada and Eastern California in 2004;

WHEREAS, it is in the interest of this State to bring stakeholders and experts together to recommend a course of action that will provide for conservation measures sufficient to preclude the need to list the Greater Sage-grouse;

WHEREAS, the listing of the Greater Sage-grouse would have a significant adverse affect on the custom, culture, and economy of the State of Nevada; and

WHEREAS, Article 5, Section 1 of the Nevada Constitution provides that, "The Supreme Executive Power of this State shall be vested in a Chief Magistrate who shall be Governor of the State of Nevada."

NOW, THEREFORE, by the authority vested in me as Governor by the Constitution and laws of the State of Nevada, I hereby direct and order as follows:

1. The Governor's Greater Sage-grouse Advisory Committee ("Committee") is hereby created. The Committee shall be appointed by and serve at the pleasure of the Governor until July 31, 2012.
 - a. The Committee shall be comprised of nine (9) members, representing the various geographic areas, non-governmental organizations and industries of the State within the range of the species.
 - b. The Office of the Governor will assist in staffing this Committee. My office may rely on the services of other Governors or any member of my Cabinet in staffing this Committee.
2. The Committee members shall be appointed from the following categories:
 - a. Agriculture
 - b. Conservation and Environmental
 - c. Energy
 - d. General Public
 - e. Local Government
 - f. Mining
 - g. Sportsmen
 - h. Ranching
 - i. Tribal Nations
3. The Committee shall provide the Governor recommendations on policies and actions, using the 2004 Nevada Sage-grouse Conservation Plan, BLM Interim Memorandum Guidance, National Technical Team Report and other existing strategies and on-going activities as a basis for developing a state-wide strategy to preclude the need to list the species. The recommendations must be based on the following objectives and/or criteria:
 - a. Conserve the species and its habitat while maintaining predictable and multiple uses of private, state and public lands;
 - b. Tailor the management recommendations to the importance of the habitat and is attuned to the interests of the State;
 - c. Address the following primary threats to the species as identified by the USFWS:
 - i. Habitat fragmentation due to wildfire and invasive species;
 - ii. Conversion and encroachment of habitat caused by development;
 - iii. Lack of appropriate regulatory framework.
 - d. Address the secondary threats to the species as identified by the USFWS, as appropriate;
 - e. Identify opportunities for pro-active sage-grouse habitat enhancement projects; and
 - f. Recognize, encourage and incentivize land use practices that are actively maintaining or improving sage-grouse habitat as evidenced by improvements in habitat quality and quantity, and monitoring which indicates stable/increasing populations of the species.
 - g. Identify a long-term adaptive management structure that engages local working groups and ensures the effective implementation of these recommendations.
4. The duties of the Committee are solely advisory.
5. The Committee will provide its recommendations to the Governor no later than July 31, 2012.

6. The Committee may request consultation, information and technical expertise from Directors or their designees of state agencies regarding the biological needs of the species, activities in state, federal and private lands potentially impacted by the status of the species, and requirements of the ESA and other relevant statutory requirements, including but not limited to the members of the Nevada Legislature, the Nevada Department of Wildlife, the Nevada Department of Conservation and Natural Resources, the Nevada Department of Agriculture, the Nevada Governor's Office of Energy, and the Nevada Indian Commission.
7. The Committee may request comments, information and technical expertise from the universities of the State, federal agencies, including but not limited to the USFWS, the BLM, the U.S. Forest Service and the Natural Resources Conservation Services, and members of the public including members of existing local sage-grouse working groups
8. The Director of the Nevada Department of Wildlife shall retain an independent contractor to provide technical assistance for the task force from such funds as are available in the Wildlife Trust Fund provided in NRS 501.3585.
9. The Nevada Sage-grouse Conservation Team established in 2000 by Governor Guinn shall hereby cease to exist.
10. Local sage-grouse working groups are encouraged to continue in their efforts to conserve the Greater Sage-grouse in the State of Nevada and are advised to participate in the development of the recommendations here ordered, in consultation with the Nevada Greater Sage-grouse Advisory Committee.
11. The Committee may establish procedural bylaws to aid it in the performance of its duties.
12. The Committee may establish subcommittees comprised of members of the Committee to aid it in the performance of its duties.
13. All records documenting the Committee's activities shall be retained and transferred to the State Archives for permanent retention in accordance with the State record retention policy.
14. The Committee shall cease to exist on July 31, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Nevada to be affixed at the State Capitol in Carson City, this 30th day of March, in the year two thousand twelve.



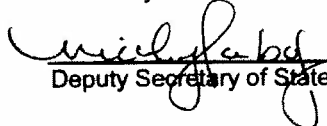


 Governor of the State of Nevada

By the Governor:



 Secretary of State



 Deputy Secretary of State

ATTACHMENT B

Technical Presentations to the Advisory Committee

Date	Name and Title	Presentation Title
15 May 2012	Bob Budd, Executive Director Wyoming Wildlife and Natural Resource Trust	<i>Litigation and the Endangered Species Act</i> <i>The Wyoming Plan</i>
15 May 2012	Amy Lueders, Nevada State Director Bureau of Land Management	<i>BLM Land Use Plans Update</i> <i>Interim Memorandum</i>
15 May 2012	Ken Mayer, Director Nevada Department of Wildlife	<i>Bi-State Distinct Population Segment Action Plan</i> <i>Agency Roles and Responsibilities</i> <i>Western Association of Fish and Wildlife Agencies (WAFWA) and National Technical Team Reports</i>
15 June 2012	Shawn Espinosa, Upland Game Staff Specialist Nevada Department of Wildlife	<i>2004 Conservation Plan</i> <i>Local Area Working Groups</i>
15 June 2012	Leo Drozdoff, PE, Director Nevada Department of Conservation and Natural Resources	<i>Governors' Task Force</i>
11 June 2012	Quinton Barr, Range Consultant Western Range Service	<i>Sage-grouse and the Endangered Species Act</i>
11 June 2012	Ted Koch, State Supervisor U.S. Fish and Wildlife Service	<i>Sage-grouse and the Endangered Species Act</i>
18 June 2012	Jeremy Sokulsky, PE, MBA, President Environmental Incentives, LLC	<i>Mitigation Banking: Overview</i>
18 June 2012	Ted Koch, State Supervisor U.S. Fish and Wildlife Service	<i>Predation</i>
18 June 2012	Pete Anderson, State Forester Nevada Division of Forestry	<i>Wildland Fire</i>
18 June 2012	Mike Pellant, Coordinator and Rangeland Ecologist BLM Great Basin Restoration Initiative	<i>Invasive Species</i>

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Strategic Plan For Conservation of Greater Sage-Grouse In Nevada

Date	Name and Title	Presentation Title
18 June 2012	Dr. Robin Tausch, Supervisory Range Scientist and Plant Ecologist USDA Forest Service Research Station	<i>Pinyon Juniper Woodland</i>
18 June 2012	Dr. James Young, Senior Range Scientist (Ret.) USDA Agricultural Research Service	<i>Constraints of Restoration: Habitat Quantity and Quality</i>
19 June, 2012	Dr. J. Wayne Burkhardt, Range Scientist and Professor Emeritus (Ret.) University of Nevada Reno	<i>Grazing in Sage-grouse Habitat</i>
19 June 2012	Dr. Peter Coates, Research Biologist U.S. Geological Survey	<i>Predation</i>
2 July 2012	David Spicer, President STORM-OV, Inc.	<i>Success Story: Amargosa Toad Precluded from ESA Listing</i>
12 July 2012	Dr. Peter Coates, Wildlife Biologist USGS Western Ecological Research Center	<i>Habitat Recommendations</i>
12 July 2012	Ted Toombs, Regional Director Center for Conservation Incentives Environmental Defense Fund	<i>Habitat Mitigation Crediting: Market, Metrics, and Regulatory Assurances</i>
12 July 2012	Michael Cameron The Nature Conservancy	<i>Monitoring</i>
13 July 2012	Jim Lawrence, Administrator Nevada Division of State Lands	<i>Conservation Banking in Nevada: Tahoe Land Coverage Bank</i>
25 July 2012	Eric Noack, Waste Management Bureau Chief Nevada Division of Environmental Protection	<i>Nevada Landfill Regulations</i>

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ATTACHMENT C

Partial List of Potential Funding Opportunities

Source	Comment
Q-1	
SNPLMA	
NDOW Partners in Conservation Gift Account	
Nevada Sportsmen Fund (Pittman-Robertson)	
BLM / USFS End-of-year Funds	
WAFWA North America Ecosystem Conservation Act	
Ruby Pipeline Mitigation Funds	
Falcon-Gondor Transmission Line	
Nevada Legislature	
Donations	
Conservation License Plates	
NRCS	
DOD	
BLM 8100 Funds	
Industry	
U.S. Fish & Wildlife Service	\$40,000 dedicated 7/31/12
Nevada Department of Agriculture	
ON-line "One Nevada" Transmission Line	

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ATTACHMENT D

Inter-Tribal Council of Nevada, Inc. Resolution

90



INTER-TRIBAL COUNCIL OF NEVADA, INC.

880 GREENBRAE DR., SUITE 265 • SPARKS, NV 89431
P.O. BOX 7440 • RENO, NV 89510
PHONE (775) 355-0600 • FAX (775) 355-0648

RESOLUTION NO. 12-ITCN-06

RESOLUTION OF INTER-TRIBAL COUNCIL OF NEVADA, INC.

SAGE GROUSE MANAGEMENT AREA ON TRIBAL LANDS

BATTLE MOUNTAIN
BAND COUNCIL
CARSON COLONY
COMMUNITY COUNCIL
DRESSERVILLE
COMMUNITY COUNCIL
DUCK VALLEY
SHOSHONE-PAIUTE
BUSINESS COUNCIL
DUCKWATER
SHOSHONE
TRIBAL COUNCIL
ELKO BAND
COUNCIL
ELY SHOSHONE
COUNCIL
FALLON BUSINESS
COUNCIL
FT. McDERMITT
PAIUTE-SHOSHONE
TRIBES
GOSHUTE BAND
COUNCIL
LAS VEGAS PAIUTE
TRIBAL COUNCIL
LOVELOCK TRIBAL
COUNCIL
MOAPA BUSINESS
COUNCIL
PYRAMID LAKE
TRIBAL COUNCIL
RENO/SPARKS
TRIBAL COUNCIL
SOUTH FORK
BAND COUNCIL
STEWART
COMMUNITY COUNCIL
SUMMIT LAKE
PAIUTE COUNCIL
TE-MOAK TRIBAL
COUNCIL
TIMBISHA SHOSHONE
TRIBE
WALKER RIVER
PAIUTE TRIBAL
COUNCIL
WASHOE TRIBAL
COUNCIL
WELLS BAND
COUNCIL
WINNEMUCCA
COLONY COUNCIL
WOODFORDS
COMMUNITY
COUNCIL
YERINGTON PAIUTE
TRIBAL COUNCIL
YOMBA TRIBAL
COUNCIL

- WHEREAS,** The Inter-Tribal Council of Nevada, Inc., is organized and operates in accordance with its Constitution and By-Laws, amended In November 1974; and
- WHEREAS,** the purposes of Inter-Tribal Council of Nevada, Inc. (ITCN), are stated in its Constitution, Preamble; and
- WHEREAS,** the Executive Board, a body comprised of the twenty-seven (27) representatives of the federally recognized member tribes in the State of Nevada and whose Charter is ratified by these same tribes; and
- WHEREAS,** the Inter-Tribal Council of Nevada has a continuing interest in the health, education and well-being of their Indian people; and
- WHEREAS,** the Inter-Tribal Council of Nevada respects the sovereign to sovereign relationship between the Tribes and the State of Nevada and the federal government; and
- WHEREAS,** a Memorandum of Agreement may be sought on behalf of each Individual Tribe to further develop the efforts needed for the management, monitoring, and surveying for sage grouse.



INTER-TRIBAL COUNCIL OF NEVADA, INC.

680 GREENBRAE DR., SUITE 265 • SPARKS, NV 89431
 P.O. BOX 7440 • RENO, NV 89510
 PHONE (775) 355-0600 • FAX (775) 355-0648

- BATTLE MOUNTAIN BAND COUNCIL
- CARSON COLONY COMMUNITY COUNCIL
- DRESSERVILLE COMMUNITY COUNCIL
- DUCK VALLEY SHOSHONE-PAIUTE BUSINESS COUNCIL
- DUCKWATER SHOSHONE TRIBAL COUNCIL
- ELKO BAND COUNCIL
- ELY SHOSHONE COUNCIL
- FALLON BUSINESS COUNCIL
- FT. McDERMIT PAIUTE-SHOSHONE TRIBES
- GOSHUTE BAND COUNCIL
- LAS VEGAS PAIUTE TRIBAL COUNCIL
- LOVELOCK TRIBAL COUNCIL
- MOAPA BUSINESS COUNCIL
- PYRAMID LAKE TRIBAL COUNCIL
- RENO/SPARKS TRIBAL COUNCIL
- SOUTH FORK BAND COUNCIL
- STEWART COMMUNITY COUNCIL
- SUMMIT LAKE PAIUTE COUNCIL
- TE-MOAK TRIBAL COUNCIL
- TIMBISHA SHOSHONE TRIBE
- WALKER RIVER PAIUTE TRIBAL COUNCIL
- WASHOE TRIBAL COUNCIL
- WELLS BAND COUNCIL
- WINNEMUCCA COLONY COUNCIL
- WOODFORDS COMMUNITY COUNCIL
- YERINGTON PAIUTE TRIBAL COUNCIL
- YOMBA TRIBAL COUNCIL

WHEREAS, the sage grouse (*Centrocercus urophasianus*) is a valued native avian species with declining populations that have been severely impacted by habitat degradation, by declining big sage populations, by invasive plants, by increased predation, by mining interest, by recreational use, and by livestock grazing; and

WHEREAS, the ITCN recognizes the need for tribes to protect and conserve, to the greatest extent possible, the existing wildlife habitat of sage grouse within and/or adjacent to the boundaries of all tribal lands within Nevada; and

WHEREAS, the cooperative efforts will involve survey and monitoring activities, conservation planning, and protecting key habitat areas to assist with all sage grouse life stages which include brooding, migration and lek habitat; and

WHEREAS, the sage grouse is recognized by Nevada tribes traditional song and dance, language, and stories/legends and there is presence of Traditional Ecological Knowledge (TEK) regarding sage grouse and their habitat be protected for tribes' value and conservation efforts; and

WHEREAS, the ITCN acknowledges the valiant effort to protect existing sage grouse populations through the development of a Sage Grouse Conservation Plan for the State of Nevada; and

OK



INTER-TRIBAL COUNCIL OF NEVADA, INC.

680 GREENBRAE DR., SUITE 265 • SPARKS, NV 89431
 P.O. BOX 7440 • RENO, NV 89510
 PHONE (775) 355-0600 • FAX (775) 355-0648

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- DUCKWATER SHOSHONE TRIBAL COUNCIL
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- ELY SHOSHONE COUNCIL
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- GOSHUTE BAND COUNCIL
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- WALKER RIVER PAIUTE TRIBAL COUNCIL
- WASHOE TRIBAL COUNCIL
- WELLS BAND COUNCIL
- WINNEMUCCA COLONY COUNCIL
- WOODFORDS COMMUNITY COUNCIL
- YERINGTON PAIUTE TRIBAL COUNCIL
- YOMBA TRIBAL COUNCIL

WHEREAS, the ITCN Executive Board endorses the attachment 1 of approved language that would be updated into the final State of Nevada Sage Grouse Conservation Plan.

NOW THEREFORE BE IT RESOLVED that the Executive Board, on behalf of their membership, hereby supports the statewide Sage Grouse Conservation Plan effort by including any applicable Nevada tribal lands within Sage Grouse Management Areas through a Memorandum of Agreement for direct involvement for the purposes of monitoring, surveying, developing recommended conservation measures, funding, and protecting the sage grouse and its sagebrush habitat.

CERTIFICATION

The foregoing resolution was adopted by poll vote of the Inter-Tribal Council of Nevada's Executive Board, completed on the 25th day of July, 2012, by a

Vote of 12 FOR, 0 AGAINST, and 0 ABSTENTIONS.

Daryl Crawford, ITCN Executive Director

for

Bryan Cassadore, Secretary
 ITCN Executive Board

ATTACHMENT E

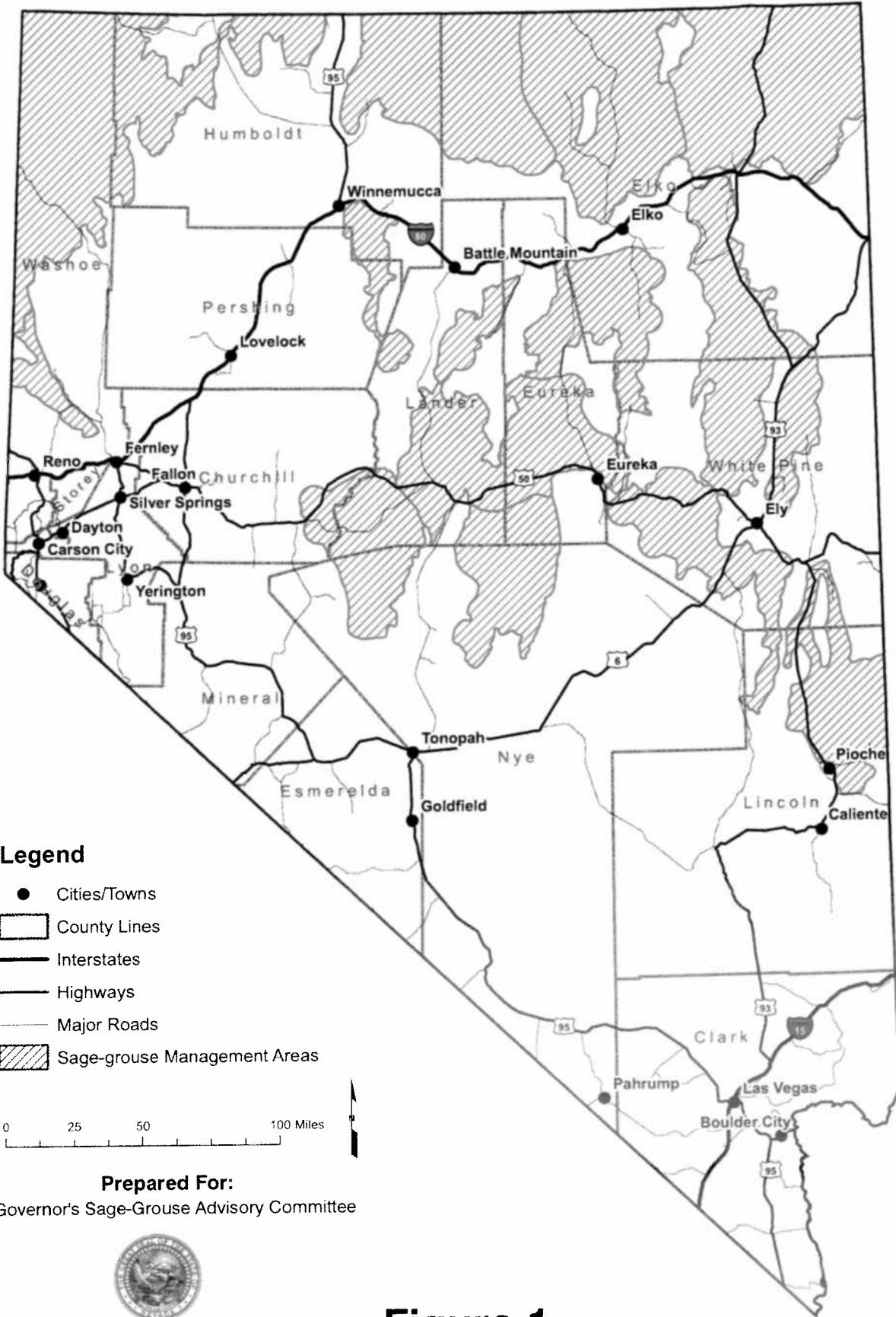
NRCS SGI Conservation Practice Standard 528

Conservation Practice Standard: Prescribed Grazing (528) (FACILITATING MANAGEMENT PRACTICE)

Definition: Managing the harvest of vegetation with grazing and/or browsing animals.

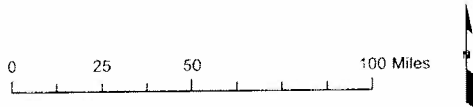
Purpose: This practice may be applied to improve or maintain desired species composition and vigor of plant communities, improve or maintain quantity and quality of forage for grazing and browsing animals' health and productivity, improve or maintain surface and/or subsurface water quality and quantity, improve or maintain riparian and watershed function, reduce accelerated soil erosion, and maintain or improve soil condition, improve or maintain the quantity and quality of food and/or cover available for wildlife, and manage fine fuel loads to achieve desired conditions. In sage-grouse habitat, this practice is critical to ensure rangelands are managed sustainably to provide habitat requirements for all life stages of sage-grouse.

Resource concerns: Unrestricted livestock grazing can remove desired vegetation and change plant communities from desired ecological states to undesirable states where invasive and other undesirable plant species predominate. Additionally, unrestricted grazing may lead to overharvest of plant resources, decrease residual cover, decrease plant litter on the soil surface, increase bare ground, accelerate soil erosion rates, decrease water quality, and reduce the overall habitat quality for wildlife, including sage-grouse.



Legend

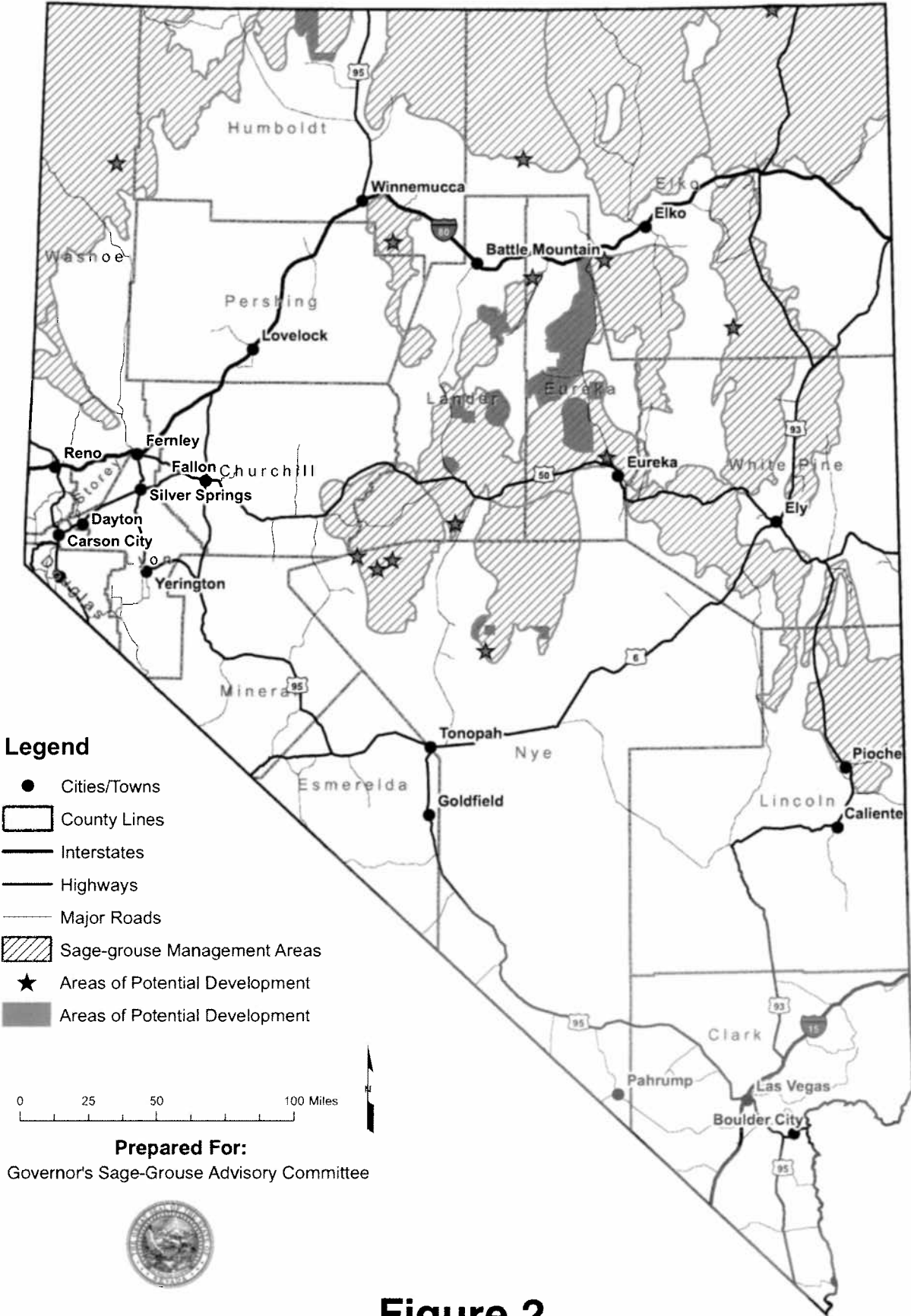
- Cities/Towns
- ▭ County Lines
- Interstates
- Highways
- Major Roads
- ▨ Sage-grouse Management Areas



Prepared For:
Governor's Sage-Grouse Advisory Committee



Figure 1
Nevada Sage-Grouse Management Areas



Legend

- Cities/Towns
- County Lines
- Interstates
- Highways
- Major Roads
- ▨ Sage-grouse Management Areas
- ★ Areas of Potential Development
- Areas of Potential Development

0 25 50 100 Miles

Prepared For:
Governor's Sage-Grouse Advisory Committee



Figure 2
Areas of Potential Development

10

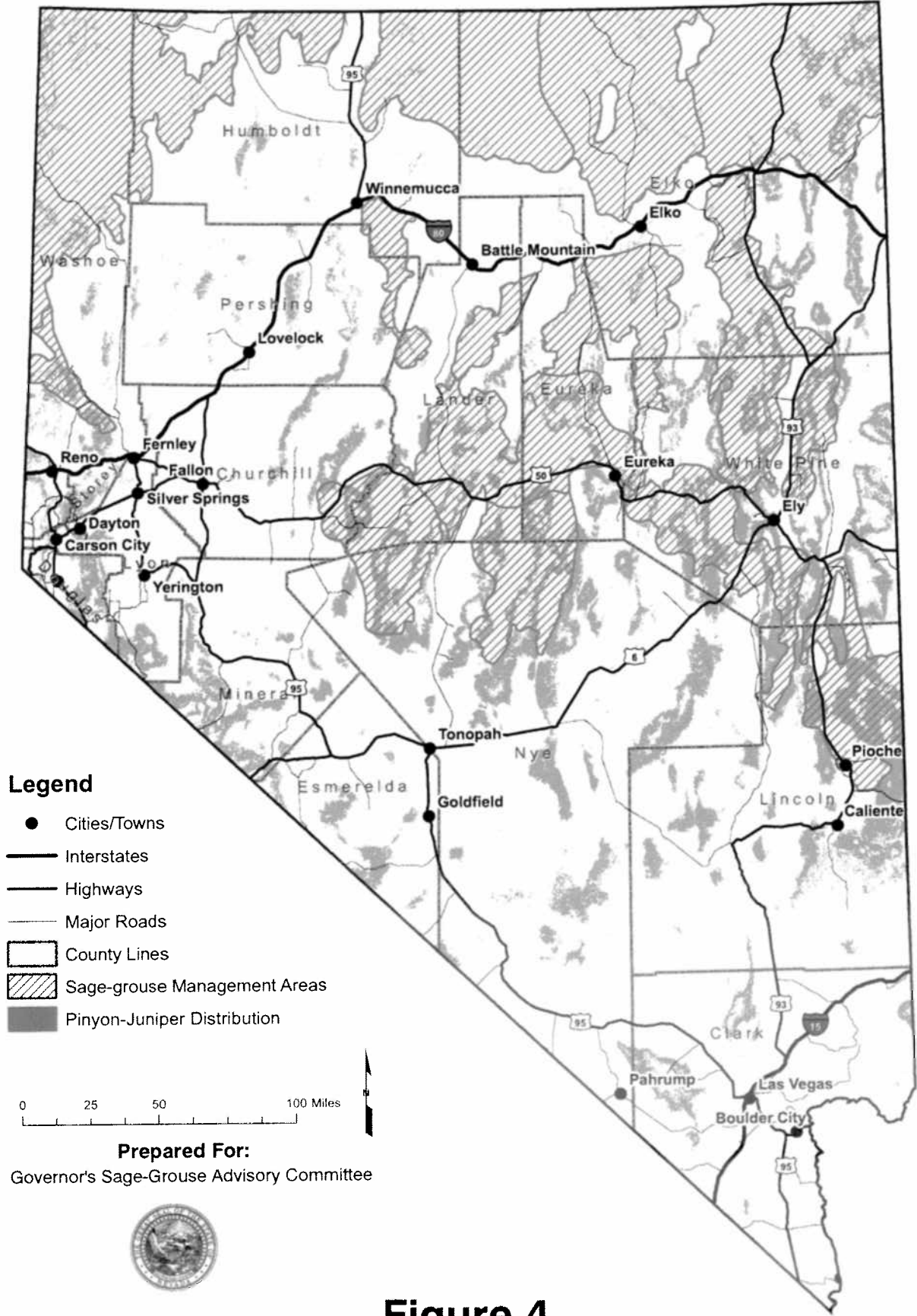
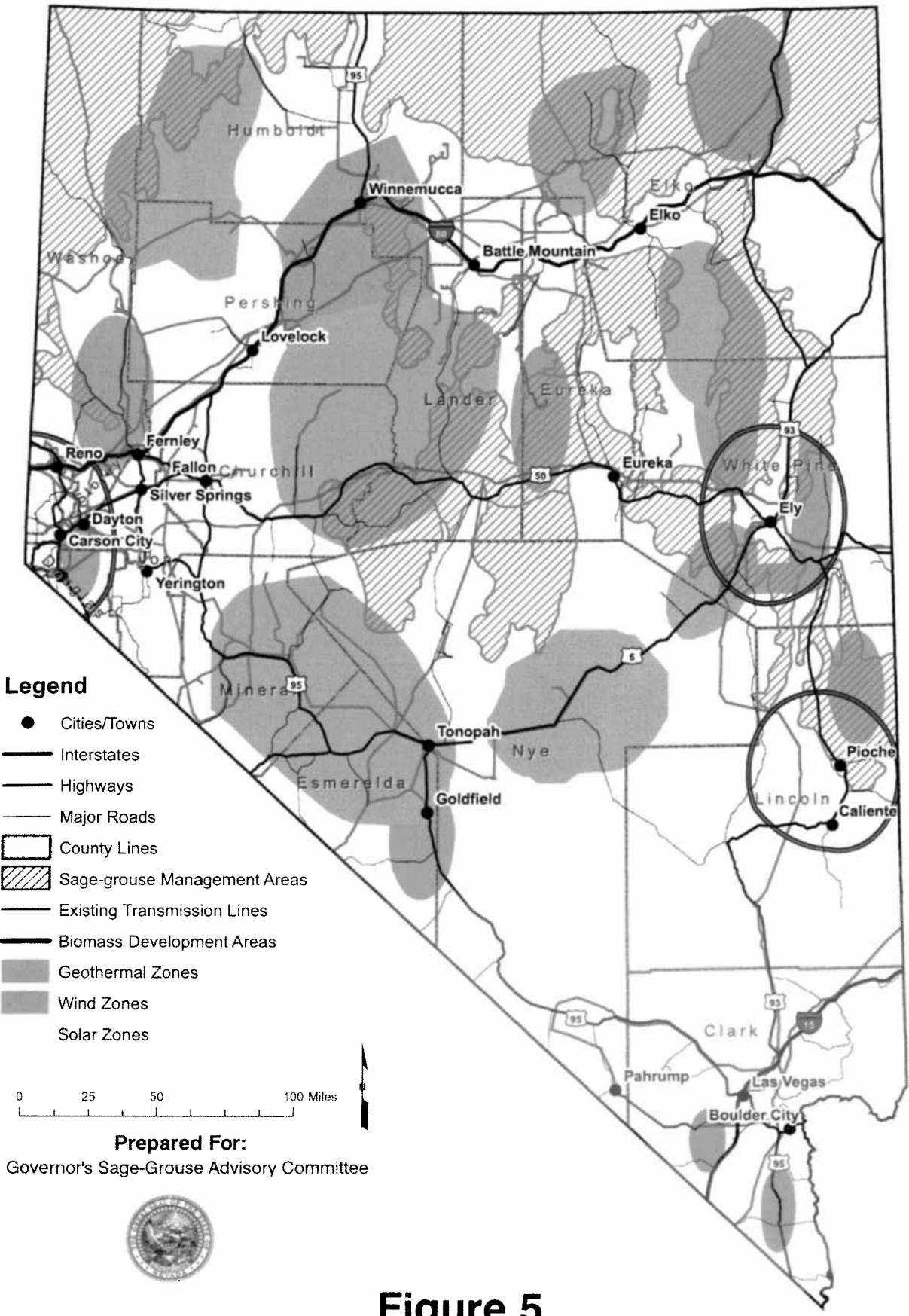


Figure 4
Pinyon-Juniper Distribution in Nevada

Date: 7/31/2012 Prepared by Resource Concepts, Inc.
Map: Pinyon-Juniper Distribution in Nevada



Legend

- Cities/Towns
- Interstates
- Highways
- Major Roads
- County Lines
- ▨ Sage-grouse Management Areas
- Existing Transmission Lines
- Biomass Development Areas
- Geothermal Zones
- Wind Zones
- Solar Zones

0 25 50 100 Miles

Prepared For:
Governor's Sage-Grouse Advisory Committee



Figure 5
Transmission & Renewable Energy Zones in Nevada

Date: 7/31/2012. Prepared by Resource Concepts Inc.
File: C:\Users\NORR12\Documents\NORR\Nevada\Map 5.mxd

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: September 27, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Mike Torvinen, Deputy Director
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION – BOARD OF EXAMINERS – STATUTORY
CONTINGENCY ACCOUNT**

Agenda Item Write-up:

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.

