

# POST

## \*\*\* NOTICE OF PUBLIC MEETING \*\*\*

### BOARD OF EXAMINERS

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**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:** December 5, 2012 at 10:00 a.m.

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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.

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### AGENDA

1. PUBLIC COMMENTS
- \*2. FOR POSSIBLE ACTION – APPROVAL OF THE NOVEMBER 13, 2012 BOARD OF EXAMINERS’ MEETING MINUTES
- \*3. STATE ADMINISTRATIVE MANUAL REVISIONS

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of additions and revisions in the following Chapters: **0208 – Agencies Adoption of Lesser Travel Reimbursement Rate.**

**\*4. 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.

<b>AGENCY NAME</b>	<b># OF VEHICLES</b>	<b>NOT TO EXCEED:</b>
Department of Administration – Motor Pool Division	10	\$219,039
Veteran’s Services – Southern Nevada Veteran’s Home	1	\$23,155.25
<b>Total:</b>	<b>11</b>	<b>\$242,194.25</b>

**\*5. FOR POSSIBLE ACTION – REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE CONTINGENCY FUND**

**A. Office of the Military – Military – \$1,273**

Pursuant to NRS 353.268, Office of the Military – Military, requests an allocation of \$1,273 from the Interim Finance Contingency Fund to cover seven pending stale claims from state fiscal year 2012.

**B. Supreme Court – Judicial Selection – \$8,000**

Pursuant to NRS 353.268, Supreme Court – Judicial Selection, requests an allocation of \$8,000 from the Interim Finance Contingency Fund for the costs of filling judicial elected official vacancies for the remainder of the fiscal year.

**C. Department of Health and Human Services – Public Defender Office – \$501**

Pursuant to NRS 353.268, Department of Health and Human Services – Public Defender Office, is requesting an allocation of \$501 from the Interim Finance Contingency Fund to cover a payroll stale claim from fiscal year 2011.

**D. Treasurer’s Office – State Treasurer – \$31,661**

Pursuant to NRS 353.268, Treasurer’s Office – State Treasurer, is requesting an allocation of \$31,661 from the Interim Finance Contingency Fund for a Management Analyst III position to support the increasing volume of work associated with the state’s e-Payment Merchant Services program, as well as oversight responsibilities for the Arbitrage program formerly performed by the Controller’s Office.

**\*6. 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 – Clark County Flood**

Pursuant to NRS 353.2755, the Clark County Office of Emergency Management and Homeland Security on behalf of the City of Mesquite, University of Nevada Las Vegas and the Clark County School District filed its letter of intent with the Division of Emergency Management to request a loan or a grant from the Disaster Relief Account for the Clark County Flood Recovery within the 60 day requirement. The entities need to provide additional information to complete their request including, but not limited to, financial documentation, availability of internal funding, and assessment of damages. Emergency Management respectfully requests an extension to September 11, 2013 to collect this data for final submittal to the Board of Examiners and Interim Finance Committee.

**\*7. FOR POSSIBLE ACTION – LEASES**

BOE #	LESSEE	LESSOR	AMOUNT
1.	Department of Health and Human Services – Division of Welfare and Supportive Services	S&A Freshman Family Properties, LLC.	\$109,321
	<b>Lease Description:</b>	This is an extension of an existing lease which has been negotiated to house the Division of Welfare and Supportive Services.	
		<b>Term of Lease:</b>	01/01/2013 – 12/31/2015

**\*8. FOR POSSIBLE ACTION – CONTRACTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - VIOLENCE AGAINST WOMEN GRANTS	SMITH, ALLISON M.	FEDERAL	\$17,000	
	<b>Contract Description:</b>	This is the second amendment to the original contract which provides services as a Drug Endangered Children's Coordinator. The coordinator responds to the needs of drug endangered children, forms regional multi-disciplinary teams, facilitates public awareness, and schedules at least 12 community meetings throughout the State. The coordinator also completes project administrative duties including creating and distributing pertinent materials and keeping records as required under the grant funding. This amendment extends the contract termination date from December 31, 2012 to December 31, 2013 and increases the funding from \$60,000 to \$77,000 due to the continued need for these services.				
	<b>Term of Contract:</b>	11/01/2011 - 12/31/2013	Contract # 12731			
2.	030	ATTORNEY GENERAL'S OFFICE - NATIONAL SETTLEMENT ADMINISTRATION	RICH, WIGHTMAN & COMPANY, CPAS, LLC.	OTHER: NATIONAL MORTGAGE SETTLEMENT	\$117,458	
	<b>Contract Description:</b>	This is a new contract to conduct confidential audits and to provide information and evidence to assess compliance with state statutes and regulations in regards to companies that are under investigation for mortgage fraud.				
	<b>Term of Contract:</b>	12/05/2012 - 09/30/2013	Contract # 13889			
3.	051	TREASURER'S OFFICE - COLLEGE SAVINGS TRUST	INTERNATIONAL ASSOCIATION OF THE WORKING MOTHERS	OTHER: NEVADA COLLEGE SAVINGS	\$50,000	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide an increase in awareness for financial literacy in the State of Nevada by reaching out to women and working mothers in implementing a Women's Money Conference in Reno and Las Vegas, with the Board of the Nevada's College Savings Plan as the title sponsor.				
	<b>Term of Contract:</b>	12/11/2012 - 06/30/2013	Contract # 13893			
4.	051	TREASURER'S OFFICE - COLLEGE SAVINGS TRUST	WOLF PACK SPORTS PROPERTIES	OTHER: NEVADA COLLEGE SAVINGS	\$20,000	SOLE SOURCE
	<b>Contract Description:</b>	This is a new contract to provide direct marketing of the Nevada College Savings Plans and Prepaid Tuition Programs to parents and other family members attending basketball games at the University of Nevada Reno and the University of Nevada Las Vegas.				
	<b>Term of Contract:</b>	12/11/2012 - 03/01/2013	Contract # 13887			
5.	082	DEPARTMENT OF ADMINISTRATION - SPWD - BUILDINGS AND GROUNDS	CARRIER CORP.	FEE: BUILDING RENT INCOME FEE	\$17,993	
	<b>Contract Description:</b>	This is the third amendment to the original contract, which provides ongoing heating, ventilation, and air conditioning services to various buildings in Las Vegas. This amendment extends the termination date from December 31, 2012 to April 30, 2013 and increases the maximum amount from \$378,916.50 to \$396,909.82 due to the extension.				
	<b>Term of Contract:</b>	11/01/2008 - 04/30/2013	Contract # CONV5794			
6.	082	STATE PUBLIC WORKS DIVISION - PRISON 05 CIP PROJECTS-NON-EXEC	RENO SPARKS INDIAN COLONY	OTHER: REVENUE CONTRACT	\$1,345,000	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new revenue contract that appoints the division as the primary project manager for the land exchange transaction with the Reno Sparks Indian Colony.				
	<b>Term of Contract:</b>	01/08/2013 - 01/08/2017	Contract # 13913			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7.	082	SPWD DEPT OF ADMIN 2011 STATEWIDE CIP- NON-EXEC	AFFILIATED FACILITY CONSULTANT	BONDS: PROCEEDS FROM BONDS	\$7,185	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is the first amendment to the original contract, which provides roof replacement for the Caliente Youth Center; Project No. 11-S01(9R); Contract No. 47338. This amendment increases the maximum amount from \$9,580 to \$16,765 to provide for three additional weeks of roofing inspection for the Caliente Youth Center.				
		<b>Term of Contract:</b>	08/30/2012 - 06/30/2014	<b>Contract # 13776</b>		
8.	300	DEPARTMENT OF EDUCATION - ELEMENTARY & SECONDARY EDUCATION TITLES II, V, & VI	OTIS EDUCATIONAL SYSTEMS, INC.	FEDERAL	\$187,000	SOLE SOURCE
	<b>Contract Description:</b>	This is a new contract to provide managed services to improve the core functionality of the State Longitudinal Data System (SLDS) and to continue to develop new applications. Otis Educational Systems will assist Nevada Department of Education to improve data quality, streamline services, and gain technical knowledge. The benefits of these services will enable the Nevada Department of Education to continue to extend and enhance the SLDS to make it relevant to current needs and better serve the educational community in the state.				
		<b>Term of Contract:</b>	Upon Approval - 12/05/2013	<b>Contract # 13904</b>		
9.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - BIOSTATISTICS AND EPIDEMIOLOGY	ALZHEIMERS ASSOCIATION OF NO CA & NO NV	OTHER: REVENUE	\$22,500	
	<b>Contract Description:</b>	This is a new contract to incorporate questions about cognitive impairment in the Nevada 2013 Behavioral Risk Factor Surveillance System (BRFSS). This request is a companion to Interim Finance Committee work program C25518 adding the authority to this budget account.				
		<b>Term of Contract:</b>	01/01/2013 - 12/31/2013	<b>Contract # 13844</b>		
10.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	THREE SQUARE	FEDERAL	\$31,739	
	<b>Contract Description:</b>	This is a new contract for the Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, the division collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.				
		<b>Term of Contract:</b>	Upon Approval - 09/30/2013	<b>Contract # 13841</b>		
11.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	RX REMOTE SOLUTIONS	GENERAL	\$500,000	
	<b>Contract Description:</b>	This is a new contract to provide remote chart order processing for Northern Nevada Adult Mental Health Services and Lake's Crossing Center with Mental Health and Developmental Services.				
		<b>Term of Contract:</b>	01/01/2013 - 01/01/2017	<b>Contract # 13882</b>		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
12.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - ADMINISTRATION	HERE'S HOW EMARKETING	FEDERAL	\$24,800	
	<b>Contract Description:</b>	This is a new contract to provide research support and professional services to the Nevada Commission on Mental Health and Developmental Services (MHDS).				
		<b>Term of Contract:</b>	12/11/2012 - 06/30/2013	<b>Contract # 13830</b>		
13.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - RURAL CLINICS	MASON VALLEY JANITORIAL	GENERAL	\$10,300	
	<b>Contract Description:</b>	This is a new contract to provide janitorial services for the Yerington Mental Health Center to provide a clean, sanitary facility for the consumer's use.				
		<b>Term of Contract:</b>	07/01/2013 - 06/30/2015	<b>Contract # 13864</b>		
14.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - CALIENTE YOUTH CENTER	LINCOLN COUNTY HOSPITAL DISTRICT	GENERAL	\$26,220	EXEMPT
	<b>Contract Description:</b>	This is the first amendment to the original interlocal agreement, which provides medical services, including diagnosis and treatment to youth in residence at the Caliente Youth Center. This amendment extends the termination date from December 31, 2012 to December 31, 2013, increases the monthly payment from \$2,121.80 to \$2,185.00 and increases the maximum amount from \$25,461.60 to \$51,681.60.				
		<b>Term of Contract:</b>	01/10/2012 - 12/31/2013	<b>Contract # 12863</b>		
15.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	AUSTIN'S HOUSE	GENERAL	\$279,000	
	<b>Contract Description:</b>	This is the third amendment to the original contract which provides emergency shelter services for the youth in the care of the Division of Child and Family Services. This amendment increases the maximum amount from \$282,100 to \$561,100 due to the change in the cost from \$100 per child, per day for the first 30 days; prevailing foster care rates after the first 30 days and prevailing rates for clothing and incidentals after 30 days (age 0-12 years \$22.45 / age 13 & older \$25.42) to a flat rate of \$100 per child, per day, as approved with Amendment #2.				
		<b>Term of Contract:</b>	08/11/2009 - 06/30/2013	<b>Contract # CONV6680</b>		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
16.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD & ADOLESCENT SERVICES	SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.	GENERAL 45% OTHER: PRIVATE INSURANCE 3% FEDERAL 52%	\$11,880	SOLE SOURCE
	<b>Contract Description:</b>	This is the second amendment to the original contract, which provides routine and preventative maintenance services for the TAC controls that govern the heating and air conditioning at Desert Willow Treatment Center, located in Las Vegas. This amendment increases the maximum amount from \$30,000 to \$41,880 due to the need for additional materials and repairs.				
		<b>Term of Contract:</b>	06/30/2009 - 06/30/2013	<b>Contract #</b> CONV6679		
17.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	MANPOWER INC. OF SOUTHERN NEVADA	GENERAL 65% OTHER: CAREER ENHANCEMENT FUNDS - DETR 14% FEDERAL 21%	\$32,000	
	<b>Contract Description:</b>	This is the first amendment to the original contract, which provides ongoing vocational training and job readiness courses to inmates incarcerated within the department. This amendment increases the contract amount by \$32,000 for a new maximum contract amount of \$56,000. The original contract provided for 16 courses which have been completed, this amendment will allow for an additional 18 courses for more intensive classroom instruction to inmates that have completed Job Readiness training.				
		<b>Term of Contract:</b>	01/10/2012 - 06/30/2014	<b>Contract #</b> 12775		
18.	440	DEPARTMENT OF CORRECTIONS - NORTHERN NEVADA CORRECTIONAL CENTER	ADVANCED CHEMICAL TECHNOLOGY (ACT)	GENERAL	\$90,976	
	<b>Contract Description:</b>	This is a new contract to provide water and boiler treatment services to multiple correctional facilities located in northern Nevada: Northern Nevada Correctional Center, Stewart Conservation Camp, Silver State Industries/Dairy, Warm Springs Correctional Center, and Lovelock Correctional Center. Includes all necessary chemicals and monthly services.				
		<b>Term of Contract:</b>	Upon Approval - 11/30/2016	<b>Contract #</b> 13880		
19.	440	DEPARTMENT OF CORRECTIONS - TONOPAH CONSERVATION CAMP	PESTMASTER SERVICES, INC.	GENERAL	\$10,964	
	<b>Contract Description:</b>	This is a new contract to provide regular scheduled pest control services at the following correctional facility: Tonopah Conservation Camp.				
		<b>Term of Contract:</b>	Upon Approval - 06/30/2016	<b>Contract #</b> 13739		
20.	651	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY PATROL	RSVP TRANSPORT, INC.	HIGHWAY	\$15,000	
	<b>Contract Description:</b>	This is the first amendment to the original contract, which provides ongoing transport services for Nevada Highway Patrol. This amendment increases the maximum amount from \$14,700 to \$29,700 due to increased volume of vehicles that will be excessed.				
		<b>Term of Contract:</b>	12/13/2011 - 11/30/2013	<b>Contract #</b> 12673		
21.	705	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - WATER RESOURCES - USGS CO-OP-Non-Exec	U.S. GEOLOGICAL SURVEY	OTHER: BASIN FUNDS 20.19%; PASS THROUGH FUNDS 36.85%; FEDERAL 42.96%,	\$561,364	
	<b>Contract Description:</b>	This is a new contract to provide for an ongoing water monitoring program of water resources in southern and eastern Nevada.				
		<b>Term of Contract:</b>	10/01/2012 - 09/30/2013	<b>Contract #</b> 13860		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22.	800	DEPARTMENT OF TRANSPORTATION	REGIONAL TRANSPORTATION	OTHER: RTC WASHOE COUNTY FUNDS 5% FEDERAL 95%	\$400,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to conduct a multimodal (pedestrian, bicycle, transit, and automobile) analysis for transportation improvements on Virginia Street in Reno, NV, from the new Geiger Grade Alignment to North McCarran Boulevard.				
		Term of Contract:	Upon Approval - 10/31/2013	Contract # 13891		
23.	810	DEPARTMENT OF MOTOR VEHICLES - MOTOR VEHICLE POLLUTION CONTROL	WASHOE, COUNTY OF	FEE: POLLUTION CONTROL FEES	\$182,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to fund the purchase of ambient air quality monitoring equipment; provide resources for air quality travel/training; fund public outreach activities; implement air pollutant mitigation measures; as well as conduct studies and develop plans to address air quality issues and air pollution emissions.				
		Term of Contract:	Upon Approval - 06/30/2014	Contract # 13905		
24.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - DISABILITY ADJUDICATION	NEVADA ENERGY SYSTEMS, INC.	FEDERAL	\$7,000	
	<b>Contract Description:</b>	This is the second amendment to the original contract to perform quarterly inspections, to include one annual service, for the generator located at the Bureau of Disability Adjudication, 2527 North Carson Street, Carson City, Nevada. This amendment extends the termination date from February 28, 2013 to February 28, 2016 and increases the maximum amount from \$5,160 to \$12,160 due to unanticipated repair costs and the continued need for these services.				
		Term of Contract:	02/22/2012 - 02/28/2016	Contract # 13695		
25.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	ACT, INC.	OTHER: CAREER ENHANCEMENT FUNDS	\$330,000	SOLE SOURCE
	<b>Contract Description:</b>	This is a new contract to license the American College Testing assessment program, for use in a pilot project, to provide training and assessments to unemployed workers and students in Nevada.				
		Term of Contract:	Upon Approval - 12/04/2014	Contract # 13606		
26.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	JA SOLARI & PARTNERS, LLC.	FEDERAL	\$292,500	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide ongoing fiscal audits of Nevada's two local workforce investment boards, Nevada Works and Workforce Connections, for compliance with the Workforce Investment Act of 1998 program specific requirements for the adult, dislocated workers, and youth programs for years 2012, 2013, and a preliminary review audit for 2014.				
		Term of Contract:	Upon Approval - 06/30/2014	Contract # 13881		



BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
27.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	WORKFORCE CONNECTIONS	FEDERAL	\$200,000	EXEMPT
	<b>Contract Description:</b>	This is a new contract to provide funds to support Workforce Connection's State Energy Sector Partnership (SESP) Health and Medical Services Sector program. The SESP program provides training for renewable energy jobs for adult, veteran, dislocated worker, and youth job seekers in southern Nevada.				
		<b>Term of Contract:</b>	Upon Approval - 06/30/2013	Contract # 13885		
28.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - SPECIAL FUND	DOP, INC. DBA VEGAS PAINTERS	OTHER: ESD SPECIAL FUND	\$19,895	
	<b>Contract Description:</b>	This is a new contract to provide for the interior & exterior painting of the Department of Employment, Training, and Rehabilitation office located at 2800 East St. Louis Avenue, Las Vegas, Nevada.				
		<b>Term of Contract:</b>	Upon Approval - 03/31/2013	Contract # 13879		
29.	920	DEFERRED COMPENSATION COMMITTEE	HARTFORD LIFE INSURANCE COMPANY	OTHER: REVENUE	\$2,460,423	
	<b>Contract Description:</b>	This is the second amendment to the original revenue contract, which manages the administrative, accounting, and investments for the State of Nevada Employee's Deferred Compensation Plan. This amendment extends the termination date from December 31, 2012 to December 31, 2014 and states The Hartford will provide an annual reimbursement to the state on a quarterly basis up to \$427,128.00. Previous revenue earned under this contract totals \$1,606,167.21, and with the proposed maximum reimbursement of \$854,256 for the next two years, brings the total anticipated maximum revenue to \$2,460,423.21.				
		<b>Term of Contract:</b>	01/01/2008 - 12/31/2014	Contract # 11243		
30.	920	DEFERRED COMPENSATION COMMITTEE	ING LIFE INSURANCE AND ANNUITY CO.	OTHER: REVENUE	\$526,181	
	<b>Contract Description:</b>	This is the second amendment to the original revenue contract, which manages the administrative, accounting, and investments for the State of Nevada Employee's Deferred Compensation Plan. This amendment extends the termination date from December 31, 2012 to December 31, 2014 and states ING will provide an annual reimbursement to the state up to \$90,000.00. Previous revenue earned under this contract totals \$346,180.63, and with the proposed maximum reimbursement of \$180,000 for the next two years, brings the total anticipated maximum revenue to \$526,180.63.				
		<b>Term of Contract:</b>	01/01/2008 - 12/31/2014	Contract # 11028		
31.	920	DEFERRED COMPENSATION COMMITTEE	SEGAL ROGERSCASEY	OTHER: VENDOR REIMBURSEMENTS	\$20,000	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is the first amendment to the original contract, which provides investment performance review reports, news on investment activities between quarters including capital market research, educate board members on the economic and capital market environment, conduct investment option searches and to negotiate a contract with the selected record keeper. This amendment extends the termination date from December 31, 2012 to March 31, 2013 and increases the maximum amount from \$24,999 to \$44,999 due to the continued need for these services.				
		<b>Term of Contract:</b>	09/11/2012 - 03/31/2013	Contract # 13784		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
32.	BDC	LICENSING BOARDS & COMMISSIONS - ACCOUNTANCY	KOHN COLODNY, LLP.	OTHER: 100% FEES	\$21,350	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide audit services for the Board of Accountancy's financial statements as required within Nevada Revised Statutes.				
	<b>Term of Contract:</b>	01/01/2013 - 12/31/2015	Contract # 13705			

**\*9. 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	VF IMAGEWEAR, INC.	OTHER: VARIOUS	\$1,000,000	
	<b>Contract Description:</b>	This is a new Master Service Agreement/Good of the State contract to provide uniforms for various agencies throughout the State.				
	<b>Term of Contract:</b>	01/08/2013 - 12/31/2014	Contract # 13901			
MSA 2.	MSA	VARIOUS STATE AGENCIES	WEST PUBLISHING CORPORATION	OTHER: VARIOUS	\$700,000	
	<b>Contract Description:</b>	This is the first amendment to the original contract for on-line information for legal and public records research for various state agencies. This amendment increases the contract amount from \$500,000 to \$1,200,000 based on current usage.				
	<b>Term of Contract:</b>	07/01/2010 - 06/30/2014	Contract # 10964			

**10. INFORMATIONAL ITEMS**

**A. Department Of Administration – Purchasing**

The memorandum is provided as an informational item to address the Attorney General’s inquiry at the October Board of Examiners’ meeting regarding the applicability of a “cooling off” period relative to AB 240.

**B. Department Of Conservation and Natural Resources – Division of State Lands**

Pursuant to Chapter 111, Statutes of the Nevada, 1989 at page 263, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending September 30, 2012.

**C. Department Of Administration – Board of Examiners**

The claim represents diverted funds from the County of Washoe to the State of Nevada General Fund pursuant to AB 543 of the 2009 Nevada Legislature. The Nevada Supreme Court Decision in Clean Water Coalition v. the M Resort, 127 Nev. Adv. Op. No. 24 (May 26, 2011), established that AB 543 unconstitutionally diverted money. The diverted money from the County of Washoe that was designated for the City of Reno represented an amount of \$2,035,879.

**D. Department of Administration – Board of Examiners**

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

The State of Nevada and Clark County desire to settle a dispute that exists between them regarding a claim for refund of cert ad valorem taxes paid to or retained by the State of Nevada.

The State of Nevada will provide an amount not to exceed \$35.0 million for transportation improvements in Clark County. Additionally, voluntary contributions from Clark County to the State Medicaid program in support of the Upper Payment Limit Program will be reduced as set forth in the agreement.

Background: On July 5, 2011, Clark County made a claim upon the State for refund of certain ad valorem taxes paid locally but retained by the State pursuant to action by the Nevada Legislature in 2007 and 2009. Clark County subsequently filed suit against the State, and the members of the State Board of Examiners, to recover the retained funds. In this proposed settlement agreement, the parties resolve an outstanding dispute regarding Clark County’s voluntary contributions to the State’s Upper Payment Limit program, and the State agrees to contribute \$35 million to the McCarran Airport Connector Project, Phase II, a project of regional significance to all of Clark County. Upon approval of this agreement by the Clark County Board of County Commissioners and the State Board of Examiners, Clark County will dismiss the pending lawsuit.

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

**A. Nevada System of Higher Education**

**\*Please see public comment in packet binder.\***

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

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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](mailto: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

December 5, 2012

## 1. PUBLIC COMMENTS

Comments:

## \*2. FOR POSSIBLE ACTION – APPROVAL OF THE NOVEMBER 13, 2012 BOARD OF EXAMINERS’ MEETING MINUTES

**Clerk’s Recommendation:** I recommend approval.

**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_ **Vote:** \_\_\_\_\_

Comments:

## \*3. STATE ADMINISTRATIVE MANUAL REVISIONS

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of additions and revisions in the following Chapters: **0208 – Agencies Adoption of Lesser Travel Reimbursement Rate.**

**Clerk’s Recommendation:** I recommend approval.

**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_ **Vote:** \_\_\_\_\_

Comments:

## \*4. 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	10	\$219,039
Veteran’s Services – Southern Nevada Veteran’s Home	1	\$23,155.25
<b>Total:</b>	<b>11</b>	<b>\$242,194.25</b>

**Clerk’s Recommendation:** I recommend approval.

**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_ **Vote:** \_\_\_\_\_

Comments:

**\*5. FOR POSSIBLE ACTION – REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE CONTINGENCY FUND**

**A. Office of the Military – Military – \$1,273**

Pursuant to NRS 353.268, Office of the Military – Military, requests an allocation of \$1,273 from the Interim Finance Contingency Fund to cover seven pending stale claims from state fiscal year 2012.

**B. Supreme Court – Judicial Selection – \$8,000**

Pursuant to NRS 353.268, Supreme Court – Judicial Selection, requests an allocation of \$8,000 from the Interim Finance Contingency Fund for the costs of filling judicial elected official vacancies for the remainder of the fiscal year.

**C. Department of Health and Human Services – Public Defender Office – \$501**

Pursuant to NRS 353.268, Department of Health and Human Services – Public Defender Office, is requesting an allocation of \$501 from the Interim Finance Contingency Fund to cover a payroll stale claim from fiscal year 2011.

**D. Treasurer’s Office – State Treasurer – \$31,661**

Pursuant to NRS 353.268, Treasurer’s Office – State Treasurer, is requesting an allocation of \$31,661 from the Interim Finance Contingency Fund for a Management Analyst III position to support the increasing volume of work associated with the state’s e-Payment Merchant Services program, as well as oversight responsibilities for the Arbitrage program formerly performed by the Controller’s Office.

**Clerk’s Recommendation: I recommend approval.**

**Motion By:**

**Seconded By:**

**Vote:**

**Comments:**

**\*6. 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 – Clark County Flood**

Pursuant to NRS 353.2755, the Clark County Office of Emergency Management and Homeland Security on behalf of the City of Mesquite, University of Nevada Las Vegas and the Clark County School District filed its letter of intent with the Division of Emergency Management to request a loan or a grant from the Disaster Relief Account for the Clark County Flood Recovery

within the 60 day requirement. The entities need to provide additional information to complete their request including, but not limited to, financial documentation, availability of internal funding, and assessment of damages. Emergency Management respectfully requests an extension to September 11, 2013 to collect this data for final submittal to the Board of Examiners and Interim Finance Committee.

**Clerk's Recommendation: I recommend approval.**

**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_ **Vote:** \_\_\_\_\_

**Comments:**

**\*7. FOR POSSIBLE ACTION – LEASES**

One statewide lease was submitted to the Board for review and approval.

**Clerk's Recommendation: I recommend approval.**

**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_ **Vote:** \_\_\_\_\_

**Comments:**

**\*8. FOR POSSIBLE ACTION – CONTRACTS**

Thirty – Two independent contracts were submitted to the Board for review and approval.

**Clerk's Recommendation: I recommend approval.**

**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_ **Vote:** \_\_\_\_\_

**Comments:**

**\*9. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS**

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

**Clerk's Recommendation: I recommend approval.**

**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_ **Vote:** \_\_\_\_\_

**Comments:**

## **10. INFORMATIONAL ITEMS**

### **A. Department Of Administration – Purchasing**

The memorandum is provided as an informational item to address the Attorney General’s inquiry at the October Board of Examiners’ meeting regarding the applicability of a “cooling off” period relative to AB 240.

### **B. Department Of Conservation and Natural Resources – Division of State Lands**

Pursuant to Chapter 111, Statutes of the Nevada, 1989 at page 263, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending September 30, 2012.

### **C. Department Of Administration – Board of Examiners**

The claim represents diverted funds from the County of Washoe to the State of Nevada General Fund pursuant to AB 543 of the 2009 Nevada Legislature. The Nevada Supreme Court Decision in Clean Water Coalition v. the M Resort, 127 Nev. Adv. Op. No. 24 (May 26, 2011), established that AB 543 unconstitutionally diverted money. The diverted money from the County of Washoe that was designated for the City of Reno represented an amount of \$2,035,879.

### **D. Department of Administration – Board of Examiners**

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

The State of Nevada and Clark County desire to settle a dispute that exists between them regarding a claim for refund of cert ad valorem taxes paid to or retained by the State of Nevada.

The State of Nevada will provide an amount not to exceed \$35.0 million for transportation improvements in Clark County. Additionally, voluntary contributions from Clark County to the State Medicaid program in support of the Upper Payment Limit Program will be reduced as set forth in the agreement.

Background: On July 5, 2011, Clark County made a claim upon the State for refund of certain ad valorem taxes paid locally but retained by the State pursuant to action by the Nevada Legislature in 2007 and 2009. Clark County subsequently filed suit against the State, and the members of



the State Board of Examiners, to recover the retained funds. In this proposed settlement agreement, the parties resolve an outstanding dispute regarding Clark County's voluntary contributions to the State's Upper Payment Limit program, and the State agrees to contribute \$35 million to the McCarran Airport Connector Project, Phase II, a project of regional significance to all of Clark County. Upon approval of this agreement by the Clark County Board of County Commissioners and the State Board of Examiners, Clark County will dismiss the pending lawsuit.