Additional Information:

We anticipate additional payments from the account in SFY 2013 of at least another \$716,000. In order to make timely payments for approved claims from the Reserve for Statutory Contingency Account, we would like to request an allocation from the Contingency Account in the amount of \$380,000. We believe this allocation will be sufficient, based upon our estimate of claims to be paid, for the remainder of SFY 2013. It appears at this time that an appropriation to replenish the account further will be necessary during the 2013 legislative session.

A summary of the current biennium's activity in the Reserve for Statutory Contingency Account and the projected claims for the remainder SFY 2013 is attached.

REVIEWED: _____
ACTION ITEM: _____

**Board of Examiners
Reserve for Statutory Contingency Account
BA 4892
Request for Replenishment
SFY 2013**

		<u>Balance</u>	
Balance Forward July 1, 2011		\$ 2,076,834	
Prior Year Refunds		\$ 40,297	
AB 494 - CH 465 2011 Statutes	Appropriation	<u>\$ 2,200,000</u>	\$ 4,317,131
Expenditures SFY 2011			<u>\$ (1,631,732)</u>
Balance Forward to SFY 2012	C21999		\$ 2,685,399
Unspent Public Defender Allocation	C22385	\$ 56,644	
Balance Forward Water Resources	C22396	<u>\$ 118,587</u>	<u>\$ 175,231</u>
Balance Available SFY 2012			\$ 2,860,630
Expenditures SFY 2012			<u>\$ (1,138,789)</u>
Balance Forward to SFY 2013	C24853		\$ 1,721,842
Expenditures FY13 as of 9/28/2013			\$ (57,688)
Approved Payment 9/11/12 BOE Mtg.			
City of Reno Redevelopment Agency		\$ 274,443	
Washoe County Tax Settlement		<u>\$ 1,250,000</u>	<u>\$ (1,524,443)</u>
Balance Remaining			\$ 139,711
Public Defender (3 year avg.)		<u>\$ 516,000</u>	
Estimated additional amount needed			<u>\$ 516,000</u>
Estimated shortfall			<u>\$ (376,289)</u>
Request Rounded			<u><u>\$ 380,000</u></u>

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: August 13, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: John Borrowman, Budget Analyst *JB 8/14/12*
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 ADMINISTRATION
MOTOR POOL DIVISION

Agenda Item Write-up:

Replacement Vehicle Request: Pursuant to NRS 334.010 the Motor Pool Division is requesting approval to purchase 32 replacement vehicles and 4 new vehicles in FY2013.

Additional Information:

This request is consistent with the agency's legislatively approved budget. The request provides for 31 replacement vehicles as authorized in the SFY13 budget in E711. It also includes 1 vehicle for replacement as the vehicle was totaled in an accident. It will be purchased with the insurance recovery funds. Finally, it includes 4 new vehicles as authorized in the SFY13 budget in E721.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: <i>JB 8/14/12</i>
ACTION ITEM: _____

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

Agency Name: State Motor Pool	Budget Account #: 1356	
Contact Name: Keith Wells	Telephone Number: 775-684-1880	
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:		
Number of vehicles requested: <u>36</u> Amount of the request: <u>\$851,185</u> Is the requested vehicle(s) new or used: <u>New</u> Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: Sedans, Pick ups, Vans, and Sport Utilities Mission of the requested vehicle(s): These are Motor Pool vehicles which are assigned to various agencies		
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, please provide the decision unit number: E711 and E721 If no, please explain how the vehicles will be funded? One vehicle will be purchased with Insurance Recovery money	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input checked="" type="checkbox"/> <u>4</u> Addition(s) <input checked="" type="checkbox"/> <u>32</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. Yes		
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: See attachment Odometer Reading: Type of Vehicle: Vehicle #2 Model Year: Odometer Reading: Type of Vehicle: Please attach an additional sheet if necessary	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. Yes If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.	
APPOINTING AUTHORITY APPROVAL:		
<i>Keith Wells</i>	<i>Administrator</i>	<i>8-7-12</i>
Agency Appointing Authority	Title	Date
BOARD OF EXAMINERS' APPROVAL:		
<i>7/13/12</i>		
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase		
Board of Examiners		Date

Revised 7/13/10

**Motor Pool Replacement Vehicles E711 FY 2013
Budget Account 1356**

Model Year	Current Mileage	Maint Cost Per Mile	Plate ID	Description	Region	Budget Account	Agency
Totalled in							
2008	47326	Accident	55730	Chevy Malibu	Vegas	1354	Motor Pool
2007	125430	0.05	54215	Chevy Trailblazer	Carson	3229	Child Weifare
2006	129414	0.05	51693	Ford Expedition	Carson	1354	Motor Pool
2004	118231	0.04	46238	Toyota highlander	Vegas	3208	Early Intervention Services
2006	115571	0.09	51592	Ford Expedition	Carson	2361	Taxation
2004	111528	0.05	104SCM	Chevy Trailblazer	Elko	4061	Gaming
2005	111142	0.05	49268	Ford Explorer	Reno	3208	Early Intervention Services
2002	110070	0.03	42372	Toyota Rav Four	Reno	1354	Motor Pool
2004	106762	0.04	438VBF	Chevy Trailblazer	Ely	3740	DPS - Parole and Probation
2006	105621	0.05	51064	Chevy Trailblazer	Winn	3167	Rural Regional Services
2008	103499	0.03	488UJC	Chrysler Sebring	Elko	4061	Gaming
2005	98400	0.05	48138	Chevy Cobalt	Pahrump	3229	Child Weifare
2005	99195	0.03	202RZM	Dodge Stratus	Elko	4061	Gaming
2005	96343	0.04	48125	Chevy Cobalt	Vegas	3646	DCFS
2008	95387	0.03	55382	Chrysler Sebring	Carson	3229	Child Weifare
2005	92328	0.06	202RMR	Dodge Caravan	Vegas	4061	Gaming
2008	90427	0.06	57350	Chevy Impala	Carson	3229	Child Weifare
2004	89733	0.04	072PSY	Chevy Malibu	Reno	4061	Gaming
2002	87203	0.09	42859	Dodge Caravan	Reno	3263	Youth Corrections
2002	86196	0.08	42741	Jeep Liberty	Elko	3648	Rural Clinics
2003	86771	0.04	104PUU	Chevy Pick up	Vegas	4061	Gaming
2007	83883	0.03	111TEH	Ford Taurus	Reno	1354	Motor Pool
2004	85495	0.04	619VDZ	Ford Taurus	Fallon	3740	DPS - Parole and Probation
2002	83032	0.07	937NYH	Chevy Malibu	Reno	3740	DPS - Parole and Probation
2001	83483	0.04	032NXP	Ford Taurus	Reno	4061	Gaming
2002	82536	0.06	388PBP	Chevy Malibu	Reno	1354	Motor Pool
2002	83339	0.05	53434	Chevy Malibu	Vegas	1354	Motor Pool
2001	48988	0.21	48184	Dodge Van	Vegas	3646	DCFS
2004	80451	0.09	056RMV	Ford Taurus	Vegas	4061	Gaming
2002	73248	0.07	044SAR	Chevy Malibu	Reno	3740	DPS - Parole and Probation
2002	83032	0.07	937NYH	Chevy Malibu	Reno	3740	DPS - Parole and Probation
2002	77905	0.19	518PAH	Chevy Malibu	Reno	3741	DPS - Parole and Probation

Total Vehicle Count	32
Total Cost	\$ 766,668

Motor Pool Additional Vehicle Requests Budget Account 1356

QTY	Description	Region	Budget Account	Agency
1	Sport Utility	Vegas	3920	Public Utilities
2	Pick Up	Vegas	4722	DMV - Pollution Control
1	Sedan	Reno	4722	DMV - Pollution Control
Total Vehicle Count		4		
Total Cost			\$ 84,517	

Brian Sandoval
Governor

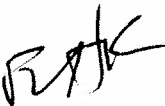


Jeff Mohlenkamp
State Budget Director

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: September 27, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Eric H. King, 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.

DEPARTMENT OF ADMINISTRATION, DIVISION OF ENTERPRISE IT SERVICES

Agenda Item Write-up:

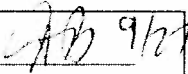
New Vehicle Request: Pursuant to NRS 334.010 the Department of Administration, Division of Enterprise IT Services, requests approval to purchase one vehicle in FY 2013.

Additional Information:

The department seeks approval to purchase one new vehicle that will be used to access mountain top communication sites for repair and preventative maintenance of the equipment and other improvements at these sites. 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:  9/27
ACTION ITEM: _____

RECEIVED
 DEPARTMENT OF ADMINISTRATION
 BUDGET SERVICES
 2012 AUG -7 PM 12:13

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

Agency Name: DOA, Enterprise I.T. Services		Budget Account #: 1388	
Contact Name: Patrick Sheehan		Telephone Number: 775-684-5854	
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:			
Number of vehicles requested: 1		Amount of the request: 33,202.25	
Is the requested vehicle(s) new or used: New			
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: Dodge Ram 2500 Regular Cab 4X2-4X4 Diesel			
Mission of the requested vehicle(s): To replace unit EX51605 2006 Dodge 2500 with 120,545 miles			
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If yes, please provide the decision unit number: #716, Cat 05 / GL 8280 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"/> Replacement(s)			
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. N/A This is a 4WD service truck used to access mountain top communication sites			
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: 2006 Dodge 2500 Odometer Reading: 120,545 Type of Vehicle: 4WD Truck		Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. Yes	
Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:		If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade. N/A	
<i>Please attach an additional sheet if necessary</i>			
APPOINTING AUTHORITY APPROVAL:			
			
Agency Appointing Authority		Title	
		Date	
		8/6/12	
BOARD OF EXAMINERS' APPROVAL:			
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase			
Board of Examiners		Date	

RECEIVED

Revised 7/13/10

AUG 08 2012

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

~ STATE AGENCIES ONLY ~
VEHICLE ORDER JUSTIFICATION SHEET
(This form must accompany requisition)

Agency Enterprise IT Services RX No. _____

Contact Patrick Sheehan Phone No. 775-684-5854

Pursuant to NRS 333.340 if an agency is not purchasing from the lowest responsible dealer, the Purchasing Division must notify the dealer with the lowest price for the vehicle type you have requested of the reasons for this purchase.

Please check all that apply below:

- Dealer is located in close proximity to the area of vehicle deployment for service, parts and warranty support to the agency
 - Dealer has historically provided favorable service to the agency concerning cost of ownership issues
 - Vehicle is compatible with other agency vehicles providing for standardized operation and maintenance including parts management
 - Vehicle requested is best suited for the purpose to be used
 - Vehicles of this make have a good cost of ownership record within the agency
 - If this vehicle does not meet "Smart Way or Smart Way Elite" requirements, agency must provide detailed justification
Vehicle is used for maintaining remote mountaintop
communications sites and maintaining public
safety infrastructure.
 - Other justification
Due to the extreme off road conditions the vehicle is
regularly subjected to, it requires earlier replacement to
ensure reliability.
- State Purchasing use only-----

___ Approved ___ Disapproved by _____ date _____

If disapproved awarded dealer _____

Reason _____

1388-592

Department of Administration Administrative Services Division Purchase Order Requisition

Requested by: Ken Bullock	Date: 7/31/2012
Requesting Agency Number and Name: 180 - Enterprise I.T. Services - Network Transport Services	
Vendor/Supplier:	Ship To: State of Nevada
Name: Carson Dodge Chrysler Jeep	Address: 12 Industrial Parkway
Address:	Address:
Address:	City, State, Zip: Mossburne, NV 89706
City, State, Zip: Carson City, NV 89701	Attention: Ken Bullock
Vendor Contact Person: Joel Cryer	
Vendor Phone No.:	
Vendor E-Mail:	
Vendor Fax No.:	

QTY	DESCRIPTION	UNIT COST	AMOUNT
1	<i>2.12A</i> 2006 Dodge Ram 2500 Regular Cab 4X2-4X4 Diesel	\$33,202.25	\$33,202.25
	Please see the attach worksheet	\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Subtotal:			\$33,202.25
Shipping and Handling:			\$0.00
TOTAL:			\$33,202.25

Note: Materials purchased by the State of Nevada are exempt from sales tax (per Nevada Revised Statutes Section 372.325).			
Purchase is Pursuant to Good-Of-The-State Contract:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, Good-Of-The-State Contract Number
Vendor/Supplier Quote Attached:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Approved Purchase in Agency Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Other Justification (specify): Vehicle is to replace unit 51405. This is a 2006 Dodge 2500 with 120,545 miles and needs to be replace for the safety of the employee.			
Budget Account	1388	E716	Category 5 GL
			8280 Org 8890 Function
Requestor Signature:	<i>Ken Bullock</i>		Date: 7/26/2012
Division Supervisor:	<i>Patrick Sullivan</i>		Date: 7/31/12
Division Deputy Chief:	<i>[Signature]</i>		Date: 7/31/12
NPAS Obligation Number (ASD use only):			
State Purchasing RXQ No. (ASD use only):			

Vehicle Order Information Form

Does this vehicle meet "Smart Way or Smart Way Elite" requirements? If not, agency must fill out Vehicle Order Justification Sheet.

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	2.12A Dodge Ram 2500 Regular Cab 4X2-4X4 Diesel		
Dealer Name:	Carson Dodge Chrysler Jeep		
Delivery Location:	Carson City, NV		
Vehicle Colors:	Exterior: WT	Interior: Dark Slate Gray	<input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 30,550.00	\$ 30,550.00
SPECIFY OPTIONS: (description)			\$ 2,624.00
Engine Block Heater	1	\$ 75.00	
Four Wheel Drive	1	\$ 1,950.00	
Limited Slip Differential	1	\$ 276.00	
Skid Plate	1	\$ 85.00	
Trailer Tow Mirrors	1	\$ 153.00	
LT 245/75R17E ON OFF ROAD TIERS	1	\$ 85.00	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	\$ 33,174.00
Total purchase price with options			\$
DMV Title and DRS Fee's		\$28.25	\$ 28.25
GRAND TOTAL:			\$ 33,202.25

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: September 24, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Colleen Murphy, Budget Analyst IV *cm*
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.

PEACE OFFICER STANDARDS AND TRAINING

Agenda Item Write-up:


Replacement Vehicle Request: Pursuant to NRS 334.010 POST is requesting approval to purchase a used vehicle in FY13.

Additional Information:

This vehicle will be used for training purposes and will be purchased from the Highway Patrol through State Purchasing for \$5,000. It is no longer cost effective to repair the vehicle that is being replaced. The agency is legislatively approved to purchase a replacement vehicle.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: 
ACTION ITEM: _____



RECEIVED

SEP 21 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

STATE OF NEVADA
COMMISSION ON PEACE OFFICERS' STANDARDS AND TRAINING
5587 WA PAI SHONE AVENUE
CARSON CITY, NEVADA 89701
(775) 687-7678 • FAX (775) 687-4911

BRIAN SANDOVAL
Governor

RICHARD P. CLARK
Executive Director

Memorandum

TO: Jeff Mohlenkamp, Director
Department of Administration

FROM: Richard Clark, Director *RLC*
Commission on Peace Officers' Standards and Training (POST)

CC: Colleen Murphy, Budget Analyst IV

RE: Board of Examiners Approval to Purchase Vehicles

Date: September 20, 2012

Pursuant to NRS 334.010, POST is requesting Board of Examiner's approval to purchase a used vehicle in FY13. Information regarding the purchase is as follows:

Amount of Request - \$5,000
Number of Vehicles - 1
Used or new - Used
Additional or Replacement - Replacement

This replacement vehicle will replace a training vehicle that meets the State's requirement that POST purchase vehicles that the Highway Patrol has deemed not worthy for the road. The vehicle has 125,224 miles on it, is a 2008 Chevrolet Charger and will be used as a training vehicle. The vehicle we are requesting to replace has multiple functional issues, and, after several attempts to repair the problems, it continues to be dysfunctional. We are requesting to replace the vehicle in order that we will have the necessary quantity of vehicles for training.

Please place our request on the agenda for the ^{November} ~~December~~ 13, 2012 Board of Examiners meeting.

Thank you for your consideration in this matter. Please contact me at 687-3318 if you have any questions regarding this matter.

Thank you.

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: September 19, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Carla Watson, Budget Analyst
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.

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.

Agenda Item Write-up:

Department of Transportation (NDOT) – 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.

Additional Information:

The property is located on the northwest corner of Charleston Boulevard and Grand Central parkway in Las Vegas, Nevada. NDOT advises they will seek customary reimbursement from the Federal Highway Administration.

Statutory Authority:

NRS 41.037

REVIEWED: _____
ACTION ITEM: _____



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

Transportation Division
555 E. Washington Avenue, Suite 3900
Las Vegas, Nevada 89101

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

MEMORANDUM

DATE: September 10, 2012

TO: Board of Examiners
Governor Brian Sandoval
Attorney General Catherine Cortez Masto
Secretary of State Ross Miller

FROM: Rudy Malfabon, Director, Nevada Department of Transportation
Dennis Gallagher, Chief Deputy Attorney General
Ruth Miller, Senior Deputy Attorney General
Erich Storm, Outside Counsel, Chapman Law Firm

SUBJ: Proposed Settlement of an Eminent Domain Lawsuit Filed By NDOT and Counter-Claim for Inverse Condemnation and Pre-Condemnation Damages By Landowners. *State of Nevada v. Vegas Group, LLC.*, Case No. A-12-661241-C

SUMMARY

NDOT requests settlement approval in the amount of \$10,625,000.00 (TEN MILLION SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS). The sum of \$4,720,000.00 was previously deposited with the Court and released to the property owners as a condition of NDOT acquiring occupancy of the subject property. **The additional amount requested in this settlement proposal is \$5,905,000.00** 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, a California limited liability company, and CORAL CAPITAL, LLC, a California limited liability company ("Landowners"), and located on the northwest corner of Charleston Boulevard and Grand Central Parkway in Las Vegas, Nevada. NDOT needs to acquire the entirety of the subject property in fee for the I-15 road improvement project known as Project NEON.

BACKGROUND OF THE SUBJECT PROPERTY

The property is approximately 2.85 acres (124,126 sq. ft.) and is bounded on the east by Grand Central Parkway, on the south by Charleston Boulevard, and on the west and north by the I-15 northbound off-ramp. The subject property is depicted in pink borders on Attachment 1.

In May of 2011, NDOT obtained an appraisal of the subject property that valued the fee estate at \$4,720,000.00 (FOUR MILLION SEVEN HUNDRED AND TWENTY THOUSAND DOLLARS) as of April, 2011. NDOT offered that amount to the Landowners in an attempt to acquire the land through negotiation. The Landowners declined the offer.

In May of 2012, NDOT filed a condemnation action against Landowners in the Eighth Judicial District Court, case no. A-12-661241-C. NDOT sought immediate occupancy of the subject property and deposited the amount of the appraised value of \$4,720,000.00 with the clerk of court to obtain immediate occupancy. The Landowners withdrew that sum.

In June of 2012, Landowners filed an answer, counter-claim, and cross-claim, alleging that NDOT and the cross-defendant City of Las Vegas had inversely condemned the property in August of 2008 and that NDOT and the City of Las Vegas were also liable for pre-condemnation damages. Landowners seek just compensation for the inverse condemnation with pre-judgment interest accruing thereon as of August, 2008, pre-condemnation damages, and attorney fees and costs of suit.

In August of 2012, NDOT received an appraisal report for purposes of litigation using the statutory valuation date of May 8, 2012. The appraiser valued the subject property at \$9,932,000.00 (NINE MILLION NINE HUNDRED AND THIRTY-TWO THOUSAND DOLLARS), or \$5,212,000.00 (FIVE MILLION TWO HUNDRED AND TWELVE THOUSAND DOLLARS) greater than NDOT's first appraisal that used a valuation date of April, 2011. The increased value of the subject property was due to increasing sales and a rise in property values in the relevant market area in the intervening year. NDOT and the Landowners reached a settlement agreement whereby (1) NDOT will pay a total of \$10,625,000.00 in just compensation for the fee acquisition, or \$5,905,000.00 in addition to the sum already deposited with the clerk of court; (2) the Landowners will dismiss their counter-claim and cross-claim, with prejudice; and, (3) NDOT and the Landowners will waive any claims to attorney fees, costs of suit, and pre-judgment interest.

POINTS THAT FAVOR SETTLEMENT

The settlement amount is within 7% of NDOT's appraised value that uses the statutory valuation date of May, 2012. Since appraisals are not subject to mathematical precision, it is likely that the Landowners would be able to present evidence of a land

value greater than \$10,625,000.00 should the matter be litigated. Furthermore, settlement eliminates the obligation of NDOT to pay the Landowners' costs of suit – which would include expert witness fees -- and compounded pre-judgment interest, both of which are awardable as elements of just compensation pursuant to NRS 37.120 and 37.175.

The settlement also resolves any potential that the Landowners will recover on their claims of inverse condemnation and pre-condemnation damages, including costs, interest, and attorney fees associated with those claims. Landowners in inverse condemnation actions may recover attorney fees pursuant to NRS 37.185; pre-judgment interest accrues as of the date of taking in inverse condemnation actions, which Landowners contend was August of 2008; and compounded pre-judgment interest and costs are awardable to landowners as elements of just compensation in eminent domain cases pursuant to NRS 37.120 and 37.175. Additionally, if Landowners were to prevail on their inverse condemnation claim, the court may require that the subject property be valued as of the date of the alleged taking, August of 2008, when land values were generally greater than the May, 2012, valuation date on which the settlement amount is based.

RECOMMENDATION

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT requests the authority to settle the claim for the total sum of \$10,625,000.00, less the amount of \$4,720,000.00 previously deposited with the court, which amounts to **\$5,905,000.00**.

FISCAL NOTE STATEMENT

NDOT will seek reimbursement from the Federal Highway Administration.



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

Transportation Division
555 E. Washington Avenue, Suite 3900
Las Vegas, Nevada 89101

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

MEMORANDUM

DATE: September 10, 2012

TO: Board of Examiners
Governor Brian Sandoval
Attorney General Catherine Cortez Masto
Secretary of State Ross Miller

FROM: Rudy Malfabon, Director, Nevada Department of Transportation
Dennis Gallagher, Chief Deputy Attorney General
Ruth Miller, Senior Deputy Attorney General
Erich Storm, Outside Counsel, Chapman Law Firm

SUBJ: Proposed Settlement of an Eminent Domain Lawsuit Filed By NDOT and Counter-Claim for Inverse Condemnation and Pre-Condemnation Damages By Landowners. *State of Nevada v. Vegas Group, LLC.*, Case No. A-12-661241-C

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BACKGROUND OF THE SUBJECT PROPERTY

The property is approximately 2.85 acres (124,126 sq. ft.) and is bounded on the east by Grand Central Parkway, on the south by Charleston Boulevard, and on the west and north by the I-15 northbound off-ramp. The subject property is depicted in pink borders on Attachment 1.

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POINTS THAT FAVOR SETTLEMENT

The settlement amount is within 7% of NDOT's appraised value that uses the statutory valuation date of May, 2012. Since appraisals are not subject to mathematical precision, it is likely that the Landowners would be able to present evidence of a land

value greater than \$10,625,000.00 should the matter be litigated. Furthermore, settlement eliminates the obligation of NDOT to pay the Landowners' costs of suit – which would include expert witness fees -- and compounded pre-judgment interest, both of which are awardable as elements of just compensation pursuant to NRS 37.120 and 37.175.

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RECOMMENDATION

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FISCAL NOTE STATEMENT

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STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

Transportation Division
555 E. Washington Avenue, Suite 3900
Las Vegas, Nevada 89101

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

MEMORANDUM

DATE: September 10, 2012

TO: Board of Examiners
Governor Brian Sandoval
Attorney General Catherine Cortez Masto
Secretary of State Ross Miller

FROM: Rudy Malfabon, Director, Nevada Department of Transportation
Dennis Gallagher, Chief Deputy Attorney General
Ruth Miller, Senior Deputy Attorney General
Erich Storm, Outside Counsel, Chapman Law Firm

SUBJ: Proposed Settlement of an Eminent Domain Lawsuit Filed By NDOT and Counter-Claim for Inverse Condemnation and Pre-Condemnation Damages By Landowners. *State of Nevada v. Vegas Group, LLC.*, Case No. A-12-661241-C

Handwritten signatures of Rudy Malfabon and Dennis Gallagher.

SUMMARY

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POINTS THAT FAVOR SETTLEMENT

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value greater than \$10,625,000.00 should the matter be litigated. Furthermore, settlement eliminates the obligation of NDOT to pay the Landowners' costs of suit – which would include expert witness fees -- and compounded pre-judgment interest, both of which are awardable as elements of just compensation pursuant to NRS 37.120 and 37.175.

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FISCAL NOTE STATEMENT

NDOT will seek reimbursement from the Federal Highway Administration.



Jones, Roach & Caringella, Inc.



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

Transportation Division
555 E. Washington Avenue, Suite 3900
Las Vegas, Nevada 89101

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

MEMORANDUM

DATE: September 10, 2012

TO: Board of Examiners
Governor Brian Sandoval
Attorney General Catherine Cortez Masto
Secretary of State Ross Miller

FROM: Rudy Malfabon, Director, Nevada Department of Transportation
Dennis Gallagher, Chief Deputy Attorney General
Ruth Miller, Senior Deputy Attorney General
Erich Storm, Outside Counsel, Chapman Law Firm

SUBJ: Proposed Settlement of an Eminent Domain Lawsuit Filed By NDOT and Counter-Claim for Inverse Condemnation and Pre-Condemnation Damages By Landowners. *State of Nevada v. Vegas Group, LLC.*, Case No. A-12-661241-C

SUMMARY

NDOT requests settlement approval in the amount of \$10,625,000.00 (TEN MILLION SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS). The sum of \$4,720,000.00 was previously deposited with the Court and released to the property owners as a condition of NDOT acquiring occupancy of the subject property. **The additional amount requested in this settlement proposal is \$5,905,000.00** 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, a California limited liability company, and CORAL CAPITAL, LLC, a California limited liability company ("Landowners"), and located on the northwest corner of Charleston Boulevard and Grand Central Parkway in Las Vegas, Nevada. NDOT needs to acquire the entirety of the subject property in fee for the I-15 road improvement project known as Project NEON.

BACKGROUND OF THE SUBJECT PROPERTY

The property is approximately 2.85 acres (124,126 sq. ft.) and is bounded on the east by Grand Central Parkway, on the south by Charleston Boulevard, and on the west and north by the I-15 northbound off-ramp. The subject property is depicted in pink borders on Attachment 1.

In May of 2011, NDOT obtained an appraisal of the subject property that valued the fee estate at \$4,720,000.00 (FOUR MILLION SEVEN HUNDRED AND TWENTY THOUSAND DOLLARS) as of April, 2011. NDOT offered that amount to the Landowners in an attempt to acquire the land through negotiation. The Landowners declined the offer.

In May of 2012, NDOT filed a condemnation action against Landowners in the Eighth Judicial District Court, case no. A-12-661241-C. NDOT sought immediate occupancy of the subject property and deposited the amount of the appraised value of \$4,720,000.00 with the clerk of court to obtain immediate occupancy. The Landowners withdrew that sum.

In June of 2012, Landowners filed an answer, counter-claim, and cross-claim, alleging that NDOT and the cross-defendant City of Las Vegas had inversely condemned the property in August of 2008 and that NDOT and the City of Las Vegas were also liable for pre-condemnation damages. Landowners seek just compensation for the inverse condemnation with pre-judgment interest accruing thereon as of August, 2008, pre-condemnation damages, and attorney fees and costs of suit.

In August of 2012, NDOT received an appraisal report for purposes of litigation using the statutory valuation date of May 8, 2012. The appraiser valued the subject property at \$9,932,000.00 (NINE MILLION NINE HUNDRED AND THIRTY-TWO THOUSAND DOLLARS), or \$5,212,000.00 (FIVE MILLION TWO HUNDRED AND TWELVE THOUSAND DOLLARS) greater than NDOT's first appraisal that used a valuation date of April, 2011. The increased value of the subject property was due to increasing sales and a rise in property values in the relevant market area in the intervening year. NDOT and the Landowners reached a settlement agreement whereby (1) NDOT will pay a total of \$10,625,000.00 in just compensation for the fee acquisition, or \$5,905,000.00 in addition to the sum already deposited with the clerk of court; (2) the Landowners will dismiss their counter-claim and cross-claim, with prejudice; and, (3) NDOT and the Landowners will waive any claims to attorney fees, costs of suit, and pre-judgment interest.

POINTS THAT FAVOR SETTLEMENT

The settlement amount is within 7% of NDOT's appraised value that uses the statutory valuation date of May, 2012. Since appraisals are not subject to mathematical precision, it is likely that the Landowners would be able to present evidence of a land

value greater than \$10,625,000.00 should the matter be litigated. Furthermore, settlement eliminates the obligation of NDOT to pay the Landowners' costs of suit -- which would include expert witness fees -- and compounded pre-judgment interest, both of which are awardable as elements of just compensation pursuant to NRS 37.120 and 37.175.

The settlement also resolves any potential that the Landowners will recover on their claims of inverse condemnation and pre-condemnation damages, including costs, interest, and attorney fees associated with those claims. Landowners in inverse condemnation actions may recover attorney fees pursuant to NRS 37.185; pre-judgment interest accrues as of the date of taking in inverse condemnation actions, which Landowners contend was August of 2008; and compounded pre-judgment interest and costs are awardable to landowners as elements of just compensation in eminent domain cases pursuant to NRS 37.120 and 37.175. Additionally, if Landowners were to prevail on their inverse condemnation claim, the court may require that the subject property be valued as of the date of the alleged taking, August of 2008, when land values were generally greater than the May, 2012, valuation date on which the settlement amount is based.

RECOMMENDATION

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT requests the authority to settle the claim for the total sum of \$10,625,000.00, less the amount of \$4,720,000.00 previously deposited with the court, which amounts to **\$5,905,000.00**.

FISCAL NOTE STATEMENT

NDOT will seek reimbursement from the Federal Highway Administration.



Jones, Roach & Caringella, Inc.



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: September 13, 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.

TORT CLAIMS

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

Confidential! The following information is for the BOE packets only.

Discussion: The following report of investigation and subsequent recommendation from Nancy Bowman, Claims Manager for the Attorney General, has been approved by Michon A. Martin, Chief Deputy Attorney General. Ms. Bowman's report dated September 5, 2012 states:

Ms. Meyer filed her EEOC complaint in September 2007 and the Department of Justice filed a subsequent lawsuit in May 2012. The complaint and lawsuit allege that Ms. Meyer was rejected from probation/terminated from her position due to her pregnancy.

Ms. Meyer had been hired as a fire dispatcher in March 2006 and was rejected from probation in March 2007. She alleges she informed the agency in January 2007 of her intent to take maternity leave upon the birth of her child. The agency alleges that Ms. Meyer was extremely emotional and could not handle the demands of the position; however, Ms. Meyer's direct supervisor did not share this viewpoint and felt the rejection from probation was not correct. The direct supervisor stepped down from the supervisory position shortly after the decision to reject Ms. Meyer from probation.

It appears there had been discussions among management of concerns of overtime usage due to other women being out on maternity leave during this time. Ms. Meyer's rejection from probation was done through a letter mailed to her after she had been placed on bed rest by her physician.

An Early Neutral Evaluation was held with Magistrate Judge McQuaid. The initial demand was in the amount of \$275,000, which included lost wages, interest on the damages and emotional damages. During the EEOC conciliation, the demand was at \$374,714.94. Our calculation of lost wages from the date of termination to current equaled approximately \$190,000 and a settlement in the amount of \$125,000 was reached.

Ms. Rachel Hranitzky, Senior Trial Attorney for the US Department of Justice represented Ms. Meyer.

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

Motion By:

Seconded By:

Vote:

Comments:



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: September 13, 2012
TO: Cathy Gregg, Budget Analyst
FROM: Nancy Bowman, Tort Claims Manager
SUBJECT: Tort Claim placement on the November 13, 2012 BOE agenda
=====

Please place the following item on the November 13, 2012 Board of Examiner's agenda for approval. Upon approval, this item will be paid from Budget 1348, the Tort Claim Fund.

Claimant: Tawnya Meyer

Claim No.: TC 16325

Settlement Amount: \$125,000.00

TORT CLAIM RECOMMENDATION

DATE: September 5, 2012
CLAIMANT: Tawnya Meyer
CLAIM NUMBER: TC16325
DATE OF LOSS: March 1, 2007
DAMAGES CLAIMED: \$275,000
AGENCY: Forestry

DISCUSSION

Ms. Meyer filed her EEOC complaint in September 2007 and the Department of Justice filed a subsequent lawsuit in May 2012. The complaint and lawsuit allege that Ms. Meyer was rejected from probation/terminated from her position due to her pregnancy.

Ms. Meyer had been hired as a fire dispatcher in March 2006 and was rejected from probation in March 2007. She alleges she informed the agency in January 2007 of her intent to take maternity leave upon the birth of her child. The agency alleges that Ms. Meyer was extremely emotional and could not handle the demands of the position; however, Ms. Meyer's direct supervisor did not share this viewpoint and felt the rejection from probation was not correct. The direct supervisor stepped down from the supervisory position shortly after the decision to reject Ms. Meyer from probation.

It appears there had been discussions among management of concerns of overtime usage due to other women being out on maternity leave during this time. Ms. Meyer's rejection from probation was done through a letter mailed to her after she had been placed on bed rest by her physician.

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Ms. Rachel Hranitzky, Senior Trial Attorney for the US Department of Justice represented Ms. Meyer.


RECOMMENDATION

It is recommended that the claim be paid in the amount of \$125,000.00.

RECOMMENDATION: PAY

Tawnya Meyer
1634 NE Terrace Drive
Grants Pass OR 97526

Approved:



NANCY BOWMAN, CLAIMS MANAGER

9/5/12
DATE



MICHON A. MARTIN, CHIEF DEPUTY ATTORNEY GENERAL

9/5/12
DATE

(ORIGINAL KEPT IN FILE)

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information: Toy Barn, **UC**

a.	Nevada Business ID Number:	T27017125
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC {X} INC {} CORP {} LLP {}
c.	Is the Contractor Exempt from obtaining a Business License:	Yes No X
	*If yes, please explain:	
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes X No
	*If no, please explain:	
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes X No
	*If no, please explain:	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes X No

[Signature] 9-17-12
 Authorized Signature - Division of State Lands Date

[Signature] 9-15-12
 Authorized Signature - Agency Date
 MOTOR POOL DIVISION

For Board of Examiners Yes
 No

For Budget Division Use Only	
Reviewed by: <i>lc</i>	9/4/12
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Nevada State Board of Pharmacy
 contact: Larry L. Pinson
 Phone: (775) 850-1440
 Fax: (775) 850-1444

2. Name of Landlord (Lessor): Rainwood, LTD.

3. Address of Landlord: Manager
 507 Casazza Drive, Suite D
 Reno, NV 89502
 (775) 750-6429
 rainwoodltd@gmail.com

4. Property contact: Dan Joseph

5. Address of Lease property: 431 West Plumb Lane
 Reno, Nevada 89509

a. Square Footage:

Rentable 4832
 Useable

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot	
\$0.00	1		November 1, 2012 - November 30, 2012	\$0.00	
\$6,474.88	12	\$77,698.56	December 1, 2012 - October 31, 2013	\$1.34	
0.00%	\$6,474.88	12	\$77,698.56	November 1, 2013 - October 31, 2014	\$1.34
3.00%	\$6,669.13	12	\$80,029.56	November 1, 2014 - October 31, 2015	\$1.38
0.00%	\$6,669.13	12	\$80,029.56	November 1, 2015 - October 31, 2016	\$1.38
3.00%	\$6,869.20	12	\$82,430.40	November 1, 2016 - October 31, 2017	\$1.42
0.00%	\$6,869.20	12	\$82,430.40	November 1, 2017 - October 31, 2018	\$1.42
c. Total Lease Consideration:		72	\$480,317.04	\$8.28	

d. Option to renew:

Yes No Renewal terms: 1 additional 6 year term

e. Holdover notice:

of Days required Holdover terms: 90 days, 5%

f. Term:

g. Pass-thrus & CAMS

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:

\$1.43 - \$1.78

n. Specific termination clause in lease:

Breach/Default lack of funding

o. Lease will be paid for by Agency Budget Account Number:

6. Purpose of the lease: to house the Nevada State Board of Pharmacy

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 renewal of this lease at a reduced rate, and adding full service. The new lease creates a savings of \$20,798.84 in years 1 & 2, \$9,662.06 in years 3 & 4, \$4,860.28 in years 5 & 6, for total rent savings of \$35,321.19, or 7.5%. Savings on ancilliary costs are estimated at \$107,850.24, for a total savings over the term of \$143,171.43, or 30%.

Exceptions/
Special
notes:

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SEP 05 2012

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

Lease 12


STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20071105370			
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:	_____			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

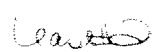
a. I/we have considered the reasonableness of the terms of this lease, including cost	<input type="checkbox"/> YES <input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input type="checkbox"/> YES <input type="checkbox"/> NO



Authorized Signature Date
Public Works Division, Buildings and Grounds Section

Authorized Signature - Agency Date

For Board of Examiners YES NO



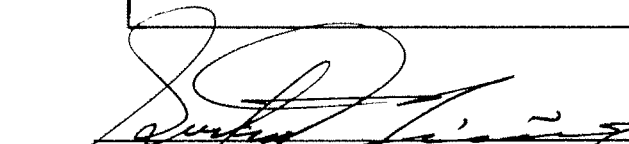
STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

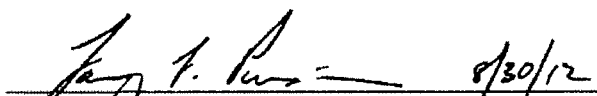
a. Nevada Business ID Number:	<u>NV20071105370</u>		
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/> LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<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>N/A</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 9-4-12


 Authorized Signature - Agency _____
 EXECUTIVE SECRETARY

Date 8/30/12

//
 For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by: <u>LC</u>	<u>9/12/21</u>
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Nevada State Board of Nursing
Debra Scott (775) 687-7700; nursingboard@nsbn.state.nv.us

2. Name of Landlord (Lessor): 5011 Meadowood Mall Way, LLC
Attention: Victor Castello

3. Address of Landlord: PO Box 3532
Saratoga, California 95070

4. Property contact: Victor Castello (408) 656-3957
Property Manager: Kelly McKenzie, EBMC (775) 827-7808

5. Address of Lease property: 5011 Meadowood Mall Way, Suite #300
Reno, Nevada 89502

a. Square Footage: Rentable 5000
 Useable

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$7,500.00	12	\$90,000.00	November 1, 2012 - October 31, 2013	\$ 1.50
\$7,500.00	12	\$90,000.00	November 1, 2013 - October 31, 2014	\$ 1.50
6.67% \$8,000.00	12	\$96,000.00	November 1, 2014 - October 31, 2015	\$ 1.60
0.00% \$8,000.00	12	\$96,000.00	November 1, 2015 - October 31, 2016	\$ 1.60
6.25% \$8,500.00	12	\$102,000.00	November 1, 2016 - October 31, 2017	\$ 1.70
0.00% \$8,500.00	12	\$102,000.00	November 1, 2017 - October 31, 2018	\$ 1.70
c. Total Lease Consideration:		72	\$372,000.00	

d. Option to renew: Yes No
Renewal terms: 90 days written notice
30 calendar days

e. Holdover notice: # of Days required: 30 days
Holdover terms: 10% increase after 90 days

f. Term: Six (6) years, or seventy-two (72) 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: \$1.50 - \$1.70

n. Specific termination clause in lease: Breach/Default lack of funding

o. Lease will be paid for by Agency Budget Account Number: B017

6. Purpose of the lease: To house the Nevada State Board of Nursing

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

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SEP 21 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

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 new lease creates a savings of: \$21,300.00 for year 1; \$21,300.00 for year 2; \$15,300.00 for year 3; \$15,300.00 for year 4; \$9,300.00 for year 5; and \$9,300.00 for year 6. This is a **total savings of \$91,800.00** or 28% over the term of the six years.

Exceptions/Special notes:

Loans # 3

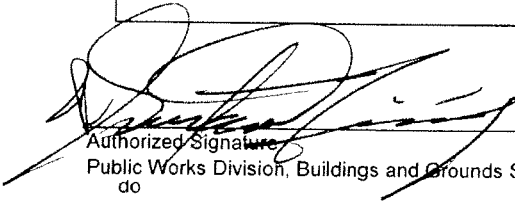
STATEWIDE LEASE INFORMATION

8. State of Nevada Business License information:

a. Nevada Business ID Number:	NV20001042605		
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: *If yes, please explain in exceptions section	<input checked="" type="checkbox"/> YES	<input 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:	n/a		

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 9-20-12
 Public Works Division, Buildings and Grounds Section
 do


 Authorized Signature - Agency _____ Date 9/10/12

For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by:	<i>SLB</i>
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Business and Industry
 Division of Industrial Relations
 Contact: Lori Myer (775) 684-7073; lmyer@business.nv.gov

2. Name of Landlord (Lessor): Kietzke Office Complex, LLC

3. Address of Landlord: 4600 Kietzke Lane #G-170
 Reno, Nevada 89502

4. Property contact: Lorrie Desidero (775) 825-5311

5. Address of Lease property: 4600 Kietzke Lane, Suite #F-151, #F-153, #E-144, and #E-143, Reno, Nevada 89502.

a. Square Footage: Rentable 10,637 990 additional square feet of office space plus the existing 9,647 square feet.

Useable

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot	
Increase %	0.00%	\$13,508.99	12	\$162,107.88	November 1, 2012 - October 31, 2013	\$ 1.27
	0.00%	\$13,508.99	12	\$162,107.88	November 1, 2013 - October 31, 2014	\$ 1.27
	3.15%	\$13,934.47	12	\$167,213.64	November 1, 2014 - October 31, 2015	\$ 1.31
	0.00%	\$13,934.47	12	\$167,213.64	November 1, 2015 - October 31, 2016	\$ 1.31
	3.00%	\$14,359.95	12	\$172,319.40	November 1, 2016 - October 31, 2017	\$ 1.35
	0.00%	\$14,359.95	12	\$172,319.40	November 1, 2017 - October 31, 2018	\$ 1.35

c. Total Lease Consideration: 72 \$1,003,281.84

d. Option to renew: Yes No Renewal terms:

e. Holdover notice: # of Days required Holdover terms:

f. Term: Six (6) years, or seventy-two (72) months

g. Pass-thrus & CAMS No

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: \$1.50 - \$1.70

n. Specific termination clause in lease: Breach/Default lack of funding

o. Lease will be paid for by Agency Budget Account Number: 4685 04, 4682, 4680

6. Purpose of the lease: To house the Division of Industrial Relations.

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 renegotiated the existing lease to a lower rate per square foot, added 990 additional square feet of office space, and extended the lease term. The additional space will allow for an expansion of the training room; additional space in the IT room; office space for staff growth, and a central file location.

Exceptions/Special notes:

Lease #4

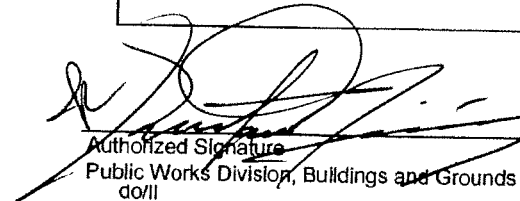
STATEWIDE LEASE INFORMATION

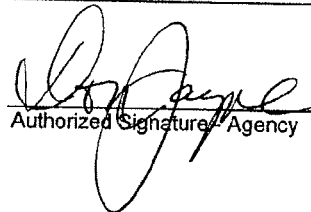
8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20071118750		
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:	T27020158		

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 9-12-12
 Public Works Division, Buildings and Grounds Section
 do/ll


 Authorized Signature _____ Agency _____ Date 9/12/12

For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Conservation and Natural Resources
 Division of Water Resources
 901 South Stewart Street, Suite 2002
 Carson City, Nevada 89701
 contact: Bonnie Kordonowy
 phone: (775) 684-2863 fax: (775) 684-2811 bkordonowy@water.nv.gov

2. Name of Landlord (Lessor): Shadow Medical LLC, 23586 Calabasas Road, Suite 100, Calabasas, California 91302
 Shadow Park LLC, 12441 Ventura Court, Studio City, California 91604
 Shadow Investors LLC, 901 North Whittier Drive, Beverly Hills, California 90210

3. Address of Landlord: c/o 1st London Real Estate
 12441 Ventura Court
 Studio City, California 91604

4. Property contact: contact: Greg DeRubeis
 phone: (818) 505-0303 x107 fax: (818) 505-9636
 gderubeis@1stlondon.net

5. Address of Lease property: 400 Shadow Lane, Suites 201 & 203
 Las Vegas, Nevada 89106

a. Square Footage: Rentable
 Useable 2,755

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$4,931.45	12	\$59,177.40	November 1, 2012 - October 31, 2013	\$1.790
\$4,931.45	12	\$59,177.40	November 1, 2013 - October 31, 2014	\$1.790
\$5,104.05	12	\$61,248.60	November 1, 2014 - October 31, 2015	\$1.853
\$5,104.05	12	\$61,248.60	November 1, 2015 - October 31, 2016	\$1.853

Increase % 3.4%

c. Total Lease Consideration: 48 \$240,852.00

d. Option to renew: Yes No Renewal terms: One identical term

e. Holdover notice: # of Days required 90 Holdover terms: 10%

f. Term: Four (4) 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: 4211

6. Purpose of the lease: To house the Division of Water Resources

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 from the current rate of \$2.138 to \$1.790 for years 1 and 2, and \$1.853 for years 3 and 4. Creating a savings of \$11,520.24 for year 1, \$11,520.24 for year 2, \$9,449.04 for year 3 and \$9,449.04 for year 4. For a total savings of \$32,489.52 over the Four (4) year term.

Exceptions/
Special
notes:

[Empty box for exceptions and special notes]

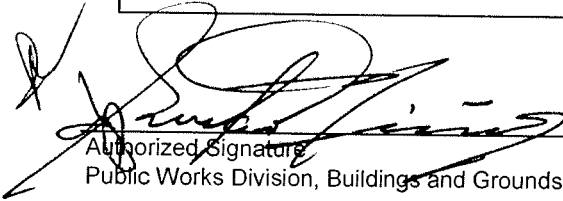
STATEWIDE LEASE INFORMATION

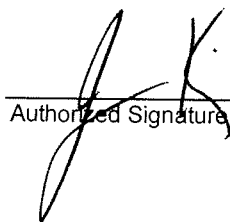
8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20051025939			
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				
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:	Vendor #: T29016850			

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

 9-12-12
 Authorized Signature Date
 Public Works Division, Buildings and Grounds Section

 9/4/12
 Authorized Signature - Agency Date

II
For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Employment, Training and Rehabilitation
 Employment Security Division, JobConnect
 Tami Nash (775) 684-3891; Fax (775) 684-3848; TLNash@nvdetr.org
 Kelly Karch (775) 684-3917; kdkarch@nvdetr.org

2. Name of Landlord (Lessor): North Carson LLC
 c/o John Uhart Commercial Real Estate Services

3. Address of Landlord: 301 West Washington Street #1
 Carson City, Nevada 89703

4. Property contact: John Uhart (775) 884-1896; Fax (775) 884-4896; jfuhart@ccim.net

5. Address of Lease property: 1923 N. Carson Street, Suite #102 and #104
 Carson City, Nevada 89701

a. Square Footage: Rentable Useable 5,830

b. Cost:

	cost per month	# of months in time frame	cost per year	time frame	cost per square foot	
	\$7,695.60	12	\$92,347.20	November 1, 2012 - October 31, 2013	\$1.32	
Increase %	0.00%	\$7,695.60	12	\$92,347.20	November 1, 2013 - October 31, 2014	\$1.32
	2.94%	\$7,928.80	12	\$95,145.60	November 1, 2014 - October 31, 2015	\$1.36
Increase %	0.00%	\$7,928.80	12	\$95,145.60	November 1, 2015 - October 31, 2016	\$1.36
	3.55%	\$8,220.30	12	\$98,643.60	November 1, 2016 - October 31, 2017	\$1.41

c. Total Lease Consideration: 60 \$473,629.20

d. Option to renew: Yes No Renewal terms: 1 identical Lease term with 90 days written notice

e. Holdover notice: # of Days required: 30 calendar days Holdover terms: 5% increase after 90 days

f. Term: 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: \$1.30 - \$1.50

n. Specific termination clause in lease: Breach/Default lack of funding

o. Lease will be paid for by Agency Budget Account Number: 4770

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DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

6. Purpose of the lease: To house the DETR, Employment Security Division

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 new rental rate created a savings: Year 1 \$6,996.00; Year 2 \$6,996.00; Year 3 \$4,197.60; Year 4 \$4,197.60; and Year 5 \$699.60. This is a total savings of \$23,086.80 over the term of the lease.

Exceptions/ Special notes:


STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20041274649</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:	<u>T27010077</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
do//
Date 9/6/12



Authorized Signature - Agency
Date 9/5/12

For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Employment, Training and Rehabilitation
 Employment Security Division, JobConnect
 Tami Nash (775) 684-3891; Fax (775) 684-3848; TLNash@nvdeetr.org
 Kelly Karch (775) 684-3917; kdkarch@nvdeetr.org

2. Name of Landlord (Lessor): North Carson LLC
 c/o John Uhart Commercial Real Estate Services

3. Address of Landlord: 301 West Washington Street #1
 Carson City, Nevada 89703

4. Property contact: John Uhart (775) 884-1896; Fax (775) 884-4896; jfuhart@ccim.net

5. Address of Lease property: 1929 N. Carson Street
 Carson City, Nevada 89701

a. Square Footage: Rentable
 Useable 8,750

cost per month	# of months in time frame	cost per year	time frame	cost per square foot
\$11,550.00	12	\$138,600.00	November 1, 2012 - October 31, 2013	\$1.32
0.00% \$11,550.00	12	\$138,600.00	November 1, 2013 - October 31, 2014	\$1.32
Increase % 2.94% \$11,900.00	12	\$142,800.00	November 1, 2014 - October 31, 2015	\$1.36
0.00% \$11,900.00	12	\$142,800.00	November 1, 2015 - October 31, 2016	\$1.36
Increase % 3.55% \$12,337.50	12	\$148,050.00	November 1, 2016 - October 31, 2017	\$1.41
0.00% \$12,337.50	12	\$148,050.00	November 1, 2017 - October 31, 2018	\$1.41
Increase % 2.76% \$12,687.50	12	\$152,250.00	November 1, 2018 - October 31, 2019	\$1.45
c. Total Lease Consideration:		84	\$1,011,150.00	

d. Option to renew: Yes No Renewal terms: 1 identical Lease term with 90 days written notice

e. Holdover notice: # of Days required: 30 calendar days Holdover terms: 5% increase after 90 days

f. Term: 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: 4770, 4767, 3265, 3254

6. Purpose of the lease: To house the DETR, Employment Security Division, JobConnect

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 new rental rate created a savings: Year 1 \$10,500.00 Year 2 \$10,500.00; Year 3 \$6,300.00; Year 4 \$6,300.00; Year 5 \$1,050.00; and Year 6 \$1,050.00. Year 7 is an increase of \$3,150.00. This is a savings of \$32,550.00 over the term of the Lease.

Exceptions/Special notes:

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 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

Lease # 7


STATEWIDE LEASE INFORMATION

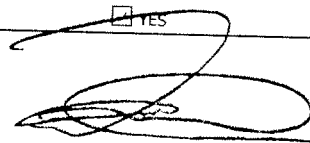
8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20041274649		
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			
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	T27010077		

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 type="checkbox"/> YES	<input type="checkbox"/> NO


 Authorized Signature
 Public Works Division, Buildings and Grounds Section
 do/ll
 9/6/12 /Date


 Authorized Signature - Agency
 9/5/12 /Date

For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by: <i>K. Johnson</i>	9/8/12
Reviewed by: <i>Stan</i>	9/10/12
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Employment, Training and Rehabilitation
Employment Security Division
contact: Tami Nash (775) 684-3891; Fax (775) 684-3848; TLNash@nvdetr.org
contact: Kelly Karch (775) 684-3917; kdkarch@nvdetr.org

2. Name of Landlord (Lessor): North Carson LLC
c/o John Uhart Commercial Real Estate Services

3. Address of Landlord: 301 West Washington Street #1
Carson City, Nevada 89703

4. Property contact: John Uhart (775) 884-1896; Fax (775) 884-4896; jfuhart@ccim.net

5. Address of Lease property: 1941 N. Carson Street
Carson City, Nevada 89701

a. Square Footage: Rentable 2,500
 Useable

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	cost per square foot
\$3,300.00	12	\$39,600.00	November 1, 2012 - October 31, 2013	\$FY13-14 1.320
0.00% \$3,300.00	12	\$39,600.00	November 1, 2013 - October 31, 2014	\$FY14-15 1.320
2.94% \$3,400.00	12	\$40,800.00	November 1, 2014 - October 31, 2015	\$FY15-16 1.360
0.00% \$3,400.00	12	\$40,800.00	November 1, 2015 - October 31, 2016	\$FY16-17 1.360
3.55% \$3,525.00	12	\$42,300.00	November 1, 2016 - October 31, 2017	\$FY17-18 1.410
0.00% \$3,525.00	12	\$42,300.00	November 1, 2017 - October 31, 2018	\$FY18-19 1.410
2.76% \$3,625.00	12	\$43,500.00	November 1, 2018 - October 31, 2019	\$FY19-20 1.450

Increase %

c. Total Lease Consideration: 84 \$288,900.00

d. Option to renew: Yes No Renewal terms: 90 days written notice

e. Holdover notice: # of Days required One (1) month Holdover terms: 5% increase after ninety (90) days

f. Term: Seven (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: 4770, 4767, 3265, 3254

6. Purpose of the lease: To house the Employment Security Division

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

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OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

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 new rental rate created a savings: Year 1 \$3,000.00; year 2 \$3,000.00; Year 3 \$1,800.00; Year 4 \$1,800.00; Year 5 \$300.00; Year 6 \$300.00. No savings for Year 7 an increase of \$900.00. This is a total savings of \$3,300.00 over the term of the lease.

Exceptions/Special notes:


STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20041274649</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"/>
c. Is the Contractor Exempt from obtaining a Business License:		CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
*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?		<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>T27010077</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
do/ll
Date 9/6/12


Authorized Signature - Agency
Date 9/5/12

For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Employment, Training and Rehabilitation, Employment Security, Veteran Services
500 East Third Street
Carson City, Nevada 89713
Tami Nash; Phone: (775) 684-3891, Fax: (775) 684-3850
tnash@nvdetr.org

2. Name of Landlord (Lessor): J.L.K. Enterprises, dba. Pinnacle Executive Suites

3. Address of Landlord: 123 West Nye Lane, Suite 130
Carson City, Nevada 89706

4. Property contact: Marcey Draper
Phone: (775) 884-6123, Fax (775) 885-0815
mgr@pinnacleexecutivesuites.com

5. Address of Lease property: 123 West Nye Lane, Suite 726
Carson City, Nevada 89706

a. **Approximate**
Square Footage:

Rentable
 Useable 300

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$500.00	11	\$5,500.00	November 1, 2012 - October 31, 2013	\$1.667
\$500.00	12	\$6,000.00	October 1, 2013 - September 30, 2014	\$1.667
\$500.00	12	\$6,000.00	October 1, 2014 - September 30, 2015	\$1.667

Increase %

0.00%

c. Total Lease Consideration:

Yes No 35 \$17,500.00

d. Option to renew:

Yes No Renewal terms: 1 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:

4770

6. Purpose of the lease: To house the Department of Employment, Training and Rehabilitation, Veteran 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
 - Other

a. Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

Remarks: Leasing Services negotiated this full services lease, previously this agency had housed 1 Full Time Employee in 1250 sq ft @ \$1,486.26 per month. This move results in a efficiency in reduction of space and a savings of \$986.26 per month over previous lease, for a total savings of \$34,519.10 (or 66%). This location is a full service Executive Suite, which includes receptionist services, 24 hr voice mail, conference room services, mail services, 24/7 access, printer & photocopier available, on site manager, and 5 day janitorial. This lease contains zero (0) increases over the 3 year term.