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

**A. Nevada System of Higher Education**

**\*Please see public comment in packet binder.\***

**Comments:**

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

**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_ **Vote:** \_\_\_\_\_  
**Comments:**

Date: November 18, 2012  
To: Nevada Board of Examiners  
From: Kent M. Ervin *Kent M Ervin*  
Subject: No-bid extension of incumbent provider contracts for the Nevada Public Employees Deferred Compensation Program

I am an active NSHE employee and a participant in the Nevada Deferred Compensation Program. A substantial portion of my voluntary retirement savings is held by the NDC 457 plan. I wish to draw your attention to irregularities in the NDC program's handling of the provider contracts submitted for approval at your December meeting:

- The NDC program originally issued a Request for Proposals for new 5-year contracts for plan administrator(s) in March 2012, as required by statute.
- The evaluation of the bids came out with ING as the top scorer but the Committee voted (3-2) to extend a 5-year contract to The Hartford as sole provider (7/18/2012).
- Arnerich Massena, the consultant hired by NDC to oversee the RFP as co-fiduciary, terminated its contract in protest of Committee actions.
- An Advisory Opinion (9/19/2012) from the state Purchasing Administrator held that the Committee's awarding of the contract to The Hartford violated purchasing regulations. Facing possible litigation, the Committee "withdrew" the RFP after the fact (9/20/2012) and voted (11/2/2012) to extend both current incumbent contracts for two years.
- The consultant estimated that \$249K/year in administrative fees could have been saved with the *average* initial bid of the four RFP finalists compared with \$1.45M/year in current fees. Because no analysis of the costs of the contract extensions was presented at public meetings and because The Hartford has not disclosed the fees for its proprietary General Account, participants are unable to know the full impact of the Committee's actions on their future expenses and earnings.
- The \$75K contract with the consultant for conducting the RFP has been wasted.
- No meeting minutes have been made available for five Committee meetings from July to September where actions on the RFP were taken, violating the Open Meetings Law.

The RFP process was bungled by the NDC Committee, in particular by the three recently appointed members who voted against accepting the results of the RFP scoring. Ironically, they could have worked within the RFP process to achieve the same results, but chose to subvert the process instead. I have lost my confidence in the ability of the Committee to run the program as fiduciaries acting solely in the best interests of participants, who hold more than \$550M of assets in the plan. Despite the plan's clear need for professional management, the Committee has also replaced the program's Executive Director with a lower-level program coordinator position.

This is no way to award multimillion dollar contracts. Because the current contracts expire on 12/31/2012, at this juncture the Board of Examiners has little choice except to approve the extensions. However, it would behoove the Board to demand immediate changes in the NDC program to restore professional direction—perhaps through a conservatorship by PERS or the Treasurer's Office. The current situation does not bode well for the future of proposed expansion of Defined Contribution retirement plans for state employees.

Thank you for the opportunity to address these concerns with you.

# MINUTES

## MEETING OF THE BOARD OF EXAMINERS

November 13, 2012

The Board of Examiners met on Tuesday, November 13, 2012, in the Guinn Room on the second floor of the Capitol Building, 101 N. Carson St., Carson City, Nevada, at 10:00 a.m. Present were:

### **Members:**

Governor Brian Sandoval  
Attorney General Catherine Cortez Masto  
Secretary of State Ross Miller  
Clerk Jeff Mohlenkamp

### **Others Present:**

Elmer Bull, Habitat Division Administrator, Department of Wildlife  
Brian Nix, Coordinator, Victims of Crime Program  
Rebecca Salazar, Program Manager, Victims of Crime Program  
Chris Nielson, Director, Nevada Department of Taxation.  
Thomas Shea  
Teri Preston, Leasing Services.  
Jon Hager, Executive Director, Silver State Health Insurance Exchange  
Shawna DeRousse, Operations Officer, Silver State Health Insurance Exchange  
Doug van Aman, Regional Director, Office of Economic Development.  
Tracey Green, State Health Officer, Medical Director Health and Developmental Services  
Patrick Conmay, Public Safety Record and Technology Division  
Jennifer Bauer  
Kimberlee Tarter, Deputy Administrator, Purchasing Division.  
Clark Leslie, Attorney General's Office  
Richard Gilbert, Department of Public Safety  
Liza Paulino, Department of Public Safety  
Mike Draperl, R&R Partners  
Mark Teska, Department of Public Safety  
Jim Lawrence, State Lands  
Julie Kidd, State Public Works Board  
David Gustafson, Enterprise IT  
Sumiko Maser, Taxation  
Janet Murphy, Aging Services  
Tina Gerber-Winn, Aging Services  
Johnean Morrison, Nevada Highway Patrol  
Curtis Palmer, Nevada Highway Patrol

## **PUBLIC COMMENTS**

### **Comments:**

**Governor:** Good morning. I'll call the Board of Examiner's meeting to Order. Can you hear us loud and clear in Las Vegas?

**Attorney General:** Yes, Governor. We can hear you.

**Governor:** First item on the Agenda is public comment. Is there any member of the public in Carson City that would like to provide comment to the Board? Anybody in Las Vegas?

**Attorney General:** There doesn't appear to be.

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

**Clerk's Recommendation:** I recommend approval.

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

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### **Comments:**

**Governor:** We'll move onto Agenda Item Number 2, approval of the October 9, 2012, Board of Examiners' meeting minutes. Have the members had an opportunity to review the minutes, and are there any changes? The Chair will accept a motion for approval.

**Secretary of State:** I'll move for approval.

**Attorney General:** Second the motion.

**Governor:** Motion by the Secretary of State, second by the Attorney General for approval. Any questions? All those in favor, please say aye. Motion passes three to zero.

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

#### **A. Department of Taxation – \$193,135**

Pursuant to Senate Bill 493, Section 16.7 of the 2011 Legislature, the Department of Taxation must submit mining claim refund requests to the Board of Examiners for approval. The Department is requesting authority to pay 16 refund requests totaling \$193,135. This results in a remaining balance of \$819,743.

**Clerk's Recommendation:** I recommend approval.

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

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### **Comments:**

**Governor:** Agenda Item Number 3, authority to pay mining claim refunds. Mr. Mohlenkamp.

**Clerk:** Thank you, Governor. Before the Board is another request from the Department of Taxation, pursuant to Assembly Bill -- or Senate Bill, I'm sorry, 493, and this is another request. In this case we're looking at \$193,135 for 16 different funding requests. The remaining balance after this will be \$819,743, and as -- just to remind the Board that this is an available option to request a refund or a credit up through June 30 of this fiscal year, or June 30 of 2013.

**Governor:** Mr. Mohlenkamp, do you have any idea of what is left of the universe of possible claimants?

**Clerk:** Well, the full amount that is available is 819,000. It can't go beyond that. We determined that. As far as how many are left, I don't know. I can certainly do some research if you'd like.

**Governor:** Not important. We're still in the black.

**Clerk:** Yeah. I, you know, every month that goes by and we don't have it all gone is a good one for me.

**Governor:** All right. I have no questions. Questions from Board members?

**Secretary of State:** No, Governor.

**Governor:** Hearing none, the Chair will accept a motion to approve 16 refund requests totaling \$193.135.

**Secretary of State:** I'll move for approval.

**Governor:** There's a motion by the Secretary of State for approval. Is there a second?

**Attorney General:** Oh, I second the motion, Governor.

**Governor:** Second by the Attorney General. Any questions on the motion? All those in favor please say aye. Motion passes three to zero.

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

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

- A. 0300 – Department of Administration – Cooperative Agreements & Contracts**
- B. 0500 – Department of Administration – Risk Management**
- C. 1400 – Department of Administration – Motor Pool**

- D. 1600 – Department of Administration – Enterprise IT Services
- E. 2500 – Department of Administration – Budget Division
- F. 2600 – Department of Administration – Claims

**Clerk's Recommendation: I recommend approval.**

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

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**Comments:**

**Governor:** Agenda Item Number 4, State Administrative Manual. Mr. Mohlenkamp.

**Clerk:** Thank you, Governor. Before the Board are a series of different requests. I'll go through them real quickly one by one. First of all, the first change is to SAM 0220. This is related to travel. Most of these requests here are in common that we're trying to reduce some of the red tape and trying to streamline some processes, and in this, and in the next case, SAM 0504, which is under risk management, what we're trying to do is allow for fax signatures or scanned signatures to be used to expedite the process in your documents. It still requires the agencies to maintain an original signature. We haven't gone to digital signatures yet, so we're still a step removed from that. You'll have the same thing when you're looking at SAM 2616 which is the last one on the Agenda. The only item that's really separate from that, and so all of these are really streamlining the allowance of faxed or scanned signatures, item E -- 4E on your Agenda is requiring the use of the NEB system, which is the executing budgeting system for processing budget bill draft requests. So as you recall, we moved to an electronic format this last time around in order to create a much better tracking mechanism, and so we're just cleaning SAM, the State Administrative Manual up to let everybody know that that's the process with which to submit BDRs, and most of the requests are -- otherwise we have consulted with internal audits to make sure that there's no issues or concerns with regard to going to faxed to scanned signatures, and they've looked at it and they don't have any concerns.

**Governor:** Thank you, Mr. Mohlenkamp. And the font on the numbering on those pages, will that be -- will those be changed to be in accordance with the SAMs manual? If you look -- I don't know what font that is, but it's not --

**Clerk:** We'll make the adjustments. I hadn't looked at that, but I will.

**Governor:** All right. Thank you. I have no further questions. Board members, any questions?

**Secretary of State:** No, Governor.

**Attorney General:** Governor, I just had a quick question on 220, the language there. Is there a word missing, or am I just reading that wrong? Travel expenses with must be redeemed by the travelers. Is it (inaudible).

**Clerk:** Thank you, I think the "with" should go away.

**Attorney General:** Okay.

**Clerk:** That's a good catch.

**Governor:** Chair will accept a motion for approval of the recommended changes to the State Administrative Manual as described in Agenda Item Number 4, with the deletion in 0220 of the word "with."

**Secretary of State:** Move for approval.

**Attorney General:** I'll second the motion.

**Governor:** We have a motion by the Secretary of State, a second by the Attorney General. Any questions on the motion? All those in favor, please say aye. Madam Attorney General, did you vote?

**Attorney General:** I did. It's just a little hard to hear, but yes. It was aye.

**Governor:** Okay. Motion passes three to zero. Thank you.

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

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

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

**Clerk's Recommendation: I recommend approval.**

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

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**Comments:**

**Governor:** We will move onto Agenda Item Number 5, approval to accept a donation of land on behalf of the Nevada Department of Wildlife.

**Clerk:** Thank you, Governor. Before the Board is a request to receive a donation of two parcels which lie adjacent to the Mason Valley Wildlife Management area. This is near the Waka River, and I have looked at the materials. It looks like the State will have a tax liability of about \$1368 annually, and that's the only additional cost that I'm seeing the State will bear for the receipt of these two parcels.

**Governor:** Do we have someone from Wildlife here?

**Bull:** Yes, sir.

**Governor:** (Inaudible). Good morning, sir.

**Bull:** Good morning. For the record, my name is Elmer Bull. I'm the Habitat Division Administrator for the Nevada Department of Wildlife. In my capacity, I have oversight of the State's wildlife management area systems, including the Mason Valley wildlife area.

**Governor:** And if you would just give us briefly a description of the transaction and the use of the land.

**Bull:** Okay. The land, of course, was acquired by the National Fish and Wildlife Foundation. They had no desire to own the property. This was part of the Water Acquisition Program that's ongoing in the Mason Valley Wildlife -- or the Mason Valley and Waka River basin. So they approached us as to whether we would want to assume the ownership of that property, and we're favorable to that. We had some concerns that we expressed to NFWF, primarily centered around the process of transitioning this land from intensively farmland back into native habitat which is what we were going to be forced to do. But we feel that's very doable, and to that end, and in light of our concerns expressed to NFWF, they entered into a contractual agreement with the Smith and Mason Valley conservation districts to develop and implement a revegetation program on those lands that are being donated to us. And we feel very comfortable with that program, and ultimately see this as a real benefit to wildlife, as well as the public will be allowed to use these properties when they become ours.

**Governor:** Couple questions. So how long does that transition take, and what type of public use will there be?

**Bull:** Okay. I believe the transition program, or the agreement with the Smith and Mason Valley conservation districts is for three years. However, NFWF has also allowed that should it take longer than that, that they would be willing to support us. It's a little difficult to tell how long the transition process -- it will take a very long time, but if we can get the groundwork established for it, and that's what happening under their current plan, then we'll continue to monitor it and determine whether there's, you know, any issues with that transition process. But we're confident that this is going to work, and NFWF has ensured us that they're not going to leave us hanging. If it takes a little longer than what we anticipate, then they will still be there supporting our efforts to transition those lands. As far as public use goes, like the rest of the Mason Valley Wildlife Management area, it could consist of hunting, probably not a lot of fishing on these properties, although the river does run through a portion of it. Bird watching, horseback riding, hiking, photography and the whole works. It's a boon to the public.

**Governor:** I have no further questions. Questions from Board members?

**Attorney General:** No, Governor.

**Secretary of State:** No, Governor.

**Governor:** I want to compliment you on your tie too. You wore the perfect tie. For those of you in Las Vegas, he's got a duck tie on. So very nice. Hearing no further questions, the Chair



will accept a motion to accept the donation of the two parcels of land from the National Fish and Wildlife Foundation.

**Attorney General:** I'll move for approval.

**Secretary of State:** Second.

**Governor:** Motion by the Attorney General for approval, second by the Secretary of State. Any questions on the motion? All those in favor, please say aye. Motion passes three to zero. Thank you, Gentlemen.

**Bull:** Thank you.

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

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Business and Industry – Division of Industrial Relations	1	\$31,216
<b>Total:</b>	1	<b>\$31,216</b>

**Clerk's Recommendation: I recommend approval.**

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

**Comments:**

**Governor:** Next Agenda item in Number 6, state vehicle purchase. Mr. Mohlenkamp?

**Clerk:** Thank you, Governor. Before the Board is one request for purchase of a single vehicle. This is the Department of Business and Industry Division of Industrial Relations, and this is a pickup truck with a camper shell. This item was included in the Agency's approved budget.

**Governor:** Thank you, Mr. Mohlenkamp. I have no questions regarding this Agenda item. Board members?

**Secretary of State:** No, Governor.

**Governor:** The Chair will accept a motion for approval.

**Secretary of State:** I'll move for approval.

**Attorney General:** Second the motion.

**Governor:** Motion by the Secretary of State for approval, second by the Attorney General. Any questions on the motion? All in favor, please say aye. Motion passes three to zero.

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

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

**A. Thomas Shea**

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

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

**Motion By: Attorney General**

**Seconded By: Secretary of State**

**Vote: 3-0**

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**Comments:**

**Governor:** Next item is Agenda Item Number 7, Victims of Crime Program Appeal.

**Clerk:** Thank you, Governor. Pursuant to NRS 217.117, the Clerk of the Board may within 15 days after the appeals officers renders the decision, put the decision before the Board. As you recall, this was on the Board -- this is Mr. Thomas Shea. This issue was on the Board meeting two different meetings ago. I believe that was in August. The issue before the Board is the denial of the motion for reconsideration filed by Mr. Shea. Dental treatment was not addressed during a hearing with the Appeals Officer. The Appeals Officer issued an order inviting the parties to submit written documents -- arguments. None were submitted, and a dismissal was rendered. Mr. Shea did not appeal. What remains before the Board is the Appeals Officer denial of a motion for reconsideration due to his failure to timely appeal the previous denial of his dental care request.

**Governor:** Thank you, Mr. Mohlenkamp. Is there a representative of the Victims of Crime Program?

**Nix:** Yes. Good morning, Governor. This is Brian Nix. I'm the Coordinator of the Victims of Crime Program. Also with me here today is Rebecca Salazar who is the Program Manager and I believe met with the Board at previous meetings. This is a pretty straightforward case at this time. It was complicated before by several other issues which have been resolved. Currently before the Board is Mr. Shea's appeal of the denial of his request for some dental care. Mr. Shea was injured in 2003 when he was hit in the area of his eye with a bottle, and he was blinded in that. The Victims of Crime Program accepted his claim, paid for his medical care and his lost wages. In 2011, about eight years after the crime, Mr. Shea submitted a request that we pay for about \$40,000 worth of dental care that he alleged was related to the crime. This request was denied based in part on the fact that it was so long after the crime, but also there was very little supportive documentation that his dental care needs were related to the crime. Mr. Shea appealed this and went through some processes back and forth, remand, opportunity for him to submit additional documentation to support his request. When that documentation wasn't forthcoming, as Mr. Mohlenkamp pointed out, ultimately his appeal was denied and in return requesting you to overturn them. Three real simple positions, I mean, the Board can take at this point. You can deny it because he didn't appeal the original on procedural grounds, you can uphold the denial because he hasn't submitted the documentation requested or documentation to meet his burden to establish this as crime related, and the third option the Board has -- of course, you have any option, you're the Board. But you could also remand this for, you know, a second opinion or a third opinion. We can always find someone to look at this again to see if there's any relationship between his dental care and this crime. That may have been done at some point earlier if it was more of a relationship in time between this request and the injury, but I think that eight years between the request and the crime resulted in probably a quicker denial than, you know, would have (inaudible). But that's the current status of the case. I don't know if Mr. Shea is here, but that should be the only issue currently before the Board.

**Governor:** Thank you, Mr. Nix. And we did hear extensive testimony, I believe it was in our August meeting. I think the issue is very discrete here as was described by Mr. Mohlenkamp in the Agenda Item and just as you described. I do have a question for you with regard to the three options that you just provided in terms of a third opinion. There isn't a first opinion in this case that I'm aware of that there's any relationship between the alleged dental care and the accident itself.

**Nix:** I agree, Governor. There is kind of a reference. I think when he sought the -- when he asked that we pay for this dental care, I think he reported to the dentist that his issues were crime related, and in one of the documents there's a reference to it being crime related, but we didn't feel that was a diagnosis as much as it was a reflection of what was reported to the dentist. So in that sense, no. There has not been an opinion rendered specifically with regard to the nature of the injuries suffered in the crime and the nature of the dental care.

**Governor:** Thank you, Mr. Nix. Board members, do you have any questions for Mr. Nix?

**Secretary of State:** Mr. Nix, when you say that a report was filed that indicated that these injuries may have resulted from the crime, but appear to be a reflection as to what he told the dentist, are you referring to it looks like a document that was filed on February 3? It's on the

State of Nevada Victims of Crime Program letterhead, Request for Preauthorization for Payment by Brian Harris?

**Nix:** Correct. That is our standard form a provider can use to assure the Board is going to pay for their treatment, because otherwise there's no assurance we'll pay for it. And usually when this is filled out, it's either filled out by the victim or the provider with the victim's assistance. And so that's the document, I think that -- it's kind of hard to read on my copy, but it indicates that they're not really sure that it's related to the crime in that document.

**Secretary of State:** And the only thing I see within this document that references any kind of determination that this was related to the crime is simply a box that says "Is this service or treatment necessitated by the crime?" The "yes" box is checked, and it said, "Right side is and has caused other issues that are present now. Difficult to say how much is accident related." Is that the only information that was submitted that this could potentially be related to the crime?

**Nix:** Yeah. That's the most immediate information that would relate to the crime. And again, it sounds like -- to us, it sounded like that was strictly based on the reporting of the victim.

**Secretary of State:** Okay.

**Nix:** But, you know, it could raise an issue, and we're certainly, you know, I mean, it's not live evidence here, but it's an indication of some evidence. As far as we can -- under our policy, the burden for the victim to establish eligibility under these types of claims is a fairly heavy burden. I think they have to show by clear and convincing evidence that it's crime related, and we didn't feel this met that standard.

**Secretary of State:** Okay. But to your knowledge, this is the only documentation throughout the entire pendency of this case that's been submitted that would relate the dental work to the crime itself?

**Nix:** Absolutely, yes.

**Secretary of State:** Okay.

**Governor:** Are there any further questions for Mr. Nix from Board members?

**Attorney General:** This is follow-up question. So Mr. Nix, that report will make a decision to deny; is that correct?

**Mr. Nix:** That's correct.

**Attorney General:** That's all I have, Governor.

**Governor:** Thank you. Is Mr. Shea present?

**Shea:** I am, sir.

**Governor:** Mr. Shea, we'll give you a brief opportunity to respond to the discrete issue that's before the Board. As you know, we heard extensive testimony in August, and we don't want to repeat that. But if you have any testimony that you would like to provide relevant to the Agenda Item and the statements made by Mr. Nix, we'd be willing to hear those.

**Shea:** The relevant questions here that we should be discussing is the amount of dental findings that should be on record. My records indicate six different dental practitioners who clearly indicated that this was an injury inflicted, medical problem that needed to be fixed, and over the time incurred this is the result of it. As far as the VOCP in Las Vegas and the information that they have, I can dispute that with the facts that I have. There are so many different avenues that we could take as far as deciding whether or not this is something that we could move forward with in a positive fashion, but I am at most speechless to some of the findings as far as not having documentation -- not having this conflict of words or statements that have left me, like I said, speechless.

**Governor:** Okay. Mr. Shea, the issue, at least as discussed by Mr. Nix, and the questions as were raised by the Secretary and the Attorney General with regard to your dental records. And there are dental records that indicate that you needed, or need, dental work. But the only indication within those records that relate that dental treatment need to the accident is this Victims of Crime Program that was completed by Mr. Harris. Do you have anything else that is -- that you -- we had asked for this before, any dental records that --

**Shea:** Right. Along with the dental records that were asked for were the appeals that were sent by the VOCP.

**Governor:** No. That's not my question, Mr. Shea. Do you have any dental records that relate the -- your dental treatment to the crime?

**Shea:** Yes, sir. Yes, sir. Submitted on 9/21 of 2012 was the complete packet of dental findings along with the statement from myself concerning the facts surrounding.

**Governor:** Okay, Mr. Nix. Do you have any idea what Mr. Shea is referring to?

**Nix:** No, Your Honor, I don't.

**Salazar:** Governor, I'm having difficulty hearing Mr. Shea, so I wasn't sure what date he was referring to again.

**Governor:** If I may, Mr. Shea, has represented that he produced to the Victims of Crime Program dental records on 2012, which would have been subsequent to the time that we heard this matter before Board of Examiners.

**Nix:** I'm sorry. We don't have any records or anything that he submitted -- if we had it, it would certainly be in this record. We would provide it. I'm not sure what he's talking about.

**Shea:** The paperwork in which I'm speaking of was sent to numerous representatives of the Victims of Crime Program in Las Vegas. Not only was the paper sent to the representatives of Victims of Crime and the Hearings Division, I have yet to hear of any of the allegations which brought about the harassment and threat charges.

**Governor:** Mr. Shea, we're not going into that.

**Shea:** Okay.

**Governor:** We are in a very singular issue, or two issues. One of which is your failure to timely the appeal, the other which was to produce dental records that relate that dental treatment or the dental treatment that you need to the accident. Now, where I am now is the -- Mr. Nix has said that the Victims of Crime Program has not received anything from you. You're stating that you sent something on September 12 that includes some dental records that would indicate that there's a link between the accident and the dental care that you need.

**Shea:** Yes, absolutely. For correction, that would have been the 21st of September that I sent the statement of facts along with the emails of --

**Governor:** But that's not what I'm asking for, Mr. Shea. I'm asking for dental records.

**Shea:** The dental records were sent to the Department of Administration and the Victims of Crime Program in Las Vegas, a full complete copy. I have them on my laptop, I just don't have them here in paper. The filing date that is in question now is solely based on my counsel. I was represented at that time, and which I have not been able to receive one of the alleged filings from the VOCP stating that there was a mandatory date to be met. Even if my counsel had the documentation, I had not -- was not aware that it was sent. So with that --

**Governor:** Okay. Let me back up. Mr. Shea, did you send the medical records electronically, or via regular mail?

**Shea:** I sent them via email as was -- I was told by Department of Administration.

**Governor:** So you scanned the dental records --

**Shea:** Yes, I did.

**Governor:** -- and sent them to the Victims of Crime Program?

**Shea:** Yes.

**Governor:** But you don't have a copy of that today?

**Shea:** I do not.

**Governor:** And who is the name of the dentist that -- who authored those dental records?

**Shea:** Dr. White. In the statement from the dentist, he clearly indicates that the dental work needed was clearly from the crime.

**Governor:** But you don't have a copy of that today?

**Shea:** I do apologize. I do not have a copy of that. I sent that complete packet to the VOCP in Vegas, and to the Department of Administration. I was --

**Governor:** And to whom at the Department of Administration did you send that too?

**Shea:** That would have been to Donna and Jen.

**Governor:** And who are Donna and Jan?

**Clerk:** We don't have a Donna or Jan.

**Shea:** I spoke with Jen this morning regarding the witnesses that were to be called from the Northern Nevada District of the VOCP. She informed me that all the information was collected and no witnesses would be called. I did not ask for the recommendation.

**Governor:** And what is -- Jen or Jan are you talking about?

**Shea:** Jen.

**Clerk:** Leslie?

**Shea:** Leslie, this morning? Yes. It must have been Leslie.

**Governor:** And you're saying that Leslie said what?

**Shea:** Leslie stated that the witnesses that were to be called proving that there was absolutely nothing -- the allegations made by Las Vegas were not true -- because essentially what we have here is Rebecca Salazar saying this claim was closed because of threats and harassment. That is completely --

**Governor:** We're not talking about that issue today, Mr. Shea.

**Shea:** Right.

**Governor:** The issue --

**Shea:** Then we have --

**Governor:** Mr. Shea, let me finish.

**Shea:** Mm-hmm.

**Governor:** We are talking about a very discrete issue on the agenda, which is the timeliness of your appeal, and as described by Mr. Nix, your ability to produce documents that would support your dental claim. The Victims of Crime Program is stating that they have not received anything from you. You are saying you sent it on September 21. You are saying you sent it on September 21. You're saying that you sent it electronically to the Victim of Crimes Program as well as the Department of Administration. I'm not hearing the Department of Administration or anybody within that department has received it. Same thing for the Victims of Crime Program, and you don't have a copy of it today with you.

**Shea:** I do have it on my laptop though. I don't have a paper copy of it.

**Governor:** Well, why don't we do this. Mr. Shea, do you have access to -- do you have your laptop with you?

**Shea:** I do.

**Governor:** Perhaps we can stay your matter and move on with the rest of our -- of your agenda and you can send it straight to Mr. Nix. Mr. Nix, what's your email address?

**Nix:** It's bnix@admin.nv.us -- or dot gov. I'm sorry.

**Governor:** And is it permissible, Mr. Nix, for Mr. Shea to send you that information via email at this time?

**Nix:** Oh, absolutely. Also if doesn't have that, I think my email address is also on our website, and certainly Rebecca's is. But yeah, that's fine.

**Governor:** Okay. Do you have that email address, Mr. Shea?

**Shea:** I do.

**Governor:** Okay. If you could -- we're going to stay your matter and trail it behind the rest of the items on this Agenda. If you could send that to Mr. Nix, then we'll circle back and come back to this matter.

**Shea:** Thank you very much.

**Governor:** Before I go to Board member's comments, we will move back to Agenda Item Number 7, which is the Victims of Crime Program. Mr. Nix.

**Nix:** Good morning, Governor and members of the Board. I did receive an email from Mr. Shea with six documents attached. And the items are summarized in the first page of this document. It is a letter from Dr. David White. And essentially we don't have copies of this, I'll provide a copy here to the Attorney General. Essentially, the doctor indicated that he met with Mr. Shea,



examined him, and sort of repeats the indication that Mr. Shea felt that he lost the use of his teeth as a result of this crime, although the dentist acknowledges this was many years ago. He does not say anything in my opinion, or in Rebecca's opinion concerning this claim. First of all, when his original request was denied, he had multiple opportunities to present documentation during the appeals process which was never presented. These documents were never presented. I don't believe they would have changed anything if they were. So throughout this process, the burden has been on Mr. Shea to establish some eligibility for these benefits. Now he presented this kind of a generic letter. In my opinion it's kind of a general term letter in support of his claim. But it definitely in my opinion established the connection to the crime. If the Board wishes that we try to pursue this further, the big problem with this is there's no medical documentation anywhere on the records from the origination of the crime in his original injuries that even referenced dental issues at all. All his injuries were to his eye. There were no dental injuries at all. So it's really difficult trying to connect these claims of dental needs related to that injury when there's a complete absence of medical evidence supporting this kind of a claim for the inception of this claim. Eight years later it's all very vague, and I don't know that we could find anybody who would be able to clearly state this is or is not related to those injuries. But I would expect a medical doctor and/or a dentist with some specialties in those kinds of injuries might be able to make a connection or not a connection. In any event, that's -- in our case, this changes nothing.

**Governor:** And also Mr. Nix, given what you've said, there's also the failure to timely file in this case, correct?

**Nix:** Yes. Yes. He did appeal this, he did not appeal this timely. He did not submit any of these documents during the entire year that, you know, stretched out his appeal. So we just think he failed on all levels to meet his burden here and established this is a crime-related injury.