RECEIVED

SEP 04 2012 Page 1 of 2

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

100049

Exceptions/
Special
notes:

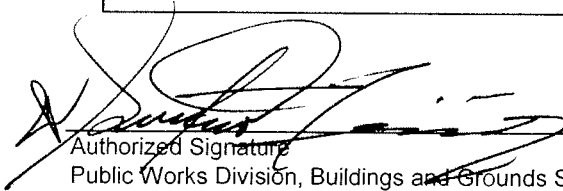
STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20041361657		
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 checked="" 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 Contractor's 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:	_____		

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

8-31-12
 Date


 Authorized Signature - Agency

8/28/12
 Date

II
 For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 Division of Health Care Finance and Policy
 1000 East William Street, Carson City, Nevada 89701
 contact: Jason Bouchard (702) 668-4202 jason.bouchard@dhcfp.nv.gov
 phone: (775) 684-3600 fax: (775) 687-3893

2. Name of Landlord (Lessor): 4-D Limited Partnership
 Dr. Dhalla

3. Address of Landlord: 4343 Market Street
 Riverside, California 92501

4. Property contact: Jason Simon - Gatski Commercial
 phone: (702) 221-8226 fax: (702) 262-6926 email: jason@gatskicommercial.com

5. Address of Lease property: 1210 South Valley View, Suite 104
 Las Vegas, Nevada 89102

a. Square Footage: Rentable
 Useable 13,126

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	cost per square foot	
	\$23,626.80	12	\$283,521.60	December 1, 2012 - November 30, 2013	\$1.80	
	\$23,626.80	12	\$283,521.60	December 1, 2013 - November 30, 2014	\$1.80	
Increase %	3%	\$24,283.10	12	\$291,397.20	December 1, 2014 - November 30, 2015	\$1.85
	3%	\$24,283.10	12	\$291,397.20	December 1, 2015 - November 30, 2016	\$1.85
	3%	\$25,070.66	12	\$300,847.92	December 1, 2016 - November 30, 2017	\$1.91

c. Total Lease Consideration: 60 \$1,450,685.52

d. Option to renew: Yes No Renewal terms: one identical term

e. Holdover notice: # of Days required 90 Holdover terms: 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: 3158

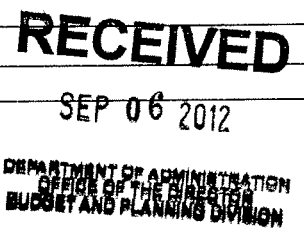
6. Purpose of the lease: To house the Division of Health Care Finance and Policy

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 to extend for four years with a reduction of square footage rent rate. Savings for year 1 is \$62,059.73, year 2 \$62,059.73, year 3 \$54,184.13, year 4 \$54,184.13, year 5 \$44,733.41; for a total savings of \$277,221.13

Exceptions/ Special notes:



Lease # 10


STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20111794394		
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:	T27029722		

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: 9/4/12


Authorized Signature - Agency
Date: 9/4/12

II
For Board of Examiners YES NO

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information: Cheyenne Air Center

a.	Nevada Business ID Number:	<u>NV19961193239</u>
b.	The Contractor is registered with the Nevada Secretary of State's Office as:	LLC [] INC [] CORP [X] LLP []
c.	Is the Contractor Exempt from obtaining a Business License:	Yes _____ No <u>X</u>
	*If yes, please explain: -	_____
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes <u>X</u> No _____
	*If no, please explain:	_____
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes <u>X</u> No _____
	*If no, please explain:	_____
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <u>X</u> No _____

[Signature] 9/12/12
 Authorized Signature - Division of State Lands Date

[Signature] 7 SEPTEMBER 2012
 Authorized Signature - Agency Date
 LTC CLAYTON CHAPPELL
 NV. RESERVE NATIONAL GUARD

For Board of Examiners Yes
 No

For Budget Division Use Only	
Reviewed by: <i>SLW</i>	9/18/12
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

Second Lease Amendment

1. Agency: Nevada Public Charter School Authority
1749 Stewart Street, Suite #40
Carson City, NV 89706-2543
contact: Steve Canavero (775) 687-9160; scanavero@spsca.nv.gov
2. Name of Landlord (Lessor): Iko Moody Ventures, LLC
c/o John Uhart Commercial Real Estate Services
3. Address of Landlord: 301 West Washington Street, Suite #1
Carson City, NV 89703
4. Property contact: John Uhart (775) 884-1896; Fax: (775) 884-4896
George Sam Oki (916) 231-0608; cell: (916) 208-2888
5. Address of Lease property: 1749 Stewart Street, Suite #40
Carson City, NV 89706-2543

RECEIVED
SEP 05 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Rentable 2,200 472 square feet added to existing 1,728 for a total of 2,200 square feet of office space
 Useable space

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$2,530.00	1	\$2,530.00	October 1, 2012 - November 30, 2012	\$ 1.15
\$2,530.00	12	\$30,360.00	December 1, 2012 - November 30, 2013	\$ 1.15
\$2,640.00	12	\$31,680.00	December 1, 2013 - November 30, 2014	\$ 1.20
\$2,640.00	12	\$31,680.00	December 1, 2014 - November 30, 2015	\$ 1.20
\$2,750.00	12	\$33,000.00	December 1, 2015 - November 30, 2016	\$ 1.25
c. Total Lease Consideration:		49	\$129,250.00	

- d. Option to renew: Yes No Renewal terms: 90 days written notice
- e. Holdover notice: # of Days required 30 days Holdover terms: 5% increase after 90 days
- f. Term: Four (4) years one (1) month
- 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: 2711

6. Purpose of the lease: To house the Nevada Public Charter School Authority

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: This lease commenced on December 1, 2011, Leasing Services originally negotiated this full services lease from the prior rate of \$1.420 to \$1.150 for years 1 & 2, \$1.200 for years 3 & 4. and \$1.250 for year 5. For a savings of \$18,744.00 over the remaining four (4) years of this term.

Exceptions/Special notes: The additional space will accommodate placement of two (2) new FTE's into the office environment.

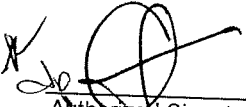
STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20071243806</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"/>
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	<input type="checkbox"/>
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:	<u>T27018956</u>		

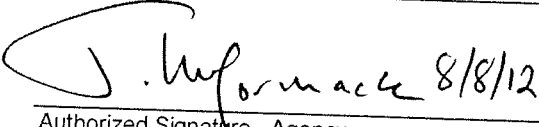
9. Compliance with NRS 331.110, Section 1, Paragraph 2:

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
 do

8/9/12
 Date



 Authorized Signature - Agency
 Date

Tom McFormack for Steve Canavero

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: **13786**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: UTILITECH INC
Agency Code: 030	Contractor Name: UTILITECH INC
Appropriation Unit: 1038-10	Address: PO BOX 481934
Is budget authority available?: Yes	City/State/Zip: KANSAS CITY, MO 64148-1934
If "No" please explain: Not Applicable	Contact/Phone: Michael L. Brosch 816/525-5211
	Vendor No.: T27014478A
	NV Business ID: NV20101263063
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 %	Regulatory Assessments
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: 13001

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2012**

Anticipated BOE meeting date 10/2012

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: **Expert Witness**

5. Purpose of contract:

This is a new contract to provide assistance as an expert witness in the field of economics in analyzing revenue requirements in general rate applications of electric and natural gas utilities before the Nevada Public Utilities Commission and perform other tasks as required by the Bureau of Consumer Protection.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$225,000.00**

Payment for services will be made at the rate of \$155.00 per hour maximum

Other basis for payment: Plus travel or per diem expenses at GSA rates.

II. JUSTIFICATION

7. What conditions require that this work be done?

Statutory requirement to represent consumers' interests in matters before the Public Utilities Commission and any legislature, board or commission with jurisdiction over Nevada regulated public utilities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Specialized expertise is required by our office to adequately protect the public interest.

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?

Utilitech was chosen in preference to others for their specialized expertise, availability and reasonable rates.

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:

Utilitech, Inc. has been under contract by the BCP for similar duties in numerous dockets since 2006. All prior work has been completed 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: 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	hrobinso	08/31/2012 10:21:02 AM
Division Approval	hrobinso	08/31/2012 10:21:06 AM
Department Approval	hrobinso	08/31/2012 10:21:11 AM
Contract Manager Approval	hrobinso	09/06/2012 09:54:14 AM
Budget Analyst Approval	csawaya	09/06/2012 13:03:54 PM
BOE Agenda Approval	sbrown	09/08/2012 10:27:47 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: **13808**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: KANDT, JENNIFER M
Agency Code: 030	Contractor Name: KANDT, JENNIFER M
Appropriation Unit: 1042-10	Address: 1235 PATRICK AVE
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89509
If "No" please explain: Not Applicable	Contact/Phone: null775/232-1751
	Vendor No.: T27011850
	NV Business ID: NV20101200559
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 Assessments

Agency Reference #: 030

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/17/2012**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/16/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Admin Support**

5. Purpose of contract:

This is a new contract to provide administrative support to the Committee on Domestic Violence and other program related duties, which may include: (1) meetings with the chairman and Committee legal counsel; (2) preparing agendas, (3) making travel arrangements for committee members, (4) taking minutes of meetings; (5) tracking of certifications, (6) monitoring and evaluations of programs; (7) drafting related correspondence as needed; (8) maintain committee records, (9) extensive contact with treatment providers; (10) collecting and distributing research on related trainings, publications, and other information; and other duties as assigned.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,600.00**

Payment for services will be made at the rate of \$23.00 per hour

Other basis for payment: This contract shall include travel expenses at the GSA rates for any and all Committee-related business and activity.

II. JUSTIFICATION

7. What conditions require that this work be done?

Statutory mandate NRS 228.470(2)(b).

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees with the knowledge, expertise and impartiality necessary 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):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Only two (2) proposals were submitted in response to the solicitation. This vendor had the highest evaluation of the two (2) proposals received by the office.

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:

This contractor has been under contract with the Attorney General's Office in the capacity as set forth in the "Purpose of Contract" from October 17, 2005 to the present. She is also under contract as the Accountant for the SAVIN Grant which is also part of the Attorney General's Office.

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	09/02/2012 13:34:35 PM
Division Approval	chowle	09/04/2012 16:58:16 PM
Department Approval	chowle	09/12/2012 13:34:03 PM
Contract Manager Approval	ngarci1	09/12/2012 13:42:28 PM
Budget Analyst Approval	csawaya	09/12/2012 14:14:18 PM
BOE Agenda Approval	sbrown	09/13/2012 09:59:16 AM
BOE Final Approval	Pending	

**File Name: Jennifer Kandt.msg PDF Conversion Status is Warning:
File type not supported**

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: **13762**

Agency Name: UNCLAIMED PROPERTY	Legal Entity Name: HUNTINGTON GEM LAB LLC
Agency Code: 054	Contractor Name: HUNTINGTON GEM LAB LLC
Appropriation Unit: 3815-04	Address: 7385 W SAHARA STE 1
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89117
If "No" please explain: Not Applicable	Contact/Phone: null702/810-6103
	Vendor No.: T27021390
	NV Business ID: NV20081264098
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 % Abandoned Property Receipts

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Jewelry Appraisal**

5. Purpose of contract:

This is a new contract to provide appraisal of safekeeping items to be auctioned off at the annual auction held in December of each year.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,000.00**

Payment for services will be made at the rate of \$125.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 120A.610 mandates that abandoned safe deposit box contents be sold at public auction within two years of receipt. A professional appraiser is necessary to establish fair market value for the items auctioned.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State Treasurer's Office employees do not possess the expertise necessary to perform professional appraisal 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?

This vendor was the only response to the solicitation. He is highly qualified and has performed this service for the Unclaimed Property division in the past.

d. Last bid date: 06/05/2012 Anticipated re-bid date: 05/01/2016

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:

The Unclaimed Property division has used his services from 10/01/2008 through 11/30/2011. His service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	kmill14	08/28/2012 10:46:02 AM
Division Approval	kmill14	08/28/2012 10:46:12 AM
Department Approval	klangle1	08/28/2012 14:25:06 PM
Contract Manager Approval	llamm	08/28/2012 14:31:58 PM
Budget Analyst Approval	kkolbe	08/28/2012 15:37:06 PM
BOE Agenda Approval	cwatson	09/18/2012 13:13:23 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: **13805**

Agency Name: **UNCLAIMED PROPERTY**
 Agency Code: **054**
 Appropriation Unit: **3815-04**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **WOLF PACK SPORTS PROPERTIES**
 Contractor Name: **WOLF PACK SPORTS PROPERTIES**
 Address: **LLC**
505 HOBBS RD
 City/State/Zip: **JEFFERSON CITY, MO 65109-5788**
 Contact/Phone: **Andy McDowell 573/893-7200**
 Vendor No.: **T27023659**
 NV Business ID: **T27023659**

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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/09/2013**

Contract term: **1 year and 8 days**

4. Type of contract: **Contract**

Contract description: **Marketing Contract**

5. Purpose of contract:

This is a new contract to provide direct marketing of the Nevada Unclaimed Property program to the public attending football games at the University of Nevada, Reno and the University of Nevada, Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

Other basis for payment: Payment for services will be made at the rate of \$30,000.00 per contract term.

II. JUSTIFICATION

7. What conditions require that this work be done?

The request is to increase consumer knowledge concerning the unclaimed property program and the owners rights to consumer protection of their funds.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a partnership with Wolf Pack Sports wherein we supply the goods and services and they supply the venue and publications to exhibit the materials we provide.

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 #: 120803

Approval Date: 08/30/2012

c. Why was this contractor chosen in preference to other?

This vendor is the exclusive advertising provider for UNLV and UNR.

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:

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	klangle1	08/31/2012 07:37:16 AM
Division Approval	klangle1	08/31/2012 07:37:20 AM
Department Approval	klangle1	08/31/2012 07:37:24 AM
Contract Manager Approval	llamm	08/31/2012 07:41:20 AM
Budget Analyst Approval	dhumphre	09/04/2012 15:30:03 PM
BOE Agenda Approval	cwatson	09/19/2012 10:00:19 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor



Jeff Mohlenkamp
Director

Greg Smith
Purchasing Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

515 East Mussor Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

Purchasing Use Only:
120803

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 State Treasurer's Office, Deputy Treasurer Kelli Miller, PhD, Unclaimed Property Division, 702.486.390, kamiller@nevadatreasurer.gov*
702-486-3907
- b. Vendor contact information: *Wolf Pack Sports Properties, General Manager Andy McDowell, 775.327.2070, amcdowell@wolfpacksportsproperties.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:

Advertising sponsorship between the State Treasurer and Wolf Pack Sports Properties. This agreement includes radio spots and game sponsorships for both UNR and UNLV Football games for the Fall of 2012 and Spring 2013 semesters. Football game sponsorship advertising includes signage in the arena, ads and logs on programs ads, concourse displays, in-game promotions, public address announcements, video board displays, halftime interviews, and prize giveaways.

3. Describe the unique qualification required for the service or good to be purchased:

The State can only purchase this specific advertising package through Wolf Pack Sports Properties, the exclusive advertising provider for UNR and UNLV for this scope of work.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

The State can only purchase this specific advertising package through Wolf Pack Sports Properties, the exclusive advertising provider for UNR and UNLV for this scope of work.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

The State would lose a valuable opportunity to reach families and individuals across Nevada who listen to and attend UNR and UNLV football games to inform them about the benefits of the Nevada Unclaimed Property program and its mission to return funds to the rightful owner.

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.

See previous statements

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

The Treasurer's Office negotiated with Wolf Pack Sports Properties to reach an amicable agreement for services and costs.

8. What is the estimated value and length of the contract, amendment or request?

The length of the contract is from October 9, 2012 to October 9, 2013.

a. New contract Y N 08/30/12. \$30,000.00 per Kelli Miller (C)

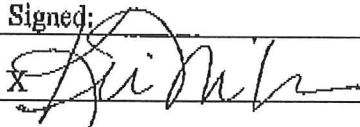
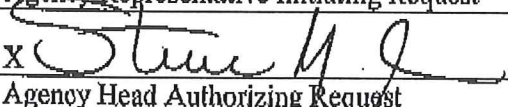
b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Nevada State Treasurer's Office hereby requests approval for Wolf Pack Sports Properties
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 	8/28/12
Agency Representative Initiating Request	Date
X 	8/28/12
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:

<input checked="" type="checkbox"/> <i>Randall Oertel</i>	<i>8/30/12</i>
Administrator, Purchasing Division	Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 13684	Amendment Number: 1
Agency Name: ADMINISTRATION - DIRECTOR'S OFFICE	Legal Entity Name: ARBITRAGE COMPLIANCE
Agency Code: 080	Contractor Name: ARBITRAGE COMPLIANCE
Appropriation Unit: 1340-10	Address: SPECIALISTS INC 5975 S QUEBEC ST STE 205
Is budget authority available?: Yes	City/State/Zip: CENTENNIAL, CO 80111-4566
If "No" please explain: Not Applicable	Contact/Phone: DOUG PAHNKE 800/672-9993
	Vendor No.: T27029876
	NV Business ID: NV20121023868

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 %	IFC Contingency Fund

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/14/2012**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **06/30/2013**

Termination Date:

Contract term: **289 days**

4. Type of contract: **Contract**

Contract description: **Arbitrage Compliance**

5. Purpose of contract:

This is the first amendment to the original contract, which provides arbitrage compliance services to assist the state in complying with the Internal Revenue Services's rules and regulations regarding arbitrage. This amendment increases the maximum amount from \$9,999.00 to \$33,390.00 due to increased work to be performed.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,999.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$23,391.00
4. New maximum contract amount:	\$33,390.00

II. JUSTIFICATION

7. What conditions require that this work be done?

This work was previously performed at the Controller's Office. However, that person is retiring and it has been determined that this expertise should be outsourced.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Specialized expertise not currently available through state employees.

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:

Previous contract, FY12, with the Budget Office; quality 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: 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	csweeney	09/26/2012 15:26:26 PM
Division Approval	csweeney	09/26/2012 15:26:31 PM
Department Approval	csweeney	09/26/2012 15:26:36 PM
Contract Manager Approval	csweeney	09/26/2012 15:29:10 PM
Budget Analyst Approval	ekin4	09/28/2012 07:19:37 AM
BOE Agenda Approval	jborrowm	09/28/2012 08:18:06 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: **13800**

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: **AMERICAN CHILLER SERVICE INC**
 Contractor Name: **AMERICAN CHILLER SERVICE INC**
 Address: **AMERICAN CHILLER SERVICE INC
 745 E. GREG STREET, STE 5
 RENO, NV 89431**
 City/State/Zip: **RENO, NV 89431**
 Contact/Phone: null775-322-9900
 Vendor No.: T29015907
 NV Business ID: NV19921063155

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? **No** or b. other effective date **11/01/2012**
 Anticipated BOE meeting date 10/2012

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 repair, replacement, and service to HVAC systems in various State buildings in the Northern Nevada area, only to be used 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: **\$95,000.00**

Other basis for payment: Regular time (8:00am-5:00pm) \$105 per hour; Overtime and Weekends \$157.50 per hour; Holidays \$210.00 per hour; Parts and materials to be charged at price plus 40%

II. JUSTIFICATION

7. What conditions require that this work be done?

HVAC equipment requires repair, replacement, and service to maintain a 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 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 HVAC services on file. Per SAM 0338.0, each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 08/01/2012 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:
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	09/06/2012 15:18:43 PM
Division Approval	wsalisp1	09/06/2012 15:18:46 PM
Department Approval	wsalisp1	09/06/2012 15:18:48 PM
Contract Manager Approval	wsalisp1	09/06/2012 15:18:51 PM
Budget Analyst Approval	jrodrig9	09/08/2012 13:29:39 PM
BOE Agenda Approval	cwatson	09/19/2012 09:49:00 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13795**

Agency Name: **STATE PUBLIC WORKS DIVISION**
 Agency Code: **082**
 Appropriation Unit: **1585-10**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **HARRIS CONSULTING ENGINEERS**
 Contractor Name: **HARRIS CONSULTING ENGINEERS LLC**
 Address: **6630 SURREY ST STE 100**
 City/State/Zip: **LAS VEGAS, NV 89119**
 Contact/Phone: null702/269-1575
 Vendor No.: T27003439
 NV Business ID: NV20011085889

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 %	X Bonds	100.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 47425

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **2 years and 272 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Servs**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for design development and construction documents - separate fire/smoke system and upgrade HVAC system, Grant Sawyer Office Building; Project No. 11-M08a, Contract No. 47425.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$89,000.00**

Other basis for payment: monthly progress payments on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by 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	08/30/2012 15:55:08 PM
Division Approval	dgrimm	08/30/2012 15:55:12 PM
Department Approval	dgrimm	08/30/2012 15:55:15 PM
Contract Manager Approval	dgrimm	08/30/2012 16:07:13 PM
Budget Analyst Approval	jrodrig9	08/31/2012 11:59:35 AM
BOE Agenda Approval	cwatson	09/18/2012 12:33:07 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: **13767**

Agency Name: PURCHASING DIVISION	Legal Entity Name: East Valley Family Services
Agency Code: 083	Contractor Name: East Valley Family Services
Appropriation Unit: 1362-17	Address: 1800 East Sahara, Suite 111
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89104
If "No" please explain: Not Applicable	Contact/Phone: Alicia Davisson 702-369-9433
	Vendor No.:
	NV Business ID: NV20041481002
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 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Foods**

5. Purpose of contract:

This is a new contract to distribute USDA food to low-income households participating in the Commodity Supplemental Food Program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,600,000.00**

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 and federal funding is available to the State for the Commodity Supplemental Food Program administered by the State Agency. Federal funding provided does not require a state match.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The program is designed to contract with social services non-profit agencies in order to facilitate the benefits of the program that utilize volunteers.

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 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:

Currently under contract with this agency and 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	09/06/2012 12:18:37 PM
Division Approval	kperondi	09/06/2012 12:18:40 PM
Department Approval	kperondi	09/06/2012 12:18:42 PM
Contract Manager Approval	mmatovin	09/10/2012 07:48:18 AM
Budget Analyst Approval	sbrown	09/12/2012 09:20:48 AM
BOE Agenda Approval	sbrown	09/12/2012 09:20:53 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: **13766**

Agency Name: PURCHASING DIVISION	Legal Entity Name: Food Bank of Northern Nevada
Agency Code: 083	Contractor Name: Food Bank of Northern Nevada
Appropriation Unit: 1362-17	Address: 550 Italy way
Is budget authority available?: Yes	City/State/Zip: McCarran, NV 89434
If "No" please explain: Not Applicable	Contact/Phone: Cherie Jamason 775-331-3663
	Vendor No.:
	NV Business ID: NV19831012424
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 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Foods**

5. Purpose of contract:

This is a new contract to distribute USDA food to low-income households participating in the Commodity Supplemental Food Program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,200,000.00**

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 and federal funding is available to the State for the Commodity Supplemental Food Program administered by the state agency. Federal funding provided does not require a state match.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The program is designed to contract with social services non-profit agencies in order to facilitate the benefits of the program that utilize volunteers.

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 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:

Currently under contract with this agency and 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	ktarter	08/29/2012 11:11:48 AM
Division Approval	ktarter	08/29/2012 11:11:51 AM
Department Approval	ktarter	08/29/2012 11:11:54 AM
Contract Manager Approval	mmatovin	08/30/2012 08:35:17 AM
Budget Analyst Approval	csawaya	09/11/2012 07:36:39 AM
BOE Agenda Approval	sbrown	09/12/2012 09:20:13 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 CONTRACT1. Contract Number: **13768**Agency Name: **PURCHASING DIVISION**Agency Code: **083**Appropriation Unit: **1362-17**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Friends in Service Helping

Contractor Name: **Friends in Service Helping**Address: **821 Water Street**City/State/Zip: **Elko, NV 89801**

Contact/Phone: Susan Martsolf 775-738-3038

Vendor No.:

NV Business ID: NV19891032613

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 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2016**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **USDA Commodity Foods**

5. Purpose of contract:

This is a new contract to distribute USDA food to low-income households participating in the Commodity Supplemental Food Program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

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 and federal funding is available to the State for the Commodity Supplemental Food Program administered by the State Agency. Federal funding provided does not require a state match.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The program is designed to contract with social services non-profit agencies in order to facilitate the benefits of the program that utilize volunteers.

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 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:

Currently under contract with this agency and 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	09/06/2012 12:19:04 PM
Division Approval	kperondi	09/06/2012 12:19:07 PM
Department Approval	kperondi	09/06/2012 12:19:09 PM
Contract Manager Approval	mmatovin	09/10/2012 07:49:06 AM
Budget Analyst Approval	csawaya	09/11/2012 07:31:41 AM
BOE Agenda Approval	sbrown	09/12/2012 09:19:38 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: **13756**

Agency Name: **PURCHASING DIVISION**
Agency Code: **083**
Appropriation Unit: **1362-21**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **Michael Foods, Inc.**
Contractor Name: **Michael Foods, Inc.**
Address: **301 Carlson Parkway, Suite 400**
City/State/Zip: **Minnetonka, MN 55305**
Contact/Phone: **James Ruhling 412-793-7601**
Vendor No.:
NV Business ID: **NV20121357002**

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 % Various program funds - pass through costs to recipient agencies.

Agency Reference #: **RFQ 1920**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/09/2012**

Anticipated BOE meeting date **10/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 264 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Foods**

5. Purpose of contract:

This is a new contract which authorizes the contracted vendor to produce breakfast and lunch products for the National School Lunch Program using USDA commodities as ingredients.

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 increase in meal participation, school districts and other agencies use processed food products in their lunch programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies and employees do not have the ability to process USDA food. Only licensed manufacturers may do so.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was a multiple award to various vendors who met the qualifications of the RFQ.

d. Last bid date: 04/02/2012 Anticipated re-bid date: 04/04/2016

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	ktarter	08/10/2012 09:16:36 AM
Division Approval	ktarter	08/10/2012 09:16:38 AM
Department Approval	ktarter	08/10/2012 09:16:41 AM
Contract Manager Approval	jgimlin	08/15/2012 09:42:59 AM
Budget Analyst Approval	csawaya	08/24/2012 15:07:46 PM
BOE Agenda Approval	sbrown	08/27/2012 11:02:54 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: 12170	Amendment Number: 1
Agency Name: ENTERPRISE IT SERVICES	Legal Entity Name: U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE
Agency Code: 180	Contractor Name: U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE
Appropriation Unit: 1388-00	Address: PETTY CASH ACCT % SANDY FOLEY 405 S 21ST ST
Is budget authority available?: Yes	City/State/Zip: SPARKS, NV 89431-5557
If "No" please explain: Not Applicable	Contact/Phone: Ann Allan 801-625-5832
	Vendor No.: D55000050
	NV Business ID: Not Applicable

To what State Fiscal Year(s) will the contract be charged? **2012-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue

Agency Reference #: **5471**

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 **09/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **6 years and 1 day**

4. Type of contract: **Revenue Contract**

Contract description: **USFS Rack Rental**

5. Purpose of contract:

This is the first Amendment to the original revenue contract, which provides for rack space and DS0 channel rents to the Forest Service. This amendment extends the current contract termination date from June 30, 2013 to June 30, 2017. This amendment increases the maximum amount from \$59,533.96 to \$208,066.72 to due additional rack space and DS0 channel rents being added at Spruce Mountain in Elko County for the Forest Service.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$59,533.96
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$148,532.76
4. New maximum contract amount:	\$208,066.72
and/or the termination date of the original contract has changed to:	06/30/2017

II. JUSTIFICATION

7. What conditions require that this work be done?

Revenue Contract

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Revenue 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?

N/A

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:

We have had ongoing revenue contracts with the USFS for many years.

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 15:59:07 PM
Division Approval	capple	08/21/2012 08:13:39 AM
Department Approval	capple	08/21/2012 08:13:43 AM
Contract Manager Approval	bbohm	09/11/2012 07:57:39 AM
Budget Analyst Approval	ekin4	09/13/2012 12:36:51 PM
BOE Agenda Approval	jborrowm	09/18/2012 15:50:52 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13775**

Agency Name: OFFICE OF VETERAN'S SERVICES	Legal Entity Name: Creekside Hospice
Agency Code: 240	Contractor Name: Creekside Hospice
Appropriation Unit: 2561-00	Address: 3675 Pecos Mcleod Dr. Suite 900
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 80121
If "No" please explain: Not Applicable	Contact/Phone: Jerry Bolyard 702-650-7669
	Vendor No.:
	NV Business ID: NV20101432231
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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Hospice Service**

5. Purpose of contract:

This is a new contract to provide hospice services to the residents of the Nevada State Veterans Home. The hospice provides service to the home residents and then pays the home for the nursing services that the residents receive.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Payment at the current Medicaid rate of \$251.75 per day.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Home needs to provide alternative hospice sources for resident and families under CMS guidelines.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Although the HHome has a hospice program, it is required to provide outside alternatives to residents and families.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is a revenue contract. If the hospice wishes to work with the Home, NSVH becomes the vendor of health care service to the hospice organization.

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 provided service to NSVH for the last 4 years. 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	jpalm5	08/29/2012 09:12:14 AM
Division Approval	jpalm5	08/29/2012 09:12:18 AM
Department Approval	jpalm5	08/29/2012 09:12:21 AM
Contract Manager Approval	mnobles	08/30/2012 09:34:40 AM
Budget Analyst Approval	jrodrig9	08/31/2012 11:55:37 AM
BOE Agenda Approval	cwatson	09/18/2012 12:31:19 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13765**

Agency Name: **OFFICE OF VETERAN'S SERVICES**
 Agency Code: **240**
 Appropriation Unit: **2561-04**

Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **Progressive Industries, Inc.**
 Contractor Name: **Progressive Industries, Inc.**
 Address: **2733 N. Pulaski Rd.**
 City/State/Zip: **Chicago, IL 60639**
 Contact/Phone: **Neil O'Donnell 773-763-9566**
 Vendor No.: **T29017362**
 NV Business ID: **NV2919283070**

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	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	50.00 % 50% private and 50% Federal funds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
 Anticipated BOE meeting date: 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2014**
 Contract term: **1 year and 334 days**

4. Type of contract: **Contract**
 Contract description: **Bulk Oxygen Supply**

5. Purpose of contract:

This is a new contract to supply bulk oxygen to the Nevada State Veterans Home. Bulk oxygen is used in the resident rooms to supply oxygen to residents in the rooms depending on their individual needs.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00**
 Payment for services will be made at the rate of \$1.79 per CCF

II. JUSTIFICATION

7. What conditions require that this work be done?

Bulk oxygen is required for the system available in each resident room, as per Federal and State laws pertaining to long term care facilities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There is no bulk oxygen delivery available through the State system.

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 offers best price, delivery, and service.

d. Last bid date: 06/30/5588 Anticipated re-bid date: 07/01/2014

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:

Contractor has provided bulk oxygen services in the past. Those 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: 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	jpalmes	08/21/2012 09:15:59 AM
Division Approval	jpalmes	08/21/2012 09:16:02 AM
Department Approval	jpalmes	08/21/2012 09:16:05 AM
Contract Manager Approval	mnobles	08/28/2012 14:09:55 PM
Budget Analyst Approval	jrodrig9	08/30/2012 15:45:29 PM
BOE Agenda Approval	cwatson	09/18/2012 12:33:44 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13794**

Agency Name: **OFFICE OF VETERAN'S SERVICES**
Agency Code: **240**
Appropriation Unit: **2564-10**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **Palmetto Construction, Inc.**
Contractor Name: **Palmetto Construction, Inc.**
Address: **2207 West Gowan Road**
City/State/Zip: **North Las Vegas, NV 89032**
Contact/Phone: **Edward Frasier III 702-647-5992**
Vendor No.: **T27025352**
NV Business ID: **NV20061288440**

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 % Veterans Gift Fund Account

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/15/2014**

Contract term: **2 years and 14 days**

4. Type of contract: **Contract**

Contract description: **Lobby Remodel**

5. Purpose of contract:

This is a new contract for the construction phase of the lobby remodel of the Nevada State Veterans Home. This contract will cover the interior rebuilding of the main lobby and include painting, carpeting, installing skylight features, building a receptionist credenza, installing a fireplace, and installing rock veneer.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,999.00**

Other basis for payment: Based on completion of the project.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Veterans Home is remodeling the main lobby to provide a more relaxing and comfortable environment for our residents and families.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No State employees are available to do remodeling or construction 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?

This vendor scored the highest marks on the RFP - #NSVH005 - created by the Home, and was able to work within our budget.

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	jpalm5	09/04/2012 08:07:00 AM
Division Approval	jpalm5	09/04/2012 08:07:04 AM
Department Approval	jpalm5	09/04/2012 08:07:08 AM
Contract Manager Approval	mnobles	09/05/2012 08:42:58 AM
Budget Analyst Approval	jrodrig9	09/08/2012 13:20:37 PM
BOE Agenda Approval	cwatson	09/19/2012 09:43:58 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: **CONV2912** Amendment Number: **4**

Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **University of Nevada School of**

Agency Code: **403** Contractor Name: **University of Nevada School of**

Appropriation Unit: **3157-00** Address: **Medicine**

Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89557**

If "No" please explain: **Not Applicable** Contact/Phone: **Gail Smith, Director of Contracting 775-784-6003**

Vendor No.: **T27000877**

NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2007-2016**

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	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	50.00 % IGT

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2006**

Anticipated BOE meeting date **10/2012**

Retroactive? **Yes**

If "Yes", please explain

UNSOM has been providing the State with eligible Medicaid Administrative Services since July, 2011, without reimbursement.

3. Previously Approved Termination Date: **06/30/2016**

Contract term: **10 years and 2 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Health And Human Services**

5. Purpose of contract:

This is the fourth amendment to the original contract that allows the division to receive Intergovernmental transfer funds and to pay to the University of Nevada School of Medicine (UNSOM) supplemental payments of the higher costs incurred by practitioners who are associated with the training/teaching program for outpatient services. This fourth amendment incorporates administrative services into the scope of work retroactively to July 1, 2011, and increases the contract authority maximum from \$40,000,000 to \$41,034,495.05 to include administrative claiming.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$25,000,000.00
2. Total amount of any previous contract amendments:	\$15,000,000.00
3. Amount of current contract amendment:	\$1,034,495.05
4. New maximum contract amount:	\$41,034,495.05

II. JUSTIFICATION

7. What conditions require that this work be done?

To supplement costs incurred to provide eligible Medicaid administrative services associated with the training/teaching program for outpatient services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

DHCFP does not have the expertise required to provide Medicaid Administrative services, which may include, but are not limited to, utilization review, referral, follow-up for medical services, and the resolution of eligibility and coverage issues.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract.

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	trooker	09/04/2012 09:22:25 AM
Division Approval	trooker	09/04/2012 09:22:28 AM
Department Approval	bvale1	09/05/2012 09:20:20 AM
Contract Manager Approval	damarie	09/05/2012 15:50:43 PM
Budget Analyst Approval	nhovden	09/06/2012 14:29:22 PM
BOE Agenda Approval	nhovden	09/06/2012 14:29:26 PM



Brian Sandoval
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 116
Carson City, Nevada 89701

MICHAEL J. WILLDEN
Director

CHARLES DUARTE
Administrator

September 5, 2012

To: Nikki Hovden, Budget Analyst IV
Division of Budget and Planning

Through: Charles Duarte, Administrator
Division of Health Care Financing and Policy (DHCFP)

From: Darlene Amarie-Hahn, Management Analyst III
Division of Health Care Financing and Policy

Subject: Retroactive Interlocal Agreement between DHCFP and
Board of Regents of the Nevada System of Higher Education
on behalf of the University of Nevada School of Medicine

DHCFP is seeking approval to enter a retroactive agreement with Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada School of Medicine. This contract was prepared as quickly as possible and if approved, becomes effective July 1, 2011.

This Interlocal Agreement is retroactive to allow claiming for administrative services provided by the contractor previously.

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: **11723** Amendment Number: **1**

Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **Milliman, Inc.**

Agency Code: **403** Contractor Name: **Milliman, Inc.**

Appropriation Unit: **3158-04** Address: **1301 Fifth Avenue, Suite 3800**

Is budget authority available?: **Yes** City/State/Zip: **Seattle, WA 98101**

If "No" please explain: **Not Applicable** Contact/Phone: **Timothy Barclay 206-504-5603**

Vendor No.:

NV Business ID: **NV20011420475**

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.

<input checked="" type="checkbox"/>	General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	50.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **403**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2010**

Anticipated BOE meeting date **10/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **12/31/2012**Contract term: **4 years and 18 days**4. Type of contract: **Contract**Contract description: **Actuarial Services**

5. Purpose of contract:

This is the first amendment to the original contract to develop an actuarially sound methodology for capitated rates to be paid to Medicaid managed care organizations pursuant to federal mandate 42 CFR 438.6. This amendment extends the termination date from December 31, 2012 to December 31, 2014 and increases the maximum contract amount from \$700,000 to \$1,888,365 and adds Attachment A, the state form for travel reimbursement required for filing claims.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$700,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$1,188,365.00
4. New maximum contract amount:	\$1,888,365.00
and/or the termination date of the original contract has changed to:	12/31/2014

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal mandates for sound actuarial service pursuant to 42 CFR 438.6

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees lack the skills and expertise for the complexity required to establish actuarially sound rates.

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?

The scoring system for technical and cost proposals placed Milliman on top.

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:

Existing contract with DHCFP that will expire 12/31/12 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	trooker	09/04/2012 09:20:55 AM
Division Approval	trooker	09/04/2012 09:21:07 AM
Department Approval	bvale1	09/05/2012 09:17:36 AM
Contract Manager Approval	damarie	09/05/2012 15:19:13 PM
Budget Analyst Approval	nhovden	09/06/2012 15:06:11 PM
BOE Agenda Approval	nhovden	09/06/2012 15:06:16 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: **12658** Amendment Number: **3**

Agency Name: **WELFARE AND SUPPORT SERVICES** Legal Entity Name: **Chase Global Services**

Agency Code: **407** Contractor Name: **Chase Global Services**

Appropriation Unit: **3238-18** Address: **321 Cheney Street**

Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89502**

If "No" please explain: **Not Applicable** Contact/Phone: **Robert Malmrose 775-287-9120**

Vendor No.: **T29028922**

NV Business ID: **NV20031499292**

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 %
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 **12/13/2011**

Anticipated BOE meeting date 10/2012

Retroactive? **Yes**

If "Yes", please explain

Vendor agreed to continue maintenance and operation of the Business Intelligence module beyond June 30, 2012 to prevent the interruption of services provided to CSEP. DWSS is requesting the contract be approved retroactively to July 1, 2012 so that payment for services provided can be processed.

3. Previously Approved Termination Date: **12/31/2013**

Contract term: **3 years and 199 days**

4. Type of contract: **Contract**

Contract description: **Child Support**

5. Purpose of contract:

This is the third amendment to the original contract for the Division of Welfare and Supportive Services (DWSS) Child Support Enforcement Program (CSEP) to enhance the Business Intelligence module, by developing a data warehouse so that child support staff can retrieve and customize ad hoc reports to manage caseloads, ensuring that federal performance measures are met or exceeded (Phase II) and the development of ad hoc universes (Phase III). This amendment adds maintenance and operation services, which include staff and equipment to support the data warehouse and software necessary to keep the module operating at peak performance. This amendment revises consideration language, increasing contract authority by \$1,740,000, adds Attachment F - Maintenance and Operation and revises the contract termination date to June 30, 2015 to include maintenance and operations in the services provided.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$655,500.00
2. Total amount of any previous contract amendments:	\$273,125.00
3. Amount of current contract amendment:	\$1,740,000.00
4. New maximum contract amount:	\$2,668,625.00
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?

Business Intelligence module is an essential tool for monitoring and managing the performance of the CSEP, which is a federal performance based program by which states are subject to penalties for not achieving the federal performance requirements or may earn incentives based upon the federal performance measures achieved. Maintenance and operation services will include staff and equipment to support the data warehouse and software necessary to keep the module operating at peak performance.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the resources for the maintenance and operation of the CSEP Business Intelligence module.

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? Yes

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and providing satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	tdufresn	08/08/2012 08:58:56 AM
Division Approval	msmit5	08/15/2012 06:45:11 AM
Department Approval	mtorvine	08/31/2012 14:37:04 PM
Contract Manager Approval	ewatson	08/31/2012 16:16:28 PM
DoIT Approval	lmuelle1	09/04/2012 08:13:56 AM
Budget Analyst Approval	sbarkdul	09/04/2012 17:35:18 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:
#110703A

****AMENDMENT I****

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Division of Welfare and Supportive Services (DWSS)
Louise Bush, Chief of Child Support Enforcement, (775) 684-0705, lbush@dwss.nv.gov

- b. Vendor contact information:

Chase Global Services – Robert Malmrose, (775) 287-9120,
robert.malmrose@chaseglobalservices.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:

Chase Global Services (CGS) will build upon the foundation developed in Phase I of the OCSE 157 Redevelopment Project creating a state of the art Decision Support System (DSS). Phase II of the DSS Project will include designing, implementing and maintaining a data warehouse and data marts; defining, implementing and maintaining the data migration process; installing and maintaining the hardware and software necessary to operate the Business Intelligence/Decision Support System; enhancing and maintaining the existing management reports developed during Phase I; developing a Computer Based Training (CBT) application that uses the actual Nevada CSE data warehouse, data marts, and universes; delivering training; and providing Help Desk support.

The duration of Phase II is estimated between seven and ten months.

→ The duration of Phase III is three to six months.

The Child Support Enforcement Decision Support System (CSEDSS) and Data Warehouse Maintenance and Operation services cover the ongoing maintenance and operation (M&O) of the CSEDS). The M&O covers requirements necessary to keep the CSEDSS Data Warehouse operational, current with the Nevada Operations of Multi-Automated Data Systems (NOMADS) source system, and provide the end-user community with all the benefits originally envisioned when DWSS made the decision to invest in a CSEDSS. Included in the CSEDSS are the data warehouse, federal reporting, management and operational reporting, dash-boards, Help Desk support and computer based training.

CGS will provide the man power and equipment to support the data warehouse and the software support services necessary to keep the CSEDSS operating at peak performance while proactively ensuring the end-user communities are maximizing the use of the tools available to them. Tasks associated with maintaining the data warehouse are administering the Extract, Transform and Load (ETL) processes, data clean-up, performance tuning, security administration and backing up the data warehouse.

CGS will handle all calls for help via phone or email, provide query assistance, build canned queries, build new reports based upon state or individual office requirements, and build new dashboards to assist with trending and the introduction of predictive analytics. CGS will execute and ensure all federal reports are up to date with the latest federal requirements, including the OCSE 34-A and OCSE 396, which will be developed under the M&O agreement. Additionally, CGS will continuously improve the CSEDSS by implementing national CSE best practices.

3. Describe the unique qualification required for the service or good to be purchased:

Phase I of the OCSE 157 Redevelopment project, which is the foundation for creating a DSS, was built by CGS. Throughout the analysis, development and implementation of Phase I, CGS gained an extensive understanding of the DWSS databases and software applications that interplay with the complex CSE case management system.

DWSS staff spent many hours with CGS personnel explaining databases, software applications and operating environments to facilitate this understanding. Given this concern DWSS respectfully requests CGS be afforded a professional services exemption contract to complete the desired Business Intelligence/ Decision Support System software enhancements specifically recognizing their superior knowledge of the CSE case management system and the inability for DWSS to commit staff to a new educational process for a alternative vendor selected under the normal RFP process.

CGS developed the CSEDSS from the foundation starting with the OCSE 157 Redevelopment Project (Phase I), creating a data warehouse (Phase II) and currently creating ad hoc universes (Phase III). Throughout this development CGS has gained knowledge and an extensive understanding of the DWSS databases, software applications and operating environments that interplay with the complex CSE case management system.

Given the numerous hours DWSS staff spent with CGS personnel explaining the DWSS databases, software applications and operating environments; the superior knowledge the CGS personnel has of the CSE program and case management system; and the inability for DWSS to commit staff to a new educational process for a alternative vendor selected under the normal RFP process, DWSS respectfully requests CGS be afforded a professional services exemption for the ongoing maintenance and operations of the CSEDSS.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

CGS has been engaged in this capacity for the past eighteen months during which time they developed institutional knowledge of the CSE system, applications and program that would be very difficult, and cost prohibitive, to replace. DWSS does not have the personnel resources to dedicate to training a new vendor if selected through the RFP process. ***CGS has gained additional knowledge while working on Phase II and III.***

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:

Hundreds of hours of training would be required of our existing IS and CSE staff to retrain a new vendor and bring them up to speed on information which CGS is already intimately familiar with. A significant impact to DWSS would be experienced due to limited IS resources.

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 it is believed another vendor could provide the service, it would be a significant deterrent to DWSS. Selecting another vendor would require dedication of IS and CSE personnel resources to train a new vendor on the complexities of the CSE case management system and federal program requirements. DWSS does not have the personnel resources to dedicate to training a new vendor.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

DWSS understands another vendor may be able to provide this service at a comparable cost; however, the financial burden to DWSS in selecting another vendor would be significant as it would require dedicating IS and CSE personnel resources to train a new vendor on the complexities of the CSE case management system, applications and federal program requirements.

8. What is the estimated value and length of the contract, amendment or request?

The estimated value is \$655,500 in federal incentive funds with an option to include the creation of ad hoc universes at an additional cost of \$273,125. The estimated length of the project is 7 – 12 months.

13, 2011 SKA JS
~~Original Contract term is December 31, 2013 to December 31, 2013 for Phase II and III.~~
~~Amendment for M&O will extend contract termination to June 30, 2015.~~

The total cost associated for the proposed 3-year M&O is \$1,740,000 in state share of collections.
Note: CSEP expenditures paid with state share of collections are eligible for 66% federal financial participation.

a. New contract Y N

b. Amendment Y N Amendment No. 1
{provide copy of previous waiver(s)}

DWSS
Requesting agency

hereby requests approval for

Chase Global Services
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>James Buel</i>	7-20-12
	Agency Representative Initiating Request	Date
X	<i>Diane Gomez</i>	7/20/12
	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	<i>Aug Smith</i>	7-25-12
	Administrator, Purchasing Division	Date



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES

1470 College Parkway
Carson City, Nevada 89706-7924
(775) 684-0500 • Fax (775) 684-0656

MICHAEL J. WILLDEN
Director

DIANE J. COMEAUX
Administrator

August 2, 2012

TO: Sherri Barkdull, Budget Analyst IV
Budget and Planning Division

VIA: Diane Comeaux, Administrator
Division of Welfare and Supportive Services

FROM: Agnes Francis, Management Analyst

RE: Retroactive approval of the contract amendment #3 between the Division of Welfare and Supportive Services and Chase Global Services

The Division of Welfare and Supportive Services (DWSS) is requesting a retroactive approval of the above referenced contract amendment to July 1, 2012.

Chase Global Services (CGS) will provide the maintenance and operation of the Child Support Enforcement Program (CSEP) Business Intelligence module, which includes the data warehouse, federal reports, management and operational reports, and dashboards. Additionally, CGS provides help desk support for the Child Support Enforcement Program (CSEP) state and county offices. The CSEP Business Intelligence module is an essential tool for monitoring and managing the performance of the CSEP, which is a federal performance based program by which states are subject to penalties for not achieving the federal performance requirements or may earn incentives based upon the federal performance measures achieved.

The current contract with CGS does not include maintenance and operation because the original intent was for DWSS to maintain the system. Once it was known that DWSS did not have the resources or subject matter expertise to maintain the Business Intelligence module, DWSS began negotiating a contract amendment with CGS to maintain and operate the module. During the interim CGS agreed to continue maintenance and operation beyond June 30, 2012 to prevent the interruption of services provided to CSEP. Therefore, DWSS is requesting the contract be approved retroactively to July 1, 2012 so that payment for services provided can be processed.

If the amendment to the contract is not approved, DWSS would not be able to produce the monthly management and operational reports to the child support offices, which could result in the CSEP being subject to penalties or decreased incentives due to the inability to monitor and manage program performance. Additionally, DWSS would not be able to produce the annual federal report, which could result in the CSEP being out of federal compliance and being subject to penalties and/or losing its funding. Decreased program performance can result in decreased incentives and/or a penalty to the program via the TANF Block Grant.

Thank you for your assistance in this matter.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13733**Agency Name: **WELFARE AND SUPPORT SERVICES**Agency Code: **407**Appropriation Unit: **3238-18**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NORTHWOODS CONSULTING PARTNERS INC**Contractor Name: **NORTHWOODS CONSULTING PARTNERS INC**Address: **5815 WALL ST**City/State/Zip: **DUBLIN , OH 43017-3264**

Contact/Phone: null614/545-0986

Vendor No.: PUR0005151

NV Business ID: NV20091493328

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? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **272 days**4. Type of contract: **Contract**Contract description: **CSEP Doc Imaging**

5. Purpose of contract:

This is a new contract for the Child Support Enforcement Program to analyze the current operation of the Electronic Document Management System (EDMS) within the field offices; provide recommendations that will optimize the use of the EDMS; develop, test and implement reconfiguration and enhancements; and provide training to operations and field staff. EDMS is a document imaging, handling and workflow application (virtual case file), used in the daily operations of case management.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$445,250.00**

Other basis for payment: Upon receipt of invoice for each completed and State accepted deliverable as outlined in Attachment A - Deliverable Payment Schedule.

II. JUSTIFICATION

7. What conditions require that this work be done?

EDMS requires enhancements to meet the operational needs of the various CSEP state and county offices. As is, many offices are using the application in a limited capacity due to the operational intricacies within the individual offices. Enhancements to the application will provide offices with the tool and training to fully manage the workflow of individual caseloads, thus gaining greater operational efficiencies and performance outcomes.

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 or resources to do this type of 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?

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?

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	tdufresn	08/08/2012 08:57:23 AM
Division Approval	msmit5	08/29/2012 08:16:38 AM
Department Approval	mtorvine	08/31/2012 09:39:10 AM
Contract Manager Approval	ewatson	08/31/2012 10:41:24 AM
DoIT Approval	lmuelle1	09/07/2012 06:46:31 AM
Budget Analyst Approval	sbarkdul	09/07/2012 09:47:21 AM
BOE Agenda Approval	nhovden	09/07/2012 13:46:26 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:

#120305

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Division of Welfare and Supportive Services (DWSS)
Louise Bush, Chief of Child Support Enforcement, (775) 684-0705, lbush@dwss.nv.gov

- b. Vendor contact information:

Northwoods Consulting Partners
Christopher T. Carlson, Vice President & COO
(614) 781-7800
ccarlson@teamnorthwoods.com
<http://www.teamnorthwoods.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:

Clark County entered into a contract with Northwoods Consulting Partners on behalf of the Child Support Enforcement Program (CSEP) on October 20, 2009. The contract included installation, statewide deployment and maintenance of their Consumer Off the Shelf (COTS) social services document management product Compass (Phase I). Numerous enhancements (system and functionality) were identified after implementation. Therefore, DWSS is seeking approval to contract with Northwoods for Phase II to enhance the product so that the field offices may use the application to its fullest potential.

Phase II of the Compass Project encompasses the following:

- System enhancements;*
- Functionality enhancements not related to normal updates;*
- Bug fixes;*
- Increase in user licenses mandated by additional staff being added to program; and*
- Training and professional services designed to maximize benefit from current product deployment.*

3. Describe the unique qualification required for the service or good to be purchased:

The Compass product is entirely maintained and supported by Northwoods Consulting Partners. There are currently no partnerships or outside entities that have the ability to modify or update the proprietary COTS Compass product. In addition, the background and expertise of Northwoods Consulting Partners is exclusively within the Governmental Human Services arena.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

The services in question are only available from Northwoods Consulting Partners in support of their Compass COTS product. No third party vendors have taken a role in the deployment and training for the use of this product. While other vendors may have competing products the cost to replace the current implementation would be cost prohibitive and would force DWSS to discard the result of funds already spent in support of this project.

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:

Since Northwoods is the only vendor who supports this trademark product, denial of this waiver will result in additional costs incurred at various levels, including but not limited to the staff time spent seeking additional quotes and information from vendors who cannot provide support with this trademark product.

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 it is believed another vendor could provide the service, it would be a significant detriment to DWSS. Selecting another vendor would require dedication of IS and CSE personnel resources to train a new vendor on the complexities of the CSE case management system and federal program requirements. DWSS does not have the personnel resources to dedicate to training a new vendor.

Selecting another vendor would require starting from scratch and discarding the result of funds spent to date in support of this project, an amount in excess of two (2) million dollars.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

DWSS understands another vendor may be able to provide this service at a comparable cost; however, the financial burden to DWSS in selecting another vendor would be significant as it would require dedicating IS and CSE personnel resources to train a new vendor on the complexities of the CSE case management system and federal program requirements.

8. What is the estimated value and length of the contract, amendment or request?

The estimated value is \$450,000 in federal incentive funds. The estimated length of the project is 24 months.

a. New contract Y N

b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

DWSS
Requesting agency

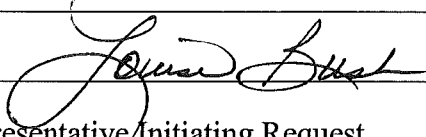
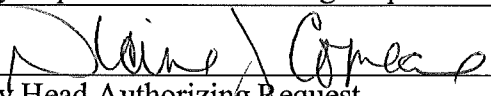
hereby requests approval for

Northwoods Consulting Partners
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		3/8/12
	Agency Representative Initiating Request	Date
X		3/8/12
	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		3-15-12
	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: **13701**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: Paymentus Corporation
Agency Code: 407	Contractor Name: Paymentus Corporation
Appropriation Unit: 3238-23	Address: 3455 Peachtree Rd NE
Is budget authority available?: Yes	City/State/Zip: Atlanta, GA 30326
If "No" please explain: Not Applicable	Contact/Phone: Phil Nicholls 888-476-8910
	Vendor No.: PUR0005189
	NV Business ID: NV20121431914

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 % No cost to the State

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: **10/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2014**

Contract term: **2 years and 30 days**

4. Type of contract: **Contract**

Contract description: **Electronic Payments**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Services (DWSS), State Collection and Disbursement Unit (SCaDU) for the contractor to provide electronic payment processing services for remittance of court ordered child support and other associated fees on-line via the contractor's website as well as automated telephonic credit/debit card and e-check payments at no cost to the state. This contract contains an option to amend for an additional two (2) year period.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$0.01**

Other basis for payment: No cost to the State of Nevada. The contractor shall be responsible for any and all costs associated with labor, tools, marketing materials, equipment, services, connectivity, travel, training and other requirements necessary to configure, install, operate and maintain the contractor's electronic payment system and transfer of funds to DWSS for the term of the contract. The cost to payors is \$7.95 per each \$325.00 payment for all payment types.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 353.1465, 1466 requires state agencies to enter into or participate in a contract to provide for the acceptance of credit cards, debit cards or electronic transfers of monies to the agency upon approval of the State Board of Finance. State Board of Finance approval was obtained on March 13, 2012.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have have expertise or resources to provide these services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

An independent committee appointed to evaluate proposals found this vendor to possess the necessary skills and experience to perform the requested services for the state.

d. Last bid date: 12/01/2011 Anticipated re-bid date: 12/01/2016

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?

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	tdufresn	08/07/2012 17:05:31 PM
Division Approval	msmit5	08/16/2012 07:53:34 AM
Department Approval	mtorvine	08/20/2012 15:15:56 PM
Contract Manager Approval	ewatson	08/27/2012 15:53:53 PM
DoIT Approval	lmuelle1	08/31/2012 09:56:39 AM
Budget Analyst Approval	sbarkdul	08/31/2012 15:11:25 PM
BOE Agenda Approval	nhovden	09/06/2012 15:20:04 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: **13770**

Agency Name:	MENTAL HEALTH AND DEVELOPMENTAL SERVICES	Legal Entity Name:	LOFTIN EQUIPMENT CO INC
Agency Code:	408	Contractor Name:	LOFTIN EQUIPMENT CO INC
Appropriation Unit:	3161-07	Address:	12 N 45TH AVE
Is budget authority available?:	Yes	City/State/Zip:	PHOENIX, AZ 85005
If "No" please explain:	Not Applicable	Contact/Phone:	null602/272-9466
		Vendor No.:	T29001373
		NV Business ID:	NV19901033368

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.

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 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/31/2014**Contract term: **2 years and 30 days**4. Type of contract: **Contract**Contract description: **Generator Service**

5. Purpose of contract:

This is a new contract to provide service and maintenance to the Southern Nevada Adult Mental Health Services three emergency generators.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,448.00**

Other basis for payment: Preventive maintenance will be paid at a rate of \$1,306.00 per quarterly service. Also included is \$5,000.00 to provide for emergency and unexpected repair over the course of the contract. Total contract amount not to exceed \$15,448.00 for two years.

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to Joint Commission accreditation standards for health and safety, this equipment needs to be serviced to meet the needs of the SNAMHS campus in the event of a power failure. If the generators are not properly maintained and serviced their life expectancy can be shortened as well as having the potential for catastrophic failure.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are currently no state employees here or available elsewhere within the State to do the required work needed to maintain this 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 vendor was chosen above the others because of the quality work they had done at the facility in the past as well as their familiarity of the equipment to be serviced.

d. Last bid date: 07/01/2012 Anticipated re-bid date: 07/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Loftin Equipment Company is currently under contract with Southern Nevada Adult Mental Health Services and is performing satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	priple	08/15/2012 09:18:24 AM
Division Approval	bchisel	08/17/2012 15:44:58 PM
Department Approval	mtorvine	08/20/2012 14:53:08 PM
Contract Manager Approval	tpollar2	08/21/2012 08:56:04 AM
Budget Analyst Approval	bberry	08/24/2012 10:21:02 AM
BOE Agenda Approval	nhovden	08/31/2012 11:40:00 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11996	Amendment Number: 1
Agency Name: MENTAL HEALTH AND DEVELOPMENTAL SERVICES	Legal Entity Name: Nevada Pigeon Control
Agency Code: 408	Contractor Name: Nevada Pigeon Control
Appropriation Unit: 3161-07	Address: 3657 Lindell Rd. D-120
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89103
If "No" please explain: Not Applicable	Contact/Phone: null702-617-1833
	Vendor No.: T29028302
	NV Business ID: NV20081221641

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.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 408

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 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **10/31/2012**

Contract term: **3 years and 184 days**

4. Type of contract: **Contract**

Contract description: **Pigeon Abatement**

5. Purpose of contract:

This is the first amendment to the original contract to continue the pigeon abatement at the Southern Nevada Adult Mental Health Services to continue the pigeon abatement for two more years. The original contract is to bring in a professional pigeon exterminator to abate the increasing pigeon population at the So. Nevada Adult Mental Services facilities in Las Vegas. The continued nesting and breeding habits are causing the buildings to be stained with pigeon waste which in turn creates the potential for disease. Vendor will remove pigeons, pigeon waste, nesting materials, and power wash all areas of pigeon waste. After completion of cleaning they will decontaminate the affected areas. This amendment extends the termination date from October 31, 2012 to October 31, 2014 and increases the maximum amount from \$9,150.00 to \$24,150.00 due to continued need for this service.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,150.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$15,000.00
4. New maximum contract amount:	\$24,150.00
and/or the termination date of the original contract has changed to:	10/31/2014

II. JUSTIFICATION

7. What conditions require that this work be done?

The over population of pigeons is a health issue to our clients as well as the employees. They are nesting, breeding and dropping waste in public areas that is deemed unacceptable by NRS 555.100 and NRS 555.110.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have any departments or agencies that are qualified to properly remove the pigeons and their by product.

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 chosen for two specific reasons, one is their humane procedures for removing the pigeons, they have a success rate of 95 % no kill rate. Secondly, of the three vendors who submitted proposals, Nevada Pigeon Control had the most competitive pricing to meet our needs.

d. Last bid date: 05/02/2011 Anticipated re-bid date: 07/31/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor, Nevada Pigeon Control is currently under contract at Southern Nevada Adult Mental Health Services and is performing satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	pripple	08/22/2012 09:36:47 AM
Division Approval	bchisel	08/24/2012 10:39:39 AM
Department Approval	mtorvine	08/31/2012 14:06:08 PM
Contract Manager Approval	tpollar2	09/04/2012 09:02:27 AM
Budget Analyst Approval	bberry	09/05/2012 07:32:16 AM
BOE Agenda Approval	nhovden	09/05/2012 17:41:47 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: **13607**

Agency Name: MENTAL HEALTH AND DEVELOPMENTAL SERVICES Agency Code: 408 Appropriation Unit: 3648-04 Is budget authority available?: Yes If "No" please explain: Not Applicable	Legal Entity Name: Central Nevada Maintenance Contractor Name: Central Nevada Maintenance Address: P O Box 1255 City/State/Zip: Tonopah, NV 89049 Contact/Phone: Jim Cardenas 775-482-6851 Vendor No.: T29001539 NV Business ID: NV20101418320
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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.

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 **11/01/2012**
 Anticipated BOE meeting date 08/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**
 Contract term: **2 years and 241 days**

4. Type of contract: **Contract**
 Contract description: **Janitorial Services**

5. Purpose of contract:
This is a new contract to provide janitorial services for the Tonopah Mental Health Center to provide a clean and sanitary facility for the consumers use.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,240.00**
 Payment for services will be made at the rate of \$320.00 per month
 Other basis for payment: FY13 \$320.00 per month x 8 months = \$2,560.00, FY14 \$320.00 per month x 12 months = \$3,840.00, and FY15 \$320.00 per month x 12 months = \$3,840.00 for a total not to exceed \$10,240.00

II. JUSTIFICATION

7. What conditions require that this work be done?

SAM 1008, 1014 and exhibit C of the Lease. The Mental Health Center needs to be cleaned for the health and welfare of the clients and employees of the centers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No state employees are available in these rural areas 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?

Central Nevada Maintenance was the only vendor to present a quote for Tonopah Mental Health Center.

d. Last bid date: 08/29/2011 Anticipated re-bid date: 01/01/2015

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:

This vendor has worked with Rural Services from 10/21/08 to present and 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:

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	dhaycock	06/28/2012 11:52:35 AM
Division Approval	bchisel	09/11/2012 10:48:28 AM
Department Approval	bvale1	09/12/2012 09:07:24 AM
Contract Manager Approval	cgoetz	09/12/2012 10:52:41 AM
Budget Analyst Approval	bberry	09/13/2012 11:00:31 AM
BOE Agenda Approval	nhovden	09/20/2012 11:52:49 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11528** Amendment Number: **1**
 Agency Name: **CHILD AND FAMILY SERVICES DIVISION** Legal Entity Name: **Maple Star Nevada**
 Agency Code: **409** Contractor Name: **Maple Star Nevada**
 Appropriation Unit: **3263-36** Address: **1050 E. Flamingo Road Suite E120**
 Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89119**
 If "No" please explain: **Not Applicable** Contact/Phone: **Tom Criste 702.378.6446**
 Vendor No.: **T80990386**
 NV Business ID: **NV19941085161**

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.