**Governor:** Okay. Madam Attorney General, I don't know if you need an opportunity or more time to review those records. We don't have those here.

**Attorney General:** Governor, I can just relate to you it is what Mr. Nix said. It's just a very generic letter, not dated, and it appeared that the doctor is relying on the representation by Mr. Shea that the problem with his teeth results from the incident years ago. In fact, there is a statement the doctor says that after the incident, he, Mr. Shea, reports losing many of the teeth on the side and an inability to chew on the right side, and as a result, the patient only has the ability to chew on his left side, which has caused gross decay due to overuse. I'd have to go back and look at the other dental reports to see if they had indicated that somehow Mr. Shea lost many of the teeth on his right side as a result of the altercation. I don't remember the doctors or the dentist indicating that. So it appears that Dr. White is just relying on the facts as reported by Mr. Shea as to what happened with his teeth as a result of the altercation. So for that reason, I don't think that there's anything additional here that indicates that there is a connection between the altercation and what has happened Mr. Shea's teeth. I also concerns about the delay in time within which the report of this information has come to the Board.

**Governor:** Mr. Secretary, do you have any comments?

**Secretary of State:** Governor, in my opinion, we don't even need to reach the documentation question because of the time bar. In this case, it looks like at least twice Mr. Shea failed to meet the procedural requirements for timely filing an appeal. Once in February he was ordered to provide documentation within 30 days. He failed to meet that. Again, in July 26, 2011, the hearing officer dismissed the appeal due to the late filing of his appeal rights 28 days past the deadline. In both of those instances, there is a provision under NRS 217115 that you can waive the timeline specified upon the showing of good cause. It looks like that they did in fact entertain that and extended this case, but then in April 10, 2012, another order was filed essentially abandoning and dismissing the case, and that order provided 15 days. Again, Mr. Shea was extremely late in filing any kind of motion. It indicates an appeal, but he didn't file one of those, and so I just don't think good cause has been shown, and I don't see any reason to continue the case.

**Governor:** Is there a motion?

**Attorney General:** Governor, I would move to approve the Hearing Officer recommendation.

**Governor:** Attorney General has made a motion to affirm the denial of the Hearing Officer's decision in this case. Is there a second?

**Secretary of State:** I'll second.

**Governor:** Second by the Secretary of State. Any questions or discussion on the motion? All in favor, please say aye. Motion passes three to zero.

**\*8. FOR POSSIBLE ACTION – LEASES**

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

**Clerk's Recommendation: I recommend approval.**

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

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**Comments:**

**Clerk:** Thank you, Governor. Item Number 8 on the Agenda is the board has 11 leases for consideration. And again, we are seeing several of these leases are still demonstrating savings. So as I told you, I thought we were getting near the end. Apparently not. We're still seeing some savings on these leases. Now, one thing I'll point out, several of the leases are negotiated for a fairly long period of time, anywhere from five to ten years. So some of the savings we're negotiating are due to the length and term of these leases, and so I just wanted to point that out.

**Governor:** Thank you, Mr. Mohlenkamp. I had questions on the lease with the Department of Taxation and the Johnston Family Trust. That's a big one. That would be Lease Number 10.

**Clerk:** Governor, I think we have members of our Buildings and Ground Leasing Unit here, and I'm not sure of anybody's here from Taxation or not.

**Governor:** Good morning.

**Nielson:** Good morning, Governor, Members of the Board.

**Governor:** Okay. This is, as Mr. Mohlenkamp was describing, is a long one, and I guess my question here is are we paying rent on hallways and areas that we weren't previously paying for before?

**Nielson:** Governor, for the record, Chris Nielson, Director for the Nevada Department of Taxation. Here with me to my right, before we -- to get to your question is Tomiko Mazer (ph), she's my new Deputy, and I believe Leasing Services is the right as well. And I think the short answer to your question is yes, we are paying for a hallway space that we previously did not pay for, but at a lower rate, and I think on the details, I believe leasing services would probably be able to give you a better answer since they're the ones that actually negotiated the lease.

**Governor:** Good morning.

**Preston:** Good morning, Governor, and members of the Board. Teri Preston with Leasing Services. And what we have here is -- what I'd like to do is give you pictures, because I'm better with pictures, yes. The building which taxation resides is 43,933 square feet. Previously it was leased in its entirety by the State of Nevada, with another agency that was the Bureau of Licensing and Certification. That space has been vacated, and that space is 72,071 square feet. Previously, because it was leased entirely the State of Nevada, it has been our policy to do usable square footage, basically from the paint in, and ignore the hallways and common areas and those type of things. This is for best interest of the state. Now, what's happened, as you can see by this area, is the pink area is the area that's vacated. In order to secure the tenants in the taxation, we actually are separating out the yellow areas which are the hallways for primarily taxations used. As you can see, their use is based on both sides. The area in the middle is all the common area, and the reason we did this is this gives the landlord the opportunity to lease out to a title company or someone else, because right now the state is not expanding too much of the services. So this was for the benefit of the landlord for his reorganization. And what it did, is it actually is pretty well -- it's almost cost neutral. The new lease is for rental of square footage of 35,662 square feet. The current lease -- okay. The current lease expires on December 31, 2012 as reusable. It does -- the usable space does not include the common areas, although the cost was factored into the rent rate which is currently \$1.57.61 per square foot for 29,800 -- excuse me, 29,481 square feet of rentable space. To that the taxation added 318 square foot for an additional break room/conference room for a total of 29,799 square feet. The new lease is in terms of rental square feet which includes the common areas for a total of 35,662 square feet, which is a load factor of 19.5 percent -- 19.7 percent at a rate of \$1.3161 per square feet. The current rate, 46,466 for 29,481 square feet of rental space, or \$46,967 for 29,799 square feet of rental includes the conference room. The new lease in year one is 46,935 as compared to the current 46,466, and this includes now the entire useable square foot of 35,622 square feet. There is no effective change -- effective rent change.

**Governor:** And I completely -- you completely lost me with all those numbers.

**Preston:** I am so sorry.

**Governor:** No. That's okay. And let me try to just get to the bare bones here. Is, you know, you're seeing a theme, we've been saving a lot of money, this is a lot of square footage.

**Preston:** Right.

**Governor:** And at least on the face of it, it looks like we're paying more. Is this a good deal for the State?

**Preston:** It is a good deal for the state because we're not paying more. We actually reduced the square footage rent rate of \$1.57 to \$1.32.

**Governor:** That actually --

**Preston:** Yay.

**Governor:** -- the answer that I needed.

**Nielson:** And Governor, just to add to that, I believe the current lease which was negotiated and signed in 2007, to the landlord's credit, did do a rollback, I believe last year, to accommodate the current market conditions.

**Governor:** No. And that's wonderful and congratulations. It just wasn't real clear on this sheet and that's just good to know. Thank you very much. Any other questions from Board members?

**Secretary of State:** No, Governor.

**Governor:** I did want to have a quick visit on the next lease item which is the Silver State Health Insurance Exchange. Good morning.

**Hager:** Good morning, Governor, members of the Board. For the record, Jon Hager, Executive Director for the Silver State Health Insurance Exchange. To my left is Shawna DeRousse, our Operations Officer.

**Governor:** And my only question here, Mr. Hager, is this is a one, two, three, four, five, six-year lease, and we've had this previous discussion with regard to the viability of the Exchange. I mean, we're hopeful that it will go on, but we understand that it's going to at some point have to be self-funded. Is there an out clause on the lease in the event the Silver State Exchange were to go away?

**Hager:** Yes, there is.

**Governor:** That's my only question. Thank you. Board members, do you have any further questions with regard to Agenda Item Number 8, leases?

**Secretary of State:** No, Governor.

**Attorney General:** No, Governor.

**Governor:** Chair will accept a motion for approval of leases 1 through 11 as described in Agenda Item Number 8.

**Secretary of State:** I'll move for approval.

**Attorney General:** Second.

**Governor:** The Secretary of State has moved for approval, second by the Attorney General. Any questions on the motion? All in favor, please say aye. Motion passes three to zero.

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

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

**Clerk's Recommendation:** I recommend approval.

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

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**Comments:**

**Governor:** We'll move onto Agenda Item Number 9, contracts.

**Clerk:** Thank you, Governor. Before the Board are 65 contracts for consideration, and I believe I did not get any call outs from either the Attorney General or the Secretary on this, unless something came that I missed.

**Governor:** And I had held out, Mr. Mohlenkamp, Contracts 18 and 19, 26, 29, 35, and 59 through 61.

**Clerk:** And Governor, can I clarify? I think 26 was the item that you intended to abstain on.

**Governor:** Yes.

**Clerk:** Do you want testimony on that as well? I didn't --

**Governor:** No.

**Clerk:** Okay. Okay.

**Governor:** And with regard to Agenda Item Number 26, that is a contract with the Children's Cabinet where my wife is employed, and although she will not benefit personally from the approval of this contract, I will be abstaining on that matter. So why don't we begin with 18 and 19.

**Van Aman:** Good morning, Governor. I'm Doug van Aman. I'm the Regional Director for the Office of Economic Development.

**Governor:** How are you today?

**Van Aman:** I'm well, sir. How are you?

**Governor:** Very well, thank you. And my questions on these are these are continuations of previous contracts. They, if I recall correctly, they had some pretty sort time periods, and so what work was done and what still needs to be done that requires us extending these contracts?

**Van Aman:** Very well, sir. If we look at Contract Number 18, that is indeed an extension of the contract. That is work -- the work that has been done has been the lobbying, as well as the insight and so forth from -- leading up to the UAV show down in Las Vegas. As a result of the show, and the success of that show, we request that the contract be extended particularly as we have the issues of sequestration and so forth coming up, and providing the insight and direction for our UAV efforts.

**Governor:** Just so I understand, so you -- first you believe that our \$75,000 was well spent?

**Van Aman:** Yes, sir.

**Governor:** And the next effort is to continue this lobbying so that with regard to sequestration would you go -- provide a little more detail with regard to that?

**Van Aman:** Yes, sir. I will provide you with the detail that I'm fully -- that I'm aware of. Our industry specialist Tom (inaudible), is a person who is most expert in that matter. Tom had come to us -- had come to the leadership both to Steve and to myself to request and extension of this. Sequestration is, I believe you know and probably better than I, could impact our budgets going forward, impact budgets to the Defense Department. The contract with (inaudible) allows us to keep track and get the insights and their expertise as to what our best strategies are going forward.

**Governor:** So what exactly are they lobbying for?

**Van Aman:** So Governor, the vendor will analyze current proposed initiatives for our UAV program and the RPA program which is, you know, the remote vehicles, and our ability to capitalize on those. So this is keeping in touch the various players and decision makers, as well as the industry players. They have already provided a marketing and advocacy plan, so it's continued fulfillment of that plan, as well as changes as they become deemed necessary. And then the item -- additional item on that is, you know, what is our advocacy plan with like who is going to be reaching out to, and those are the basics of the plan going forward.

**Governor:** So is there a finite end to the contract? Because it sounds like this could go on for a very long time. I mean, not -- I know that it says from June 30 to December 31 -- to the end of this year.

**Van Aman:** Well, in part, sir, it was as the FAA looks at the various efforts in terms of air space and so forth, and puts out the RFP, the RFP that was expected to be left in August did not occur. They've delayed and postponed that, so this is carrying that forward as well as carrying forward what are the effects of sequestration. So I don't know the answer in terms of whether or not this is long-ended thing. I don't believe it is, not in the conversations that I've had with Tom.

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

**Secretary of State:** Yes. Just one follow up. You indicated that the FAA was to release the RFP in August, and that did not happen.

**Van Aman:** That's correct.

**Secretary of State:** I was reviewing the Economic Development Update this morning. Did they give any indication as to when they might let the RFP at this point?

**Van Aman:** They have not, sir.

**Secretary of State:** Okay. So we're just kind of in limbo?

**Van Aman:** In limbo.

**Secretary of State:** And when they announced the August date, how did they make that announcement?

**Van Aman:** It was not so much an announcement as it just didn't happen. It was kind of the scuttlebutt around that that's when they were expected to announce it.

**Secretary of State:** Okay. So there wasn't any kind of mandate that they release it (inaudible).

**Van Aman:** No, sir.

**Secretary of State:** Okay. Thank you.

**Van Aman:** You're welcome.

**Governor:** And I know this is a hypothetical, and I don't like hypotheticals either. But ---

**Van Aman:** I'll do my best.

**Governor:** So let's the FAA announces December 31, 2013, will we then need to continue to services of this contractor through that time?

**Van Aman:** I'm sorry. Would you repeat that, sir?

**Governor:** So let's say, as you said, we expect the FAA to come out with its RFP in August of this year, and they didn't put it out. And let's say FAA announces in December of 2013, that's when the RFPs will be due or a decision will be made. Does that then mean that we're going to need Hurt, Norton & Associates for another year?

**Van Aman:** I don't know.

**Governor:** Okay. All right. Well, why don't we move onto the next contract?

**Van Aman:** That's a bit more definitive, sir.

**Governor:** Contract 19, excuse me. OCG Creative.

**Van Aman:** So OCG Creative was the marketing firm that prepared the materials. I think you'll probably call the blue book that had all of the -- excuse me -- various delegates and their biographies, as well as information on the State of Nevada business opportunities. The original book was supposed to be about 32, 36 pages. It ended up being an 80-page book because we added the marketing materials that had not been previously anticipated, which increased the cost of both production, as well as the translation because they were translated into Chinese and Korean, and that is -- that is the source of the increase.

**Governor:** And, I apologize. My specific question is how is the program going? I was kind of curious as to how we're doing with it.

**Van Aman:** OCG was a specific contract. I think our overall program, I know we have -- you recently returned with Steve from Canada, and I believe that was a very productive trip. And we're looking ahead to additional trade missions to Mexico and potentially Israel next year. The actual business (inaudible), I think Kimmie Candy is probably the most successful of them. It was in a huge contract, but it showed the potential, I believe, of when we bring together businesses from -- small businesses from our state with potential buyers in China or in other areas, that there is that potential there. We have also had another visit from a Chinese delegation. It was kind of a last-minute thing that I attended with a group of mining -- a group of geologists from the Funan province of China. That was a week and a half ago. They were very interested in an exchange program with the University and we're following up on that. The other items are -- all are in due course, some of which we can't really speak of because they are business negotiations. All in all, I think it's going swimmingly.

**Governor:** Thank you. That's all I have. Questions from Board members?

**Secretary of State:** No, Governor.

**Governor:** All right. Thank you, sir.

**Van Aman:** Thank you, Governor.



**Governor:** Next is contract 29, Health Division and UNLV School of Dental Medicine. Is there someone from Southern Nevada?

**Attorney General:** Yes, Governor. There is.

**Governor:** All right. If you -- I can't --

**Green:** I'm Tracey Green, State Health Officer, Medical Director Health and Developmental Services, and with me is Kimberly (inaudible), Bureau of Child, Family, and Community Wellness.

**Governor:** And good morning, Dr. Green. I'm sorry, our picture isn't real clear. We have probably a 1990s television here, so -- but in any event, so we are paying for a portion of this person on the faculty at UNLV to provide as described in the contract summary to assist in overseeing the state's oral health program. I guess my question is, what are the deliverables in this contact?

**Green:** Governor, we are statutorily required to have a state dental -- State Dental Officer (inaudible) have not been able to have (inaudible) finances. This person will actually provide us with a State Dental Officer. The role of the State Dental Officer is actually (inaudible) program - - it does a number of things, one of which is to provide technical assistance for our (inaudible) health centers, and also for our schools and for our nurses that our providing our oral health program. But also to direct us in improving our oral health program. We had a D rating in the past. We were able to bring up our rating to a C rating, and we're hoping in the future to actually bring ours up to a B rating. So our State Health Dental Officer will actually guide us in how to improve our oral health program. And as we're integrating services, I really see this health officer as a cohort of mine to improve our health program.

**Governor:** Thank you. So this individual will be providing you with say written strategies on how to improve, as you say, the technical assistance and improving our delivery and those services in the schools and the other areas that you described?

**Green:** That's right. She'll also be a liaison with the American Dental Association, with dentists. We're hoping that she will attract additional dentists to our (inaudible). She will provide us with -- she (inaudible) public health as well as a dentist, so we're hoping that she'll also provide us with more of a population-based approached to our (inaudible) in regards to improving (inaudible) look at evidence-based programs so that we can enhance our program. So really, looking at how we can do better.

**Governor:** And just out of curiosity, you had said that we didn't have the money before, yet, this is being paid with federal funds. Do you know why we didn't fund this before?

**Green:** You know, we have had an overview of our federal programs, this is carry forward dollars, and we're looking at realigning our adjusted. This is a priority now, and I can only say that previously we've had different leadership and now this is definitely a priority of ours.

**Governor:** So it was more of discretionary decision versus a financial one?

**Green:** Exactly.

**Governor:** All right. I have -- well, great. I'm glad we're doing this, and look forward to getting to that A rating.

**Green:** Absolutely.

**Governor:** Any questions from Board members?

**Secretary of State:** No, Governor.

**Governor:** Thank you very much, Dr. Green.

**Green:** Thank you.

**Governor:** The next contract is Number 35. Good morning.

**Conmay:** Good morning. I'm Patrick Conmay from Public Safety's Record and Technology Division and I'm here with Jennifer Bauer.

**Governor:** And my question for you is not with regard to the utility of the contract, it's just a very technical description, and I don't know if you could describe it a little bit simpler so that I can know exactly what we're approving here today.

**Conmay:** Well, the -- and I'll try to do that. The contract, it's a contract for a channeling service for the submission of electronic fingerprints from various approved local and private entities to the Department of Public Safety at the Record Bureau. These fingerprints are used to process applicant-based background checks required by State statute. And they also -- what we've seen here recently is, the FBI is now requiring that all fingerprint submissions be electronic, and so the (inaudible) service has seen, as part of their business, an increase because of that requirement for electronic submission.

**Governor:** And it's a four-times increase. We're going from two million to \$8 million?

**Conmay:** And it's a lot. It actually kind of caught us off guard, and as a result, we've implemented some new processes to monthly check the status of the revenues that's being generated. We didn't realize the impact that volume increase had had on us. And so the increase includes, as I understand it, coverage for revenues that have been collected, in addition to revenues we anticipate will be collected with the one-year extension.

**Governor:** And this will all be paid through the fees, correct?

**Conmay:** That's correct.

**Governor:** I have no further questions. Board members?

**Secretary of State:** No, Governor.

**Governor:** Thank you very much. And finally, I have 59, 60, and 61, which is the Silver State Health Insurance Exchange. Mr. Hager.

**Hager:** Good morning.

**Governor:** Good morning again. And my question is, how are we doing, where are we, and what will these contracts do moving forward?

**Hager:** So we're doing great. The Silver State Health Insurance Exchange is moving forward according to our original implementation plan, which was provided to you and the legislature last December before I came on board. Our contract, while it was approved a month later than we had expected, we are moving forward with Xerox, have adjusted the timelines so that we will be on track to implement a state-based change for open enrollment October 1, 2013. The five advisory committees are wrapping up their work. They have provided some 28 recommendations, various policies to the Board. The Board has approved most of them. Still working on a few of them. We expect that we'll have some work to do, maybe with two of the committees throughout the next few months. We are moving into our regulation process, basically taking those policies and putting them into regulation. Things like appeals that should be a regulation, fees to carriers and things like that. We have kept all our stakeholders informed. We have bi-weekly meetings with carriers who have -- biweekly, every two weeks with the carriers, and have regular contact with them. So they are well aware of our implementation. We are moving into the process to begin to contact them about the onboarding process, getting their plans, getting them certified through the Division of Insurance, and then putting them on our website so that can be available for enrollment in time. These contracts, there's three of them, they're for consulting contracts. As we were moving forward with our implementation, when we first came on board we inherited a contract from Medicaid. We made a commitment to this body and to the public to make sure that we went through a full process to review these contracts in an RFP-committee setting, just like any other contracts, these were competitively big contracts. They are taking the place of several consulting (inaudible) contracts that we previously had. Again, we wanted to make sure that we were transparent, doing this in the normal process. So these three contracts give us three different vendors that allow us to pick and choose who to use for various projects. They are not specific contracts for specific projects. As we move forward with this implementation, it's very difficult to tell what our needs are going to be over the next year or two. So we wanted a pool of vendors that we could choose from. One of the lessons that we learned from the previous vendors is that because we are moving so rapidly and we need things so quickly, oftentimes we would say, hey, we need this project within two weeks or four weeks. It was difficult for a vendor to shift all of their schedules around to be able to accommodate our sudden needs, and while we're trying our best to plan ahead, it's difficult to do that at times. So this allows us to say, hey, which one of you are available for this contract. We understand if you say no, you've got too much going on, we can use one of other vendors. So it makes it easier for us. The three contracts are each for a maximum of \$500,000. That is authority only. It doesn't mean that we're going to use all \$500,000. Perhaps we use \$500,000

from one and don't use any from the other two. It just depends on what we need as we go forward. So I think we're in a pretty good position. All three contracts expire December 31 of 2014, so that is when the Affordable Care Act funding runs out, so, therefore, all three of these contracts are purely funded by the Affordable Care Act Establishment Grant funding. There is an option to extend later that would have to come back to this Board, and probably wouldn't happen until the spring or summer of 2014, so we'd actually -- we'll have already implemented and been in operations for some time when that decision is made, but we'll come back with a whole nother set of factors to consider at that point. So I think that covers everything. With that, I'll be happy to take any questions.

**Governor:** And thank you, Mr. Hager. And I'm going to ask some other questions just out of curiosity. Nevada, would it be fair say is in the vanguard of exchanges in terms of doing it ourselves? Is that accurate?

**Hager:** Yes, we are.

**Governor:** And as I talk to some of my colleagues across the country, some of them are saying, you know what, we're just going to let the feds do it. And you're in the is sphere, I don't know what that looks like. Obviously, we made a policy decision that we want to do it ourselves, and we think the state can do it better, rather than having the federal government do it for us. But what does it mean when they say, or at least in your professional opinion, that we're just going to have the feds do it?

**Hager:** So if the feds run an exchange in a state, the state gives up some regulatory control of their insurance markets which I think is not in the best interest of Nevada. By allowing us to create the state-based exchange, we're in constant contact with our Division of Insurance, and the Division of Insurance maintains control of the business of insurance within the state. So I think that's number one very important. Number two, all of the policies in the decision making process for the federally facilitated exchange, as you may have seen in articles, is kind of like a black box. We don't know what they're doing. By doing a state-based exchange for Nevada, we've been able to consider policies where we are allowed flexibility. And admittedly, there is a lot of regulation that we have to implement that requires us to move a certain direction, but things like allowing brokers to participate to enroll people in the exchange, that's an optional decision that the feds may choose, not to have brokers enroll people in the exchange, whereas we have decided that it's important that our broker community be part of this. There are things like designing the shop exchange with the various flexible -- the way that we show our plans on the website and the options that we give to our employees. Two other important factors, number one, because we've been implementing, we've been able to better understand the regulations, have conversations with the feds, with the Center for Consumer Information and Insurance Oversight, which is part of CMS. That has allowed us -- not only allowed us to better understand the regulations, but has allowed the feds to better understand their own regulations and what impacts those might have in Nevada, and I think we've been able to influence the regulation process with the questions that we've asked. We have a list of some 26 pages of questions. Some of them have been answered, some haven't been answered yet. Some of them are requests for final regulations for further guidance on various topics, and because we have been implementing and because the federal government wants us to succeed almost as badly as we

want to make sure this works for Nevada, they have been very responsive to our questions. And then finally, the cost of the federally facilitated exchange, we don't know what that might be, but we are expecting that it might actually be more than our cost, and again, we don't know exactly how the feds will charge that fee. They could send a bill to the State. We expect that they will probably charge it similarly to how we have designed it, that we will charge a fee to the carriers, which will be passed onto the consumer. If we let the feds run it, and the fee is more expensive, that means our consumers will pay more than they would have if the State runs it. The last item I wanted to talk about escapes me.

**Governor:** And with regard to management, I mean, do they do it -- would they do it from Washington DC? Would suddenly a dozen people show up here and say, we're here to set up a federal exchange? I mean, I --

**Hager:** For the federally-facilitated exchanges, those will all be operated, my guess is from DC or from a vendor located more than likely outside of Nevada. Our exchange is, while we have contracted with Xerox, which is an out-of-state entity, they are licensed to do business here, they have call centers here. I think they have a thousand-person call center in Las Vegas. They are setting up an additional call center in Las Vegas for the exchange, so at least the average of 30 to 50 jobs that are added are Nevada jobs, and probably more during the open-enrollment period. Their programmers, not only have a lot of them moved to Carson City and Reno as we've implemented this, but they are hiring people in Northern Nevada to help them with the project. So it has maintained jobs here, and again, that flexibility that I think is important where there is flexibility.

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

**Secretary of State:** No, Governor.

**Governor:** Thank you very much.

**Hager:** Thank you, sir.

**Governor:** Board members, do you have any questions with regard to Agenda Item Number 9? Hearing none, the Chair will accept a motion for approval of Contracts 1 through, what's the last number?

**Clerk:** Governor, you intended to sit -- so 1 through 65.

**Governor:** 1 through 65 with the exception of Contract 26.

**Secretary of State:** I'll move for approval.

**Attorney General:** I'll send the motion.

**Governor:** Secretary of State has made a motion for approval of the contracts described in Agenda Item Number 9 with the exception of Number 26. All those in favor please say aye. Motion passes three to zero. I am going to recuse myself from Contract Number 26 given that it is with the Children's Cabinet where my wife is employed, and although she will not benefit personally from this contract, I believe that it's better for me to not participate in this item.

**Secretary of State:** Okay. Madam Attorney General, with respect to Contract Number 26, it's a contract with the Children's Cabinet in the amount of \$15,000, are there any questions or concerns with that contract?

**Attorney General:** No.

**Secretary of State:** Hearing none, the acting Chair would accept a motion for approval under Agenda Item Number 9, Contract Number 26.

**Attorney General:** I'll move for approval of Contract Number 26 under Item 9.

**Secretary of State:** Second. Any comments or questions about the motion? Hearing none, all those in favor signify by saying aye. Motion carries unanimously two to zero.

**Governor:** Thank you, Mr. Secretary.

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

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

**Clerk's Recommendation: I recommend approval.**

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

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**Comments:**

**Governor:** All right. We'll move onto the next Agenda Item, Number 10. Mr. Mohlenkamp?

**Clerk:** Governor, the Board has two Master Service Agreements to consider. The first is with Kelly Services, and this is an increase and extension of the contract from eight-and-a-half million to 11.5 million, and it extends it through March 2013. And the second is with Manpower, and this is once again an extension, \$3 million, and extends the time frame. As you recall, these contracts are for services that we use temporary man power for.

**Governor:** Thank you, Mr. Mohlenkamp. I have no questions regarding this Agenda item. Board members?

**Secretary of State:** Quick question. With respect to these MSAs, is any consideration given to whether or not these are local companies that provide these services?

**Clerk:** You know, I will ask Kimberlee Tarter to come up and see if she has something she can tell us on that.

**Tarter:** Good morning. For the record, Kimberlee Tarter, Deputy Administrator with the Purchasing Division. While we don't have the ability within statute to provide any kind of preference for local-based businesses in the services side, there are some preferences available on the commodities side for local business, very specific preferences. I can tell you that because of the way these contracts are managed, they really do require a local presence. Both of these companies have a location -- physical location in Vegas and in Reno, and they may actually have one in Carson City as well. They do require that they sign people up, that they test them to verify the skills that they're going to be providing to the state agency. So while we don't have a preference in there for it, by their very nature, only companies that have a physical location here really can provide.

**Secretary of State:** Okay. Thank you.

**Governor:** Any further questions with regard to Agenda Item Number 10? Chair will accept a motion to approve the Master Service Agreements described in that Agenda item.

**Secretary of State:** Second. Oh, sorry, I move for approval.

**Attorney General:** I'll second the motion.

**Governor:** We have a motion by the Secretary of State, second by the Attorney General. Any questions on the motion? All in favor please say aye. Motion passes three to zero.

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

**Comments:**

**Governor:** Next agenda item is Board member comments. Are there comments from Board members? We'll move onto public comment. Is there any member of the public that would like to provide comment in Las Vegas?

**Attorney General:** No, Governor.

**Governor:** Is there anyone present in Carson City that would like to provide comment?

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

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

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**Comments:**

**Governor:** We'll move onto Agenda Item Number 12. Is there a motion for adjournment?

**Secretary of State:** Move to adjourn.

**Attorney General:** Second the motion.

**Governor:** Motion by the Secretary of State for adjournment, second by the Attorney General. All in favor please say aye. This meeting is adjourned, thank you, ladies and gentlemen.



Brian Sandoval  
Governor



Jeff Mohlenkamp  
State Budget Director

Stephanie Day  
Deputy State Budget Director


STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION

*Budget Division*

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Date: November 13, 2012

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

From: Liz O'Brien Budget Analyst IV   
Budget and Planning Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT-HEALTH AND HUMAN SERVICES-DIVISION OF CHILD AND  
FAMILY SERVICES**

Agenda Item Write-up:

**The Division of Child and Family Services (DCFS) requests approval to adopt a more restrictive travel policy per SAM Section 0208 in order to reduce mileage reimbursement for using a personal vehicle from an employee's home to the airport by the mileage of that employee's normal work commute. Additionally, the division is requesting to exclude meal and incidental per diem reimbursements for employees who travel more than 50 miles in one day as part of their normal business day.**

Additional Information:

This exception is requested due to the nature of DCFS business (transporting youth and making home visits), their staff often travel more than 50 miles in one day; sometimes starting and finishing the work day at home or their assigned duty station. The employees participating in these trips have the same options as every other employee, to pack a lunch or to buy a meal.

Statutory Authority:

SAM 0208-Agencies Adoption of Lesser Travel Reimbursement Rate  
NRS 281.160 (6) allows an agency to adopt a rate of reimbursement less than the amounts specified in NRS 281.160 (1) where unusual circumstances make that rate desirable. An agency adopting such rates, must submit their proposed policy to the Board of Examiners for approval. The lesser rates may not be adopted until such approval.

NRS281.160-Section 6-The State Board of Examiners shall adopt regulations, and shall require other state agencies to adopt regulations, in accordance with the purpose of this section, and a state agency may, with the approval of the State Board of Examiners, adopt a rate of reimbursement less than the amounts established pursuant to subsection 1 where unusual circumstances make that rate desirable.

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



**RECEIVED** DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF CHILD AND FAMILY SERVICES

NOV 07 2012

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Carson City, Nevada 89706

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DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET AND PLANNING DIVISION

November 5, 2012

**To:** Jeff Mohlenkamp, Director of Administrative Services  
**Through:** Mike Willden, Director, DHHS  
**From:** Amber Howell, Administrator, DCFS *Howell*

Re: DCFS Travel Policy

Attached is a revised Travel Policy for the Division of Child and Family Services (DCFS). Per NRS 281.160 (6) and SAM 0208, DCFS would like the Board of Examiner's (BOE) approval to allow SAM Section 0204 more restrictive.

Due to the nature of our business (transporting youth and making home visits), our staff often travel more than 50 miles in one day; sometimes starting and finishing the work day at home or their assigned duty station. DCFS would like to exclude these types of trips from the meal and incidental per diem reimbursements. The employees participating in these trips have the same options as every other employee, to pack a lunch or to buy a meal.

In addition, DCFS also requests to reduce mileage reimbursement for using a personal vehicle from an employee's home to the airport by the mileage of that employee's normal work commute.

We appreciate your consideration with this request.

CC: Liz O'Brien, Budget Analyst

## DIVISION OF CHILD AND FAMILY SERVICES

<b>SUBJECT:</b>	TRAVEL POLICY/PROCEDURES
<b>POLICY NUMBER:</b>	99-03
<b>NUMBER OF PAGES:</b>	08
<b>EFFECTIVE DATE:</b>	January 1, 2013
<b>ISSUED DATE:</b>	September 27, 1999
<b>REVISION DATE:</b>	August 21, 2012
<b>REVISION BY:</b>	ASO IV
<b>SUPERSEDES PAGES:</b>	All
<b>APPROVED BY:</b> <b>TITLE:</b>	Amber Howell Administrator, Division of Child and Family Services
<b>Signature:</b>	<b>On File 9/1/2012</b>
<b>REFERENCES:</b>	State Administrative Manual, Chapter 0200 State Administrative Manual, Chapter 1302 Nevada Revised Statute 484.474

**PURPOSE:**

To establish travel policies/procedures for employees and non-state employees of the Division of Child and Family Services (DCFS) requesting reimbursement for travel. This policy/procedure is intended as a supplement to Chapter 0200 and 1302 of the State Administrative Manual (SAM) and 484.474 of the Nevada Revised Statute (NRS).

This policy has been developed to authorize travel for official state business necessary to meet the goals and objectives of DCFS. It is the policy of DCFS to only pay travel expenses, i.e., per-diem, transportation, etc. for the least expensive mode of travel and time required for qualified individual to be away from their official duty station.

**RESPONSIBILITIES:**

All parties are to comply with this policy/procedure, SAM Chapter 0200, 1302 and NRS 484.474.

**Employees – Non-State Employees**

Prepare and secure proper prior approvals for all travel on appropriate forms and attachments and submit Travel Expense Reimbursement (TE) form and related documents within specified timeframes. An employee that needs to make changes to their original travel request causing an increase in funds, must provide immediate notification to DCFS fiscal to ensure funding is available. If the changes are not pre-approved, the employee may be held responsible for the additional expense.

**Supervisors and Managers**

Ensure that the employees' are completing the appropriate documents for prior approval and reimbursement. It is also the responsibility of the supervisor/manager to ensure the least expensive mode of travel is being considered.

**Fiscal**

Initiate, revise, and interpret the DCFS travel policy/procedure in accordance with SAM Chapter 0200, 1302 and NRS 484.474. Audit and provide approval to Travel/Training Requests and TE forms to ensure compliance with the travel policy/procedure, SAM Chapter 0200, 1302 and NRS 484.474. Ensure TE's are processed in a timely manner.

**FORMS, APPROVALS and SUBMISSION REQUIREMENTS:**

Below is a listing of the required forms, approvals and submission requirements.

FORM	APPROVAL REQUIREMENTS	SUBMISSION REQUIREMENTS
<p>Travel/Training Request Form (State or Non-State) In-State Travel Out-of-State Travel Training</p>	<p>Must have the following signatures prior to booking or travel:</p> <p>In-State: Employee Non-State Employee Supervisor Fiscal</p> <p>Out-of-State Employee Non-State Employee Supervisor Fiscal Administrator</p> <p>NOTE: Grant Related – Additional approval required by Grants Management Unit Manager.</p>	<p>In-State Must be completed for <b>all</b> travel and provided to DCFS Fiscal Office at least five (5) days prior to travel with appropriate attachments to ensure funding is available.</p> <p>If emergency travel is required and the form cannot be completed within timeframes specified, it will be the traveler and supervisors responsibility to provide completed Travel/Training Request Form and Travel Expense Reimbursement Claim (TE) form to the DCFS Fiscal Office as soon as possible. The Supervisor’s approval must be obtained prior to travel.</p> <p>Out-of-State Must be completed for <b>all</b> travel and provided to DCFS Fiscal Office a minimum of 30 days prior to travel with appropriate attachments to ensure appropriate funding is available.</p> <p>If emergency travel is required and the form cannot be completed within timeframes specified, it will be the traveler and supervisors responsibility to provide a completed Out-Of-State Travel Request form and Travel Expense Reimbursement Claim (TE) form to DCFS Fiscal Office as soon as possible. The Administrator’s approval must be obtained prior to travel.</p> <p>Attachments:</p> <ul style="list-style-type: none"> <li>▪ Airfare Quote</li> <li>▪ Hotel Room Quote</li> <li>▪ Transportation Request</li> <li>▪ Motor Pool Request Form</li> <li>▪ Registration</li> <li>▪ Agenda</li> </ul>
<p>Child Welfare/Child Transport (CW)</p>	<p>Employee, Non-State Employee, Care Taker, Supervisor, District Manager and Fiscal</p>	<p>In-State Must be completed for <b>all</b> travel and provided to DCFS Fiscal Office at least five (5) days prior to travel with appropriate attachments to ensure funding is available.</p> <p>If emergency travel is required and the form cannot be completed within timeframes specified, it will be the traveler and supervisors responsibility to submit to DCFS Fiscal Office at the earliest opportunity the completed CW form, marking the emergency box and Travel Expense Reimbursement Claim (TE) form to DCFS Fiscal Office as soon as possible. The Supervisor’s approval must be obtained prior to travel.</p>

		<p>Out-of-State</p> <p>CW and Travel/Training Request Form must be completed for <b>all</b> travel and provided to DCFS Fiscal Office a minimum of three (3) weeks prior to travel with appropriate attachments to ensure appropriate funding is available.</p> <p>If emergency travel is required and the form cannot be completed within timeframes specified, it will be the traveler and supervisors responsibility to provide a completed CW form, Out-Of-State Travel Request form and Travel Expense Reimbursement Claim (TE) form to DCFS Fiscal Office as soon as possible. The Administrator must be informed via e-mail that a child transport is taking place as soon as possible prior to travel.</p> <p>Attachments:</p> <ul style="list-style-type: none"> <li>▪ Airfare Quote</li> <li>▪ Hotel Room Quote</li> <li>▪ Transportation Request</li> <li>▪ Motor Pool Request Form</li> <li>▪ Registration</li> <li>▪ Agenda</li> </ul>
Travel Outside of Authorized Budget	Fiscal and Budget Analyst	Submit with Travel/Training Request Form if traveler is charging a budget account and category in which their position is not funded, to ensure funding is available. Budget Analyst approval must be obtained prior to travel.
State Motor Pool Daily Rental Form <a href="http://motorpool.state.nv.us/">http://motorpool.state.nv.us/</a>	Employee, Supervisor and Fiscal	Submit with Travel/Training Request Form to ensure funding is available.
Travel Expense Reimbursement Claim (TE)	Employee, Non-State Employee, Care Taker and Supervisor (must all be original signatures)	Upon completion of travel and provide all required receipts and documentation.

**TRAVEL OUTSIDE OF AUTHORIZED BUDGET MEMORANDUM:**

Pursuant to SAM 0210, all travel expenses for employees will be charged to the budget account specifically appropriated or authorized to provide for their salaries and/or travel expenses. The Budget Division must approve all exceptions to this rule in advance of travel. If the travel is to be charged to another budget, the original travel request inside the Funding Sources Note must indicate which budget the travel should be charged to with a short justification and reason why. DCFS Fiscal Staff will then complete a memorandum requesting authority and submit it to the Budget Analyst for approval prior to travelling.

**COMBINING STATE BUSINESS AND PERSONAL TRAVEL:**

Pursuant to SAM 0206.04, DCFS requests that employees who incorporate personal with state travel must demonstrate the costs borne by the state are not increased due to the personal travel.

**OVERTIME:**

To avoid unnecessary overtime, travel should take place, whenever possible, during regular-scheduled shift times or normal business hours. Supervisors shall ensure any overtime worked for travel is justified. Whenever possible, DCFS encourages staff to flex this time. See DCFS' Personnel policy for further clarification.

**TRAVEL ADVANCES:**

It is **not** DCFS' policy to issue travel advances. It is recommended employees use a state facilitated charge card for advances and out of pocket expenses while traveling, in accordance with SAM 0232.

Pursuant to SAM 0230, the state facilitated charge cards are for official state use only, and they should only be used to pay for travel related expenses. The payment of the charge card is the responsibility of the individual to whom the card is issued. Submission of responsible parties TE form per SAM 0234 will ensure timely reimbursements and will facilitate payments to the credit card companies.

**LODGING, MEALS AND OTHER PER DIEM REIMBURSEMENTS FOR IN-STATE OR OUT-OF-STATE REIMBURSEMENT (SAM 0206, 0212 & 0214):**

While in travel status travelers are entitled to receive reimbursement up to the rates established by the US General Services Administration (GSA Lodging and M&IE allowance) – (<http://www.gsa.gov>). Maximum per diem reimbursement rates for primary destination lodging, meals and incidental expenses are established by state/city/county and vary by season. A copy of the GSA Per Diem Rates page must be used to identify all cost on the Travel/Training Request or CW form.

**Lodging**

Reimbursement for overnight lodging is only allowed when an employee must travel more than 50 miles from their official duty station unless: a) Inclement weather conditions make travel difficult/impossible, b) Late official meetings are required, c) Individuals involved are conference hosts responsible for meeting arrangements. If any of the above situations occur, a written statement from the traveler, authorized by their supervisor or manager must accompany the TE form justifying the need for lodging.

It is expected that employees will be fiscally prudent when selecting lodging. Lodging should be selected based on geographic, program and fiscal needs. A supervisor, manager or fiscal can deny the employee's choice of lodging. A price quote for lodging must accompany the travel request.

Receipts are required for all lodging reimbursement. In addition to the reimbursable lodging rates, employees/non-state employees may be reimbursed for lodging taxes and fees. Lodging taxes are limited to the taxes on reimbursable lodging costs.

Upon prior approval of the agency head and fiscal, staff may make exceptions to the rate of reimbursement for lodging pursuant to SAM 214 for Out of State Travel when the following applies:

- a. lodging is procured at a prearranged place such as a hotel where a meeting, conference or training session is held or;
- b. costs have escalated because of special events; lodging within prescribed allowances cannot be obtained nearby; and costs to commute to/from the nearby location exceed the cost savings from occupying less expensive lodging.

If the condition(s) above exist, agencies may apply the following rules to the rate of reimbursement for in-state travel pursuant to SAM 212:

- c. 150% of the standard GSA per diem rate for non-surveyed in-state sites;

**Meals**

Employees will be reimbursed the established GSA rates for each meal based on the location of the work activities and not lodging. Original receipts are not required. Child and Non-State Employees will be reimbursed actual cost for meals up to the rates established for the location where the meal is consumed as depicted by GSA. Original receipts must accompany the TE form.

Employee/Non-State Employee are only eligible for reimbursement of per diem expenses if they are required to travel at least 50 miles from their official duty station. Employees who begin and end their travel at home or official duty station even though they travel more than 50 miles during that regular workday do not qualify for meal

reimbursement unless they have a justifiable reason.

The following hours have been established which the employee/Non-State Employee may be allowed to claim meal reimbursement (if receipts are a requirement of reimbursement, the receipts will be audited to ensure that per-diem timeframe/rates are being adhered to):

Breakfast:	Enter travel status prior to 7:00am Leave travel status at, or later than 9:00am
Lunch:	Enter travel status prior to 11:00am Leave travel status at, or later than 1:30pm
Dinner:	Enter travel status prior to 5:30pm Leave travel status at, or later than 7:00pm

Pursuant to SAM 0212, if a meal is provided as part of a registration fee, conference/meeting or public transportation services, reimbursement must not be claimed. However, employees may be reimbursed for breakfast even if a continental breakfast is provided.

The Board of Examiners has approved a meal rate for employees traveling outside the United States, see SAM 0214.5.

### **Other Per Diem**

Cost will be reimbursed for actual expenses incurred for parking or vehicle storage fees for private automobiles and commercial transportation costs (i.e., taxi, shuttle, etc.). Receipts must accompany the TE form.

Cost will be reimbursed for reasonable travel related items purchased for an agency child(ren) while in the care of employees/non-state employees at the actual cost incurred. Receipts must accompany the TE form.

While in travel status travelers are entitled to receive reimbursement up to the rates established by the US General Services Administration (GSA Lodging and M&IE allowance) – (<http://www.gsa.gov>) for incidental expenditures (fees for luggage carts, metered parking, subway/bus use, and tips) when more than 50 miles from the employee's official duty station. Receipts are not required. Employees who begin and end their travel at home or official duty station even though they travel more than 50 miles during that regular workday do not qualify for incidental expenditures unless they have a justifiable reason.

Employees may claim travel card fees as described in SAM 0232. Receipts must accompany the TE form.

Employees will be reimbursed for laundry cleaning/pressing services if the employee's official business has an anticipated longer stay that what was originally approved. Receipts must accompany the TE form.

The Department of Administration advises that the state will not be responsible for any cancellation fees assessed by an Internet travel website. If an employee chooses to make travel arrangements via the Internet in order to utilize discount rates, it will be of their own accord, and they will assume full responsibility of any cancellation fees.

### **AIR TRAVEL:**

Air travel quote must be attached and used to identify costs on the Travel/Training Request form or CW and provided to DCFS Fiscal for verification of funds prior to reservation being made.

Pursuant to SAM 0216, state agencies traveling between Reno and Las Vegas are to use the Southwest Airlines corporate Internet booking tool, SWABIZ.

If Southwest does not service the area traveling to, the airline ticket must be booked through another airline, or it is more cost effective to book with a different airline, a Division approved travel agent may book the airfare ticket and use the Division's Travel Ghost Card Account for payment. Contact your local Fiscal office for the Division approved travel agent list.

The Department of Administration advises that the state will not be responsible for any cancellation fees assessed by an Internet travel website. If an employee chooses to make travel arrangements via the Internet in order to utilize



discount rates, it will be of their own accord, and they will assume full responsibility of any cancellation fees.

Pursuant to SAM 0217, several commercial airlines allow the accumulation of free bonus flight points to travelers based on miles flown or as an inducement to travel with that airline. Any flight bonus points received by State agencies or State employees as a result of State-paid air travel shall, whenever possible, be used by the agency to meet State travel needs.

On the day an airfare ticket is purchased or, when any changes are made to a flight, it will be the responsibility of the local office Administrative Assistant to print the receipt and itinerary listing the confirmation number, passenger name, account and ticket number, date(s) of travel, destination and cost of the ticket and submit to fiscal. This will be used in processing payment to the Division's Travel Ghost Card Account(s) and will replace the use of the airfare monthly travel log.

Employees who check in earlier than during the free check in period (currently 24 hours for SWA) will be charged any fees incurred. If these charges appear on the Division Ghost Card Account, a reduction will be made to the employee's Travel Expense Reimbursement Claim to reimburse the Division for the charges.

**SWABIZ:**

Beginning January 28, 2011, Southwest Airlines' unused travel funds may only be applied toward the purchase of future travel for the individual named on the original ticket. This will apply to all Southwest Airlines' unused funds, including those booked through the State's online booking tool, SWABIZ.

**STATE OWNED VEHICLES (MOTOR POOL AND AGENCY OWNED), RENTAL CARS OR PERSONAL VEHICLES:**

It is a state policy that state owned vehicles (i.e. monthly leased motor pool vehicles or agency owned vehicles) be used by employees rather than personal vehicles whenever possible.

Pursuant to SAM 1302 and due to liability, all State-owned vehicles shall be used only for authorized official business and driven by qualified and authorized personnel in a safe and courteous manner. Smoking in State-owned motor vehicles, is strictly prohibited except in those vehicles assigned to an individual employee for his/her exclusive use.

Due to liability, DCFS employees must not use personal vehicles to transport children in the care of DCFS. In accordance with NRS 484.474, all children less than 6 years of age and weighing 60 pounds or less must be secured in child restraint system while being transported in a motor vehicle. If a child safety seat is not available, staff must **NOT** transport the child; other arrangements **must** be made.

Employees traveling to the same destination on the same dates of travel are encouraged to travel together whenever possible.

**AGENCY LEASED MOTOR POOL OR AGENCY OWNED:**

Agency vehicles may be available for travel and this should be an employee's first option to obtain vehicle transportation.

**MOTOR POOL DAILY RENTALS:**

Daily motor pool rentals may be requested on a State Motor Pool Daily Rental form (<http://motorpool.state.nv.us/>). This form must be attached to the Travel/Training Request form or CW signed by an authorized agency head and provide to DCFS Fiscal for verification of funds and billing information prior to reservation being made. Approved form will be returned to requestor to fax to the appropriate Motor Pool office to reserve a daily rental vehicle.

Requestor should contact Motor Pool to ensure that the requisition was received and get a confirmation number and requestor must supply approved requisition to motor pool attendant at time of pick-up.

Upon returning the vehicle motor pool attendant will provide a Dispatched Motor Pool Reservation report. A copy of this report must be attached to the TE to confirm charge of vehicle.

Cancellation will require the requestor to write "CANCEL" clearly across the original State Motor Pool Daily Rental form and fax to Motor Pool, obtain a cancellation confirmation and fax to DCFS Fiscal Office to ensure charges are not incurred.

Motor Pool vehicles can only be used on WORK days and returned prior to weekends or holidays. (Example: If an employee from Carson City was assigned to work in Vegas Thursday, Friday, Monday and Tuesday the motor pool vehicle must be returned by close of business on Friday and picked up again on Monday morning.)

**RENTAL CAR:**

Pursuant to SAM 0218, the Motor Pool must be used when available before rental cars for in-state travel. When not available, or when traveling out-of-state, a rental car may be used when rented from companies with which the State has agreements, visit the Purchasing Division’s website at <http://purchasing.state.nv.us> for the names of these companies and the guidelines on how to access these contracts. Car rental cost must be included on the Travel/Training Request form or CW and provide to DCFS Fiscal for verification of funds prior to reservation being made.

Please note that it is not necessary to purchase collision damage waivers, as these protections are already included in the negotiated overriding agreement negotiated in the Purchasing Division’s contract.

Should an employee be required to rent a vehicle outside of these agreements, he/she should, if possible, rent the vehicle using the State facilitated credit card, which provides coverage for physical damage to the rented car. If the employee does not have a state facilitated charge card and their personal auto insurance does not include collision damage waiver(s), they must contact their supervisor to obtain permission to rent a vehicle with their personal charge card and obtain the collision damage waiver(s) offered by the rental company.

**PERSONAL VEHICLES:**

Personal vehicle estimated cost must be included on the Travel/Training Request. This would include #1) using your personal vehicle to/from a destination or #2) using your personal vehicle to/from the airport. (Note: mileage to/from the airport or your destination is calculated in one of two ways. If you leave from or return to the assigned duty station you claim the exact mileage used. If you leave from or return home you only claim mileage that would be in excess of your normal commute to your duty station.) To receive reimbursement verification of miles must be provided.

If a personal vehicle is used for daily official State business in lieu of a motor pool or agency owned vehicle, the employee must have pre-approval from a supervisor or manager. If no motor pool or agency owned vehicle was available, the employee will be reimbursed at the standard rate established by the Department of Administration. If the employee uses a personal vehicle by choice, the employee will be reimbursed one-half the standard mileage rate. (Note: If you leave from and return to your official duty station; mileage will be reimbursed for the exact mileage used. If you leave from your official duty station, go to your destination then go home or leave from home, go to your destination then go to your official duty station; you will be reimbursed exact mileage used less your regular commute mileage.) To receive reimbursement verification of miles must be provided.

Vehicle fuel is not normally reimbursed by the state; however, if the employee wishes to only claim fuel costs, and these costs are less than the rate reimbursed for mileage, when a private vehicle is used for the employee’s convenience, the employee may claim such costs on the TE. Original receipts must accompany the TE form.

**TRAINING:**

A Travel/Training Request form must be completed for all training request with approval from an authorized agency head and provided to DCFS Fiscal for verification of funds and billing information.

Registration – see Registration Fees section below.

**REGISTRATION FEES:**

A completed registration form with payment instructions must be submitted to DCFS Fiscal with the Travel/Training Request form for verification of funds prior to registration being requested. Once approved fiscal staff will process registration.

**INTERVIEW EXPENSES:**

Following instruction pursuant to SAM 0256

## **TRAVEL EXPENSE REIMBURSEMENT CLAIM (TE) FORM PROCEDURES:**

Pursuant to SAM 0220, all claims for travel reimbursement to an individual should be filed on a TE form, include all appropriate receipts and all relevant areas are completed as listed below.

It is required that all TE forms be completed appropriately and submitted within 30 days from completion of travel, sooner if state facilitate charge card has been used to avoid interest charges. TE Forms submitted incomplete will require contact between fiscal and staff and TE forms submitted outside the timeframe will require a justification letter stating reasoning for late submission from the traveler and must be signed by supervisor or district manager.

- Name, Traveler ID # or Vendor #, Department & Division, Official Station - City and Section/Unit.
- Original signature and date of traveler and supervisor, manager or designee is required to attest to the accuracy of the claim being submitted for reimbursement.
- Mark appropriate item in "Traveler is (check one)":
  - Non-State Officer or Employee
  - State Officer or Employee
  - Board or Commission member
  - Independent Contractor – whose contract provides for travel
- Section A – MM/DD/YY Date – The Beginning and End dates of travel are required.
- Section B – Destination City and Specific Purpose/Title Of Meeting/Training For Each Trip is required.
- Section C – Budget/CAT Must Enter A Budget/Category For Each Trip – is required for each trip.
- Section D – Travel Time – Time Start – Is required when you began travel status for each trip.
- Section E – Travel Time – Time Ended – Is required when you completed travel status for each trip.
- Section F – Transportation – Code – Is required to show all transportation used for trip, use chart on TE form.
- Section G – Transportation – PC/PP Mileage – Is required to calculate cost for mileage reimbursement (personal vehicle only)
- Section H – Transportation – Cost – Is required (formulated field).
- Section I – Miscellaneous Expenses – Code – Is required to record cost, use chart on TE form.
- Section J – Miscellaneous Expenses – Cost – Is required to calculate cost for miscellaneous expense.
- Section K – Daily Expenses – Meals B:GSA
- Section L – Daily Expenses – Meals L:GSA
- Section M – Daily Expenses – Meals D:GSA
- Section N – Daily Expenses – Lodging
- Section O – Total For Day

## SETTLEMENT, RELEASE, AND WAIVER AGREEMENT

This Settlement, Release and Waiver Agreement (“Agreement”) is entered into by and between Clark County, herein “Releasor,” and the State Of Nevada, herein “Releasee.” The Releasor or Releasee may be referred to as a “Party” and may be collectively referred to as the “Parties.”

**Whereas**, a representative of the Clark County District Attorney’s Office, on behalf of Releasor, by letter of July 5, 2011, made a claim upon the State Board of Examiners for refund of certain ad valorem taxes paid to or retained by the State of Nevada pursuant to AB 543 (2009) and AB 595 (2007) of the Nevada Legislature; and

**Whereas**, the Nevada State Board of Examiners declined to schedule the claim for consideration; and

**Whereas**, on or about June 6, 2012, Clark County filed, against the State of Nevada and the members of the Nevada State Board of Examiners, a complaint in the Eighth Judicial District Court for injunctive and declaratory relief and for damages related to such claim; and

**Whereas**, the Nevada Attorney General’s Office filed an appearance in that action on behalf of the named Defendants, and the Nevada Legislature has moved to intervene in that action; and

**Whereas**, the Parties now desire to settle the dispute regarding the claim and the related lawsuit;

**Now, therefore**, in consideration of the covenants, terms, and conditions set forth herein below, subject to approval by the State of Nevada Board of Examiners, Releasor and Releasee covenant and agree as follows:

### 1. Settlement Payment and Conditions.

a. *Dismissal of Pending Lawsuit.* The parties will execute and cause to be filed with the Eighth Judicial District Court a stipulation for dismissal with prejudice of Clark County’s pending action against the State of Nevada, et al., Case No. A-12-663388-C; and

b. *Funding of Transportation Project in Southern Nevada.*

(i) The Releasee, by and through its Department of Transportation (NDOT) agrees to obligate funding in an amount of ~~not to exceed~~ up to thirty-five million dollars (\$35,000,000) to the Releasor’s McCarran Airport Connector Project, Phase II (“Project”), which includes a new flyover bridge from the southbound Airport Connector to eastbound I-215 and the additional auxiliary lane on the southbound Airport Connector between the Sunset Road on-ramp and Hidden Wells and modification of the existing loop ramp south of I-215 to maintain access between the Airport Connector and Warm Springs Road, and accompanying improvements to the roadway drainage system to accommodate the ramp modifications.

(ii) It is understood and agreed that this project must meet certain eligibility requirements to qualify for federal funding. Releasor also understands and agrees that the Releasor will be required to include the Project in its regional transportation plan and

contribute matching funds to complete this project, and failure to include the Project in its regional transportation plan or provide those matching funds will relieve NDOT of its obligations hereunder.

(iii) Releasor and NDOT agree to enter into a local public agency agreement ("LPA") which will detail the specifics of this Project as well as the respective roles of Releasor and NDOT.

(iv) Unless otherwise agreed in writing by the Releasor and NDOT in the LPA, the funding specified in Section 1(b)(i) above will be programed in fiscal year 2013. Funding will be provided as specified in the LPA.

c. *Amendment of Previous Agreement for Voluntary Contribution.* The parties hereto previously entered into an Interlocal Contract for Voluntary Contributions effective July 1, 2011 ("the Original Contract"). That Original Contract shall be amended to read as follows:

Section 7. "Consideration." The financial obligations of the County to the State under the Original Contract shall be amended as follows:

i. ~~For Fiscal Year 10, the voluntary contribution of Clark County shall be \$220,000.00.~~

ii. ~~For Fiscal Year 11, the voluntary contribution of Clark County shall be \$440,000.00.~~

i. ~~For Fiscal Year 10, the voluntary contribution of Clark County shall be eliminated.~~

ii. ~~For Fiscal Years 11 and 12 (the period July 1, 2010 through June 30, 2012), the voluntary contribution of Clark County shall be eliminated.~~

iii. For Fiscal Year 13 (the period July 1, 2012 through June 30, 2013), the County contribution percentage, set forth in Attachment A (D) of the original agreement as "TBD", is hereby set at 56%.

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d. No further modifications. In all other respects, the Original Contract shall remain in full force and effect.

Comment [DVG1]: Is the subsection designation "c" correct?