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 **11/01/2010**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **10/31/2013**

Contract term: **3 years**

4. Type of contract: **Contract**

Contract description: **Juvenile Justice**

5. Purpose of contract:

This is the first amendment to the original contract, which provides supervision and case management services for youth who are committed to Youth Parole Services for the following: Substance Abuse and Mental Health Services, Juvenile Outpatient Sex Offense Specific Counseling and/or Evaluation, Residential and Outpatient Services, and Outpatient Wraparound Services. This amendment defines the invoice due date and increases the maximum amount from \$540,000.00 to \$600,000.00 due to an increase in the number of youth being referred to this vendor in response to the closure of other treatment facilities.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$540,000.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$60,000.00
4.	New maximum contract amount:	\$600,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 63.730 Placement of parolee in home and educational or work program; payment of expenses for alternative placements. 1. Each child who is paroled from a facility must be placed in: (a) A reputable home; and (b) An educational program or a work program, or both. 2. The Chief of the Youth Parole Bureau may pay the expenses incurred in providing alternative placements for residential programs and for structured nonresidential programs from money appropriated to the Youth Parole Bureau for that purpose. Upon successful completion of the programming in Nevada Youth Training Center, Caliente Youth Center or any other correctional facility, the youth are released back into the community with supervision and case management services provided by Youth Parole. Youth Parole has a mission of protecting the community while providing a secure and caring environment that encourages youth to develop competencies, repay any victims, and to reduce or eliminate recidivism.

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 (Youth Parole Bureau) does not have any licensed and/or trained employees that can provide the level of counseling required by this contract.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Multiple contracts were awarded from this RFP.

d. Last bid date: 06/04/2010 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:

Division of Child and Family Services - FY11 to current. Services have been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dkluever	08/09/2012 08:32:30 AM
Division Approval	dkluever	08/09/2012 08:32:39 AM

Department Approval	mtorvine	08/31/2012 13:58:55 PM
Contract Manager Approval	cphenix	09/05/2012 08:40:31 AM
Budget Analyst Approval	eobrien	09/06/2012 10:28:31 AM
BOE Agenda Approval	nhovden	09/06/2012 17:05:28 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: 11530	Amendment Number: 1
Agency Name: CHILD AND FAMILY SERVICES DIVISION	Legal Entity Name: Rite of Passage, Adolescent Treatment Centers and Schools
Agency Code: 409	Contractor Name: Rite of Passage, Adolescent Treatment Centers and Schools
Appropriation Unit: 3263-36	Address: 2560 Business Parkway, Suite B
Is budget authority available?: Yes	City/State/Zip: Minden, NV 89423
If "No" please explain: Not Applicable	Contact/Phone: Lawrence Howell 775.267.9411
	Vendor No.: T80991487
	NV Business ID: NV19861015378

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.

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 **11/01/2010**
 Anticipated BOE meeting date **09/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **10/31/2013**

Contract term: **3 years**

4. Type of contract: **Contract**

Contract description: **Juvenile Justice**

5. Purpose of contract:

This is the first amendment to the original contract, which provides supervision and case management services for youth who are committed to Youth Parole Services for residential and outpatient services. This amendment updates the contractor name from Rite of Passage to Rite of Passage, Adolescent Treatment Center and Schools, Inc.; defines the invoice due date; and increases the maximum amount from \$540,000.00 to \$650,000.00 due to an increase in the number of youth being referred to this vendor in response to the closure of other treatment facilities.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$540,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$110,000.00
4. New maximum contract amount:	\$650,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 63.730 Placement of parolee in home and educational or work program; payment of expenses for alternative placements. 1. Each child who is paroled from a facility must be placed in: (a) A reputable home; and (b) An educational program or a work program, or both. 2. The Chief of the Youth Parole Bureau may pay the expenses incurred in providing alternative placements for residential programs and for structured nonresidential programs from money appropriated to the Youth Parole Bureau for that purpose. Upon successful completion of the programming in Nevada Youth Training Center, Caliente Youth Center or any other correctional facility, the youth are released back into the community with supervision and case management services provided by Youth Parole. Youth Parole has a mission of protecting the community while providing a secure and caring environment that encourages youth to develop competencies, repay any victims, and to reduce or eliminate recidivism.

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 (Youth Parole Bureau) does not have any licensed and/or trained employees that can provide the level of counseling required by this contract.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Multiple contracts were awarded from this RFP.

d. Last bid date: 06/04/2010 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:

Division of Child and Family Services - FY11 to current. 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:

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	dkluever	08/09/2012 08:33:29 AM
Division Approval	dkluever	08/09/2012 08:33:37 AM
Department Approval	mtorvine	08/31/2012 13:55:37 PM

Contract Manager Approval

cphenix

09/05/2012 08:19:23 AM

Budget Analyst Approval

eobrien

09/06/2012 09:21:01 AM

BOE Agenda Approval

nhovden

09/06/2012 15:45:35 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: **11525** Amendment Number: **1**

Agency Name: **CHILD AND FAMILY SERVICES DIVISION** Legal Entity Name: **UNITY VILLAGE**

Agency Code: **409** Contractor Name: **UNITY VILLAGE**

Appropriation Unit: **3263-36** Address: **Unity Village Behavioral Health Center, LLC**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89149**

If "No" please explain: **Not Applicable** Contact/Phone: **Raymond Giddens Jr. 702.445.6594**

Vendor No.: **T27017156**

NV Business ID: **NV20081225325**

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.

<input checked="" type="checkbox"/>	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2010**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **10/31/2013**

Contract term: **3 years**

4. Type of contract: **Contract**

Contract description: **Juvenile Justice**

5. Purpose of contract:

This is the first amendment to the original contract, which provides supervision and case management services for youth who are committed to Youth Parole Services for the following: Substance Abuse and Mental Health Services, Juvenile Outpatient Sex Offense Specific Counseling and/or Evaluation, Residential and Outpatient Services, and Outpatient Wraparound Services. This amendment updates the contractor name from Unity Village to Unity Village Behavioral Health Center, LLC; defines the invoice due date; and increases the maximum amount from \$270,000.00 to \$280,000.00 due to an increase in the number of youth being referred to this vendor in response to the closure of other treatment facilities.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$270,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$10,000.00
4. New maximum contract amount:	\$280,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 63.730 Placement of parolee in home and educational or work program; payment of expenses for alternative placements. 1. Each child who is paroled from a facility must be placed in: (a) A reputable home; and (b) An educational program or a work program, or both. 2. The Chief of the Youth Parole Bureau may pay the expenses incurred in providing alternative placements for residential programs and for structured nonresidential programs from money appropriated to the Youth Parole Bureau for that purpose. Upon successful completion of the programming in Nevada Youth Training Center, Caliente Youth Center or any other correctional facility, the youth are released back into the community with supervision and case management services provided by Youth Parole. Youth Parole has a mission of protecting the community while providing a secure and caring environment that encourages youth to develop competencies, repay any victims, and to reduce or eliminate recidivism.

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 (Youth Parole Bureau) does not have any licensed and/or trained employees that can provide the level of counseling required by this contract.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Multiple contracts were awarded from this RFP.

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:

Division of Child and Family Services - FY11 to current. Services have been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dkluever	08/09/2012 08:31:13 AM
Division Approval	dkluever	08/09/2012 08:31:18 AM

Department Approval	mtorvine	08/31/2012 14:02:01 PM
Contract Manager Approval	cphenix	09/05/2012 08:33:57 AM
Budget Analyst Approval	eobrien	09/06/2012 10:22:58 AM
BOE Agenda Approval	nhovden	09/06/2012 16:48:30 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13539**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: ESPITIA, ANGEL DBA
Agency Code: 431	Contractor Name: ESPITIA, ANGEL DBA
Appropriation Unit: 3650-04	Address: ANGEL & SONS GENERAL CLEANING 634 E HIGHWAY 95 E
Is budget authority available?: Yes	City/State/Zip: YERINGTON, NV 89447
If "No" please explain: Not Applicable	Contact/Phone: null775/463-5474
	Vendor No.: T29001194
	NV Business ID: NV20101402842

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.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NVMD # 046-2012**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **10/2012**Retrospective? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/08/2016**Contract term: **4 years and 8 days**4. Type of contract: **Contract**Contract description: **Custodial Services**

5. Purpose of contract:

This is a new contract to establish custodial services for the Yerington Armory for four consecutive fiscal years.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00**

Payment for services will be made at the rate of \$15,000.00 per fiscal year

Other basis for payment: Progress payments can be made per invoice per services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a service contract that will allow the vendor to perform custodial services so we can comply with NRS and NAC.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

We do not have the manning to perform these types of services and keep the building clean and sanitized.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 the only vendor to submit a bid on this project.

d. Last bid date: 05/11/2012 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?

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 performed work for the Office of the Military in FY 12; services rendered were 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	bhernan2	06/06/2012 14:41:39 PM
Division Approval	jmcentee	08/08/2012 16:46:58 PM
Department Approval	jmcentee	08/08/2012 16:47:00 PM
Contract Manager Approval	bhernan2	09/06/2012 17:28:58 PM
Budget Analyst Approval	jborrowm	09/11/2012 08:51:58 AM
BOE Agenda Approval	jborrowm	09/11/2012 08:52:07 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13537**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: ESPITIA, ANGEL DBA
Agency Code: 431	Contractor Name: ESPITIA, ANGEL DBA
Appropriation Unit: 3650-04	Address: ANGEL & SONS GENERAL CLEANING 634 E HIGHWAY 95 E
Is budget authority available?: Yes	City/State/Zip: YERINGTON, NV 89447
If "No" please explain: Not Applicable	Contact/Phone: null775/463-5474
	Vendor No.: T29001194
	NV Business ID: NV20101402842

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.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NVMD # 045-2012**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **10/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/08/2016**

Contract term: **4 years and 8 days**

4. Type of contract: **Contract**

Contract description: **Custodial Services**

5. Purpose of contract:

This is a new contract to establish custodial services for the Fallon Armory for four consecutive fiscal years.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00**

Payment for services will be made at the rate of \$15,000.00 per fiscal year

Other basis for payment: Progress payments can be made per invoice per services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a service contract that will allow the vendor to perform custodial services so we can comply with NRS and NAC.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

We do not have the manpower to perform these types of services and keep the building clean and sanitized.

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 an evaluation committee.

d. Last bid date: 05/11/2012 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?

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 performed work for the Office of the Military in FY 12; services rendered were 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	bhernan2	06/06/2012 14:35:20 PM
Division Approval	jmcentee	08/08/2012 16:46:11 PM
Department Approval	jmcentee	08/08/2012 16:46:13 PM
Contract Manager Approval	bhernan2	09/06/2012 17:30:51 PM
Budget Analyst Approval	jborrowm	09/11/2012 08:42:42 AM
BOE Agenda Approval	jborrowm	09/11/2012 08:42:49 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12314** Amendment Number: **2**
 Legal Entity Name: **H2O ENVIRONMENTAL INC**
 Agency Name: **ADJUTANT GENERAL & NATL GUARD** Contractor Name: **H2O ENVIRONMENTAL INC**
 Agency Code: **431** Address: **3510 BARON WAY SUITE 200**
 Appropriation Unit: **3650-16** City/State/Zip: **RENO, NV 89511**
 Is budget authority available?: **Yes** Contact/Phone: **Kevin Anderson 775/351-2219**
 If "No" please explain: **Not Applicable** Vendor No.: **PUR0002244**
 NV Business ID: **NV19961214703**
 To what State Fiscal Year(s) will the contract be charged? **2012-2016**
 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NVMD #025-2011**

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 **09/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **11/30/2012**
 Contract term: **4 years and 58 days**

4. Type of contract: **Contract**
 Contract description: **Haz Waste Disposal**

5. Purpose of contract:
This is the second amendment to the original contract, which provides hazardous waste disposal services statewide. This amendment increases the authority an additional \$62,001.00, not to exceed \$96,000.00. Additionally the term of the contract is also extended from November 30, 2012 to September 15, 2015.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$24,000.00
2. Total amount of any previous contract amendments:	\$9,999.00
3. Amount of current contract amendment:	\$62,001.00
4. New maximum contract amount:	\$96,000.00
and/or the termination date of the original contract has changed to:	09/15/2015

II. JUSTIFICATION

7. What conditions require that this work be done?
 The Nevada Army National Guard's hazardous waste must be treated/handled in accordance with federal, state and local regulations.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
 State employees do not possess requisite skills and certifications to perform hazardous waste disposal services or transportation of hazardous waste.

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 evaluation committee ranked this vendor the highest based on the following criteria: competence, experience, expertise and cost.

d. Last bid date: 05/20/2011 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bhernan2	08/07/2012 15:15:58 PM
Division Approval	jmcentee	08/08/2012 17:01:34 PM
Department Approval	jmcentee	08/08/2012 17:01:36 PM
Contract Manager Approval	bhernan2	09/06/2012 17:31:56 PM
Budget Analyst Approval	jborrowm	09/09/2012 08:45:07 AM
BOE Agenda Approval	jborrowm	09/09/2012 08:45:13 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: **13812**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: LINDELLS PAINTING SERVICE
Agency Code: 431	Contractor Name: LINDELLS PAINTING SERVICE
Appropriation Unit: 3650-07	Address: PO BOX 50698
Is budget authority available?: Yes	City/State/Zip: SPARKS, NV 89435
If "No" please explain: Not Applicable	Contact/Phone: null775/825-8951
	Vendor No.: T81033689
	NV Business ID: NV19551000875

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.

X General Funds	25.00 %	Fees	0.00 %
X Federal Funds	75.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 057-2012

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/10/2012**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/10/2013**

Contract term: **92 days**

4. Type of contract: **Contract**

Contract description: **Plumb Ln Painting**

5. Purpose of contract:

This is a new contract to provide painting services to repaint the interior of the Plumb Lane Armory.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,162.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The interior of the Plumb Lane Armory is in need of painting. Areas include walls, doors and floor.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

We do not have the equipment or expertise 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?

This Vendor was selected by evaluation committee for having the highest score based on the following criteria: demonstrated competence, experience in performance of comparable engagements, expertise and availability of key personnel, conformance with the terms of the RFP, reasonableness of cost and financial stability.

d. Last bid date: 06/14/2012 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 contractor has done previous work for the Office of the Military as well as other agencies. All work has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	09/05/2012 14:13:38 PM
Division Approval	jmcentee	09/06/2012 12:26:08 PM
Department Approval	jmcentee	09/06/2012 16:18:48 PM
Contract Manager Approval	jmcentee	09/06/2012 16:18:51 PM
Budget Analyst Approval	jborrowm	09/09/2012 09:50:48 AM
BOE Agenda Approval	jborrowm	09/09/2012 09:50:52 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: 12812	Amendment Number: 1
Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: MCKEON DOOR OF NEVADA INC
Agency Code: 431	Contractor Name: MCKEON DOOR OF NEVADA INC
Appropriation Unit: 3650 - All Categories	Address: 3174 W POST RD BLDG C
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89118-3838
If "No" please explain: Not Applicable	Contact/Phone: KEVIN SWEENEY 702/636-9338
	Vendor No.: T27024374
	NV Business ID: NV20051496054

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.

<input checked="" type="checkbox"/> General Funds	19.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	79.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	2.00 % EOC Rental Income

Agency Reference #: **RFP/CONTRACT #1933**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/15/2011**
 Anticipated BOE meeting date **10/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2014**

Contract term: **3 years and 17 days**

4. Type of contract: **Contract**

Contract description: **Coiling Door Replace**

5. Purpose of contract:

This is the first amendment to the original contract, which is to provide and install coiling insulated service doors. This amendment increases the maximum amount from \$300,000 to \$500,000 and provides for additional door installation, repairs and maintenance due to the need for continuing work.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$300,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$200,000.00
4. New maximum contract amount:	\$500,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a continuing effort to comply with Executive Order 13423 to reduce energy consumption. Replacing the non-efficient doors are a significant energy-saving measure.

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 requisite skills or equipment for a project of this magnitude.

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?

The contractor was chosen as the best qualified contractor by evaluation committee.

d. Last bid date: 09/22/2011 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Office of the Military contracted with this vendor in FY10 and FY11 and the services provided were 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	bhernan2	07/12/2012 07:57:13 AM
Division Approval	jmcentee	07/12/2012 09:05:33 AM
Department Approval	jmcentee	09/06/2012 16:20:48 PM
Contract Manager Approval	jmcentee	09/06/2012 16:20:50 PM
Budget Analyst Approval	jborrowm	09/09/2012 09:46:09 AM
BOE Agenda Approval	jborrowm	09/09/2012 09:46:16 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: **13672**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Cummins Rocky Mountian, LLC
Agency Code: 440	Contractor Name: Cummins Rocky Mountian, LLC
Appropriation Unit: 3717-09	Address: 150 Glendale Avenue
Is budget authority available?: Yes	City/State/Zip: Sparks, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: null775-353-4201
	Vendor No.:
	NV Business ID: NV20051097760
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 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **3 years and 273 days**

4. Type of contract: **Contract**

Contract description: **Generator PM**

5. Purpose of contract:

This is a new contract to provide preventative maintenance services on the generators at Northern Nevada Correctional Center, Nevada State Prison, Stewart Conservation Camp and Warm Springs Correctional Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$52,971.35**

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 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?

They were the only poposal received.

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:

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:
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	bfarris	08/07/2012 08:11:17 AM
Division Approval	bfarris	08/07/2012 08:11:22 AM
Department Approval	dreed	08/07/2012 11:03:39 AM
Contract Manager Approval	mvarne1	08/16/2012 14:28:40 PM
Budget Analyst Approval	cmurph3	08/28/2012 11:55:43 AM
BOE Agenda Approval	sbrown	08/31/2012 07:49:07 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13781**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: RESOURCE CONCEPTS INC
Agency Code: 440	Contractor Name: RESOURCE CONCEPTS INC
Appropriation Unit: 3727-35	Address: 340 N MINNESOTA ST
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89703-4152
If "No" please explain: Not Applicable	Contact/Phone: null775/883-1600
	Vendor No.: T12785100
	NV Business ID: NV19781005208
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	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	50.00 % Farm Sales

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/08/2015**

Contract term: **3 years and 7 days**

4. Type of contract: **Contract**

Contract description: **Engineering Services**

5. Purpose of contract:

This is a new contract for engineering services to comply with state and federal regulations regarding Concentrated Animal Feeding Operations, Nevada Pollutant Discharge Elimination System permit requirements, and irrigating with treated effluent water that impacts the Prison Ranch.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00**

Other basis for payment: \$35 to \$150 per hour plus expenses

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Groundwater Discharge Permit, Effluent reuse regulations, State and Federal Concentrated Animal Feeding Operations, NPDES regulations, Federal regulations, etc. require continual new and updated applications.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There isn't any other state agency that does this type of 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?

Resource Concepts has provided Prison Industries' Ranch with exceptional, on time, and accurate engineering reports in the past. A new company would result in lost time through retraining the new company and also result in loss of continuity between the Nevada Division of Environmental Protection, Resource Concepts, and Prison Industries' Ranch.

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:

Contracts effective June 30, 2007, through October 8, 2012, for us (the Nevada Department of Corrections.) Quality of service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	ddastal	09/03/2012 17:54:20 PM
Division Approval	ddastal	09/03/2012 17:54:25 PM
Department Approval	ddastal	09/03/2012 17:54:29 PM
Contract Manager Approval	ddastal	09/03/2012 17:54:33 PM
Budget Analyst Approval	cmurph3	09/04/2012 08:23:44 AM
BOE Agenda Approval	sbrown	09/06/2012 12:21:18 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13802**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: WATERS SEPTIC TANK SERVICE DBA
Agency Code: 440	Contractor Name: WATERS SEPTIC TANK SERVICE DBA
Appropriation Unit: 3741-09	Address: WATERS VACUUM TRUCK SERVICE PO BOX 18160
Is budget authority available?: No	City/State/Zip: RENO, NV 89511
If "No" please explain: Work program C24991 (B/A 3752) and Work Program C24997 (B/A 3754) being submitted.	Contact/Phone: null775/825-1595
	Vendor No.: T80206180A
	NV Business ID: NV19781005671

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.

<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? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2016**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Septic/Grease Pumpin**

5. Purpose of contract:

This is a new contract to provide regularly scheduled septic and grease trap pumping at the following correctional facilities: Carlin Conservation Camp, Humboldt Conservation Camp, Lovelock Correctional Center, Tonopah Conservation Camp and Wells Conservation Camp.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$131,836.00**

Payment for services will be made at the rate of \$0.31 per gallon pumped

Other basis for payment: Per terms in Attachment AA

II. JUSTIFICATION

7. What conditions require that this work be done?

To preserve State property and 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 personnel and/or the equipment necessary to perform these 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?

Waters Vacuum Truck Service was the only respondent to Solicitation #201228.

d. Last bid date: 05/04/2012 Anticipated re-bid date: 05/01/2016

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:

From FY03 to current, the vendor has provided services to the 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:

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	08/30/2012 16:02:56 PM
Division Approval	dreed	09/06/2012 12:26:31 PM
Department Approval	dreed	09/06/2012 12:51:42 PM
Contract Manager Approval	drosenbe	09/06/2012 13:02:15 PM
Budget Analyst Approval	cmurph3	09/07/2012 08:07:38 AM
BOE Agenda Approval	sbrown	09/08/2012 09:40:21 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12737** Amendment Number: **2**
 Agency Name: **GAMING CONTROL BOARD** Legal Entity Name: **RFI Enterprises, Inc.**
 Agency Code: **611** Contractor Name: **RFI Communications & Security Systems**
 Appropriation Unit: **4061-04** Address: **4060 S McCarran BLVD**
 Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89502**
 If "No" please explain: **Not Applicable** Contact/Phone: **null775-852-3555**
 Vendor No.:
 NV Business ID: **NV20021334287**
 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.

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 **10/10/2011**
 Anticipated BOE meeting date **10/2012**
 Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **10/31/2012**
 Contract term: **2 years and 356 days**

4. Type of contract: **Contract**
 Contract description: **Maintenance**

5. Purpose of contract:
This is an amendment to the original contract, which provides maintenance services for integrated access control, intrusion detection, and closed-circuit television surveillance subsystems in the Gaming Control Board's Carson City office, and access control system in the Board's Reno office. This amendment extends the termination date from October 31, 2012 to September 30, 2014 and increases the maximum amount from \$8,752.00 to \$27,000.00 due to the extension of time.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$8,752.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$18,248.00
4. New maximum contract amount:	\$27,000.00
and/or the termination date of the original contract has changed to:	09/30/2014

II. JUSTIFICATION

7. What conditions require that this work be done?
Maintenance of access control, alarm, and surveillance systems is a basic facilities security requirement. Further, the Carson City systems were originally installed in 1998, and therefore require more maintenance due to the age of the systems and their constant use.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

System components require specialized maintenance certifications and proprietary licensing - not economical for State employees to do this work.

9. Were quotes or proposals solicited? No
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: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 110915
Approval Date: 09/28/2011

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:

Contractor has previously been under contract with the Gaming Control Board; services have been satisfactory. Further, Purchasing has a Master Service Agreement with contractor.

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:

RFI Communications & Security Systems is a fictitious firm name.

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	jkingsla	09/06/2012 14:17:42 PM
Division Approval	jkingsla	09/06/2012 14:17:47 PM
Department Approval	jkingsla	09/06/2012 14:17:50 PM
Contract Manager Approval	jkingsla	09/06/2012 14:17:53 PM
Budget Analyst Approval	eobrien	09/12/2012 05:55:07 AM
BOE Agenda Approval	nhovden	09/12/2012 10:10:28 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: **13803**

Agency Name:	GAMING CONTROL BOARD	Legal Entity Name:	Pinkerton Consulting & Investigations, Inc.
Agency Code:	611	Contractor Name:	Pinkerton Consulting & Investigations, Inc.
Appropriation Unit:	4063-10	Address:	1055 Wilshire Blvd, Suite 1818
Is budget authority available?:	Yes	City/State/Zip:	Los Angeles, CA 90017
If "No" please explain:	Not Applicable	Contact/Phone:	null213-247-6297
		Vendor No.:	
		NV Business ID:	NV19991377190

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 % GCB Investigative Fund (applicant paid)

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2016**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Specialty services**

5. Purpose of contract:

This is a new contract to support the pre-licensing activities of the Gaming Control Board including reports generated from public records in foreign countries to determine ownership of assets, litigation history, contractual obligations and filings; translation of documents to English; and related investigative work.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: \$100.00 to \$425.00 per hour, or a flat rate of \$150.00 to \$750.00 per report or briefing as described in Attachment CC, "Contractor's Response"

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 463 requires all applicants for Nevada gaming licensure to submit to thorough pre-licensing background and financial investigations.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

It is not economically feasible for Gaming Control Board agents to search all foreign databases worldwide. Native language proficiency and local contacts are often essential to obtaining information.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 #: 120611

Approval Date: 06/27/2012

c. Why was this contractor chosen in preference to other?

Pinkerton Consulting & Investigations is the oldest investigative company in the world. Its investigative resources extend throughout the world, providing the Gaming Control Board with a valuable array of investigative talents available on short notice and at reasonable 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:

Contractor is currently providing services to the State Gaming Control Board. The quality of service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkingsla	08/30/2012 13:44:03 PM
Division Approval	jkingsla	08/30/2012 13:44:06 PM
Department Approval	jkingsla	08/30/2012 13:44:10 PM
Contract Manager Approval	jkingsla	08/30/2012 13:44:15 PM
Budget Analyst Approval	eobrien	09/06/2012 16:00:10 PM
BOE Agenda Approval	nhovden	09/06/2012 16:08:45 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor



Jeff Mohlenkamp
Director

Greg Smith
Purchasing Administrator

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:

#120611

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: State Gaming Control Board; Jackie Kingsland, Contracts Administrator; 775-684-7714; jkingsland@gcb.nv.gov
b. Vendor contact information:
Pinkerton Consulting & Investigations
1055 Wilshire BLVD, Suite 1818
Los Angeles, CA 90017
c. Type of waiver requested: Sole or single source Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:
Professional consulting, public records reviews, database searches, document retrieval, translation of documents, interpreting services, and related support for pre-licensing investigations of entities in various foreign jurisdictions.
3. Describe the unique qualification required for the service or good to be purchased:
Contractor must maintain offices with professional staff in countries throughout the world; must be able to quickly respond to requests for investigative support related to individuals and companies seeking to conduct gaming in the State of Nevada; and the contractor must have beneficial relationships with local law enforcement and governmental agencies.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
This contract, by its nature, is not adaptable to be awarded by competitive selection. The Gaming Control Board ("GCB") requires the flexibility to select from specific contractors with expertise required, dependent on specific circumstances and timing of given investigations. Also, there must not be professional conflicts of interest with respect to clients served.
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: Because the specific services required would not be known until future gaming applications are filed, respondents would be faced with a confusing set of prospective requirements in time and place. Consequently, in that case, we expect potential respondents would quote high hourly rates to cover any contingencies. If, on the other hand, the GCB is allowed to contract with multiple vendors independently, it can specifically tailor each contract to the type of service best provided by each, and allow flexibility in their use to avoid conflicts of interest and excessive charges.

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. Our experience over the years has revealed that each investigative support firm brings a unique blend of talents, regional expertise, availability on short notice, and existence of (or absence of) professional conflicts of interest with the entities we investigate. While there are many investigative support firms, there is no *exact* replacement for what Pinkerton or others may provide in a specific investigation.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? When a specific requirement for the contractor's services exists, the contractor will be provided with a detailed scope of work for the particular assignment. The contractor will respond with a price quote. If the cost is not fair or reasonable, another contractor will be used. Expense statements are carefully scrutinized and unauthorized or undocumented charges are disallowed.
8. What is the estimated value and length of the contract, amendment or request?
\$500,000.00 for 4 years.
- a. New contract Y N
- b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Gaming Control Board

hereby requests approval for

Pinkerton Consulting & Investigations

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>Jackie Kingseard</i>	
Agency Representative Initiating Request	Date <i>6/25/12</i>
X <i>[Signature]</i>	<i>6/25/12</i>
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:

<input checked="" type="checkbox"/> <i>N/A</i>	
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:

<input checked="" type="checkbox"/> <i>[Signature]</i>	<i>6/27/12</i>
Administrator, Purchasing Division	Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13814**

Agency Name: **GAMING CONTROL BOARD**
 Agency Code: **611**
 Appropriation Unit: **4066-14**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **Graphic Imaging Services, Inc.**
 Contractor Name: **Graphic Imaging Services, Inc.**
 Address: **1601 S. Rainbow BL**
 City/State/Zip: **Las Vegas, NV 89140**
 Contact/Phone: **null7022223590**
 Vendor No.:
 NV Business ID: **NV19971118037**

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 % Forfeiture funds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **04/30/2013**

Contract term: **211 days**

4. Type of contract: **Contract**

Contract description: **Document management**

5. Purpose of contract:

This is a new contract to scan, image, and index approximately 200,000 pages of the Gaming Control Board's historical intelligence files.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,990.00**

Other basis for payment: upon the completion of every 20,000 documents, in accordance with the unit price reflected in Attachment CC, Contractor's Response,

II. JUSTIFICATION

7. What conditions require that this work be done?

The Gaming Control Board's Enforcement Division has over 200,000 pages of hard copy intelligence files that need to be scanned and indexed for electronic storage and retrieval.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The intelligence files to be scanned are highly sensitive and therefore cannot be removed from custody of the Gaming Control Board's Enforcement Division. The Gaming Control Board has insufficient manpower and equipment resources to complete the project. The Nevada State Library and Archives has declined the work, citing short staffing levels.

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 chosen vendor was selected based upon price, and specific capabilities with a variety of paper media, e.g. onion paper, photographs, etc.

d. Last bid date: 08/01/2012 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:
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	jkingsla	09/06/2012 15:19:21 PM
Division Approval	jkingsla	09/06/2012 15:19:23 PM
Department Approval	jkingsla	09/06/2012 15:19:26 PM
Contract Manager Approval	jkingsla	09/06/2012 15:19:29 PM
Budget Analyst Approval	eobrien	09/10/2012 06:11:32 AM
BOE Agenda Approval	nhovden	09/11/2012 11:21:53 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: 13221	Amendment Number: 3
Agency Name: DPS-EMERGENCY MANAGEMENT	Legal Entity Name: General Projection Systems, Inc.
Agency Code: 654	Contractor Name: General Projection Systems, Inc.
Appropriation Unit: 3673-11	Address: 707 Platinum Point, Suite 2001
Is budget authority available?: Yes	City/State/Zip: Lake Mary, FL 32746
If "No" please explain: Not Applicable	Contact/Phone: Pete Holcomb 757-813-6698
	Vendor No.:
	NV Business ID: NV20121095163

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/10/2012**

Anticipated BOE meeting date: 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2012**

Contract term: **265 days**

4. Type of contract: **Contract**

Contract description: **Audio/visual install**

5. Purpose of contract:

This is the third amendment to the original contract, which provides audio/visual equipment and installation to replace the video wall located at the State Emergency Operations Center for the Department of Public Safety, Division of Emergency Management. This amendment increases the maximum amount from \$220,000 to \$256,850.85 to provide for the installation of two additional video processors.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$220,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$36,850.85
4. New maximum contract amount:	\$256,850.85

II. JUSTIFICATION

7. What conditions require that this work be done?

The SEOC was created as a central location for Division of Emergency Management staff and state department representatives to co-locate during large scale incidents or emergencies in support of local jurisdictions. The video wall is a critical component of the SEOC for information sharing. This contract provides for replacement and upgrades of the equipment that makes up the video wall. The existing equipment breaks down frequently and has exceeded its useful life.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no state employees or agencies who can provide the equipment or have the audio/visual expertise to perform the 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?