2. **Release and Waiver.** Releasor hereby generally releases, waives, and discharges Releasee in connection with all claims, causes of actions, and liability of every nature whatsoever, arising out of or related to the acts, conduct, omission, or inaction committed or allegedly committed by Releasee, its officials, employees, agents, and representatives, from the beginning of time to and including the effective date of this Agreement, including but not limited to all the facts and circumstances alleged by Releasor in its Complaint in Case No. A-12-663388-C, as well as the claim itself. Releasor understands and agrees that these provisions expressly preclude Releasor

from asserting, referring to, or relying upon any act, conduct, or omission of Releasee, its officials, employees, agents, and representatives from the beginning of time up to and including the effective date of this Agreement, in any future claim or demand, made or asserted in any forum, of every nature whatsoever.

3. **No Wrongdoing.** Releasor and Releasee expressly acknowledge and agree that this Agreement and the consideration given hereunder are not, nor shall be construed or interpreted as, an admission on the part of either party of any fault, liability, or wrongdoing, but are arrived at purely to compromise the claim and pending lawsuit for the purpose of avoiding the expense and burden of further litigation.

4. **Indemnification, Defense and Hold Harmless.** Releasor shall indemnify, hold harmless and defend Releasee from any and all claims, actions, damages, losses and expenses, including but not limited to attorney fees and costs, made by any person or entity not a party to this Agreement regarding, and to the extent of, the claim reflected in the County's letter to the Board of Examiners of July 5, 2011, the related lawsuit or the subject matter of the claim or related lawsuit.

5. **Representation by Counsel.** Releasor and Releasee covenant and agree that throughout this matter, and in connection with this Agreement, they have been represented by and received the advice of competent counsel, who have fully, completely, and thoroughly explained to Releasor and Releasee the meaning and consequence of each and every covenant, term, and condition contained in this Agreement, and that Releasor and Releasee are satisfied with the counsel and advice they have received.

6. **Sole Agreement.** Releasor and Releasee covenant and agree that this Agreement contains all the terms, covenants, and conditions of the settlement agreement, that there are no other agreements, terms, covenants, or conditions except those contained herein, and that no promises, representations, or other inducements exist to enter into this Agreement except as expressly contained herein.

7. **Duress.** Releasor and Releasee covenant, represent, and agree that they enter into this Agreement knowingly, willingly, freely, and intelligently, with the advice of counsel and that they are under no coercion or duress of any nature whatsoever to enter into this Agreement, but that they do so solely in consideration of the terms, covenants, and conditions expressed in this Agreement, and no others.

8. **Modification and Amendment.** This Agreement may not be modified or amended except by written agreement signed by the party to be charged.

9. **Attorneys; Fees for Enforcement.** In the event of default or breach of any term, covenant, or condition of this Agreement, the non-defaulting or non-breaching party may seek an order in court for enforcement of this Agreement, in which event the prevailing party shall be entitled to recover the reasonable costs, expenses, and attorneys' fees incurred.

10. **Forum Selection Clause.** Releasor and Releasee agree that any action pursuant to or arising out of this Agreement shall be brought in the District Court for the First Judicial District of the State of Nevada and shall be governed by Nevada law.

11. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute only one and the same instrument.

12. **Recitals Part of Agreement.** The above recitals are incorporated by reference and made a part of this Agreement.

13. **No Assignments.** The Parties hereto each represent and warrant that they have made no assignment or transfer of any of the claims that they may have made against each other and which are the subject of this Agreement.

14. **Interpretation of Agreement.** This Agreement shall be considered as drafted jointly by the Parties, and no uncertainty or ambiguity found in terms hereof shall be construed for or against any Party based on an attribution of drafting to any one party.

15. **Severability.** If any term, covenant, or condition of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision but in a manner to maximize the original intent of the Parties as if the stricken provision were still included.

16. **No Third-Party Beneficiaries.** No provision in this Agreement shall be construed in any manner to bestow or imply third-party beneficiary status on any third-party who is not a signatory to this Agreement.

17. **Board of Examiners Approval Required.** The Releasor understands that (a) this Agreement is subject to the approval of the State Board of Examiners, and (b) such approval by the State Board of Examiners is an express condition precedent to any of the obligations assumed by Releasee under this Agreement. If the State Board of Examiners does not approve this Agreement, the Agreement and the terms and conditions herein shall be null and void.

**In witness whereof,** the parties hereto signify their full understanding and assent by their signatures on the lines provided therefor below executed on the dates indicated to become effective on the date executed by the last party to execute.

**For Releasor:**

County of Clark

By: \_\_\_\_\_  
SUSAN BRAGER, Chair

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Diana Alba, Clerk

Approved as to form:

\_\_\_\_\_  
Deputy District Attorney

***For Release:***

State of Nevada Board of Examiners

By: \_\_\_\_\_  
BRIAN SANDOVAL, Chairman

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Jeff Mohlenkamp, Clerk  
Chief, Budget Division

Approved as to form:

\_\_\_\_\_  
Deputy Attorney General



**AMENDMENT # 1**  
**TO INTERLOCAL CONTRACT FOR VOUNTARY CONTRIBUTIONS, INPATIENT,  
OUTPATIENT, AND GRADUATE MEDICAL EDUCATION (GME) HOSPITAL SERVICES**

Between the State of Nevada  
Acting By and Through Its

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF HEALTH CARE FINANCING AND POLICY**

1100 East William Street, Suite #108  
Carson City, Nevada 89701  
Phone: (775) 684-3636 Fax: (775) 684-3799

And

**CLARK COUNTY**

500 S. Grand Central Parkway  
Las Vegas, Nevada 89155  
Ph: (702) 455-3530

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original contract dated February 14, 2012 attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

This amendment revises the contract to establish the percentage of voluntary contributions for State fiscal year 2013 and retroactive voluntary contributions for State fiscal years 2010 and 2011.

**Current Contract Language, Exhibit A:**

7. CONSIDERATION. The County shall voluntarily pay DHCFP an amount equal to the **product** of 1) The contribution percentage as set forth in Attachment A, and 2) The total supplemental inpatient, outpatient upper payment limit and Graduate Medical Education (GME) supplemental payments received by the non-state governmentally owned or operated hospital in the County; **less** the State's federally required participation share of the total supplemental inpatient, outpatient upper payment limit and GME payments received by the non-state governmentally owned or operated hospital in the County, the voluntary payment shall not exceed \$25,000,000.00 (Twenty five million dollars and zero cents) for State Fiscal Year 2012 and \$15,000,000.00 (Fifteen million dollars and zero cents) for State Fiscal Year 2013 with the total not exceeding \$40,000,000.00 (Forty million dollars and zero cents) for the contract term. For any period subject to an enhanced Federal Medical Assistance Percentages (FMAP), pursuant to Section 5001 of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 ("ARRA"), as amended, if the above calculation would otherwise result in the County paying DHCFP in excess of the political subdivision required contribution percentage referenced in Section 5001(g)(2) of ARRA, the payment amount shall be reduced to ensure compliance with the political subdivision required contribution percentage.

**Current Scope of Work Language, Exhibit A:**

The County shall make the payment to the Division of Health Care Financing and Policy (DHCFP) as set forth in paragraph (7) of this contract. "The percentage" referenced in Section 7 is determined to be as follows --

For the period July 1, 2011 to June 30, 2012 60%

For the period July 1, 2012 to June 30, 2013 TBD

*Approved July 8, 2012*

6

**Amended Contract Language:**

7. CONSIDERATION. The County shall voluntarily pay DHCFP an amount equal to the **product** of 1) The contribution percentage as set forth in Attachment A, and 2) The total supplemental inpatient, outpatient upper payment limit and Graduate Medical Education (GME) supplemental payments received by the non-state governmentally owned or operated hospital in the County; **less** the State's federally required participation share of the total supplemental inpatient, outpatient upper payment limit and GME payments received by the non-state governmentally owned or operated hospital in the County, the voluntary payment shall not exceed \$25,000,000.00 (Twenty five million dollars and zero cents) for State Fiscal Year 2012 and \$12,600,000.00 (Twelve million six hundred thousand dollars and zero cents) for State Fiscal Year 2013 with the total not exceeding \$37,600,000.00 (Thirty seven million six hundred thousand dollars and zero cents) for the contract term. Additionally, the County shall pay retroactive voluntary contributions for state fiscal years 2010 in the amount of \$220,000.00 (two hundred twenty thousand dollars and zero cents) and for state fiscal year 2011 in the amount of \$440,000.00 (four hundred forty thousand dollars and zero cents) for a retroactive total amount of \$660,000.00 (six hundred sixty thousand dollars and zero cents) to be paid by the County and received by DHCFP in state fiscal year 2013. For any period subject to an enhanced Federal Medical Assistance Percentages (FMAP), pursuant to Section 5001 of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 ("ARRA"), as amended, if the above calculation would otherwise result in the County paying DHCFP in excess of the political subdivision required contribution percentage referenced in Section 5001(g)(2) of ARRA, the payment amount shall be reduced to ensure compliance with the political subdivision required contribution percentage.

**Amended Contract Language, Attachment A Scope of Work.**

D. The County shall make the payment to the Division of Health Care Financing and Policy (DHCFP) as set forth in paragraph (7) of this contract. "The percentage" referenced in Section 7 is determined to be as follows –

For the period July 1, 2011 to June 30, 2012 60%

For the period July 1, 2012 to June 30, 2013 56%

E. The County shall make retroactive voluntary contribution payments to the Division of Health Care Financing and Policy at a flat rate to be paid as follows:

State Fiscal Year 2010: \$220,000.00

and

State Fiscal Year 2011: \$440,000.00

For a total of: \$660,000.00 to be paid in full in state fiscal year 2013.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

ATTACHMENT A: SCOPE OF WORK

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.

**CLARK COUNTY**

\_\_\_\_\_  
Signature Date Board of Commissioners Chair Title

\_\_\_\_\_  
Signature Date Clerk Title

\_\_\_\_\_  
Signature Date District Attorney Title

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF HEALTH CARE FINANCING AND POLICY**

\_\_\_\_\_  
Leah Lamborn Date Chief Fiscal Officer Title

\_\_\_\_\_  
Elizabeth Aiello Date Acting Administrator Title

\_\_\_\_\_  
Michael J. Willden Date Director DHHS Title

\_\_\_\_\_  
Signature - Board of Examiners APPROVED BY BOARD OF EXAMINERS  
On \_\_\_\_\_  
(Date)

Approved as to form by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General On \_\_\_\_\_  
(Date)

**STATE OF NEVADA - DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**Division of Health Care Financing and Policy**

Telephone 775-684-3676

Fax 775-684-3773

F.E.I.N 88-600022

**INVOICE**

**TO:** George Stevens **DATE** 29-Oct-12  
Clark County Finance Office **INVOICE NUMBER** GME13-2ndVC  
500 S. Grand Central Parkway 6th Floor  
Las Vegas, Nevada 89155

**Phone** 702-455-3322 **E-Mail** Caroline Santoro (702) 807-3685

**Submit payment to: DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF HEALTH CARE FINANCING AND POLICY  
 1100 EAST WILLIAM STREET SUITE 116  
 CARSON CITY, NV 89701-3710**

QUANTITY	DESCRIPTION	TOTAL
	101-3157-00-4106 <b>IGT for SFY 13 GME Voluntary Contribution</b> First Quarter SFY 2013 @ 56%	\$ 371,702.00
	101-3157-00-4106 <b>IGT for SFY 13 GME Voluntary Contribution</b> Second Quarter SFY 2013 @ 56%	\$ 479,556.00
	Less IGT payments received	
	<b>Clark Co 1st Qtr IGT for SFY 13 GME Voluntary Contribution</b>	\$ (188,899.00)
	<b>Clark Co 2nd Qtr IGT for SFY 13 GME Voluntary Contribution</b>	\$ (296,752.00)
	<b>Total Amount Due</b>	<b>\$365,607.00</b>

**PAYMENT IS DUE UPON RECEIPT**

<b>DHCFP use only</b>		
Receipt #	Date Payment Received	
Date Sent	Check Number	Amount of Check

File Copy      Deposit Copy      Analyst Copy      Customer Copy

**STATE OF NEVADA - DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**Division of Health Care Financing and Policy**  
 Telephone 775-684-3676  
 Fax 775-684-3773  
 F.E.I.N 88-600022

**INVOICE**

**TO:** George Stevens **DATE** 29-Oct-12  
Clark County Finance Office **INVOICE NUMBER** 02IGTOPClark13VC  
500 S. Grand Central Parkway 6th Floor  
Las Vegas, Nevada 89155

**Phone** 702-455-3322 **E-Mail** Caroline Santoro (702) 807-3685

**Submit payment to: DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF HEALTH CARE FINANCING AND POLICY**  
**1100 EAST WILLIAM STREET SUITE 116**  
**CARSON CITY, NV 89701-3710**

QUANTITY	DESCRIPTION	TOTAL
	101-3157-00-4107 <b>IGT for SFY 13 Outpatient UPL Voluntary Contribution</b> First Quarter SFY 2013 @ 56%	\$ 243,029.00
	101-3157-00-4107 <b>IGT for SFY 13 Outpatient UPL Voluntary Contribution</b> Second Quarter SFY 2013 @ 56%	\$ 313,547.00
	Less IGT payments received	
	<b>Clark Co 1st Qtr IGT for SFY 13 Outpatient Voluntary Contrib</b>	(\$123,507.00)
	<b>Clark Co 2nd Qtr IGT for SFY 13 Outpatient Voluntary Contrib</b>	(\$194,025.00)
	<b>Total Amount Due</b>	\$ 239,044.00

**PAYMENT IS DUE UPON RECEIPT**

<b>DHCFP use only</b>		
Receipt #	Date Payment Received	
Date Sent	Check Number	Amount of Check

File Copy      Deposit Copy      Analyst Copy      Customer Copy

**STATE OF NEVADA - DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**Division of Health Care Financing and Policy**

Telephone 775-684-3676

Fax 775-684-3773

F.E.I.N 88-6000022

**INVOICE**

<b>TO:</b>	George Stevens	<b>DATE</b>	29-Oct-12
	Clark County Finance Office	<b>INVOICE NUMBER</b>	02-IGTIP13CVC
	500 S. Grand Central Parkway 6th Floor		
	Las Vegas, Nevada 89155		
<b>Phone</b>	(702) 455-3322	<b>E-Mail</b>	Caroline Santoro (702) 807-3685

**Submit payment to: DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF HEALTH CARE FINANCING AND POLICY  
 1100 EAST WILLIAM STREET SUITE 116  
 CARSON CITY, NV 89701-3710**

QUANTITY	DESCRIPTION	TOTAL
	101-3157-00-4104 <b>IGT for SFY 13 Inpatient UPL Voluntary Contribution</b> First Quarter SFY 2013 @ 56%	\$ 1,968,620.00
	101-3157-00-4104 <b>IGT for SFY 13 Inpatient UPL Voluntary Contribution</b> Second Quarter SFY 2013 @ 56%	\$ 2,539,843.00
	Less IGT payments received	
	<b>Clark Co 1st Qtr IGT for SFY 13 Inpatient Voluntary Contribution</b>	<b>(\$999,145.00)</b>
	<b>Clark Co 2nd Qtr IGT for SFY 13 Inpatient Voluntary Contribution</b>	<b>(\$1,572,351.00)</b>
	<b>Total Amount Now Due</b>	<b>\$1,936,967.00</b>

**PAYMENT IS DUE UPON RECEIPT**

<b>DHCFP use only</b>		
Receipt #	Date Payment Received	
Date Sent	Check Number	Amount of Check

File Copy      Deposit Copy      Analyst Copy      Customer Copy

**STATE OF NEVADA - DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**Division of Health Care Financing and Policy**

Telephone 775-684-3676

Fax 775-684-3773

F.E.I.N 88-6000022

**INVOICE**

TO: George Stevens DATE October 29, 2012  
Clark County Finance Office INVOICE NUMBER IPOPUGLME-Clark10VC  
500 S. Grand Central Parkway 6th Floor  
Las Vegas, Nevada 89155

Phone 702-455-3322 E-Mail Caroline Santoro (702) 807-3685

Submit payment to: **DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF HEALTH CARE FINANCING AND POLICY**  
**1100 EAST WILLIAM STREET SUITE 116**  
**CARSON CITY, NV 89701-3710**

QUANTITY	DESCRIPTION	TOTAL
	<b>IGT for Retro SFY 10 Inpatient UPL Voluntary Contribution</b>	\$ 4,895,751.00 *
	1/2 to 3/31/2010 - 3rd Quarter SFY 2010 \$ 2,447,876.00	
	4/1 to 6/30/2010 - 4th Quarter SFY 2010 \$ 2,447,875.00	
	<b>IGT for Retro SFY 10 Outpatient UPL Voluntary Contribution</b>	\$ 459,802.00 *
	3/1 to 3/31/2010 - 3rd Quarter SFY 2010 \$ 114,950.00	
	4/1 to 6/30/2010 - 4th Quarter SFY 2010 \$ 344,852.00	
	<b>IGT for Retro SFY 10 GME Voluntary Contribution</b>	\$ 1,173,282.00 *
	3rd Quarter SFY 2010 \$ 586,641.00	
	4th Quarter SFY 2010 \$ 586,641.00	
	<b>Less adjustment as agreed upon 10/29/2012</b>	\$ (6,528,835.00)
	<b>10/29/12 Agreed upon IGT for Retro SFY 10 Inpatient &amp; Outpatient UPL and GME Voluntary Contribution</b>	\$ 220,000.00
	*Previously billed on January 26, 2012	
	<b>TOTAL AMOUNT DUE</b>	<b>\$ 220,000.00</b>

<b>DHCFP use only</b>		
Receipt #	Date Payment Received	
Date Sent	Check Number	Amount of Check

File Copy      Deposit Copy      Analyst Copy      Customer Copy



BRIAN SANDOVAL  
Governor

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
**DIVISION OF HEALTH CARE FINANCING AND POLICY**

1100 E. William Street, Suite 101  
Carson City, Nevada 89701  
(775) 684-3600

MICHAEL J. WILLDEN  
*Director*

ELIZABETH AIELLO  
*Acting Administrator*

October 29, 2012

George W. Stevens  
Chief Financial Officer  
Clark County  
500 S. Grand Central Parkway  
Las Vegas, NV 89155

Dear Mr. Stevens:

Please find attached a copy of the contract amendment between Clark County and the Division of Health Care Financing and Policy (DHCFP). These changes are a result of our agreement to the voluntary contribution amounts paid to DHCFP for the Graduate Medical Education (GME) and Upper Payment Limit (UPL) programs.

To summarize the changes Clark County agreed to pay 56% of the total payment for the GME and UPL supplemental payments for SFY 2013. Based on this agreed amount an additional amount is owed to DHCFP for Q1 and Q2 of SFY 2013 in the amount of \$xxxx. SFY 2013, Q3 and Q4 invoices will reflect the 56%.

In addition, an agreement was reached that Clark County will pay a fixed voluntary contribution amount retro-actively for SFY 2010 in the amount of \$220,000 and for SFY 2011 a fixed amount of \$440,000.

A copy of the amendment to the contract and revised invoices are attached for your convenience. Please let me know if you have any questions or if you need additional information.

Sincerely,

Michael J. Willden  
Director, Health and Human Services

Cc: Elizabeth Aiello, Acting Administrator, DHCFP  
Leah Lamborn, Chief Financial Officer, DHCFP



December 1, 2009

Page 2

## I-215/AIRPORT CONNECTOR INTERCHANGE

### PROPOSED IMPROVEMENTS

The proposed project will provide improvements to the I-215 Corridor from Las Vegas Boulevard to Windmill Lane, including the Airport Connector. Figure 2-1 shows existing conditions.

The entire I-215/Airport Connector Interchange project will provide the following improvements:

- The I-215 will be widened to include one additional general purpose lane, for a total of four lanes in each direction between Las Vegas Boulevard and Windmill Lane.
- Auxiliary lane will be added to the I-215 between the following ramps:
  - Eastbound from the Las Vegas Boulevard on ramp to the Airport Connector off ramp.
  - Eastbound from the Airport Connector's direct connection to the I-215 to the Windmill Lane off ramp. This auxiliary lane will also serve eastbound I-215 traffic entering from Warm Springs Road.
  - Westbound from the Airport Connector on ramp to the Las Vegas Boulevard off ramp.
- The Westbound I-215 to Airport Connector and the eastbound I-215 to Windmill Lane off ramps will be widened to accommodate two exiting lanes.
- The Warm Springs on ramps to westbound I-215 will be combined to enter the I-215 at the structure over the Airport Connector, which is downstream of the I-215 westbound off ramp to the Airport Connector. The existing loop on ramp from eastbound Warm Springs Road will be realigned to merge with the westbound Warm Springs Road on ramp on the structure over Paradise Road. This loop ramp modification will include a grade separation over Warm Springs Road.
- The I-215/Airport Connector Interchange will be modified to include a two lane, direct connector "flyover" ramp for the southbound Airport Connector to eastbound I-215 movement. This direct connector will replace the existing "loop" ramp that also serves as the connection from the Airport Connector to Warm Springs Road. The existing eastbound I-215 on ramp from the Airport Connector and the off ramp to Warm Springs Road will be modified as follows:
  - Modify the existing eastbound I-215/Warm Springs Road off-ramp to accommodate the above described new direct connector ramp. This modification will shift the eastbound I-215/Warm Springs Road off-ramp westerly and upstream of the direct connector ramp.

- Southbound Airport Connector traffic destined to Warm Springs Road will be routed via the existing loop ramp. The loop ramp traffic will parallel I-215 but will be separated from I-215 off ramp prior to the existing signalized intersection at Warm Springs Road.
  - The existing Warm Springs Road to eastbound I-215 loop on ramp will be modified to accommodate the additional lanes on I-215 from the direct connector ramp.
- The southbound Airport Connector to westbound I-215 will essentially remain the same.
  - A braided ramp will be added to the northbound Airport Connector for traffic from eastbound I-215 to pre-position vehicles that are destined to Sunset Road.

The following is a description of the proposed Phase II Project:

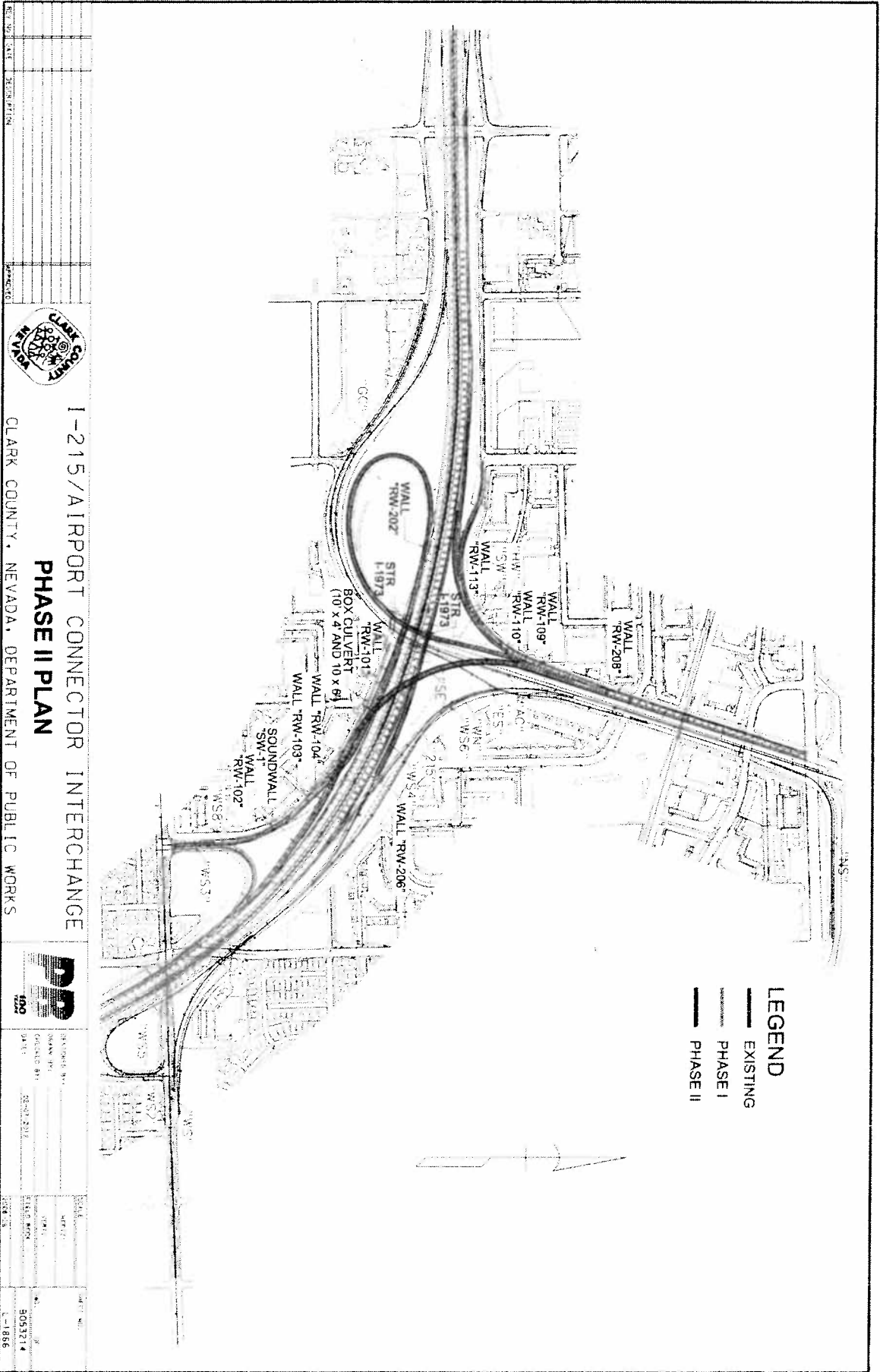
**Phase II Project Scope:**

The Single largest element of this Project is to construct a direct connection for southbound traffic from the Airport Tunnel Southerly approach to I-215 Eastbound (See PHASE II PLAN, attached), This structure is a 1923 feet long composite steel flyover with curved girders and will be the first of its kind in the State of Nevada (see Drawing B-300).

In order to build this structure it will be necessary to construct a sizable hammerhead pier and column in the median of I-215 which is currently under construction and widen the Westbound I-215 bridge over the Airport connector to the north include minor realignment of the northerly edge of pave being constructed in Phase 1. This means that timing of this Project is of the essence so the proposed improvements can be coordinated with on-going work and securing funding for the Project merits a high priority.

**Phase II Project Cost and Funding:**

It is estimated that this project will cost \$55 million with allowance for engineering and administration by both Clark County and NDOT and the assumption at this time is that federal funding through NDOT will provide \$35 million with the remaining \$20 million from existing revenue sources for the Las Vegas Beltway.



**LEGEND**  
 — EXISTING  
 — PHASE I  
 — PHASE II

**I-215/AIRPORT CONNECTOR INTERCHANGE**  
**PHASE II PLAN**  
 CLARK COUNTY, NEVADA, DEPARTMENT OF PUBLIC WORKS



DESIGNED BY	DATE	CHECKED BY	DATE	PROJECT NO.	DATE
DRANK BE	05/02/2012	0053214	05/02/2012	1-1856	

I-215/AIRPORT CONNECTOR INTERCHANGE

## MEMORANDUM

DATE: November 29, 2012

TO: Board of Examiners

FROM:

SUBJECT: Proposed Settlement, Release and Waiver Agreement between Clark County and the State of Nevada concerning the county's claims relating to distribution of certain property tax revenues by the state based on AB 543 (2009) and AB 595 (2007) and contributions made for the funding of the treatment of indigent patients.

---

### SUMMARY

The State of Nevada and Clark County desire to settle a dispute that exists between them regarding the refund of certain taxes and contributions made for the funding of the treatment of indigent patients and come before the Board of Examiners ("BOE") with a Proposed Settlement, Release, and Waiver Agreement ("Proposed Agreement") for its approval.

### BACKGROUND

Nevada Counties were given authority by the Nevada Legislature in 1989 to impose a tax of up to 5 cents per \$100 of assessed value of property to be used by local governments within the county for capital projects (NRS 354.598(15)). Clark County enacted such a tax.

The 2007 Nevada Legislature passed AB 595 which redirected to the state treasury increasingly large percentages of the 5-cent tax imposed by Clark County and Washoe County under NRS 354.598(15). The increased distributions to the state were to take place over a period of years until by 2012, sixty percent of the locally-enacted property taxes were to be directed to the state. In 2009 the

Nevada legislature passed AB 543 taking more from Clark County and Washoe County for the general use of the state by redirecting 4-cents per \$100 of the operating rates of those two counties for the state's use. That bill also modified the formulas of the AB 595 from 2007 to direct some of that locally-enacted, 5-cent capital projects tax revenue back to the Clark County and Washoe County in the form of state highway money, but continued to direct the State Treasurer to distribute other portions of the proceeds of those locally-enacted property taxes to the State of Nevada for its general use.

In a 2010 special session the Nevada Legislature passed a law (AB 6) that transferred to the state general fund for the general use of the State a fund of money consisting of certain fees charged to Clark County water customers by a coalition of Clark County governments and districts. A legal challenge of that legislative act culminated in a Nevada Supreme Court's decision that redistribution of local revenues to the state is a violation of special laws. Clean Water Coalition v. The M Resort, 127 Nev. Adv. Op. No. 24 (May 26, 2011). The unconstitutionality of AB 6 centered on taking revenues raised by local governments from local taxpayers and using them for the benefit of the entire state.

Based on the Clean Water Coalition case, on or about July 5, 2011 the Clark County Board of County Commissioners sent to the state a demand letter for the return of Clark County tax revenues diverted to the state by AB 595 of 2007 and AB 543 of 2009 (the "Claim").

Subsequently on June 12, 2012 a lawsuit was filed by Clark County in the Eighth Judicial District Court against the State of Nevada and the Governor, the Treasurer and the Controller in their official capacities. The lawsuit sought injunctive and declaratory relief and damages related to the Claim as well as contributions made for the funding of the treatment of indigent patients.

(Note - A similar claim relating to AB 543 (2009) and AB 595 (2007) was made by Washoe County, the settlement of which was approved by the BOE at its September 2012 meeting).

On September 10, 2012 an answer to the Clark County complaint was filed on behalf of the State and the other named defendants.

Representatives of the state and county met and a compromise was reached. That compromise is contained in the Proposed Agreement which is before the BOE for its consideration.

The proposed Settlement, Release and Waiver Agreement provides that Clark County will release all claims against the state alleged in case of Clark County vs. The State of Nevada et al., Case No. A-12-663388-C and dismiss the lawsuit with prejudice in return for the State, through its Department of Transportation, obligating funding in the amount of thirty-five million dollars (\$35,000,000.00) for Phase II of Clark County's McCarran Airport Connector Project which is subject to certain conditions. In addition the Proposed Agreement also amends a certain Interlocal Contract for Voluntary Contributions effective July 1, 2011. Without a settlement, the litigation would proceed. It is estimated that trial court litigation could take 18 months and an appeal could extend the process by another 2 years. The benefits of the proposed settlement include: certainty of outcome, resolution of outstanding disputes, avoidance of litigation costs, and maintenance of positive relationships between the state and county.

## RECOMMENDATION

The Attorney General's Office recommends approval of a Settlement, Release and Waiver Agreement between Clark County and the State of Nevada concerning the county's claims relating to the distribution of certain property tax revenues by the state based on A.B. 595 and A.B. 543 as well as the dispute regarding certain contributions made for the funding of the treatment of indigent patients (NRS 422.380 – 422.390).

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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: October 20, 2012

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

From: John Borrowman, 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 ADMINISTRATION  
MOTOR POOL DIVISION

Agenda Item Write-up:

New Vehicle Request: Pursuant to NRS 334.010 the Motor Pool Division is requesting approval to purchase 10 new vehicles in FY2013.

Additional Information:

During the 2011 legislative session, DPS-P&P was directed to return 30 vehicles to Motor Pool since P&P's positions were vacant. As P&P filled their vacancies, the vehicles would be provided by Motor Pool.

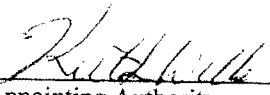
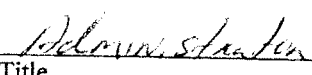
Motor Pool was directed to retain 10 of the 30 cars being returned from P&P. Upon request from P&P, Motor Pool was to return the 10 cars and to purchase 20 new cars as needed to restore the full number provided to P&P. However, no funding or authority was provided for Motor Pool to purchase the 20 new vehicles.

Recently, P&P requested the original 10 cars to be returned for use by their new employees. P&P projects to need 10 additional vehicles before the end of SFY13. However, Motor Pool must submit their purchase order by the end of the calendar year to make the factory deadlines.





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

<b>Agency Name:</b> State Motor Pool		<b>Budget Account #:</b> 1356	
<b>Contact Name:</b> Keith Wells		<b>Telephone Number:</b> 775-684-1883	
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:			
<b>Number of vehicles requested:</b> 10		<b>Amount of the request:</b> \$219,321.50	
<b>Is the requested vehicle(s) new or used:</b> _____			
<b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> (9) Police Package Sedans (1) Minivan			
<b>Mission of the requested vehicle(s):</b> Vehicles will be assigned to DPS - Parole and Probation			
<b>Were funds legislatively approved for the request?</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>If yes, please provide the decision unit number:</b>  <b>If no, please explain how the vehicles will be funded?</b> Funded from Reserves	
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input checked="" type="checkbox"/> 10 Addition(s) <input type="checkbox"/> Replacement(s)			
<b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b> Exempt Police Vehicles			
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: _____ Odometer Reading: _____ Type of Vehicle: _____		Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.  N/A Additional vehicles to the fleet	
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.	
<i>Please attach an additional sheet if necessary</i>			
<b>APPOINTING AUTHORITY APPROVAL:</b>			
			
Agency Appointing Authority		Title	Date 10-17-12
<b>BOARD OF EXAMINERS' APPROVAL:</b>			
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase			
Board of Examiners		Date	

Revised 7/13/10

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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: October 18, 2012  
To: Jeff Mohlenkamp, Clerk of the Board  
Department of Administration  
From: Jim Rodriguez, Budget Analyst IV  
Budget Division  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**VETERAN'S SERVICES – SOUTHERN NEVADA VETERAN'S HOME (SNVH)**

Agenda Item Write-up:

**The Southern Nevada Veteran's Home is requesting Board of Examiners' approval to purchase a replacement SUV vehicle.**

Additional Information:

The agency currently has a 2001 Chevy Lumina with 102,870 miles on it and is used to transport SNVH admissions coordinators around the valley to meet with prospective residents at home and hospitals. The vehicle is also used to transport residents to various appointments in the area. The agency reports that the current vehicles is experiencing significant recurring mechanical issues and is becoming problematic to use. So much so, the agency believes that the replacement of the vehicle cannot wait for the coming budget session.

The agency has sufficient reserves to cover this purchase without negatively impacting the Home's fiscal capacity to support the home's operations.

Statutory Authority:

NRS 334.010 requires the purchase of automobiles be submitted to the Board of Examiners for approval.

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

### 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:
Southern Nevada Veteran's Home	1	\$23,155.25
Total:	1	\$23,155.25

RECEIVED

SEP 18 2012

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

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET AND PLANNING DIVISION

Agency Name: Nevada Office of Veterans Services Budget Account #: 256105

Contact Name: Michael Nobles Telephone Number: 702-332-6703

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: \$23,155.25

Is the requested vehicle(s) new or used: New

Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:

SUV/Crossover

Mission of the requested vehicle(s):

Resident transportation for Veterans Home, as well as admissions personnel transportation for applicant home visits.

Were funds legislatively approved for the request?

Yes  No

If yes, please provide the decision unit number:

If no, please explain how the vehicles will be funded?  
Work program to transfer authority from Reserve Cat 86 to Cat 05 Equipment.

Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):

Addition(s)  Replacement(s)

Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.

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: 2001  
Odometer Reading: 102,870  
Type of Vehicle: Chevrolet Lumina Sedan

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.

Vehicle #2 Model Year:  
Odometer Reading:  
Type of Vehicle:

Please attach an additional sheet if necessary

APPOINTING AUTHORITY APPROVAL:

Agency Appointing Authority: *Carl A. Cole* Title: *Ex. Director* Date: *9/14/2012*

BOARD OF EXAMINERS' APPROVAL:

Approved for Purchase  Not Approved for Purchase

Board of Examiners \_\_\_\_\_ Date \_\_\_\_\_

Revised 7/13/10



STATE OF NEVADA  
OFFICE OF VETERANS SERVICES  
**NEVADA STATE VETERANS HOME/BOULDER CITY**  
100 Veterans Memorial Drive  
Boulder City, Nevada 89005  
(702) 332-6864 • Fax (702) 332-6762 • TDD (702) 332-6988



## MEMORANDUM

To: Jim Rodriguez, Budget Office  
From: Michael C. Nobles, Management Analyst II  
Date: September 7, 2012  
Subject: Request for Approval of Vehicle Purchase

---

The Nevada State Veterans Home (NSVH) is requesting approval of a vehicle purchase to replace one of its' fleet of vehicles at the Veterans Home. The 2001 Chevrolet Lumina sedan has over 100,000 miles on it, and has reached the point where continual driving of the vehicle around the Las Vegas valley is problematic.

This new vehicle will be used to transport NSVH admissions coordinators around the valley to meet with prospective residents at homes and hospitals. The vehicle will also be used to transport residents to various appointments in the area.

NSVH feels that this purchase cannot wait for the new budget cycle to approve a purchase in July of 2013.



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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: November 6, 2012  
To: Jeff Mohlenkamp, Clerk of the Board  
Department of Administration  
From: John Borrowman, 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.

**OFFICE OF THE MILITARY – MILITARY**

Agenda Item Write-up:

Pursuant to NRS 353.268, Office of the Military – Military, requests an allocation of \$1,273 from the Interim Finance Contingency Fund to cover seven pending stale claims from state fiscal year 2012:

Vendor	Total Claim (\$)	GF Liability (\$)
Simplex Grinnell	\$440.00	\$110.00
Simplex Grinnell	642.00	160.50
Simplex Grinnell	133.00	33.25
Simplex Grinnell	612.00	153.00
Simplex Grinnell	1,993.00	498.25
City of Reno	497.26	176.63
Waste Management	564.84	141.21

Additional Information:

The agency received an allocation from the Interim Finance Contingency Fund to assist with utility liabilities in SFY12. Upon closing the fiscal year, the balance of unspent funds were used to repay as much of the allocation as possible. As a result, no General Funds were reverted or available for payment of stale claims.

Statutory Authority:

NRS 353.268

**REVIEWED:** \_\_\_\_\_

**ACTION ITEM:** \_\_\_\_\_





**STATE OF NEVADA OFFICE OF THE MILITARY**

Office of the Adjutant General  
2460 Fairview Drive  
Carson City, Nevada 89701-6807



BRIAN SANDOVAL  
*Governor*

WILLIAM R. BURKS  
*Brigadier General  
The Adjutant General*

October 31, 2012

**MEMORANDUM**

To: Chairman  
Board of Examiners

From: Jennifer McEntee, Administrative Services Officer II  
State Administrative Office

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. Work Program C25663 has been submitted for placement on the next Interim Finance Committee's meeting, if approved.

**OFFICE OF THE MILITARY – NATIONAL GUARD BENEFITS**

The Agency is requesting an allocation of \$1,273 from the Interim Finance Committee Contingency Fund to provide payment for stale claims received for State Fiscal Year 2012.

Nature of Request

The Office of the Military received an allocation from the Interim Finance Committee in State Fiscal Year 2012. The unused funds were returned to the IFC Contingency Fund at the close of the fiscal year in accordance with policy. We are requesting a reallocation of funds sufficient to cover the stale claims. The attached listing consists of claims that were incurred during the prior fiscal year, but received too late to process before the fiscal year was closed.

Thank you for your consideration.





**DEPARTMENT OF ADMINISTRATION**

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

Date: November 2, 2012  
To: Jeff Mohlenkamp, Director  
Department of Administration  
From: Colleen Murphy, Assistant to the Director  
Department of Administration  
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.

**SUPREME COURT – JUDICIAL SELECTION**

Agenda Item Write-up:

Pursuant to NRS 353.268 Supreme Court – Judicial Selection , requests an allocation of \$8,000 from the Interim Finance Contingency Fund for the costs of filling judicial elected official vacancies for the remainder of the fiscal year.

Additional Information:

In fiscal year 2013 the Judicial Selection budget received \$16,180 in funding for filling judicial elected official vacancies. To date, one judicial selection process has been held and three are pending at a projected cost of \$19,384. This \$8,000 request covers the current projected shortfall of \$3,204 and the \$4,796 balance is requested to cover an additional judicial selection process.

Statutory Authority:

NRS 353.268

REVIEWED: \_\_\_\_\_  
ACTION ITEM: \_\_\_\_\_

Supreme Court of Nevada  
ADMINISTRATIVE OFFICE OF THE COURTS

ROBIN SWEET  
Director and  
State Court Administrator



SCOTT SOSEBEE  
Deputy Director  
Information Technology

VERISE V. CAMPBELL  
Deputy Director  
Foreclosure Mediation

November 2, 2012

Jeff Mohlenkamp, Clerk of the Board of Examiners  
Department of Administration  
Budget Division  
209 E. Musser St., Room 200  
Carson City, Nevada 89701

Dear Mr. Mohlenkamp:

Pursuant to section 2(a) of NRS 353.266, the Supreme Court is requesting an \$8,000 allocation from the Interim Finance Committee (IFC) contingency fund<sup>1</sup> for the costs of filling judicial elected official vacancies. Please place this request on the agenda of the December 5, 2012, Board of Examiners' meeting. By copy of this letter, I am asking the Legislative Counsel Bureau to place this item on the agenda of the December 11, 2012, Interim Finance Committee meeting.

Budget Account 1498, Judicial Selection, provides funding, through a general fund appropriation, for the costs associated with the Commission on Judicial Selection and the judicial selection process. The Commission is authorized by Article 6, Section 20, of the Nevada Constitution and by NRS 1.380 through 1.410. The mission of the Commission is to select three nominees for any judicial elected official vacancy that might occur before the expiration of any term of office in the Supreme Court or District Court, and to submit the names of the nominees to the Governor, who will appoint the replacement to fill the vacancy until the next general election. There are 89 judicial elected officials statewide: 7 Supreme Court Justices and 82 District Judges.

The Judicial Selection budget received a \$16,180 general fund appropriation in fiscal year 2013 for the projected costs of filling two judicial elected official vacancies. To date, one judicial selection process has been held, and three are in process. The \$8,000 will ensure funding is available to fund the known processes and will provide for a remaining balance for the costs of any other process that may become necessary between now and June 30, 2013<sup>2</sup>.

<sup>1</sup> We are requesting an allocation from the IFC contingency fund in lieu of a supplemental appropriation because we will be obligated to pay expenses in excess of the budget account's original appropriation prior to the date a supplemental appropriation could be approved.

<sup>2</sup> We are currently projecting a deficit of \$3,200. The \$8,000 will offset the deficit and will provide an additional \$4,800 should a 5<sup>th</sup> process become necessary. The average cost projected for each process this fiscal year is \$4,846.

Mr. Jeff Mohlenkamp  
November 2, 2012  
Page 2 of 2

Please note that as a result of the known vacancies this fiscal year, we are likely to revert to the general fund a significant amount of judicial elected official salary savings. Over \$371,000 was reverted from the Judicial Elected Official budget account (1490) in fiscal year 2012 as a result of the vacancies that occurred during that year.

Attached is information on the vacancies that have occurred this fiscal year to date, or that will occur in the coming months. Also attached are our calculations and assumptions for projecting the costs of the known processes to date. Actual expenditures are based on the district where the vacancies occur since the interview process is held in that district, and on the actual number of applicants which drive the number of days that will be required for the interview process.

Thank you for your assistance in this matter. Please contact me if you have any questions.

Sincerely,



Robin Sweet

RS:DB:db

Attachments

cc: Chief Justice Michael A. Cherry  
Associate Justices  
Rick Combs, Secretary of the Interim Finance Committee  
Cindy Jones, Assembly Fiscal Analyst  
Mark Krmpotic, Senate Fiscal Analyst  
Deanna Bjork, Manager of Budgets, Supreme Court  
Kristen Kolbe, Program Analyst, Fiscal Analysis Division  
Colleen Murphy, Budget Analyst, Budget Division

BA 1498, Judicial Selection  
 Fiscal Year 2013 Actual or Impending Judicial Selection Processes

ELECTED OFFICIAL	JUDICIAL DISTRICT	DEPARTMENT	REASON FOR VACANCY	APPOINTED OFFICIAL	DATE APPOINTED
J. Steven Kosach	2nd	8	Retired September 10, 2012	To be determined (TBD)	TBD
J. David R. Gamble	9th	1	Retiring January 6, 2013	TBD	TBD
J. Dan L. Papez	7th	2	Retiring January 5, 2013	TBD	TBD
J. Steven P. Elliott	2nd	10	Retiring March 12, 2013	TBD	TBD

FY 2013  
Request for Additional Funding  
BA 1498, Judicial Selection

		Projected Expenditures								Projected Shortfall Budget vs Projected = Additional Funding Need
		[Actual expenditures are driven by the district where the vacancy occurs and the number of applicants]								
Revenue:	Ledger Description	1st Selection Reno Dept 8, 2nd JD 11 Applicants 10/31-11/1/12	2nd Selection Carson City Dept 1, 9th JD 7 Applicants 12/1/12	3rd Selection Ely Dept 2, 7th JD Est 4 Applicants 1/22-2/3/13	4th Selection Reno Dept 10, 2nd JD Est 11 Applicants	5th & 6th Selection Las Vegas Dept 4 & 14, 8th JD	Total Revenue			= Additional Funding Need
GL	General Fund Appropriation	\$5,139	\$3,926	\$5,181	\$5,139	\$19,384			-\$3,204	
Expense:	Object Description	1st Selection Las Vegas Dept 5, 8th JD	2nd & 3rd Selection Elko Dept 1 & 2, 4th JD	4th Selection Reno Dept 9, 2nd JD	5th & 6th Selection Las Vegas Dept 4 & 14, 8th JD	Total Expenses				-\$3,204
Obj	Worker's Comp	\$16	\$16	\$16	\$16	\$64			-\$67	
5860	Commission Pay	1,280	640	640	1,280	\$3,840				-\$2,112
6001	Travel Incidentals	80	40	100	80	\$300			-\$195	
6200	Travel Meals	115	159	570	115	\$959				\$113
6205	Travel Hotel	424	440	870	424	\$2,158			-\$608	
6230	Travel Public Trans	90	225	214	90	\$619				-\$187
6240	Travel: Mileage	433	200	1,406	433	\$2,472			-\$1,145	
6241	Travel Parking	108	108	0	108	\$324				-\$65
6250	Travel Airfare	900	900	0	900	\$2,700			-\$684	
7020	Supplies	100	100	100	100	\$400				-\$40
7030	Express Mail	400	300	300	400	\$1,400			-\$860	
7040	Printing	100	100	100	100	\$400				\$680
7113	Meeting Room Rental	0	0	200	0	\$200			\$250	
7200	Food (working lunches)	500	300	300	500	\$1,600				-\$1,330
7285	State Postage	220	220	220	220	\$880			\$3,620	
7294	Conference Calls	15	15	15	15	\$60				\$300
7430	Prof Svs (Applicant screening)	358	163	130	358	\$1,008			-\$1,008	
Subtotal		\$5,139	\$3,926	\$5,181	\$5,139	\$19,384				-\$3,204

Notes: 2 members and 1 staff reside in the Las Vegas area  
The Chief Justice, the court administrator, and 1 member reside in Carson City  
2 members reside in Reno  
1 member resides in Schurz  
2 temporary members (TBD) would reside in the county where the vacancy occurred

Selection Process Estimate  
 FY 13, BA 1498, Judicial Selection (Article 6, Section 20, of the Constitution of the State of Nevada and NRS 1.380 through 1.410)  
 Assumes one two-day process will be held in Reno

Name	Primary Station	Operating Costs	Commission Pay*	Airfare**	Hotel	Meals	Per Veh Mileage	Parking	Public Trans	Incidental	Total Costs
Chief Justice	Carson City	-	-	-	-	-	67	-	-	10	77
Member Cooney	Carson City	-	162	-	-	-	67	-	-	10	239
Secretary Sweet	Carson City	-	-	-	-	-	67	-	-	10	77
Security	Carson City	-	-	-	-	-	67	-	-	10	77
Member Gilbert	Henderson	-	162	300	106	23	17	36	20	10	674
Member Bersi	Las Vegas	-	162	300	106	23	17	36	20	10	674
Staff Support Byrd	Las Vegas	-	-	300	106	23	-	36	50	10	525
Temporary Member	Local	-	162	-	-	-	-	-	-	-	162
Temporary Member	Local	-	162	-	-	-	-	-	-	-	162
Member Boyd	Reno	-	162	-	-	-	-	-	-	-	162
Member Mehta	Reno	-	162	-	-	-	-	-	-	-	162
Member Williams	Shurz	-	162	-	106	46	133	-	-	10	457
Supplies	N/A	100	-	-	-	-	-	-	-	-	100
Express Shipping	N/A	400	-	-	-	-	-	-	-	-	400
Printing	N/A	100	-	-	-	-	-	-	-	-	100
Meeting Room Rent	N/A	-	-	-	-	-	-	-	-	-	-
Working Lunch	N/A	500	-	-	-	-	-	-	-	-	500
State Postage	N/A	220	-	-	-	-	-	-	-	-	220
Conference Calls	N/A	15	-	-	-	-	-	-	-	-	15
Background Checks (\$32.50 ea)	N/A	358	-	-	-	-	-	-	-	-	358
		1,693	1,296	900	424	115	433	108	90	80	5,139

\* Includes the potential cost of worker's compensation  
 \*\* Assumes airfare will be purchased at a reduced rate



Selection Process Estimate

FY 13 BA 1498, Judicial Selection (Article 6, Section 20, of the Constitution of the State of Nevada and NRS 1.380 through 1.410)  
 Assumes one one-day process will be held in Carson City

Name	Primary Station	Operating Costs	Commission Pay*	Airfare**	Hotel	Meals	Per Veh Mileage	Parking	Public Trans	Incidental	Total Costs
Chief Justice	Carson City	-	-	-	-	-	-	-	-	-	-
Member Cooney	Carson City	-	82	-	-	-	-	-	-	-	82
Secretary Sweet	Carson City	-	-	-	-	-	-	-	-	-	-
Security	Carson City	-	-	-	-	-	-	-	-	-	-
Member Gilbert	Henderson	-	82	300	110	34	17	36	75	10	664
Member Bersi	Las Vegas	-	82	300	110	34	17	36	75	10	664
Staff Support Byrd	Las Vegas	-	-	300	110	34	-	36	75	10	565
Temporary Member	Local	-	82	-	-	-	-	-	-	-	82
Temporary Member	Local	-	82	-	-	-	-	-	-	-	82
Member Boyd	Reno	-	82	-	-	-	33	-	-	-	115
Member Mehta	Reno	-	82	-	-	-	-	-	-	-	82
Member Williams	Shurz	-	82	-	110	57	133	-	-	10	392
Supplies	N/A	100	-	-	-	-	-	-	-	-	100
Express Shipping	N/A	300	-	-	-	-	-	-	-	-	300
Printing	N/A	100	-	-	-	-	-	-	-	-	100
Meeting Room Rent	N/A	-	-	-	-	-	-	-	-	-	-
Working Lunch	N/A	300	-	-	-	-	-	-	-	-	300
State Postage	N/A	220	-	-	-	-	-	-	-	-	220
Conference Calls	N/A	15	-	-	-	-	-	-	-	-	15
Background Checks (\$32.50 ea)	N/A	163	-	-	-	-	-	-	-	-	163
		1,198	656	900	440	159	200	108	225	40	3,926

\* Includes the potential cost of worker's compensation

\*\*Assumes airfare will be purchased at a reduced rate

Selection Process Estimate  
 FY 13, BA 1498, Judicial Selection (Article 6, Section 20, of the Constitution of the State of Nevada and NRS 1.380 through 1.410)  
 Assumes one one-day process will be held in Ely

Name	Primary Station	Operating Costs	Commission Pay*	Airfare	Hotel	Meals	Per Veh Mileage	Parking	Public Trans	Incidental	Total Costs
Chief Justice	Carson City	-	-	-	87	57	355	-	-	10	509
Member Cooney	Carson City	-	82	-	87	57	-	-	-	10	236
Secretary Sweet	Carson City	-	-	-	87	57	-	-	214	10	368
Security	Carson City	-	-	-	87	57	-	-	-	10	154
Member Gilbert	Henderson	-	82	-	87	57	269	-	-	10	505
Member TBD	Las Vegas	-	82	-	87	57	269	-	-	10	505
Staff Support Byrd	Las Vegas	-	-	-	87	57	269	-	-	10	423
Temporary Member	Local	-	82	-	-	-	56	-	-	-	138
Temporary Member	Local	-	82	-	-	-	56	-	-	-	138
Member TBD	Reno	-	82	-	87	57	-	-	-	10	236
Member Mehta	Reno	-	82	-	87	57	-	-	-	10	236
Member Williams	Shurtz	-	82	-	87	57	133	-	-	10	369
Supplies	N/A	100	-	-	-	-	-	-	-	-	100
Express Shipping	N/A	300	-	-	-	-	-	-	-	-	300
Printing	N/A	100	-	-	-	-	-	-	-	-	100
Meeting Room Rent	N/A	200	-	-	-	-	-	-	-	-	200
Working Lunch	N/A	300	-	-	-	-	-	-	-	-	300
State Postage	N/A	220	-	-	-	-	-	-	-	-	220
Conference Calls	N/A	15	-	-	-	-	-	-	-	-	15
Background Checks (\$32.50 ea)	N/A	130	-	-	-	-	-	-	-	-	130
		1,365	656	-	870	570	1,406	-	214	100	5,181

\* Includes the potential cost of worker's compensation

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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: November 16, 2012  
To: Jeff Mohlenkamp, Clerk of the Board  
Department of Administration  
From: Nikki Hovden, 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 HEALTH AND HUMAN SERVICES – PUBLIC DEFENDER  
OFFICE**

Agenda Item Write-up:

Pursuant to NRS 353.268, Department of Health and Human Services – Public Defender Office, is requesting an allocation of \$501 from the Interim Finance Contingency Fund to cover a payroll stale claim from fiscal year 2011.

Additional Information:

Pursuant to NRS 7.155 postconviction expenditures are paid from funds appropriated to the Public Defender Office and once exhausted, funds must be allocated from the statutory contingency account for payment of such expenditures. Due to this process, no funds are remaining as reversions to pay an employee for an incorrect rate of pay in 2011. This incorrect rate was detected in fiscal year 2013 early enough to have General Funds reversions remaining in fiscal year 2012 for the majority of the correction. However, the incorrect rate of pay started the week of June 8, 2011; therefore, \$500.06 has not been paid to the employee. No other funds are available.