This vendor's proposal was scored highest by the evaluation committee.

d. Last bid date: 03/15/2012 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 is currently under contract with the Division of Emergency Management and 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?

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	mteska	09/07/2012 14:52:04 PM
Division Approval	mteska	09/07/2012 14:52:07 PM
Department Approval	mteska	09/07/2012 14:52:10 PM
Contract Manager Approval	jbauer	09/07/2012 15:25:51 PM
Budget Analyst Approval	jstrandb	09/14/2012 14:47:45 PM
BOE Agenda Approval	cwatson	09/18/2012 12:26:54 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 12393	Amendment Number: 1
Agency Name: WILDLIFE	Legal Entity Name: LAHONTAN AUDUBON SOCIETY
Agency Code: 702	Contractor Name: LAHONTAN AUDUBON SOCIETY
Appropriation Unit: 4452-57	Address: PO BOX 2304
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89505-2304
If "No" please explain: Not Applicable	Contact/Phone: null775/667-4178
	Vendor No.: T81092241
	NV Business ID: NV19721001745

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 #: 11-63

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/15/2011**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **08/31/2016**

Contract term: **1 year and 190 days**

4. Type of contract: **Contract**

Contract description: **PV-CWMA Olive Plants**

5. Purpose of contract:

This is the first amendment to the original contract, which eradicates Russian olive plants (invasive weeds) on ranches and along irrigation canals and springs in Pahrnagat Valley, Nevada. This amendment increases the maximum amount from \$30,000 to \$50,000 to treat a greater geographical area and accelerates the termination date from August 31, 2016 to February 20, 2013 to coincide with the termination date of the applicable federal grant.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$30,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$20,000.00
4. New maximum contract amount:	\$50,000.00
and/or the termination date of the original contract has changed to:	02/20/2013

II. JUSTIFICATION

7. What conditions require that this work be done?

Invasive weeds are a major contributor to the decline of important wildlife habitats. The control of invasive weeds is necessary for the restoration and protection of important wildlife habitats that are a focus of the Nevada Wildlife Action Plan. The increased cost reflects the addition of a fourth ranch to the area being treated.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The landowners are members of the Pahranaagat Valley Cooperative Weed Management Area - a group concerned with noxious weed infestations. Lahontan Audubon Society serves as coordinator and fiduciary for the group and has expertise in weed management and habitat restoration.

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?

NDOW will use federal Landowner Incentive Program (LIP) funding for this contract. The Purchasing Division has acknowledged that LIP contracts, typically made between NDOW and landowners, do not require bids or sole source waivers. This contract is not with the landowners themselves, but the Lahontan Audubon Society (LAS) serves as coordinator and fiduciary for the Pahranaagat Valley Cooperative Weed Management Area (PV-CWMA), which is a group that includes LAS, the landowners and others concerned with invasive weeds in Pahranaagat Valley.

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:

NDOW - contract entered into in FY 2009. Work is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	mkrumena	08/28/2012 08:47:22 AM
Division Approval	mkrumena	08/28/2012 08:47:25 AM
Department Approval	mkrumena	08/28/2012 08:47:28 AM
Contract Manager Approval	mkrumena	08/28/2012 08:47:31 AM
Budget Analyst Approval	dhumphre	09/04/2012 15:39:02 PM
BOE Agenda Approval	cwatson	09/18/2012 12:29:41 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: **13797**

Agency Name: WILDLIFE	Legal Entity Name: NATIVE RANGE INC
Agency Code: 702	Contractor Name: NATIVE RANGE INC
Appropriation Unit: 4464-14	Address: 1746F S VICTORIA AVE #378
Is budget authority available?: Yes	City/State/Zip: VENTURA, CA 93003-6592
If "No" please explain: Not Applicable	Contact/Phone: null775/996-2211
	Vendor No.: T32001556
	NV Business ID: NV20121073428
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	40.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	60.00 % Heritage Program; Wildlife Trust Fund

Agency Reference #: 13-14

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **1 year and 272 days**

4. Type of contract: **Contract**

Contract description: **Wildlife Capture**

5. Purpose of contract:

This is a new contract to provide aerial wildlife capture, transplant and release services. This work is vital to several Department of Wildlife conservation programs: The big game capture, transplant and monitoring program; the big game herd restoration program; and research and monitoring big game habitat use and movement corridors. Over the first year of the contract an estimated 600 animals will be captured including mule deer, pronghorn desert and California bighorn sheep, elk, and mountain goats.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$480,000.00**

Other basis for payment: Receipt of a valid invoice and approval of the project manager

II. JUSTIFICATION

7. What conditions require that this work be done?

The contract will allow NDOW to execute wildlife capture and release strategies as outlined in the Nevada Department of Wildlife Big Game Release Plan for fiscal year 2013, and to continue to monitor big game animals and collaborate in research projects to describe critical habitat areas and movement corridors as the agency responsible for the conservation of wildlife in the state of Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Wildlife uses private contractors for this work due to extreme safety issues related to big game netgun captures from a helicopter.

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?

Highly skilled and experienced pilot and capture crew; the most highly rated and complemented vendor in reference questionnaires compared to all other vendors; ability to effectively and safely use different helicopters for different capture situations, and their cost schedule was the lowest of all other vendors.

d. Last bid date: 08/01/2012 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:

February 2012, for the Nevada Department of Wildlife. Their service in aerial capturing of big game animals was 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 registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mkrumena	08/28/2012 16:23:00 PM
Division Approval	mkrumena	08/28/2012 16:23:03 PM
Department Approval	mkrumena	08/28/2012 16:23:05 PM
Contract Manager Approval	mkrumena	08/28/2012 16:23:08 PM
Budget Analyst Approval	dhumphre	09/04/2012 15:35:05 PM
BOE Agenda Approval	cwatson	09/18/2012 12:28:26 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13773**Agency Name: **WILDLIFE**Agency Code: **702**Appropriation Unit: **4465-17**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **ECOANALYSTS INC**Contractor Name: **ECOANALYSTS INC**Address: **1420 S BLAINE ST STE 14**City/State/Zip: **MOSCOW, ID 83843-3973**Contact/Phone: **null208/882-2588**Vendor No.: **T27007593**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 %	X	Fees	25.00 % License
X Federal Funds	75.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **13-09**

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 **10/2012**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 methodology. Therefore it is important that follow-up testing be done using standard methodologies to verify the presence of quagga. The dangers aquatic invasive species pose are well known, and it is essential that testing continue uninterrupted, hence the request for a retroactive start date.

3. Termination Date: **12/31/2013**Contract term: **1 year and 152 days**4. Type of contract: **Contract**Contract description: **Water 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 Cross Polarized Microscopy of plankton samples. 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, primarily in March, April, September and October.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,625.00**

Payment for services will be made at the rate of \$66.50 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 for testing described in this contract and experience working with other western states.

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?

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:

NV. Dept. of Wildlife and NV. Division of Environmental Protection. Work satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

Under NRS 80.015(1)(m) (transacting business in interstate commerce), EcoAnalysts is a foreign corporation not doing business in Nevada. Therefore it is not subject to NRS 80.010 and 80.110. It has no facilities or personnel in Nevada and does not perform any work here. It does not send people into Nevada to pick up the samples, so the situation is similar to NRS 80.015(1)(f), which is explicitly described as not 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.

EcoAnalysts is not subject to the business license requirements of NRS Chapter 76 because it does not meet any of the criteria to be considered doing business in Nevada in NRS 76.1200(6). It is a foreign corporation headquartered in Idaho. It has no facilities or personnel in Nevada. All water samples covered by this contract will be sent to EcoAnalysts out of State by common carrier and results will be reported to the Dept. of Wildlife by 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.

As explained above, under NRS 80.015(1)(m) (transacting business in interstate commerce), EcoAnalysts is a foreign corporation not doing business in Nevada. Therefore it is not subject to NRS 80.010 and 80.110. It has no facilities or personnel in Nevada and does not perform any work here. It does not send people into Nevada to pick up the samples, so the situation is similar to NRS 80.015(1)(f), which is explicitly described as not doing business in Nevada.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval

mkrumena

08/24/2012 17:07:24 PM

Division Approval	mkrumena	08/24/2012 17:07:26 PM
Department Approval	mkrumena	08/24/2012 17:07:28 PM
Contract Manager Approval	mkrumena	08/24/2012 17:07:31 PM
Budget Analyst Approval	kkolbe	08/30/2012 14:56:16 PM
BOE Agenda Approval	cwatson	09/18/2012 13:14:53 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: August 24, 2012
To: Kristen Kolbe, Budget Analyst IV
From: Michael Krumenaker, Contract Manager *uk*
Subject: EcoAnalysts, Inc.

Please approve the retroactive start date of August 1, 2012 for the EcoAnalysts, Inc. (EcoAnalysts) 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.

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: **13810**

Agency Name: **PARKS DIVISION**
Agency Code: **704**
Appropriation Unit: **4605-10**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **LIQUIVISION TECHNOLOGY INC**
Contractor Name: **LIQUIVISION TECHNOLOGY INC**
Address: **711 MARKET ST**
City/State/Zip: **KLAMATH FALLS, OR 97601**
Contact/Phone: null800/229-6959
Vendor No.: T29002303
NV Business ID: NV20111264189

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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/09/2013**

Contract term: **1 year and 38 days**

4. Type of contract: **Contract**

Contract description: **Water tank cleaning**

5. Purpose of contract:

This is a new contract to clean and repair potable water tanks at Berlin, Rye Patch and Washoe Lake State Parks per Environmental Protection Agency requirements.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Tank service is mandated by EPA drinking water safety regulations.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Water tank cleaning and repairs require special training, tools and certifications and a certified diver.

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, qualified 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?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Division of State Parks in May 2007. Their work 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	sdecrona	09/05/2012 11:57:14 AM
Division Approval	sdecrona	09/05/2012 12:15:13 PM
Department Approval	sdecrona	09/07/2012 09:23:19 AM
Contract Manager Approval	sdecrona	09/07/2012 09:23:23 AM
Budget Analyst Approval	jrodrig9	09/11/2012 20:50:07 PM
BOE Agenda Approval	cwatson	09/18/2012 12:25:33 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: 10652	Amendment Number: 5
Agency Name: ENVIRONMENTAL PROTECTION	Legal Entity Name: KLEINFELDER GROUP INC
Agency Code: 709	Contractor Name: KLEINFELDER GROUP INC
Appropriation Unit: 3187-54	Address: KLEINFELDER WEST INC 4835 LONGLEY LN
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89502
If "No" please explain: Not Applicable	Contact/Phone: null775/689-7800
	Vendor No.: T80967348C
	NV Business ID: NV19801004246

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	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: DEP 10-008

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/09/2009**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **4 years and 22 days**

4. Type of contract: **Contract**

Contract description: **Environment Cleanup**

5. Purpose of contract:

This is the fifth amendment to the original contract, which provides ongoing services to aid the state to identify, assess, and remediate properties that have hazardous substances, pollutants or are contaminated. This amendment increases the maximum amount from \$920,910 to \$1,103,896 to provide ongoing needed services at the established contract scope of work and rate.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$428,908.00
2. Total amount of any previous contract amendments:	\$492,002.00
3. Amount of current contract amendment:	\$182,986.00
4. New maximum contract amount:	\$1,103,896.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The project Brownfields, is Nevada Land Recycling Program. The consulting services perform environmental assessment and possible cleanup of Nevada lands. Additional grant funding is available to increase the previously amended contract authority.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state does not have the staffing or expertise to do this level of 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?

The evaluation team scored Kleinfelder in the top two.

d. Last bid date: 12/23/2008 Anticipated re-bid date: 12/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor is currently approved by BOE for consulting services and to perform environmental assessment and possible cleanup of Brownfields. On-Going work performed for NDEP 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	lfleming	08/29/2012 10:38:04 AM
Division Approval	abasham	09/04/2012 09:18:06 AM
Department Approval	abasham	09/04/2012 09:18:17 AM
Contract Manager Approval	sgotta	09/04/2012 10:00:13 AM
Budget Analyst Approval	jrodrig9	09/08/2012 13:21:57 PM
BOE Agenda Approval	cwatson	09/19/2012 09:45:46 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: **13801**

Agency Name: **ENVIRONMENTAL PROTECTION**
Agency Code: **709**
Appropriation Unit: **3187-20**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **MCGINLEY & ASSOCIATES INC**
Contractor Name: **MCGINLEY & ASSOCIATES INC**
Address: **815 MAESTRO DR**
City/State/Zip: **RENO, NV 89511-2387**
Contact/Phone: null775/829-2245
Vendor No.: T81202459
NV Business ID: NV20021218343

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 #: RFP #1991 / DEP #13-007

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/09/2012**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **3 years and 265 days**

4. Type of contract: **Contract**

Contract description: **LUST/UST**

5. Purpose of contract:

This is a new contract to provide services to aid the state in conducting investigations of soil, groundwater and surface water contamination resulting from leaking tanks throughout the state.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$400,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the staffing capacity to perform these duties.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the 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 #1991, 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: 07/12/2012 Anticipated re-bid date: 06/01/2016

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	lfleming	08/29/2012 15:47:14 PM
Division Approval	abasham	09/04/2012 09:57:12 AM
Department Approval	abasham	09/04/2012 09:57:17 AM
Contract Manager Approval	sgotta	09/04/2012 10:01:23 AM
Budget Analyst Approval	jrodrig9	09/08/2012 13:02:49 PM
BOE Agenda Approval	cwatson	09/19/2012 09:43:25 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 10679	Amendment Number: 4
Agency Name: ENVIRONMENTAL PROTECTION	Legal Entity Name: MCGINLEY & ASSOCIATES INC
Agency Code: 709	Contractor Name: MCGINLEY & ASSOCIATES INC
Appropriation Unit: 3187-54	Address: 815 MAESTRO DR
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511-2387
If "No" please explain: Not Applicable	Contact/Phone: null775/829-2245
	Vendor No.: T81202459
	NV Business ID: NV20021218343

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	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: DEP 10-008

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/09/2009**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **4 years and 22 days**

4. Type of contract: **Contract**

Contract description: **Environment cleanup**

5. Purpose of contract:

This is the fourth amendment to the original contract. McGinley and Associates will provide services to aid the state in identification, assessment and remediation of properties that have been impacted with hazardous substances and/or petroleum products. This amendment increases the maximum amount from \$812,583 to \$995,569 due to an increase in federal grant funding received that will allow for the continuation of necessary state environmental remediation activities.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$428,000.00
2. Total amount of any previous contract amendments:	\$384,583.00
3. Amount of current contract amendment:	\$182,986.00
4. New maximum contract amount:	\$995,569.00

II. JUSTIFICATION

7. What conditions require that this work be done?

NDEP has Federal and State requirements to address corrections at sites where groundwater or soil is affected by hazardous substance contamination.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Division has limited staff and resources nessary to investigate releases on a statewide basis.

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?

The evaluation team scored McGinley; McGinley achieved the highest ranked score.

d. Last bid date: 12/23/2008 Anticipated re-bid date: 12/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

University of Nevada Reno and NDEP. Work currently performed for NDEP is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	sgotta	08/29/2012 10:43:36 AM
Division Approval	abasham	09/04/2012 09:17:20 AM
Department Approval	abasham	09/04/2012 09:17:31 AM
Contract Manager Approval	sgotta	09/04/2012 10:00:57 AM
Budget Analyst Approval	jrodrig9	09/08/2012 13:28:22 PM
BOE Agenda Approval	cwatson	09/19/2012 09:46:31 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: **12366** Amendment Number: **1**

Agency Name: **REAL ESTATE DIVISION** Legal Entity Name: **RENO SPARKS ASSOC OF REALTORS**

Agency Code: **748** Contractor Name: **RENO SPARKS ASSOC OF REALTORS**

Appropriation Unit: **3826-10** Address: **5650 RIGGINS CT STE 200**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89520-6541**

If "No" please explain: **Not Applicable** Contact/Phone: **Char White 775/823-8800**

Vendor No.: **T81031901**

NV Business ID: **88 6004347**

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 % Education and Research Funds

Agency Reference #: **748**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/27/2011**

Anticipated BOE meeting date **08/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2013**Contract term: **2 years and 4 days**4. Type of contract: **Contract**Contract description: **Education Contract**

5. Purpose of contract:

This is an amendment to the original contract to provide continuing education credits required by licensees to renew their licenses. The course, developed by the Division to cover new laws and other mandatory topics, and approved by the Real Estate Commission, is currently being offered by the contractor. The purpose of the amendment is to increase contract authority by \$6,048 for fiscal year (FY) 2013. Licensee registrations to the course exceeded expectations in FY 2012. As a result, the contractor has increased the number of course offerings for FY 2013. Based on the additional licensee registrations anticipated in FY 2013, the amended increase of \$6,048 is considered appropriate for classes to be taught under contract from July 1, 2012 to June 30, 2013.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$5,760.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$6,048.00
4. New maximum contract amount:	\$11,808.00

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 645.575 mandates real estate licensees complete approved continuing education to renew or reinstate a real estate license in order to protect the public by ensuring licensees are informed about current laws and regulations.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Funding is allocated within the Education and Research Budget (3826) to provide financial assistance through the bid process for subject area specialists to provide law update courses in locations across the state. Educators approved by the division are required to be practitioners in the field in which they instruct.

- 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?

Reno/Sparks Association of Realtors has previous experience and is the only education sponsor in Northern Nevada to respond to the agency's invitation to bid.

d. Last bid date: 03/10/2011 Anticipated re-bid date:

- 10. Does the contract contain any IT components? No

III. OTHER INFORMATION

- 11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

- 12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor was employed by the Real Estate Division from October 13, 2010 to June 30, 2011 to provide classroom offerings of the continuing education course entitled "What Every Licensee Should Know 2010". Contractor's performance 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:
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	vleigh	08/13/2012 09:07:27 AM
Division Approval	dburn4	08/13/2012 10:03:20 AM
Department Approval	lhemovic	08/13/2012 12:43:06 PM
Contract Manager Approval	lfiguero	08/13/2012 13:55:57 PM
Budget Analyst Approval	sbarkdul	08/31/2012 15:32:59 PM
BOE Agenda Approval	nhovden	09/05/2012 18:10:44 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: **CONV6454** Amendment Number: **4**

Agency Name: **DEPT OF MOTOR VEHICLES** Legal Entity Name: **High Desert Microimaging Inc.**

Agency Code: **810** Contractor Name: **High Desert Microimaging Inc.**

Appropriation Unit: **4741-04** Address: **1225 Financial Blvd**

Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89502**

If "No" please explain: **Not Applicable** Contact/Phone: **Mike Farrell 7753596980**

Vendor No.: **PUR0000032**

NV Business ID: **NV19951110096**

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	55.00 %	Bonds	0.00 %
X Highway Funds	45.00 %	Other funding	0.00 %

Agency Reference #: **ZA0422**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/17/2009**

Anticipated BOE meeting date **10/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **4 years and 14 days**

4. Type of contract: **Contract**

Contract description: **Computer Related Services**

5. Purpose of contract:

This is the fourth amendment to the original contract, which provides end user and technical support to Kofax Scanning Software being currently used within the department. This amendment increases the maximum amount from \$55,285 to \$122,685 due to changes to federal regulations that have been passed requiring the DMV to input certain data elements into the DMV database as well as scan the Medical Examiner's Certificate and retain the image in the DMV scanning image retrieval system for three years from the scan date. The vendor has custom built or enhanced the current scanning system and software being utilized. They will provide the required custom programming and design to intergrate into the current scanning system and meet the needs of the department.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$38,000.00
2. Total amount of any previous contract amendments:	\$17,285.00
3. Amount of current contract amendment:	\$67,400.00
4. New maximum contract amount:	\$122,685.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department requires end user, custom programming and technical support on software being currently used with in the Department.

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? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmunoz	09/06/2012 16:05:43 PM
Division Approval	cmunoz	09/06/2012 16:05:45 PM
Department Approval	dcook	09/06/2012 16:10:38 PM
Contract Manager Approval	hazevedo	09/06/2012 16:17:26 PM
Budget Analyst Approval	cwatson	09/18/2012 13:07:51 PM
BOE Agenda Approval	cwatson	09/18/2012 13:07:56 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 13608	Amendment Number: 1
Agency Name: DEPT OF MOTOR VEHICLES	Legal Entity Name: LAMAR CENTRAL OUTDOOR LLC
Agency Code: 810	Contractor Name: LAMAR CENTRAL OUTDOOR LLC
Appropriation Unit: 4741-40	Address: LAMAR ADVERTISING OF LAS VEGAS
Is budget authority available?: Yes	1863 HELM DR
If "No" please explain: Not Applicable	City/State/Zip: LAS VEGAS, NV 89119
	Contact/Phone: null702/873-4600
	Vendor No.: T27013239
	NV Business ID: NV19961181538

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	56.00 % EMISSIONS
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	X	Other funding	44.00 % FEE FUNDED

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/02/2012**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **06/30/2013**

Termination Date:

Contract term: **363 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 placement of billboards in the Las Vegas area that will provide information to our DMV customers that will assist them in the titling and registering of Off-Highway Vehicles (OHV) as required by NRS 490. This amendment increases the maximum amount from \$9,500 to \$21,500 to include the placement of additional billboards in the Las Vegas area for the advertising of the department's Smoking Vehicle Hotline Campaign.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,500.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$12,000.00
4. New maximum contract amount:	\$21,500.00

II. JUSTIFICATION

7. What conditions require that this work be done?

In the 2011 Legislative Session both the Off-Highway Vehicle Program and the Pollution Control Budget 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?

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	cmunoz	08/24/2012 07:34:10 AM
Division Approval	cmunoz	08/24/2012 07:34:13 AM
Department Approval	dcook	08/28/2012 11:34:05 AM
Contract Manager Approval	hazevedo	08/28/2012 13:37:48 PM
Budget Analyst Approval	cwatson	09/18/2012 13:09:52 PM
BOE Agenda Approval	cwatson	09/18/2012 13:09:56 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 13575	Amendment Number: 1
Agency Name: DEPT OF MOTOR VEHICLES	Legal Entity Name: RENO MEDIA GROUP LLC
Agency Code: 810	Contractor Name: RENO MEDIA GROUP LLC
Appropriation Unit: 4741-40	Address: 961 MATLEY LN STE 120
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89502-2119
If "No" please explain: Not Applicable	Contact/Phone: null775/829-1964
	Vendor No.: PUR0004744
	NV Business ID: E0602422010-4

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	50.00 % emissions
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	X	Other funding	50.00 % fee funded

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/15/2012**
 Anticipated BOE meeting date 10/2012
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**
 Contract term: **1 year and 15 days**

4. Type of contract: **Contract**
 Contract description: **Media Contract**

5. Purpose of contract:
This is the first amendment to the original contract, which delivers 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 FY04, FY05, FY06, FY07, FY08, FY09, FY10, FY11. 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 not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Service Mark**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmunoz	09/06/2012 16:06:52 PM
Division Approval	cmunoz	09/06/2012 16:06:55 PM
Department Approval	dcook	09/06/2012 16:10:58 PM
Contract Manager Approval	hazevedo	09/06/2012 16:16:09 PM
Budget Analyst Approval	cwatson	09/18/2012 13:06:16 PM
BOE Agenda Approval	cwatson	09/18/2012 13:06:21 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: 13586	Amendment Number: 1
Agency Name: DEPT OF MOTOR VEHICLES	Legal Entity Name: WILKS BROADCAST GROUP LLC DBA
Agency Code: 810	Contractor Name: WILKS BROADCAST GROUP LLC DBA
Appropriation Unit: 4741-40	Address: WILKS RENO KTHX KRZQ KJZS KURK
Is budget authority available?: Yes	City/State/Zip: 300 E 2ND ST STE 1400 RENO, NV 89501
If "No" please explain: Not Applicable	Contact/Phone: null775/333-7609
	Vendor No.: PUR0004774A
	NV Business ID: NV20051614778

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	50.00 % Emissions
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	X	Other funding	50.00 % fee funded

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 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**

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 delivers 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):

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 FY 2010. 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	cmunoz	08/31/2012 14:43:33 PM
Division Approval	cmunoz	08/31/2012 14:43:35 PM
Department Approval	dcook	09/04/2012 12:54:34 PM
Contract Manager Approval	hazevedo	09/06/2012 07:50:41 AM
Budget Analyst Approval	cwatson	09/18/2012 13:04:13 PM
BOE Agenda Approval	cwatson	09/18/2012 13:04:21 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: **13729**Agency Name: **REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3265-75**Is budget authority available?: **No**

If "No" please explain: This contract is contingent upon Interim Finance Committee approval of work program #C24525.

Legal Entity Name: **BOARD OF REGENTS-UNR**Contractor Name: **BOARD OF REGENTS-UNR**
Address: **UNR CONTROLLERS OFFICE**
MAIL STOP 325City/State/Zip: **RENO, NV 89557**Contact/Phone: **null775/784-4040**Vendor No.: **D35000816**NV Business ID: **Government Entity**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 %	<input checked="" type="checkbox"/> Other funding	100.00 % Adaptive Resources Grant

Agency Reference #: **1757-17-REHAB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/25/2012**Anticipated BOE meeting date **10/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2016**Contract term: **3 years and 249 days**4. Type of contract: **Interlocal Agreement**Contract description: **Assistive Technology**

5. Purpose of contract:

This is a new intrastate interlocal agreement, which provides assistive technology services to individuals with disabilities. Vocational rehabilitation and independent living clients will be referred to the Nevada Center for Excellence in Disabilities for assistive technology assessment and training services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$439,788.00**

Other basis for payment: The University of Nevada, Reno/Nevada Center for Excellence in Disabilities (NCED) agrees to provide the services set forth in paragraph (6) at a cost of \$407,212 (\$101,803 per State Fiscal Year) for direct costs and \$32,576 (\$8,144 per State Fiscal Year) for indirect costs. Contractor shall submit itemized invoices for payment of costs; travel costs will be reimbursed at State rates. Payment shall be made upon approval of submitted invoice(s) for 1st year funding (October 25, 2012 through June 30, 2013) of \$109,947 with subsequent funding of \$109,947 per State Fiscal Year (July 1-June 30) contingent upon additional grant or departmental funding. At the time of approved additional funding a contract amendment will be processed. Unexpended surplus funds from prior fiscal years cannot be billed in the current fiscal year. Total contract amount not to exceed \$439,788 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Assistive technology consultants are to provide individuals with disabilities residing in Northern and Rural Nevada with assistive technology assessment, testing and training, in an effort to attain employment.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is an interlocal agreement with the University of Nevada, Reno, Nevada Center for Excellence in Disabilities, Research and Educational Planning Center.

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?

Per NRS 277.080 through 277.180. This is an interlocal agreement with the University of Nevada, Reno.

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 University of Nevada, Reno has provided and is currently providing satisfactory services under various contracts for the Department of Employment, Training and Rehabilitation 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 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	08/13/2012 16:17:45 PM
Division Approval	mmason	08/14/2012 09:15:25 AM
Department Approval	tnash	08/14/2012 14:33:20 PM
Contract Manager Approval	tnash	09/12/2012 09:34:20 AM
Budget Analyst Approval	knielsen	09/12/2012 15:07:14 PM
BOE Agenda Approval	sbrown	09/13/2012 10:04:51 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13763**

Agency Name: REHABILITATION DIVISION	Legal Entity Name: DP VIDEO PRODUCTIONS LLC
Agency Code: 901	Contractor Name: DP VIDEO PRODUCTIONS LLC
Appropriation Unit: 3265-51	Address: 2022 WAVERLY CIR
Is budget authority available?: Yes	City/State/Zip: HENDERSON, NV 89014
If "No" please explain: Not Applicable	Contact/Phone: EMIRE STITT 702/303-8554
	Vendor No.: T29019963
	NV Business ID: NV20041136819
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.

<input checked="" type="checkbox"/> General Funds	21.30 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	78.70 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1759-13-REHAB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **10/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/28/2013**Contract term: **150 days**4. Type of contract: **Contract**Contract description: **Orientation DVDs**

5. Purpose of contract:

This is a new contract to provide for the professional development of Orientation DVDs that will be used statewide to conduct orientations, provide information on-demand for individuals seeking information and will be available through the web for prospective clients applying for services with the Rehabilitation Division.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$28,875.00**

Other basis for payment: Contractor will provide the services specified in paragraph five (5) at a cost of \$2,000 to write script and create filming schedule; \$1,000 for narrator; \$3,000 for filming; \$1,000 for filming ASL translator; \$7,500 for editing; \$2,000 for incorporating closed captions and ASL; \$1,000 for incorporating opening graphics and animation; \$4,375 for translations to Spanish; \$1,250 for DVD master and 55 copies; \$750 for encoding and uploading on-line video formats; and \$5,000 for project management, coordination and administration. Travel costs will be reimbursed upon approval of submitted receipt at State of Nevada rates. Total amount not to exceed \$28,875 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State of Nevada, Department of Employment, Training and Rehabilitation, Rehabilitation Division conducts client orientations that prospective client's must attend prior to applying for services. The agency has been operating with outdated material and this service will provide updated information on demand and through the web.

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 equipment, time or expertise to provide a professional orientation DVD for clients that would be accessible through the web.

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?

Three vendors submitted proposals to RFP #1004 and through the evaluation process, the evaluation committee determined that it was in the best interest of the State of Nevada to award the contract to this vendor.

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:

This contractor has had various contracts with the Department of Health and Human Services since February 2011 and performance 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:

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	tmyler	08/22/2012 16:00:57 PM
Division Approval	mcol1	08/22/2012 16:12:43 PM
Department Approval	tnash	08/23/2012 14:40:27 PM
Contract Manager Approval	tnash	08/23/2012 14:40:30 PM
DoIT Approval	lmuelle1	08/30/2012 07:14:33 AM
Budget Analyst Approval	knielsen	08/31/2012 15:13:14 PM
BOE Agenda Approval	sbrown	09/04/2012 11:00:34 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: **13798**

Agency Name: **REHABILITATION DIVISION**
Agency Code: **901**
Appropriation Unit: **3265-51**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **MASSMEDIA LLC**
Contractor Name: **MASSMEDIA LLC**
Address: **2863 SAINT ROSE PARKWAY**
City/State/Zip: **HENDERSON, NV 89052-4806**
Contact/Phone: **KASSI BELZ 702/433-4331**
Vendor No.: **T29017044**
NV Business ID: **NV20001059210**

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.

<input checked="" type="checkbox"/>	General Funds	21.30 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	78.70 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP # 2032**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/10/2012**

Anticipated BOE meeting date **10/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/31/2013**

Contract term: **172 days**

4. Type of contract: **Contract**

Contract description: **Mass Media**

5. Purpose of contract:

To develop and carry out a comprehensive public relations and advertising campaign to promote the existing, new, and potential workforce resources available to businesses and to educate businesses about the benefits of hiring individuals with disabilities. Mass Media will conduct a campaign to help raise awareness with the Vocational Rehabilitation programs two main customer groups, businesses and Nevadans with disabilities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$290,000.00**

Other basis for payment: Per vendor invoicing, as approved deliverable are achieved.