REVIEWED: \_\_\_\_\_  
ACTION ITEM: \_\_\_\_\_

RECEIVED

STATE OF NEVADA



DEPARTMENT OF TREASURY  
OFFICE OF THE COMPTROLLER  
BUDGET AND FINANCIAL SERVICES DIVISION

MEMORANDUM

TO: ~~BONNIE CALLAGHAN~~ **BUDGET**

DATE: 9/28/2012

FROM: PAM STURLIN

APPROVED BY CENTRAL PAYROLL  
*x Kupa Jones 9-28-12*

SUBJECT: CHARLES H. ODGERS STALE CLAIM

This claim requests the following payroll adjustment for FY 2011 B/A 1499

Employee Name: Charles H. Odgers  
Employee ID #: 47141  
Dates: June 8, 2011 To June 30, 2011  
Reason for Adj: Unclassified Employee paid at incorrect rate

**Total State Claim Request** \$ **500.06**

		Subject to Retirement	Not Subject to Retirement	
<b>Salary Amount:</b>		\$ 426.24 ✓	\$ -	\$ 426.24
<b>Fringe Benefit Amounts:</b>				
GL 5200	Workers' Comp 0.01550	6.61	-	\$ 6.61
5800	Unemployment 0.00380	1.62	-	\$ 1.62
5840	Medicare 0.01450	6.18	-	\$ 6.18
5750	REGI 0.02690	11.47	-	\$ 11.47
5300	Retirement 0.11250	47.95	-	\$ 47.95
	<b>Total Fringe</b>	<b>\$ 73.82</b>	<b>\$ -</b>	<b>\$ 73.82</b>
<b>Total Amount Claiming</b>		<b>\$ 500.06</b>	<b>\$ -</b>	

Fiscal Approval: *Pamela Sturlin*

Date: 9/28/12

Budget Approval: \_\_\_\_\_

Date: \_\_\_\_\_



EMPLOYEE NAME: Odgers, Charles  
 EMPLOYEE ID #: 47141  
 AGENCY NAME: State Public Defender  
 BUDGET ACCT: 1499  
 PAYROLL CLERK: 1499

PAYROLL CLERK PHONE:  
 RETRO OWED EMPLOYEE: **\$9,088.88**  
 CURRENT YEAR OWED EMPLOYEE: **\$1,145.76**

FY11 Total Owed: **\$426.24**  
 FY12 Total Owed: **\$8,662.64**  
 FY13 Total Owed: **\$1,145.76**

50.00

ACTION/STATUS

Pay Period End Date	PP	FY	Hours	Type	Rate	Total	Less Paid	RETRO OWED	Running Total
06/12/11	26	11	24.00	PRT	45.8000	1,099.20	992.64	106.56	106.56
06/19/11	01	11	8.00	PRT	45.8000	366.40	330.88	35.52	142.08
06/26/11	01	11	32.00	PRT	45.8000	1,465.60	1,323.52	142.08	284.16
07/03/11	02	11	32.00	PRT	45.8000	1,465.60	1,323.52	142.08	426.24
07/10/11	02	12	8.00	PRT	44.6600	357.28	322.56	34.72	460.96
07/17/11	02	12	40.00	PRT	44.6600	-357.28	-322.56	-34.72	426.24
07/24/11	02	12	40.00	PRT	44.6600	1,786.40	1,612.80	173.60	599.84
07/31/11	03	12	-8.00	PFRLO	44.6600	-357.28	-322.56	-34.72	565.12
07/31/11	03	12	24.00	PRT	44.6600	1,071.84	967.68	104.16	669.28
07/31/11	03	12	-8.00	PFRLO	44.6600	-357.28	-322.56	-34.72	634.56
07/31/11	04	12	40.00	PRT	44.6600	1,786.40	1,612.80	173.60	738.72
07/31/11	04	12	-8.00	PFRLO	44.6600	-357.28	-322.56	-34.72	704.00
08/07/11	04	12	40.00	PRT	44.6600	1,786.40	1,612.80	173.60	877.60
08/14/11	05	12	40.00	PRT	44.6600	1,786.40	1,612.80	173.60	1,016.48
08/21/11	05	12	40.00	PRT	44.6600	1,786.40	1,612.80	173.60	1,190.08
08/28/11	06	12	40.00	PRT	44.6600	1,786.40	1,612.80	173.60	1,363.68
09/04/11	06	12	40.00	PRT	44.6600	1,786.40	1,612.80	173.60	1,537.28
09/11/11	07	12	40.00	PRT	44.6600	1,786.40	1,612.80	173.60	1,710.88
09/18/11	07	12	40.00	PRT	44.6600	1,786.40	1,612.80	173.60	1,884.48
09/25/11	07	12	-8.00	PFRLO	44.6600	-357.28	-322.56	-34.72	2,058.08
10/02/11	08	12	36.00	PRT	44.6600	1,607.76	1,451.52	156.24	2,023.36
10/09/11	08	12	40.00	PRT	44.6600	1,786.40	1,612.80	173.60	2,179.60
10/16/11	09	12	-8.00	PFRLO	44.6600	-357.28	-322.56	-34.72	2,353.20
10/23/11	09	12	40.00	PRT	44.6600	1,786.40	1,612.80	173.60	2,318.48
10/30/11	10	12	40.00	PRT	44.6600	1,786.40	1,612.80	173.60	2,492.08
10/30/11	10	12	40.00	PRT	44.6600	1,786.40	1,612.80	173.60	2,665.68
10/30/11	10	12	40.00	PRT	44.6600	1,786.40	1,612.80	173.60	2,839.28
10/30/11	10	12	40.00	PRT	44.6600	1,786.40	1,612.80	173.60	3,012.88

11/06/11	11	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	3,186.48
11/13/11	11	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	3,360.08
11/20/11	12	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	3,533.68
11/27/11	12	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	3,707.28
12/04/11	13	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	3,880.88
12/11/11	13	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	4,054.48
12/18/11	14	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	4,228.08
12/25/11	14	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	4,401.68
01/01/12	15	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	4,575.28
01/08/12	15	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	4,748.88
01/15/12	16	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	4,922.48
01/22/12	16	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	5,096.08
01/29/12	17	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	5,269.68
02/05/12	17	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	5,443.28
02/12/12	18	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	5,616.88
02/19/12	18	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	5,790.48
02/26/12	19	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	5,964.08
03/04/12	19	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	6,137.68
03/11/12	20	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	6,311.28
03/18/12	20	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	6,484.88
03/25/12	21	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	6,658.48
04/01/12	21	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	6,832.08
04/08/12	22	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	7,005.68
04/15/12	22	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	7,179.28
04/22/12	23	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	7,352.88
04/29/12	23	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	7,526.48
05/06/12	24	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	7,700.08
05/13/12	24	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	7,873.68
05/20/12	25	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	8,047.28
06/03/12	25	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	8,220.88
06/10/12	26	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	8,394.48
06/17/12	26	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	8,568.08
06/24/12	01	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	8,741.68
07/01/12	02	12	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	8,915.28
07/08/12	02	13	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	9,088.88
07/15/12	03	13	-8.00	PFRLO	44,6600	-357.28	-322.56	-34.72	9,262.48
07/22/12	03	13	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	9,227.76
07/29/12	04	13	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	9,401.36
08/05/12	04	13	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	9,574.96
08/12/12	05	13	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	9,748.56
08/19/12	05	13	40.00	PRT	44,6600	1,786.40	1,612.80	173.60	9,922.16
08/19/12	05	13	-8.00	PFRLO	44,6600	-357.28	-322.56	-34.72	10,095.76
									10,269.36
									10,234.64

105,328.40      95,093.76      10,234.64

**ADVANTAGE Desktop - HDHR - [Payroll Check Status Inquiry]**

File Edit Display Window Help



Name	ODGERS, CHARLES H	Employee ID	047141
Check Number	10000001504800	HR Bank Account	B OF A CNTRL
Payroll Number	CNTL	Check Date	07 / 08 / 11 <i>fetch</i>
Status	OUTSTANDING as of 07 / 01 / 11	Combined Check	N
Total Pay	3,308.80	Total Deductions	873.38
Net Pay	2,435.42	FICA Wage	3,308.80
		Fringe Benefits	1,185.40
		Reimbursable	0.00

Appt ID	Pay Event / Deduction Type	Deduction Plan	Event Date	Input Amount	Dollar Amount	Document ID
1	PRT		06 26 11	80.00	3,308.80	000088759922
2	FIT	CNTRL	07 08 11	DEDUCTION	453.16	000088759926
3	MEDEE	CNTRL	07 08 11	DEDUCTION	47.98	000088759925
4	* PER1E	CPER1	07 08 11	DEDUCTION	372.24	000088759929
5	HTHE	CNTRL	06 26 11	FRINGE	644.81	000088759927
6	MEDER	CNTRL	06 26 11	FRINGE	47.98	000088759923
7	* PER1A	CPER1	06 26 11	FRINGE	372.24	000088759930
8	REGI	CNTRL	06 26 11	FRINGE	21.77	000088759932
9	UNCP	CNTRL	06 26 11	FRINGE	8.27	000088759934

*-41.36/m*

Messages

10:17 AM 08/16/12

6/14 B LWOP  
 6/15 B "  
 6/16 B "  
 6/17 B "  
 6/20 B "

45.80  
 41.36  


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 4.44



**ADVANTAGE Desktop - HDHR - [Payroll Check Status Inquiry]**



File Edit Display Window Help



Name	ODGERS, CHARLES H	Employee ID	047141
Check Number	10000001504800	HR Bank Account	01 B OF A CNTRL
Payroll Number	CNTL	Check Date	07 / 08 / 11
Status	OUTSTANDING as of 07 / 01 / 11	Combined Check	N
Total Pay	3,308.80	Total Deductions	873.38
Net Pay	2,435.42	FICA Wage	3,308.80
		Fringe Benefits	1,185.40
		Reimbursable	0.00

	Appt ID	Pay Event / Deduction Type	Deduction Plan	Event Date	Input Amount	Dollar Amount	Document ID
1		WKCP	C6401	06 26 11	FRINGE	90.33	000088759936
2							
3							
4							
5							
6							
7							
8							
9							

END OF INQUIRY

Messages

10:17 AM 08/16/12



File Edit Display Window Help



Name	ODGERS, CHARLES H		Employee ID	047141	
Check Number	10000001506385		HR Bank Account	01 B OF A CNTRL	
Payroll Number	CNTL		Check Date	07 / 22 / 11	
Status	OUTSTANDING	as of	07 / 15 / 11	Combined Check	N
Total Pay	959.36	Total Deductions	260.07	Fringe Benefits	229.34
Net Pay	699.29	FICA Wage	959.36	Reimbursable	0.00

Appt ID	Pay Event / Deduction Type	Deduction Plan	Event Date	Input Amount	Dollar Amount	Document ID
1	PRT		07 10 11	48:00 ✓	1,935.36	000089086468
2	PRT		06 30 11	32:00	-1,323.52	000089086469
3	PFADJ		07 01 11		-322.56	1PAY 070 110701006016
4	PFADJ		07 05 11		-322.56	1PAY 070 110705006017
5	PFRLO		07 01 11	8:00	322.56	CPER 400 NTS002351746
6	PRT		07 01 11	-8:00	-322.56	CPER 400 NTS002351746
7	PFRLO		07 05 11	8:00	322.56	CPER 400 NTS002351746
8	PRT		07 05 11	-8:00	-322.56	CPER 400 NTS002351746
9	PLWOP		06 14 11	8:00 ✓	0.00	PPER 400 NTS002342961

Messages 10:13 AM 08/16/12

*Handwritten notes:*  
5 ... 40 ...

*Handwritten calculation:*  
7/1/11 4464  
40.32  

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434

File Edit Display Window Help



Name	ODGERS, CHARLES H	Employee ID	047141
Check Number	10000001506385	HR Bank Account	01 B OF A CNTRL
Payroll Number	CNTL	Check Date	07 / 22 / 11
Status	OUTSTANDING as of 07 / 15 / 11	Combined Check	N
Total Pay	959.36	Total Deductions	260.07
Net Pay	699.29	FICA Wage	959.36
		Fringe Benefits	229.34
		Reimbursable	0.00

Appt ID	Pay Event / Deduction Type	Deduction Plan	Event Date	Input Amount	Dollar Amount	Document ID
1	PRT		06 14 11	-8:00	-330.88	PPER 400 NTS002342961
2	PLWOP		06 15 11 ✓	8:00	0.00	PPER 400 NTS002342961
3	PRT		06 15 11	-8:00	-330.88	PPER 400 NTS002342961
4	PLWOP		06 16 11 ✓	8:00	0.00	PPER 400 NTS002342961
5	PRT		06 16 11	-8:00	-330.88	PPER 400 NTS002342961
6	PLWOP		06 17 11 ✓	8:00	0.00	PPER 400 NTS002342961
7	PRT		06 17 11	-8:00	-330.88	PPER 400 NTS002342961
8	PLWOP		06 20 11 ✓	8:00	0.00	PPER 400 NTS002342961
9	PRT		06 20 11	-8:00	-330.88	PPER 400 NTS002342961

Messages

10:13 AM 08/16/12



File Edit Display Window Help



Name	ODGERS, CHARLES H	Employee ID	047141
Check Number	10000001506385	HR Bank Account	01 B OF A CNTRL
Payroll Number	CNTL	Check Date	07 / 22 / 11
Status	OUTSTANDING as of 07 / 15 / 11	Combined Check	N
Total Pay	959.36	Total Deductions	260.07
Net Pay	699.29	FICA Wage	959.36
		Fringe Benefits	229.34
		Reimbursable	0.00

	Appt ID	Pay Event / Deduction Type	Deduction Plan	Event Date	Input Amount	Dollar Amount	Document ID
1.		FIT	CNTRL	07 22 11	DEDUCTION	65.63	000089086473
2		MEDEE	CNTRL	07 22 11	DEDUCTION	13.91	000089086472
3	*	PER1E	CPER1	07 22 11	DEDUCTION	366.63	000089086474
4	*	PER1E	CPER1	06 14 11	DEDUCTION	-37.22	000089086475
5	*	PER1E	CPER1	06 15 11	DEDUCTION	-37.22	000089086478
6	*	PER1E	CPER1	06 16 11	DEDUCTION	-37.22	000089086481
7	*	PER1E	CPER1	06 17 11	DEDUCTION	-37.22	000089086484
8	*	PER1E	CPER1	06 20 11	DEDUCTION	-37.22	000089086487
9		MEDER	CNTRL	07 10 11	FRINGE	13.91	000089086470

Messages

10:13 AM 08/16/12



Name	ODGERS, CHARLES H	Employee ID	047141
Check Number	10000001506385	HR Bank Account	01 B OF A CNTRL
Payroll Number	CNTL	Check Date	07 / 22 / 11
Status	OUTSTANDING as of 07 / 15 / 11	Combined Check	N
Total Pay	959.36	Total Deductions	260.07
		Fringe Benefits	229.34
Net Pay	699.29	FICA Wage	959.36
		Reimbursable	0.00

	Appt ID	Pay Event / Deduction Type	Deduction Plan	Event Date	Input Amount	Dollar Amount	Document ID
1	*	PER1R	CPER1	06 14 11	FRINGE	-37.22	000089086476
2	*	PER1R	CPER1	06 15 11	FRINGE	-37.22	000089086479
3	*	PER1R	CPER1	06 16 11	FRINGE	-37.22	000089086482
4	*	PER1R	CPER1	06 17 11	FRINGE	-37.22	000089086485
5	*	PER1R	CPER1	06 20 11	FRINGE	-37.22	000089086488
6	*	PER1R	CPER1	07 10 11	FRINGE	366.63	000089086490
7		REGI	CNTRL	07 10 11	FRINGE	6.31	000089086492
8		UNCP	CNTRL	07 10 11	FRINGE	2.40	000089086494
9		WKCP	C6401	07 10 11	FRINGE	26.19	000089086496

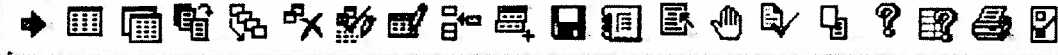
END OF INQUIRY

Messages

10:14 AM 08/16/12



File Edit Display Window Help



Name	ODGERS, CHARLES H	Employee ID	047141
Check Number	10000001507955	HR Bank Account	01 B OF A CNTRL
Payroll Number	CNTL	Check Date	08 / 05 / 11
Status	OUTSTANDING as of 07 / 29 / 11	Combined Check	N
Total Pay	2,282.88	Total Deductions	646.03
Net Pay	1,636.85	FICA Wage	2,282.88
		Fringe Benefits	1,143.43
		Reimbursable	0.00

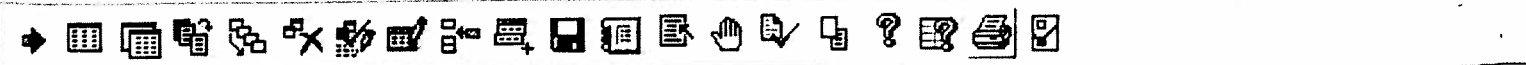
Appt ID	Pay Event / Deduction Type	Deduction Plan	Event Date	Input Amount	Dollar Amount	Document ID
1	PRT		07 24 11	80:00	3,225.60	000089436679
2	PFADJ		07 11 11		-322.56	1PAY 070 110711004670
3	PFADJ		07 18 11		-322.56	1PAY 070 110718004671
4	PFRLO		07 11 11	8:00	322.56	CPER 400 NTS002368613
5	PRT		07 11 11	-8:00	-322.56	CPER 400 NTS002368613
6	PLWOP ✓		07 12 11	8:00	0.00	CPER 400 NTS002368613
7	PRT		07 12 11	-8:00	-322.56	CPER 400 NTS002368613
8	PLWOP ✓		07 13 11	8:00	0.00	CPER 400 NTS002368613
9	PRT		07 13 11	-8:00	-322.56	CPER 400 NTS002368613

Messages

10:11 AM 08/16/12

*Handwritten notes:*  
 11/1/11  
 15/11/11  
 22/11/11

File Edit Display Window Help



Name	ODGERS, CHARLES H	Employee ID	047141
Check Number	10000001507955	HR Bank Account	01 B OF A CNTRL
Payroll Number	CNTL	Check Date	08 / 05 / 11
Status	OUTSTANDING as of 07 / 29 / 11	Combined Check	N
Total Pay	2,282.88	Total Deductions	646.03
		Fringe Benefits	1,143.43
Net Pay	1,636.85	FICA Wage	2,282.88
		Reimbursable	0.00

Appt ID	Pay Event / Deduction Type	Deduction Plan	Event Date	Input Amount	Dollar Amount	Document ID
1	PFRLO		07 18 11	8:00	322.56	CPER 400 NTS002368613
2	PAT		07 18 11	-8:00	-322.56	CPER 400 NTS002368613
3	PLWOP ✓		07 19 11	8:00	0.00	CPER 400 NTS002368613
4	PAT		07 19 11	-8:00	-322.56	CPER 400 NTS002368613
5	PLWOP ✓		07 20 11	8:00	0.00	CPER 400 NTS002368613
6	PAT		07 20 11	-8:00	-322.56	CPER 400 NTS002368613
7	PADRT		06 12 11	24:00	992.64	PPER 070 149900000215
8	FIT	CNTRL	08 05 11	DEDUCTION	264.16	000089436683
9	MEDEE	CNTRL	08 05 11	DEDUCTION	33.10	000089436682

*Handwritten note:* 30 days

File Edit Display Window Help



Name	ODGERS, CHARLES H	Employee ID	047141
Check Number	10000001507955	HR Bank Account	01 B OF A CNTRL
Payroll Number	CNTL	Check Date	08 / 05 / 11
Status	OUTSTANDING as of 07 / 29 / 11	Combined Check	N
Total Pay	2,282.88	Total Deductions	646.03
		Fringe Benefits	1,143.43
Net Pay	1,636.85	FICA Wage	2,282.88
		Reimbursable	0.00

	Appt ID	Pay Event / Deduction Type	Deduction Plan	Event Date	Input Amount	Dollar Amount	Document ID
1	*	PER1E	CPER1	08 05 11	DEDUCTION	237.10	000089436686
2	*	PER1E	CPER1	06 12 11	DEDUCTION	111.67	000089436687
3		HTHE	CNTL	07 24 11	FRINGE	644.81	000089436684
4		MEDER	CNTL	07 24 11	FRINGE	33.10	000089436680
5	*	PER1R	CPER1	06 12 11	FRINGE	111.67	000089436688
6	*	PER1R	CPER1	07 24 11	FRINGE	237.10	000089436690
7		REGI	CNTL	07 24 11	FRINGE	48.72	000089436692
8		UNCP	CNTL	07 24 11	FRINGE	5.71	000089436694
9		WKCP	C6401	07 24 11	FRINGE	62.32	000089436696

END OF INQUIRY

Messages

10:12 AM 08/16/12



File Edit Display Window Help



Name

Employee ID

	Appointment ID	Check Date	HR Bank Account	Check Number	Type of Check	Gross Pay	Deductions	Net Pay Amount
1		08 31 12	01	5638942	REG	2,903.04	792.50	2,110.54
2		08 17 12	01	5623181	REG	3,225.60	865.04	2,360.56
3		08 03 12	01	5607423	REG	3,225.60	898.08	2,327.52
4		07 20 12	01	5591629	REG	2,903.04	792.49	2,110.55
5		07 06 12	01	5575839	REG	3,225.60	898.08	2,327.52
6		06 22 12	01	5560046	REG	3,225.60	865.04	2,360.56
7		06 08 12	01	5544232	REG	3,225.60	897.33	2,328.27
8		05 25 12	01	5528469	REG	3,225.60	865.04	2,360.56
9		05 11 12	01	5512724	REG	3,225.60	897.33	2,328.27
10		04 27 12	01	5497030	REG	3,225.60	865.04	2,360.56
11		04 13 12	01	5481348	REG	3,225.60	897.32	2,328.28
12		03 30 12	01	5465703	REG	3,225.60	865.04	2,360.56
13		03 16 12	01	5450113	REG	3,225.60	865.04	2,360.56



Name ODGERS, CHARLES H

Employee ID 047141

	Appointment ID	Check Date	HR Bank Account	Check Number	Type of Check	Gross Pay	Deductions	Net Pay Amount
1		03 02 12	01	1529993	REG	3,225.60	897.33	2,328.27
2		02 17 12	01	1528528	REG	3,225.60	865.04	2,360.56
3		02 03 12	01	1527099	REG	3,225.60	897.32	2,328.28
4		01 20 12	01	1525738	REG	3,225.60	865.05	2,360.55
5		01 06 12	01	1524353	REG	3,225.60	897.32	2,328.28
6		12 23 11	01	1522879	REG	3,225.60	841.98	2,383.62
7		12 09 11	01	1521439	REG	3,225.60	906.56	2,319.04
8		11 23 11	01	1519969	REG	3,225.60	906.55	2,319.05
9		11 10 11	01	1518529	REG	3,225.60	906.56	2,319.04
10		10 27 11	01	1517045	REG	3,225.60	906.55	2,319.05
11		10 14 11	01	1515583	REG	2,741.76	784.80	1,956.96
12		09 30 11	01	1514058	REG	2,903.04	794.41	2,108.63
13		09 16 11	01	1512550	REG	3,225.60	874.27	2,351.33

File Edit Display Window Help



Name ODGERS, CHARLES H

Employee ID 047141

	Appointment ID	Check Date	HR Bank Account	Check Number	Type of Check	Gross Pay	Deductions	Net Pay Amount
1		09 02 11	01	1511048	REG	3,225.60	874.28	2,351.32
2		08 19 11	01	1509521	REG	2,903.04	794.41	2,108.63
3		08 05 11	01	1507955	REG	2,282.88	646.03	1,636.85
4		07 22 11	01	1506385	REG	959.36	260.07	699.29
5		07 08 11	01	1504800	REG	3,308.80	873.38	2,435.42
6								
7								
8								
9								
10								
11								
12								
13								

END OF INQUIRY

Messages

2:18 PM 08/27/12

PAY POLICY 10  
UNCLASSIFIED EMPLOYEES  
ON EMPLOYEE/EMPLOYER PAID RETIREMENT  
COMPENSATION SCHEDULE

EFFECTIVE: \*\* JUL 2011

TITLE CODE	TITLE DESCRIPTION	EEO-4	OVERTIME EXEMPT (E) NON-EXEMPT (N)	APPROX ANNUAL SALARY	APPROX BIWEEKLY SALARY	APPROX HOURLY RATE
U4544	CHIEF AUDITOR	B	E	87,772	3,362.40	42.03
U3705	DEPUTY DIRECTOR, DETR	A	E	114,104	4,371.20	54.64
U9119	DIV ADMNR, INFO DEVEL & PROCES	A	E	104,778	4,014.40	50.18
U4600	DIV ADMNR, EMPLOYMENT SECURITY	A	E	114,104	4,371.20	54.64
U3803	DIV ADMNR, NERC	A	E	85,579	3,278.40	40.98
U9070	HEARING OFFICER (EA)	B	E	69,122	2,648.00	33.10
U9009	EXECUTIVE ASSISTANT	F	N	54,858	2,101.60	26.27
U4521	SENIOR ATTORNEY	B	E	104,231	3,992.80	49.91
U4522	ASSISTANT TO THE DIRECTOR	A	E	86,725	3,322.40	41.53
15. DEPARTMENT OF HEALTH & HUMAN SERVICES						
U4900	DIRECTOR, HEALTH & HUMAN SVCS	A	E	124,528	4,770.40	59.63
U4608	DEP DIRECTOR, PROGRAMS	A	E	104,778	4,014.40	50.18
U4610	DIV ADMR, HCFP	A	E	114,104	4,371.20	54.64
U4612	DEP DIVISION ADMR, HCFP	A	E	104,778	4,014.40	50.18
U9200	DEPUTY DIV, ADMR DCFS	A	E	104,778	4,014.40	50.18
U4102	BUREAU CHIEF, YOUTH PAROLE	A	E	95,453	3,656.80	45.71
U4603	DIV ADMNR, HEALTH	A	E	114,104	4,371.20	54.64
U4615	STATE HEALTH OFFICER	A	E	157,433	6,031.20	75.39
U5301	MEDICAL PGM COORD, MH (EA)	A	E	184,861	7,082.40	88.53
U5303	MEDICAL PGM COORD STATEWIDE-MH	A	E	198,589	7,608.00	95.10
U5300	DIV ADMNR, MH/DS	A	E	120,688	4,624.00	57.80
U9104	DEP DIRECTOR, FISCAL SVCS	A	E	104,778	4,014.40	50.18
U4907	DEP DIV ADMR, MH/DS	A	E	104,778	4,014.40	50.18
U4806	DIV ADMR, WELFARE & SUPORT SVC	A	E	114,104	4,371.20	54.64
U4108	DIV ADMNR, CHILD & FAMILY SVCS	A	E	114,104	4,371.20	54.64
U4117	DEP DIV ADMR, CHILD & FAM (EA)	A	E	104,778	4,014.40	50.18
U9105	DEP DIRECTOR, ADMIN SVCS	A	E	95,453	3,656.80	45.71
U9091	STATE EPIDEMIOLOGIST	A	E	95,453	3,656.80	45.71
U9038	CHIEF BIostatistician	A	E	95,453	3,656.80	45.71
U4218	DIV ADMR, AGING & DISAB SVCS	A	E	104,778	4,014.40	50.18
U4115	DEP DIV ADMR, AG & DISAB (EA)	A	E	95,453	3,656.80	45.71
U4118	CHIEF, ELDER RIGHTS	A	E	85,579	3,278.40	40.98
U4650	STATEWIDE SUICIDE PREV COORD	B	E	69,122	2,648.00	33.10
*U4106	SUPT, NV YOUTH TRAINING CENTER	A	E	95,453	3,656.80	45.71
*U4105	SUPT, CALIENTE YOUTH CENTER	A	E	95,453	3,656.80	45.71
U4660	STWD SUICIDE PREV TRAINER FAC	B	N	65,830	2,521.60	31.52
U9009	EXECUTIVE ASSISTANT	F	N	54,858	2,101.60	26.27
U4921	GOVERNOR'S CONSUMER HEALTH	A	E	95,453	3,656.80	45.71
U4922	OMBUD CONSUM HLTH ASST (EA)	B	E	76,118	2,916.00	36.45
16. OFFICE OF THE STATE PUBLIC DEFENDER						
U4502	STATE PUBLIC DEFENDER	A	E	113,202	4,412.60	55.17
U4004	SPVG PUB DEFENDR-OFFICE	A	E	104,231	3,992.80	49.91
U4005	SPVG PUB DEFENDR-TRIAL	A	E	104,231	3,992.80	49.91
U4006	SPVG PUB DEFENDR-APPEALS	A	E	104,231	3,992.80	49.91
U4007	REP PUBLIC DEFENDER (EA)	B	E	83,259	3,072.80	38.66
U3602	REP PUBLIC DEFENDER-APPELL (EA)	B	E	83,259	3,072.80	38.66
*U3607	INVESTIGATOR (EA)	D	N	84,802	3,183.20	39.79
17. DEPARTMENT OF BUSINESS AND INDUSTRY						
U4100	DIRECTOR, BUSINESS & INDUSTRY	A	E	114,538	4,700.40	58.76
U4104	DEP DIRECTOR, ADMINISTRATION	A	E	78,544	3,047.20	38.19

\* EMPLOYEES ARE ELIGIBLE FOR POLICE/FIRE RETIREMENT PLAN IF THEY WERE IN THE POLICE/FIRE RETIREMENT PLAN PRIOR TO THEIR PROMOTION INTO THESE CLASSES.

AN "E" IN THE OVERTIME COLUMN DESIGNATES CLASSES IN WHICH EMPLOYEES ARE EXCLUDED FROM RECEIVING ANY OVERTIME COMPENSATION. AN "N" DESIGNATES CLASSES ELIGIBLE FOR OVERTIME.

THE CONTRIBUTION RATE FOR REGULAR MEMBERS OF THE RETIREMENT SYSTEM WHO ELECT EMPLOYEE-EMPLOYER-PAID RETIREMENT IS 10.05%. MEMBERS OF THE POLICE/FIRE FUND CONTRIBUTE 11.75%.

\*\*EFFECTIVE FIRST MONTHLY RETIREMENT REPORTING PERIOD BEGINNING IN APRIL AFTER THE 15, 2011.