II. JUSTIFICATION

7. What conditions require that this work be done?

To increase awareness with the Vocational Rehabilitation program's two main customer groups, businesses and Nevada's with disabilities, a comprehensive public relations and advertising campaign is needed to promote the workforce resources available to businesses (existing, new, and potential) and to educate businesses about the benefits of hiring individuals with disabilities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not possess the expertise and resources to develop and carry out a comprehensive public relations and advertising campaign.

9. Were quotes or proposals solicited? **No**

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 #2032, 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: 07/17/2012 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:

Department of Health and Human Services, Health Division-March 2011-February 2012
Department of Health and Human Services-April 2008-June 2009. The agency has been satisfied with the 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:

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	tmyler	08/29/2012 13:51:30 PM
Division Approval	mcol1	08/29/2012 14:00:05 PM
Department Approval	tnash	08/29/2012 15:45:49 PM
Contract Manager Approval	tnash	08/29/2012 15:45:53 PM
Budget Analyst Approval	knielsen	09/06/2012 08:16:23 AM
BOE Agenda Approval	sbrown	09/06/2012 12:22:50 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: **13792**Agency Name: **REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3269-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: EMERSON NETWORK POWER

Contractor Name: **EMERSON NETWORK POWER**Address: **LIEBERT SERVICES INC****610 EXECUTIVE CAMPUS DR****WESTERVILLE, OH 43082**

Contact/Phone: RANDY BRYAN 614-841-6700

Vendor No.: PUR0003154

NV Business ID: NV19991322344

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 #: 1749-17-BDA

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/09/2012**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/31/2016**Contract term: **3 years and 327 days**4. Type of contract: **Contract**Contract description: **UPS System Service**

5. Purpose of contract:

This is a new contract to provide preventive maintenance service of the power distribution system; uninterruptible power system; and stationary battery system located at the Bureau of Disability Adjudication office in Carson City.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$46,280.24**

Other basis for payment: Contractor will provide the services specified in paragraph five (5) for one (1) Annual Preventive Maintenance Service for the Power Distribution System; one (1) Semi-Annual and one (1) Annual Preventive Maintenance Service for the Uninterruptible Power System; and three (3) quarterly and one (1) Annual Preventive Maintenance Service for the Stationary Battery System. Payment is to be made upon approval of submitted invoice with contract total not to exceed \$46,280.24 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal Social Security Administration guidelines for the Bureau of Disability Adjudication specify that UPS Systems be in good working order to prevent threats of security and data loss.

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 knowledge and expertise of the UPS System, the training required to maintain the UPS System, or authorization to perform the work according to the manufacturer's specifications.

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 #: 120608

Approval Date: 06/19/2012

c. Why was this contractor chosen in preference to other?

Emerson Network Power, Liebert Services, Inc. is the exclusive service provider for this region, and is the manufacturer of the UPS system and associated components.

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 performing service for the State Controller's Office and performance 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	tmyler	08/28/2012 09:57:38 AM
Division Approval	mcol1	08/28/2012 10:16:51 AM
Department Approval	tnash	08/30/2012 16:43:03 PM
Contract Manager Approval	tnash	08/30/2012 16:43:06 PM
Budget Analyst Approval	knielsen	09/13/2012 08:37:10 AM
BOE Agenda Approval	sbrown	09/13/2012 09:45:55 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:
#120608

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 Employment, Training and Rehabilitation
Brenda Ford, Operations Manager
775-684-3901 ~ BJFord@nvdetr.org
- b. Vendor contact information:
Emerson Network Power, Liebert Services, Inc.
610 Executive Campus Dr. Westerville, OH 43082
FID# 43-1798453
- b. 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:
Service Agreement for Uninterrupted Power Supply System (UPS) with Emerson Network Power, Liebert Services, Inc. to service and maintain the system located at the Bureau of Disability Adjudication.
3. Describe the unique qualification required for the service or good to be purchased:
Emerson Network Power, Liebert Services, Inc. is the exclusive service provider for this region, and is the manufacturer of the UPS system and associated components.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
Emerson Network Power, Liebert Services, Inc. is the exclusive service provider for this region, and is the manufacturer of the UPS system and associated components. No other vendor in the region has the knowledge and expertise of the UPS System, the training required to maintain the UPS System, or authorization to perform the work according to the manufacturer's specifications.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
There is currently no Service Agreement in place, and regular servicing of the system has not been performed as a result. In the event of a power systems outage, Computer and Data Security Systems could be compromised. Federal Social Security Administration guidelines for the Bureau of Disability Adjudication specify that UPS Systems be in good working order to prevent threats of security and data loss.
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 manufacturer was contacted for authorized vendors who could service the system and per the

manufacturer, Emerson Network Power, Liebert Services, Inc. is the exclusive service provider for this region, and is the manufacturer of the UPS system and associated components. No other vendor in the region has the knowledge and expertise of the UPS System, the training required to maintain the UPS System, or authorization to perform the work according to the manufacturer's specifications.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? The State Controller's Office also has this type of UPS system and is under contract with Emerson Network Power, Liebert Services, Inc. They were contacted and have indicated they were very satisfied with their service and pricing.

8. What is the estimated value and length of the contract, amendment or request?
Total contract amount: \$46,280.24 -- 4 Years, as specified in the agreement. September 1, 2012, through August 31, 2016.

a. New contract Y N

b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Department of Employment, Training
and Rehabilitation, Rehabilitation
Division, Bureau of Disability
Adjudication

Requesting agency

hereby requests approval for


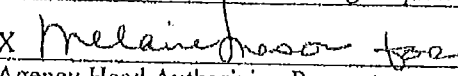
Emerson Network Power,
Liebert Services, Inc.

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 	6.12.12
Agency Representative Initiating Request	Date
X 	6/12/12
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	<i>N/A</i>	
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>Aug Smith</i>	<i>6-19-12</i>
Administrator, Purchasing Division		Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13617**

Agency Name:	EMPLOYMENT SECURITY DIVISION	Legal Entity Name:	BOARD OF REGENTS-CSN
Agency Code:	902	Contractor Name:	BOARD OF REGENTS-CSN
Appropriation Unit:	4770-11	Address:	CSN CONTROLLERS OFFICE 3200 E CHEYENNE AVE
Is budget authority available?:	Yes	City/State/Zip:	NORTH LAS VEGAS, NV 89030
If "No" please explain:	Not Applicable	Contact/Phone:	null702/651-4344
		Vendor No.:	D35000800
		NV Business ID:	Government 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 #: PY12-GR-CSN

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/14/2012**

Anticipated BOE meeting date 10/2012

Retroactive? **Yes**

If "Yes", please explain

The Board of Examiners (BOE) convened on August 14, 2012 and determined that the request for approval of this contract be tabled pending additional information. DETR was notified that the contract should be scheduled for reconsideration at the October 9, 2012 BOE meeting.

3. Termination Date: **07/31/2013**Contract term: **351 days**4. Type of contract: **Interlocal Agreement**Contract description: **Apprentice training**

5. Purpose of contract:

This is a new interlocal agreement to provide additional funds to the College of Southern Nevada's Apprenticeship Program, formerly partnered with the Department of Education, which provides training to eligible participants in several fields such as electrical, plumbing, and carpentry. Funds are allocated to each field based on the number of students enrolled.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$385,021.00**

Other basis for payment: State will process payment when request for funds from College of Southern Nevada is received and approved by the department, normally once a month, with the total Contract amount not to exceed \$385,021. These funds represent Program Year 2012 Governor Reserve funds administered by the State of Nevada, Department of Employment, Training, and Rehabilitation's Employment Security Division. For example, the electrical program, receives funds for 102 enrollees, plumbing for 7 enrollees, glaziers for 10 enrollees, and so on. Each individual program expends the funds as needed. For example, the pipefitters program buys pipes and supplies and glaziers buy equipment and office supplies.

II. JUSTIFICATION

7. What conditions require that this work be done?

During the 2011 Nevada Legislature session the source of additional funding for apprenticeship programs was moved from the Department of Education to DETR in the Governor's budget. 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 division does not employ staff who are qualified to operate an apprenticeship 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: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Interlocal Cooperative Act (NRS per 277.080-277.180)

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:

Board of Regents -- College of Southern Nevada have been contracted with the department since November of 2011 and performance has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	07/09/2012 11:18:33 AM
Division Approval	rolso1	07/09/2012 11:55:23 AM
Department Approval	tnash	09/07/2012 11:30:58 AM
Contract Manager Approval	tnash	09/07/2012 11:36:11 AM
Budget Analyst Approval	knielsen	09/08/2012 13:39:49 PM
BOE Agenda Approval	sbrown	09/10/2012 09:13:53 AM
BOE Final Approval	Pending	

BRIAN SANDOVAL
GOVERNOR



FRANK R. WOODBECK
DIRECTOR

OFFICE OF THE DIRECTOR

MEMORANDUM

DATE: September 7, 2012

TO: Jeff Mohlenkamp, Clerk
Board of Examiners

FROM: Frank R. Woodbeck, Director
Department of Employment, Training and Rehabilitation

SUBJECT: Retroactive Contract for Services of Interlocal Agreement
PY 2012 CSN Apprenticeship Contract

The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with CSN retroactive to August 14, 2012.

The Board of Examiners convened on August 14, 2012 and determined that the request for approval be tabled pending additional information. DETR has been notified that the contract is scheduled for reconsideration on October 9, 2012.

Thank you for your consideration of this request.

Attachments: Contract
Contract Summary

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: **13616**

Agency Name: EMPLOYMENT SECURITY DIVISION	Legal Entity Name: BOARD OF REGENTS-TMCC
Agency Code: 902	Contractor Name: BOARD OF REGENTS-TMCC
Appropriation Unit: 4770-11	Address: TMCC CONTROLLERS OFFICE
Is budget authority available?: Yes	7000 DANDINI BLVD
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89512-3999
	Contact/Phone: null775/673-7155
	Vendor No.: D35000812
	NV Business ID: Government 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 #: **PY12-GR-TMCC**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/14/2012**Anticipated BOE meeting date **10/2012**Retroactive? **Yes**

If "Yes", please explain

The Board of Examiners (BOE) convened on August 14, 2012 and determined that the request for approval of this contract be tabled pending additional information. DETR was notified that the contract should be scheduled for reconsideration at the October 9, 2012 BOE meeting.

3. Termination Date: **07/31/2013**Contract term: **351 days**4. Type of contract: **Interlocal Agreement**Contract description: **Apprentice training**

5. Purpose of contract:

This is a new interlocal agreement to provide additional funds to Truckee Meadows Community College's Apprenticeship Program, formerly partnered with the Department of Education, which provides training to eligible participants in several fields such as electrical, plumbing, and carpentry. Funds are allocated to each field based on the number of students enrolled.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$66,230.00**

Other basis for payment: State will process payment when request for funds from TMCC is received and approved by the Department, normally once a month, with the total Contract amount not to exceed \$66,230. These funds represent Program Year 2012 Governor Reserve funds administered by the State of Nevada, Department of Employment, Training, and Rehabilitation's Employment Security Division. For example, the electrical program, receives funds for 51 enrollees, Iron Workers for 5 enrollees, Sheet Metal for 14 enrollees, and so on. Each individual program expends the funds as needed. For example, the pipefitters program buys pipes and supplies and glaziers buy equipment and office supplies.

II. JUSTIFICATION

7. What conditions require that this work be done?

During the 2011 Nevada Legislature session the source of additional funding for apprenticeship programs was moved from the Department of Education to DETR in the Governor's budget. Workforce Investment Act of 1998.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The division does not employ staff who are qualified to operate an apprenticeship 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: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Interlocal Cooperative Act (NRS per 277.080-277.180).

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:

Board of Regents -- Truckee Meadows Community College has been contracted with the department since November of 2011 and performance has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	07/09/2012 11:17:19 AM
Division Approval	rolso1	07/09/2012 11:55:05 AM
Department Approval	tnash	09/07/2012 11:53:38 AM
Contract Manager Approval	tnash	09/07/2012 11:53:41 AM
Budget Analyst Approval	knielsen	09/08/2012 13:47:16 PM
BOE Agenda Approval	sbrown	09/10/2012 09:08:03 AM
BOE Final Approval	Pending	

BRIAN SANDOVAL
GOVERNOR



FRANK R. WOODBECK
DIRECTOR

OFFICE OF THE DIRECTOR

MEMORANDUM

DATE: September 7, 2012

TO: Jeff Mohlenkamp, Clerk
Board of Examiners

FROM: Frank R. Woodbeck, Director
Department of Employment, Training and Rehabilitation

SUBJECT: Retroactive Contract for Services of Interlocal Agreement
PY 2012 TMCC Apprenticeship Contract

The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with TMCC retroactive to August 14, 2012.

The Board of Examiners convened on August 14, 2012 and determined that the request for approval be tabled pending additional information. DETR has been notified that the contract is scheduled for reconsideration on October 9, 2012.

Thank you for your consideration of this request.

Attachments: Contract
Contract Summary

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: 12350	Amendment Number: 1
Agency Name: DETR ADMINISTRATIVE SERVICES	Legal Entity Name: NETWORK INTERPRETING SERVICE
Agency Code: 908	Contractor Name: NETWORK INTERPRETING SERVICE
Appropriation Unit: All Appropriations	Address: INC
Is budget authority available?: Yes	P.O. Box 1223
If "No" please explain: Not Applicable	City/State/Zip: BURLEY, ID 83318-1223
	Contact/Phone: Lindsey Udy 800/284-1043
	Vendor No.: T81106736
	NV Business ID: NV20101886492

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 % All Budget Accounts

Agency Reference #: **1656-13-DETR**

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/15/2011**
 Anticipated BOE meeting date **09/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **07/31/2013**
 Contract term: **2 years and 17 days**

4. Type of contract: **Contract**
 Contract description: **Interpreting Service**

5. Purpose of contract:
This is the first amendment to the original contract, which provides American Sign Language interpreting services in compliance with the Americans With Disabilities Act, for the State of Nevada, Department of Employment, Training, and Rehabilitation. This amendment increases the contract amount from \$9,500 to \$15,000 due to an increased volume of services requiring certified deaf instructors.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,500.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$5,500.00
4. New maximum contract amount:	\$15,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?
 The State of Nevada, Department of Employment, Training, and Rehabilitation must contract for interpreting services for compliance with the Americans with Disabilities Act.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
 State of Nevada Employees do not provide this service in-house.

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?
One in a vendor pool.

d. Last bid date: 07/16/2010 Anticipated re-bid date: 05/01/2013

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:

Network Interpreting Service, Inc. LLC has been providing satisfactory service to the department since July, 2011

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	08/02/2012 10:49:34 AM
Division Approval	tnash	08/28/2012 13:01:35 PM
Department Approval	tnash	08/28/2012 13:01:37 PM
Contract Manager Approval	tnash	08/28/2012 13:01:40 PM
Budget Analyst Approval	knielsen	08/30/2012 16:10:19 PM
BOE Agenda Approval	sbrown	08/31/2012 07:50:14 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: **13787**

Agency Name: MASTER SERVICE AGREEMENTS	Legal Entity Name: AMERICAN DATABANK, LLC
Agency Code: MSA	Contractor Name: AMERICAN DATABANK, LLC
Appropriation Unit: 9999 - All Categories	Address: 110 16TH STREET, 8TH FLOOR
Is budget authority available?: Yes	City/State/Zip: DENVER, CO 80202
If "No" please explain: Not Applicable	Contact/Phone: SUSAN BOURDELAIS 800-200-0853
	Vendor No.:
	NV Business ID: NV20061051885
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 % Various

Agency Reference #: **RFP 1889**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **10/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **04/25/2014**

Contract term: **1 year and 206 days**

4. Type of contract: **MSA**

Contract description: **Background Screening**

5. Purpose of contract:

This is a new contract to provide background investigations for new hires, board certifications, etc.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Priced per person / per social locator as delineated in Attachment C of the State of Utah - State Cooperative Contract #MA053.

II. JUSTIFICATION

7. What conditions require that this work be done?

This Participating Addendum to the Western States Contracting Alliance (WSCA) contract will give our state agencies more vendor choices and better pricing when in need of background screening and verification services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the resources to perform the volume of services required under these contracts.

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 one of the vendors chosen through a competitive procurement process done by the State of Utah. Nevada had an evaluator participate in the process.

d. Last bid date: 08/16/2008 Anticipated re-bid date: 09/15/2016

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:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	08/27/2012 10:34:03 AM
Division Approval	ldeloach	08/27/2012 10:34:05 AM
Department Approval	ktarter	08/27/2012 11:51:45 AM
Contract Manager Approval	cjanes	08/27/2012 15:57:28 PM
Budget Analyst Approval	csawaya	08/31/2012 13:30:26 PM
BOE Agenda Approval	sbrown	09/10/2012 08:03:43 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: **13782**

Agency Name: MASTER SERVICE AGREEMENTS	Legal Entity Name: Sterling Infosystems, Inc.
Agency Code: MSA	Contractor Name: Sterling Infosystems, Inc.
Appropriation Unit: 9999 - All Categories	Address: 249 WEST 17TH STREET, FLOOR 6
Is budget authority available?: Yes	City/State/Zip: NEW YORK, NY 10011
If "No" please explain: Not Applicable	Contact/Phone: Bridget Bradford 415-320-3042
	Vendor No.:
	NV Business ID: NV20051778984
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 % Various

Agency Reference #: MA052

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **04/25/2014**

Contract term: **1 year and 206 days**

4. Type of contract: **MSA**

Contract description: **Background Screening**

5. Purpose of contract:

This is a new contract to provide Background Screening and Verification services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Priced per person / per social locator as delineated in Attachment C of the State of Utah - State Cooperative Contract #MA052.

II. JUSTIFICATION

7. What conditions require that this work be done?

This Participating Addendum to the Western State Contracting Alliance (WSCA) contract will give our state agencies more vendor choices and better pricing when in need of background screening and verification services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the resources to perform the volume of services required under these contracts.

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?

Pursuant to RFP #1889, 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: 08/18/2008 Anticipated re-bid date: 09/15/2016

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:

University of Nevada, Reno (February - March 2012) 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:

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	ldeloach	09/06/2012 15:10:24 PM
Division Approval	ldeloach	09/06/2012 15:10:26 PM
Department Approval	ldeloach	09/06/2012 15:10:30 PM
Contract Manager Approval	cjanes	09/06/2012 15:52:49 PM
Budget Analyst Approval	csawaya	09/10/2012 08:12:56 AM
BOE Agenda Approval	sbrown	09/10/2012 09:01:18 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: **13774**

Agency Name: MASTER SERVICE AGREEMENTS	Legal Entity Name: T-Mobile USA, Inc
Agency Code: MSA	Contractor Name: T-Mobile USA, Inc
Appropriation Unit: 9999 - All Categories	Address: 12920 SE 38th Street
Is budget authority available?: Yes	City/State/Zip: Bellevue, WA 98006
If "No" please explain: Not Applicable	Contact/Phone: David Bezzant 800-318-9270
	Vendor No.: T32000086
	NV Business ID: NV19991460194
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 % Various

Agency Reference #: 1907

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2016**

Contract term: **4 years and 31 days**

4. Type of contract: **MSA**

Contract description: **Wireless Services**

5. Purpose of contract:

This is a new contract to provide wireless devices, maintenance and service, wireless voice communication and data transmission options such as video, messaging, internet or other services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: As invoiced by vendor and approved by the State.

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract allows agencies to easily obtain their wireless communication needs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies or employees do not have the ability or resources to provide wireless services or equipment.

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 #1907, and in accordance with NRS 333, the selected vendor was one of four with the highest scoring proposal as determined by an independently appointed evaluation committee.

d. Last bid date: 02/03/2011 Anticipated re-bid date: 02/03/2015

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:

Contractor currently provides wireless communication services and equipment statewide. Quality is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	sberry	08/17/2012 13:36:48 PM
Division Approval	sberry	08/17/2012 13:37:05 PM
Department Approval	sberry	08/17/2012 13:37:07 PM
Contract Manager Approval	tsmit2	08/17/2012 13:40:51 PM
Budget Analyst Approval	csawaya	08/24/2012 15:15:41 PM
BOE Agenda Approval	sbrown	08/27/2012 11:32:22 AM
BOE Final Approval	Pending	

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: September 19, 2012

To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration

From: Carla Watson, Budget Analyst
Budget Division

Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

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

DEPARTMENT OF TRANSPORTATION - ADMINISTRATION


Agenda Item Write-up:

Department of Transportation (NDOT) – Administration - \$218,308.20

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.

Additional Information:

Payment will be made within 15 days of approval by the Board of Examiners.

REVIEWED: 
INFO ITEM: _____

RECEIVED

SEP 05 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF PLANNING AND
BUDGET AND PLANNING DIVISION



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

Transportation Division
1263 S. Stewart Street
Carson City, Nevada 89712

CATHERINE CORTEZ MASTO
Attorney General

KEITH MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

September 5, 2012

Hand Delivered

Carla Watson
Nevada Department of Administration
Division of Budget and Planning
209 East Musser Street, Rm 200
Carson City, Nevada 89701-4298

Re: Submittal to October 9, 2012 Board of Examiners Agenda

Dear Carla:

Enclosed is a settlement item to be included in the October 9, 2012 Board of Examiners agenda for the Nevada Department of Transportation (NDOT).

This item is a proposed settlement agreement between American Contractor's Indemnity Company and NDOT. NDOT would receive \$218,308.20 regarding the surety bond for Minden Gateway Center, LLC. A memorandum explaining the above proposed settlement and a copy of the proposed settlement agreement are enclosed.

Should you have any questions, please contact Senior Deputy Attorney General, E. Pierre Gezelin at 888-7417.

Sincerely,
CATHERINE CORTEZ MASTO
Nevada Attorney General

By *Alice Coffman*
Alice Coffman, Supervising Legal Secretary
Transportation Division
(775) 888-7412

:agc
Enclosures



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

Transportation Division
1263 S. Stewart Street
Carson City, Nevada 89712

CATHERINE CORTEZ MASTO
Attorney General

KEITH MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

MEMORANDUM

DATE: August 28, 2012

TO: Board of Examiners
Governor Brian Sandoval
Attorney General Catherine Cortez Masto
Secretary of State Ross Miller

FROM: E. Pierre Gezelin, Senior Deputy Attorney General
Dennis Gallagher, Chief Deputy Attorney General
Rudy Malfabon, Deputy Director,
Nevada Department of Transportation

SUBJECT: SETTLEMENT RECOMMENDATION
Surety: American Contractors Indemnity Company
Principal: Minden Gateway Center, LLC
Bond No.: 1000767534
Obligee: State of Nevada

SUMMARY

NDOT requests settlement approval of the attached settlement agreement. Pursuant to the agreement NDOT is to receive \$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 which was to be started and completed in one phase under Occupancy Permit No. 104719.

BACKGROUND

On October 3, 2008 Occupancy Permit No.104719 was issued by NDOT to Minden Gateway for an encroachment within the state's right of way at the intersection of US 395 and SR 88. Minden Gateway failed to complete the work and filed bankruptcy. On October 22, 2010 the Department issued a Notice of Default and Demand for Performance upon the surety, ACIC.

After the completion of ACIC's lengthy investigation NDOT and the surety negotiated the attached settlement agreement with ACIC agreeing to pay the full amount of the bond. Payment will be made within 15 days of approval by this body.

RECOMMENDATION

NDOT recommends accepting payment of the full amount of the performance bond in the amount of \$218,308.20.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT, ASSIGNMENT AND MUTUAL RELEASE (the "Agreement") is made by and between AMERICAN CONTRACTORS INDEMNITY COMPANY ("ACIC") and STATE OF NEVADA (the "State").

RECITALS

1. On or about October 7, 2008, Minden Gateway, LLC, ("Minden Gateway") applied for an Occupancy Permit No. 104719-8 (the "Permit") from the Department of Transportation of the State of Nevada for the performance of the work described in the terms and conditions of the Permit and with the requirements of statutes.
2. On or about March 3, 2007, ACIC, as surety, issued Right-of-Way Performance Bond No. 1000767534 (the "Bond") with Minden Gateway, LLC, ("Minden Gateway") as principal and the State, as obligee, in the sum of \$218,308.20.
3. On or about October 22, 2010, the State sent a letter to ACIC informing that ACIC that Minden Gateway has discontinued the prosecution of the work under the Permit and made a demand upon ACIC to take over the work under the Permit.
4. ACIC and the State now wish to resolve all Claims (as defined below) between them and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ACIC and State agree as follows:

A. DEFINITIONS

"Claim" or "Claims" shall refer to any and all claims, demands, liabilities, damages, complaints, amended complaints, misrepresentations, breach of contract, breach of warranty, economic damages, non-economic damages, property damage, loss of use, personal injury, bodily injury, distress, attorneys' fees, expert fees, repair costs, investigative costs, and any other actionable omissions, conduct and damage of every kind and nature whatsoever, whether seen or unforeseen, whether known or unknown, alleged or which could have been alleged or asserted between the Parties with respect to the Permit or the Bond.

"Parties" shall refer collectively to ACIC and the State.

"Related Persons and Entities" shall refer to any and all past, present and future parent companies, divisions, subsidiaries, affiliates, related corporations and entities, members, stockholders, directors, officers, employees, agents, insurers, sureties, attorneys, experts, lenders, mortgage holders, predecessors, partners, joint venturers, legal representatives, heirs, administrators, trustors, trustees, beneficiaries, creditors, assigns, successors, lessees, tenants and legal and equitable owners, as applicable to the Parties.

B. SETTLEMENT TERMS

The settlement terms are as follows:

1. ACIC agrees to pay the State \$218,308.20 (“**Settlement Payment**”) within 15 days from the execution of this Agreement by the Parties and final approval of this Agreement by the Nevada Board of Examiners, as set forth in Section.
2. The State agrees that the Settlement Payment paid by ACIC pursuant to this Agreement shall be applied towards the completion of the work under the Permit. The State agrees to complete the work within a reasonable time.
3. In exchange for and upon receipt of the Settlement Payment as set forth above the State fully and completely exonerates the Bond and forever releases and absolutely and forever discharges ACIC and its Related Persons and Entities from any and all demands, liens, claims, assignments, contracts, covenants, actions, suits, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, controversies, judgments, orders and liabilities of whatsoever kind and nature, at equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have existed, or which do exist, or which hereafter can, shall or may exist between the Parties with respect to the Claims, the Permit and the Bond.
4. Upon receipt of the Settlement Payment as set forth above the State will send the original Bond to ACIC.

C. COMPROMISE

This Settlement Agreement is the compromise of doubtful and disputed Claims and nothing contained herein is to be construed as an admission of liability on the part of the Parties, or any of them, by whom liability is expressly denied, or as an admission of any absence of liability on the part of the Parties, or any of them.

D. FURTHER ASSURANCES

Parties hereby agree to execute and deliver such other documents and to take such other action as may be reasonably necessary to achieve the goals and purposes of this Settlement Agreement.

E. APPROVAL BY THE NEVADA BOARD OF EXAMINERS

The Parties understand that (a) this Agreement and its terms and conditions are subject to the approval of the Nevada Board of Examiners, and (b) such approval by the Nevada Board of Examiners is an express condition precedent to any of the obligations assumed by either Party under the Agreement. If the Nevada Board of Examiners does not approve this Agreement, the Agreement and the terms of any settlement contained therein shall be null and void. The Nevada

Department of State ("NDOT") shall use reasonable, good faith efforts to have the consideration of this Agreement placed on the agenda for the Nevada Board of Examiners meeting presently scheduled for August 14, 2012. NDOT shall diligently recommend the approval of this Agreement to the Nevada Board of Examiners, including drafting any language required by Nevada statutes

F. GOVERNING LAW

This Settlement Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

G. JURISDICTION

Any action to enforce or construe and alleging a breach of this Settlement Agreement shall be brought only in the First Judicial District Court, Carson City, Nevada. If any Party is forced to seek enforcement of this Settlement Agreement through court intervention, the prevailing party shall be entitled to attorneys' fees and all costs associated with such enforcement.

H. ADMISSIBILITY OF AGREEMENT

In an action or proceeding related to this Settlement Agreement, the Parties stipulate that a fully executed copy of this Settlement Agreement may be admissible to the same extent as the original Settlement Agreement.

I. BENEFIT AND BURDEN

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns.

J. SEVERABILITY

In the event that any condition or covenant herein contained is held to be invalid or void by any Court of competent jurisdiction, the same shall be deemed severable from the remainder of this Settlement Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to scope or context, such provision shall be deemed valid to the extent of a scope or context permitted by law.

K. WAIVER AND AMENDMENT

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any provision hereof. This Settlement Agreement may be amended only by written agreement executed by the Parties in the interest at the time of modification.

L. INDIVIDUAL AND PARTNERSHIP AUTHORITY

Any individual signing this Settlement Agreement on behalf of another individual, a corporation or partnership represents or warrants that he or she has full authority to do so.

M. GENDER AND TENSE

Whenever required by the context hereof, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular, and the masculine and feminine and neuter gender shall be deemed to include the other.

N. ENTIRE AGREEMENT

This Settlement Agreement constitutes the entire Settlement Agreement between the Parties hereto pertaining to the subject matter thereof, and fully supersedes any and all prior understandings, representations, warranties and agreements between the Parties hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement signed by all the Parties hereto. This Settlement Agreement is executed without reliance upon any statement or representation by the person or parties released, or their representatives, concerning the nature and extent of injuries and/or damages and/or legal liability therefor.

O. INDEPENDENT ADVICE OF COUNSEL

The Parties hereto, and each of them, represent and declare that in executing this Settlement Agreement, they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel.

P. VOLUNTARY AGREEMENT

The Parties hereto, and each of them, further represent and declare that they have carefully read this Settlement Agreement and know the contents thereof, and they have signed the same freely and voluntarily.

Q. COUNTERPARTS

This Settlement Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The Parties agree that the transmission of a signature of this Settlement Agreement via facsimile or other electronic means shall have the same legal effect as the receipt of an original signature.

R. JOINT PRODUCT

This Settlement Agreement is the product of bargained-for, arms-length negotiations between the Parties and their counsel, and shall not be construed for or against any Party or its representative(s).

S. NO THIRD PARTY BENEFICIARY

This Settlement Agreement is for the benefit of the Parties and confers no rights, benefits, or causes of action in favor of any other third parties or entities.

THE STATE OF NEVADA

Signature:



Name:

RUDY MALFABON

Job Title:

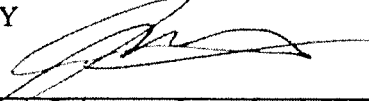
DEPUTY DIRECTOR

Date:

8-30-12

AMERICAN CONTRACTORS INDEMNITY
COMPANY

Signature:



Name:

John C. Yi

Job Title:

VP, Bond Claims Director

Date:

8/15/12