PAY POLICY 10  
UNCLASSIFIED EMPLOYEES  
ON EMPLOYEE/EMPLOYER PAID RETIREMENT  
COMPENSATION SCHEDULE

EFFECTIVE: OCTOBER 01, 2011

TITLE CODE	TITLE DESCRIPTION	EEO-4	OVERTIME EXEMPT (E) NON-EXEMPT (N)	APPROX ANNUAL SALARY	APPROX BIWEEKLY SALARY	APPROX HOURLY RATE
U4006	SPVG PUB DEFENDR-APPEALS	A	E	104,231	3,992.80	49.91
U3907	DEP PUBLIC DEFENDER (EA)	B	E	93,259	3,572.80	44.66
U3922	DEP PUBLIC DEFENDER-APPELL(EA)	B	E	93,259	3,572.80	44.66
*U3607	INVESTIGATOR (EA)	D	N	64,302	2,463.20	30.79
17.	DEPARTMENT OF BUSINESS AND INDUSTRY					
U4100	DIRECTOR, BUSINESS & INDUSTRY	A	E	124,528	4,770.40	59.63
U4104	DEP DIRECTOR, ADMINISTRATION	A	E	79,544	3,047.20	38.09
U4311	DIV ADMNR, FINANCIAL INSTITUTN	A	E	95,453	3,656.80	45.71
U4210	DEP DIV ADMR, FINANCIAL INST	A	E	79,544	3,047.20	38.09
U4312	DIV ADMNR, MORTGAGE LENDING	A	E	95,453	3,656.80	45.71
U3913	OMBUDSMAN/REAL ESTATE	B	N	69,122	2,648.00	33.10
U4211	CPA, FINANCIAL INSTITUTIONS	B	E	66,011	2,528.80	31.61
U9009	EXECUTIVE ASSISTANT	F	N	54,858	2,101.60	26.27
U3915	DIV ADMNR, MANUFACTURED HOUSNG	A	E	85,579	3,278.40	40.98
U4306	DIV ADMINISTRATOR, REAL ESTATE	A	E	95,453	3,656.80	45.71
U3914	DEPUTY DIV ADMR, REAL ESTATE	A	E	79,544	3,047.20	38.09
U4111	DEPUTY DIRECTOR, PROGRAMS	A	E	104,231	3,992.80	49.91
U4219	OMBUDSMAN CON AFFAIRS MIN	B	N	72,568	2,791.60	34.77
U3809	DIV ADMINISTRATOR, HOUSING	A	E	95,453	3,656.80	45.71
U3710	DEPUTY DIV ADMR, HOUSING	A	E	79,544	3,047.20	38.09
U3512	CHIEF ASSISTANT, HOUSING	A	N	65,830	2,521.60	31.52
U3513	CHIEF FINANCIAL OFCR, HOUSING	B	E	93,259	3,572.80	44.66
U4303	DIV ADMNR, INSURANCE	A	E	114,104	4,371.20	54.64
U4315	DEPUTY DIV ADMR, INSUR (EA)	A	E	95,453	3,656.80	45.71
U4317	LEAD ACTUARY, INSURANCE (EA)	B	E	122,929	4,709.60	58.87
U4103	DIV ADMNR, TAXICAB AUTHORITY	A	E	95,453	3,656.80	45.71
U4711	DIV ADMR, TRANSPORTATION AUTH	A	E	111,393	4,267.20	53.34
U9204	DEP DIV ADMR, MORTGAGE LEND	B	E	79,544	3,047.20	38.09
U4532	CHIEF TRANSPORTATION INSPECTOR	B	E	90,857	3,480.80	43.51
U4513	COMMISSIONER-TSA (EA)	A	E	104,449	4,001.60	50.02
U4419	FINANCIAL ANALYST (EA)	B	E	79,638	3,051.20	38.14
U4314	MANAGER, TRANSPORTATION	A	E	93,259	3,572.80	44.66
U4309	DEP DIV ADMR, TRANS AUTHORITY	A	E	86,286	3,305.60	41.32
U3816	ATTORNEY TSA AUTHORITY	A	E	93,259	3,572.80	44.66
U4516	DIV ADMNR, INDUSTRIAL RELATNS	A	E	104,778	4,014.40	50.18
U4405	DEP DIV ADMR, INDUS REL (EA)	A	E	85,579	3,278.40	40.98
U4517	ATTORNEY, INDUS RELATIONS (EA)	B	E	93,259	3,572.80	44.66
U4518	SR ATTY, INDUSTRIAL RELATIONS	B	E	104,231	3,992.80	49.91
U4505	DEP DIV ADMR, SAFETY CONSULT	A	E	79,544	3,047.20	38.09
U4007	DEP DIV ADMR, MINE SAFETY	A	E	79,544	3,047.20	38.09
U4510	DIV ADMNR, ATTY FOR INJURD WKR	A	E	115,202	4,413.60	55.17
U3912	DEP ATTY, INJURED WRKRS (EA)	B	E	93,259	3,572.80	44.66
U3709	SR DEP ATTY, INJURED WRKRS (EA)	B	E	104,231	3,992.80	49.91
U9072	INSUR COUNSEL/HEARING OFR (EA)	B	E	95,453	3,656.80	45.71
U4904	DIV ADMNR, EMPL-MGMT RELATIONS	A	E	85,579	3,278.40	40.98
U2701	EXEC ASST, EMPL-MGMT RELATIONS	F	N	54,858	2,101.60	26.27
U4201	DIV ADMNR, DAIRY COMMISSION	A	E	85,579	3,278.40	40.98
U4205	DIV ADMR, OFFICE OF LABOR COM	A	E	95,453	3,656.80	45.71
U3503	DEP DIV ADMR, OFF OF LAB COM	A	E	79,544	3,047.20	38.09
U2960	CH ASST, OFFICE OF LABOR COM	F	N	54,858	2,101.60	26.27
U3501	DIV ADMNR, ATHLETIC COMMISSION	A	E	95,453	3,656.80	45.71
U4205	CPA, MORTGAGE LENDING	B	E	69,122	2,648.00	33.10
U3905	DEP DIV ADMR, CAPTIVE INSURERS	A	E	95,453	3,656.80	45.71

\* EMPLOYEES ARE ELIGIBLE FOR POLICE/FIRE RETIREMENT PLAN IF THEY WERE ON THE POLICE/FIRE RETIREMENT PLAN PRIOR TO THEIR PROMOTION INTO THESE CLASSES.

AN "E" IN THE OVERTIME COLUMN DESIGNATES CLASSES IN WHICH EMPLOYEES ARE EXCLUDED FROM RECEIVING ANY OVERTIME COMPENSATION. AN "N" DESIGNATES CLASSES ELIGIBLE FOR OVERTIME.

THE CONTRIBUTION RATE FOR REGULAR MEMBERS OF THE RETIREMENT SYSTEM WHO ELECT EMPLOYEE/EMPLOYER-PAID RETIREMENT IS 12.35%. MEMBERS OF THE POLICE/FIRE FUND CONTRIBUTE 20.25%.

PAY POLICY 10  
UNCLASSIFIED EMPLOYEES  
ON EMPLOYEE/EMPLOYER PAID RETIREMENT  
COMPENSATION SCHEDULE

EFFECTIVE: \*\* JUL 2009

TITLE CODE	TITLE DESCRIPTION	EEO-4	OVERTIME EXEMPT (E) NON-EXEMPT (N)	APPROX ANNUAL SALARY	APPROX BIWEEKLY SALARY	APPROX HOURLY RATE
U9038	CHIEF BIostatistician	A	E	97,901	3,750.40	46.88
U4218	DIV ADMNR, AGING SERVICES	A	E	107,465	4,116.80	51.46
U4115	DEP ADMNR, AGING SVCS (EA)	A	E	97,901	3,750.40	46.88
U4118	CHIEF, ELDER RIGHTS	A	E	87,773	3,362.40	42.03
U4650	SUICIDE PREVENTION COORD-SW	B	E	70,894	2,716.00	33.95
*U4106	SUPT, NV YOUTH TRAINING CENTER	A	E	97,901	3,750.40	46.88
*U4105	SUPT, CALIENTE YOUTH CENTER	A	E	97,901	3,750.40	46.88
U4616	SUPT, SUMMIT VIEW YOUTH CC	A	E	97,901	3,750.40	46.88
U3808	EXEC DIR, NV INDIAN COMMISSION	A	E	70,894	2,716.00	33.95
U4660	SUICIDE PREVENTION TRAINER	B	N	67,518	2,586.40	32.33
U9009	EXECUTIVE ASSISTANT	F	N	56,265	2,155.20	26.94
21. OFFICE OF THE STATE PUBLIC DEFENDER						
U4502	STATE PUBLIC DEFENDER	A	E	118,156	4,526.40	56.17
U4004	SPVG PUB DEFENDR-OFFICE	A	E	106,904	4,095.20	51.19
U4005	SPVG PUB DEFENDR-TRIAL	A	E	106,904	4,095.20	51.19
U4006	SPVG PUB DEFENDR-APPEALS	A	E	106,904	4,095.20	51.19
U3907	DEP PUBLIC DEFENDER (EA)	B	E	95,650	3,664.00	45.80
U3922	DEP PUBLIC DEFENDER-APPELL (EA)	B	E	95,650	3,664.00	45.80
*U3607	INVESTIGATOR (EA)	D	N	65,951	2,526.40	31.58
22. DEPARTMENT OF BUSINESS AND INDUSTRY						
U4100	DIRECTOR, BUSINESS & INDUSTRY	A	E	127,721	4,892.80	61.16
U4104	DEP DIRECTOR, ADMINISTRATION	A	E	81,584	3,125.60	39.07
U4311	DIV ADMNR, FINANCIAL INSTITUTN	A	E	97,901	3,750.40	46.88
U4210	DEP ADMNR, FINANCIAL INSTITUTN	A	E	81,584	3,125.60	39.07
U4312	DIV ADMNR, MORTGAGE LENDING	A	E	97,901	3,750.40	46.88
U3913	OMBUDSMAN/REAL ESTATE	B	N	70,894	2,716.00	33.95
U4211	CPA, FINANCIAL INSTITUTIONS	B	E	67,704	2,593.60	32.42
U9009	EXECUTIVE ASSISTANT	F	N	56,265	2,155.20	26.94
U3915	DIV ADMNR, MANUFACTURED HOUSNG	A	E	87,773	3,362.40	42.03
U4306	DIV ADMINISTRATOR, REAL ESTATE	A	E	97,901	3,750.40	46.88
U3914	DEP ADMNR, REAL ESTATE (EA)	A	F	81,584	3,125.60	39.07
U4111	DEPUTY DIRECTOR, PROGRAMS	A	E	107,465	4,116.80	51.46
U4213	DIV ADMNR, CONSUMER AFFAIRS	A	E	97,901	3,750.40	46.88
U4219	OMBUDSMAN, CONSUMER AFFAIRS	B	N	74,367	2,848.80	35.61
U3809	DIV ADMINISTRATOR, HOUSING	A	E	97,901	3,750.40	46.88
U3710	DEP ADMINISTRATOR, HOUSING	A	E	81,584	3,125.60	39.07
U3512	CHIEF ASSISTANT, HOUSING	A	N	67,518	2,586.40	32.33
U3513	CHIEF FINANCIAL OFCR, HOUSING	B	E	95,650	3,664.00	45.80
U4303	DIV ADMNR, INSURANCE	A	E	117,030	4,483.20	56.04
U4315	DEP ADMNR, INSURANCE (EA)	A	E	97,901	3,750.40	46.88
U4317	LEAD ACTUARY, INSURANCE (EA)	B	E	126,081	4,830.40	60.38
U4103	DIV ADMNR, TAXICAB AUTHORITY	A	E	97,901	3,750.40	46.88
U4711	DIV ADMINISTRATOR, TSA	A	E	114,249	4,376.80	54.71
U3204	DEP ADMNR, MORTGAGE LENDING	B	E	81,584	3,125.60	39.07
U4532	CHIEF TRANSPORTATION INSPECTOR	B	E	77,417	2,965.60	37.07
U4513	COMMISSIONER-TSA (EA)	A	E	107,127	4,104.00	51.30
U4419	FINANCIAL ANALYST (EA)	B	E	81,680	3,128.80	39.11
U4314	MANAGER, TRANSPORTATION	A	E	95,650	3,664.00	45.80
U4309	DEP ADMINISTRATOR, TSA	A	E	98,498	3,590.40	44.38
U3816	ATTORNEY, TRANS SVCS AUTHORITY	A	E	95,650	3,664.00	45.80
U4516	DIV ADMNR, INDUSTRIAL RELATNS	A	E	107,465	4,116.80	51.46
U4405	DEP ADMNR, INDUS RELATIONS(EA)	A	E	87,773	3,362.40	42.03

\* EMPLOYEES ARE ELIGIBLE FOR POLICE/FIRE RETIREMENT PLAN IF THEY WERE ON THE POLICE/FIRE RETIREMENT PLAN PRIOR TO THEIR PROMOTION INTO THESE CLASSES.

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THE CONTRIBUTION RATE FOR REGULAR MEMBERS OF THE RETIREMENT SYSTEM WHO ELECT EMPLOYEE/EMPLOYER-PAID RETIREMENT IS 11.25%. MEMBERS OF THE POLICE/FIRE FUND CONTRIBUTE 19.00%.

\*\*EFFECTIVE FIRST MONTHLY RETIREMENT REPORTING PERIOD BEGINNING ON 8/1/09 AFTER JUL 31, 2009.

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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: November 15, 2012  
To: Jeff Mohlenkamp, Clerk of the Board  
Department of Administration  
From: Dennis Humphrey  
Budget Analyst IV  
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.

**TREASURER'S OFFICE – STATE TREASURER**

Agenda Item Write-up:

Pursuant to NRS 353.268, Treasurer's Office – State Treasurer, is requesting an allocation of \$31,661 from the Interim Finance Contingency Fund for a Management Analyst III position to support the increasing volume of work associated with the state's e-Payment Merchant Services program, as well as oversight responsibilities for the Arbitrage program formerly performed by the Controller's Office.

Additional Information:

This request involves salary expenditures only since all the related office equipment and furniture are available.

REVIEWED: _____
ACTION ITEM: _____

**Kate Marshall**  
*State Treasurer*



Steve George  
*Chief of Staff*

Mark Mathers  
*Chief Deputy Treasurer*

STATE OF NEVADA  
OFFICE OF THE STATE TREASURER

November 15, 2012

Dennis Humphrey  
Budget Analyst  
Dept. of Administration  
Budget Division  
209 Musser Street, Room 200  
Carson City, NV 89701

Dear Mr. Humphrey:

We are requesting a Management Analyst III position reinstated in our office to support the increasing volume of work associated with the state's e-Payment/Merchant Services program, as well as to support the transfer of the oversight responsibilities associated with the Arbitrage program from the State Controller's Office to this office.

This request would reinstate a position within our office that was erroneously eliminated in the Gov Rec budget submitted during the 2011 Legislative Session for the 2012/2013 Biennium. Heading into the 2011 Legislative Session, we were asked by the Department of Administration to take over the state's e-Payment/Merchant Services program as well as manage the rebidding RFP process for this program, at an estimated cost of \$100,000. Although we were unsure of the workload this would create, the Treasurer's Office agreed on the premise that the Department of Administration would support our ability to keep a vacant MA II position in our budget and include that in the Gov Rec budget submitted to the Legislature. Unfortunately, our FY11 Budget Analyst did not include the MA II position in the submitted budget and instead erroneously stated that we wanted to eliminate the position.

As this position was eliminated from our budget during the 2011 Session, it requires approval by the Interim Finance Committee to use Contingency Funds for the position for the remaining of FY13 until it can be included in the Gov Rec budget as an enhancement for the Fiscal Year 2014/2015 Biennium.

**CARSON CITY OFFICE**  
State Treasurer  
101 N. Carson Street, Suite 4  
Carson City, Nevada 89701-4786  
(775) 684-5600 Telephone  
(775) 684-5623 Fax

**STATE TREASURER PROGRAMS**  
Governor Guinn Millennium Scholarship Program  
Nevada Prepaid Tuition Program  
Unclaimed Property  
Upromise College Fund 529 Plan

**LAS VEGAS OFFICE**  
555 E. Washington Avenue, Suite 4600  
Las Vegas, Nevada 89101-1074  
(702) 486-2025 Telephone  
(702) 486-3246 Fax

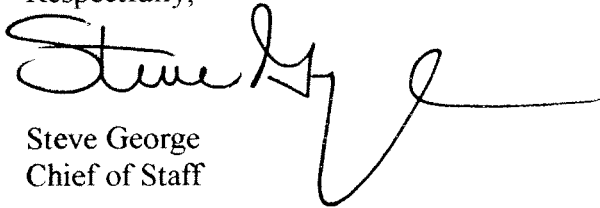


The attached NPD-19 outlines the duties of the position request, which include management and oversight of the Arbitrage program, management and oversight of the state's e-Payment program, supervision of the Treasurer's Office Check Distribution staff, and participation in the annual audit functions required of this office.

With FY12 closing, we have been able to track the significant rise in workload resulting from the Treasurer's Office taking over the state's E-Payment program from the Dept. of Administration. Total ACH and Wire Transfers in FY08 were 534,751. In FY12, that number was 627,192, an increase of 92,244 separate transactions. In fact, the workload from FY08 to FY11 increased more than 16%, which may have been one of the reasons for the Dept. of Administration asked the Treasurer's Office to take on these duties. Coupled with a 9.83% growth year-to-year from FY11 to FY12, the E-Payment program has grown by an astounding 26% since FY08. In addition, Electronic Payments have also sharply increased. In FY08, total Electronic Payments were 1,780,831. By FY12, that number had risen dramatically to 2,411,823, an increase of 630,992 individual transactions.

Should you have any questions, please feel free to contact me at (775) 684-5666 or via email at [sggeorge@nevadatreasurer.gov](mailto:sggeorge@nevadatreasurer.gov).

Respectfully,

A handwritten signature in black ink, appearing to read "Steve George", with a long horizontal flourish extending to the right.

Steve George  
Chief of Staff



# Welcome to NEBS

## Nevada Executive Budget System

Last Action: 11/15/12 1:20 PM  
 Current User: shanshew  
 Site Help Logoff

Home NEBS Activity Budget Work Program Reports DataMart Messages

### >> Position Cost

Page Help

#### Position Cost

Budget Period: 2011-2013 BIENNIUM (FY12-13) [ Done ]  
 Budget Account: 1080 TREASURER - STATE TREASURER  
 Version: W01 NEW MA III IN FY2013  
 Decision Unit: M100 STATEWIDE INFLATION  
 Position: 000013 MANAGEMENT ANALYST 3

*Note -- the data on this page is recalculated each time it is displayed. It reflects any changes that have been made to the position. Viewing this page does **not** regenerate budget line items. In order for budget line items to reflect position changes, a recalculation of the entire account is required.*

#### Summary

	Year 1	Year 2
	SUM	SUM
Salary	0	20,857
Benefits		
Retirement	0	4,954
Group Insurance	0	4,414
Worker's Comp	0	323
Personnel Assessment	0	138
Unemployment Insurance	0	79
Payroll Assessment	0	31
Retirement Group Insurance	0	563
Medicare	0	302
Benefits Total	0	10,804
Total	0	31,661

#### Monthly Detail - Year 1

Month	Grade/Step	Work Days	Hourly	Monthly
Jul-2011	0-0	0	0.00	0
Aug-2011	0-0	0	0.00	0
Sep-2011	0-0	0	0.00	0
Oct-2011	0-0	0	0.00	0
Nov-2011	0-0	0	0.00	0
Dec-2011	0-0	0	0.00	0
Jan-2012	0-0	0	0.00	0
Feb-2012	0-0	0	0.00	0
Mar-2012	0-0	0	0.00	0
Apr-2012	0-0	0	0.00	0
May-2012	0-0	0	0.00	0
Jun-2012	0-0	0	0.00	0
Total				0

<b>Monthly Detail - Year 2</b>				
Month	Grade/Step	Work Days	Hourly	Monthly
Jul-2012	0-0	0	0.00	0
Aug-2012	0-0	0	0.00	0
Sep-2012	0-0	0	0.00	0
Oct-2012	0-0	0	0.00	0
Nov-2012	0-0	0	0.00	0
Dec-2012	0-0	0	0.00	0
Jan-2013	37-1	23	20.21	3,719
Feb-2013	37-1	20	20.21	3,234
Mar-2013	37-1	21	20.21	3,395
Apr-2013	37-1	22	20.21	3,557
May-2013	37-1	23	20.21	3,719
Jun-2013	37-1	20	20.21	3,233
Total				20,857

Done

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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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: November 15, 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**  
**Clark County Flood**

Agenda Item Write-up:

Pursuant to NRS 353.2755, the Clark County Office of Emergency Management and Homeland Security on behalf of the City of Mesquite, University of Nevada Las Vegas and the Clark County School District filed its letter of intent with the Division of Emergency Management to request a loan or a grant from the Disaster Relief Account for the Clark County Flood Recovery within the 60 day requirement. The entities need to provide additional information to complete their request including, but not limited to, financial documentation, availability of internal funding, and assessment of damages. Emergency Management respectfully requests an extension to September 11, 2013 to collect this data for final submittal to the Board of Examiners and Interim Finance Committee.

Additional Information:

Date of Disaster: September 11, 2012  
Letter of Intent Submission: November 9, 2012  
Estimated Request from Disaster Relief Account (Includes all Entities): \$786,018  
Additional Information Required:

- Financial documentation
- Entities review of any internal available funding
- Conditional Requirements



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/>

November 14, 2012

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

**RECEIVED**

NOV 16 2012

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET AND PLANNING DIVISION

Dear Ms. Strandberg:

**Subject: Letter of Intent to Request Funding from the Nevada Disaster Account (DRA) Fund - Clark County Flood Recovery, September 11, 2012**

The Nevada Division of Emergency Management (NDEM) is submitting on behalf of Clark County, a notice of intent to apply for State DRA assistance. Clark County intends to submit a formal application for the reimbursement of expenditures incurred in the damage recovery efforts, as a result of the September 11, 2012 flooding disaster.

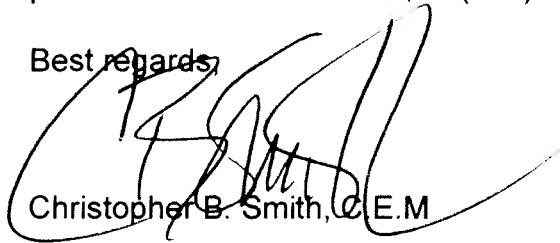
Clark County understands the deadline specified in NRS 353.2755, which is 60 days from the date of the disaster of September 11, 2012, and respectfully requests a time extension of 12 months from the date of the event. This request for extension is required to determine the actual cost of the disaster, and for the submission of the formal DRA application to the Department of Administration and the Legislative Council Bureau. The new deadline request is September 11, 2013.

Clark County submitted a completed memorandum of request, and notice of intent form, to NDEM within the 60 day timeframe. Please refer to the attachments.

Ms. Julie Strandberg  
Page 2  
November 14, 2012

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

Best regards,

A handwritten signature in black ink, appearing to read "Chris Smith", written over the typed name.

Christopher B. Smith, C.E.M

rm

Enclosures:

cc: Lorne J Malkiewich, Director, Legislative Council Bureau



# MEMORANDUM

## Clark County Fire Department

---

To: Ron Hood, Recovery and Mitigation Officer  
Nevada Division of Emergency Management

From: Irene Navis, Plans and Operations  
Coordinator, OEMHS

Date: November 9, 2012

Subject: Clark County Flood Recovery 9/11/12

---

**BERTRAL WASHINGTON**  
FIRE CHIEF

**GIRARD PAGE**  
SR. DEPUTY FIRE CHIEF

**RUSS CAMERON**  
DEPUTY FIRE CHIEF

**FERNANDEZ LEARY**  
DEPUTY FIRE CHIEF

**KELLY BLACKMON**  
DEPUTY FIRE CHIEF

**ERIK NEWMAN**  
DEPUTY FIRE CHIEF

**SANDRA BAKER**  
ASSISTANT FIRE CHIEF

**MICHAEL JOHNSON**  
ASSISTANT FIRE CHIEF

**TROY TUKE**  
ASSISTANT FIRE CHIEF

Ron,

On behalf of Deputy Chief Fernandez Leary, we hereby transmit the Notice of Intent to submit an application for Nevada Disaster Relief funds. We have completed the Notice of Intent based on the current best available information, and estimated project costs on the most recent information we have received from each entity for which we are submitting reimbursement.

This memo shall serve as the required commitment letter to indicate willingness share in the costs of damage recovery as a result of the September 11, 2012 flooding which occurred in several areas of Clark County. Recovery efforts are well underway, and expenditures on behalf of these entities have already occurred. Staff costs and other expenses may be included later in the application process, and insurance payment offsets have not yet been determined. As more information becomes available, we will provide it to you.

Thank you for your assistance in moving this application forward, and if you need any additional information, please contact Chief Leary or me.





---

**NOTICE OF INTENT Clark County Floods  
September 11, 2012 Event  
Due to the Division of Emergency Management by:  
*Close of Business by November 9, 2012*  
Disaster Relief Fund**

Clark County Flood Recovery 9/11/12

---

Project Name

Clark County Office of Emergency Management and Homeland Security

---

Sponsoring Agency

<b><i>For State Use Only</i></b>		
<b>Date Received</b>	<b>Application Type</b>	<b>Application Number</b>

Attn: Ron Hood; [rhoon@dps.state.nv.us](mailto:rhoon@dps.state.nv.us);  
Nevada Division of Emergency Management  
2478 Fairview Drive, Carson City, Nevada 89701-6824  
(775) 687-0319 phone | (775) 687-0323 fax  
<http://dem.state.nv.us>

Part I: Contact Information

**Fernandez Leary** Primary Contact

**Irene Navis** Secondary Contact

**Deputy Fire Chief/Emergency Manager** Title

**Plans and Operations Coordinator** Title

**Clark County Fire Department  
Office of Emergency Management & Homeland Security** Agency

**Clark County Fire Department  
Office of Emergency Management & Homeland Security** Agency

**575 East Flamingo Road** Address

**575 East Flamingo Road** Address

**Las Vegas, NV 89119** City, County, State, Zip Code

**Las Vegas, NV 89119** City, County, State, Zip Code

**(702)455-5710** Phone Number

**(702)455-5710** Phone Number

**F7118L@ClarkCountyNV.gov** E-mail

**iln@ClarkCountyNV.gov** E-mail

Nevada Division of Emergency Management

Recovery

January 3, 2012

1

Part II: Community Information

Name of Applicant and Type (County, Tribe, City): Clark County, Nevada

500 South Grand Central Parkway

Address

7,910 square miles, 1.9 million population

What is the size of the community?

Las Vegas, Clark County

City and County

003

County Code

Nevada

State

89155

Zip Code

Assembly 12, 14, 16, 36; Senate 7, 10, 12, 19

State Legislative District(s)

1, 3, and 4

US Congressional District

08-378-2953

DUNS Number

32-003

FIPS Code



Part III: Financial

Funding

Project Cost	Annual Maintenance Cost (if applicable)	Proposed Disaster Relief Fund Share (\$ and %)	Proposed Local Share (\$ and %)
\$1,572,036	n/a	\$786,018	\$786,018
		50%	50%

Matching Non-Federal Funds

Local Share Source	Source Agency Name	Funding Type	Amount*	Date Available
General Fund Accounts	Clark County	Operation/ maintenance	\$306,240	FY2012
General Fund Accounts	Clark County School District	Operation/ maintenance	\$114,423	FY2012
General Fund Accounts	UNLV	Operation/ maintenance	\$100,000	FY2012
General Fund Accounts	City of Mesquite	Operation/ maintenance	\$ 21,000	FY2012

Use the space below to add any pertinent details not accounted for above.

\*These estimates are based on 50% of the total estimated costs to date, as a demonstration of Clark County's expenditures and/or commitment to expend to complete the necessary repair/replacement. Further cost details are provided in Part IV.

***Be sure to include a letter that indicates the date the funds are available to be committed.***

**Part IV: Project Information**

**Scope of Work**

**Describe the project, including what it entails, (what, when, where, how, who).**

Residential and commercial private property was affected, as well as a significant number of Clark County facilities in downtown Las Vegas and throughout unincorporated Clark County, including the Desert Rose Golf Course near Nellis and Sahara. Public infrastructure (roadways, drainage, and the Clark County Water Reclamation District) were impacted in Northeast Clark County.

Following is a listing of the damage to Clark County facilities as reported by the Department of Real Property Management:

Buildings - Roof Leaks and Associated Damage

\$100,000	RJC
10,000	Winchester Recreation Center
5,000	Whitney Senior Center
15,000	Cambridge Community Resource Center
5,000	NLV Just Center
5,000	Zenoff Hall
3,000	Fire Station 18
6,000	Juvenile Justice Services Detention - Bldg 651F
3,000	Child Haven, Building 701K
200,000	Wetlands Nature Center
\$352,000	Total

Parks - Wash Outs, Replacement of Dirt, Rock, Plants, Etc.

\$30,000	Searchlight Trail
32,000	Wetlands Park
37,000	Silverado Ranch
27,000	Pebble Park
20,000	Desert Bloom Park
7,000	Winchester Park
9,000	Spring Valley Park
5,000	Western Trails Park
5,000	Red Ridge Park
\$172,000	Total

Building Clean Up - Water Removal and Carpet Cleaning Not Included Above

\$ 365 Fire Station 11  
 625 Coroner Office  
 230 MLK Senior Center  
 250 Agassi Center School (ACE)  
 \$1,479 Total

Projects Under Construction that Sustained Damage

\$40,000 Lone Mountain Park  
 46,000 Grapevine Springs Park  
 \$86,000 Total

**\$611,479 Total Real Property Management costs**

Entity	Damage	Estimated Assessment
County Parks & Recreation	Desert Rose Golf Course	\$ 318,550
County Water Reclamation	Central Plant road repair	11,160
County Public Works	Roads, drainage	100,000
UNLV	T&M Parking and Cars	270,000
City of Mesquite	Infrastructure, including roads	42,000
Clark County School District	12 schools	218,847

Part V: Project Information, Continued

Estimated Project Timeline

Phase	Duration	Itemized Action List
Debris Removal	14 days	Debris removal from roadways and public facilities in affected rural and urban areas.
Roadway mud clean up/repair	30 days	Remove/clean mud from county-owned roadways in affected rural and urban areas.
Drainage facility clean up	90 days	Inspect, remove debris, and repair impacted drainage channels and other drainage facilities maintained by Clark County.
Building and parking lot repair	60 days	Remove standing water; remove debris and damaged walls, flooring, windows, doors, equipment; inspect and treat to prevent mold; repair walls, flooring, and other damage to building interior; inspect and repair damage to parking lots
On-site infrastructure	60 days	Clean/repair public walkways, entryways, ensure ADA required access is maintained for public access.
Golf Course repair	120 days	Remove debris, inspect and repair damage to golf course infrastructure including trails, greens, sand areas, bridges, walls, and parking areas.
Total		*Duration must be in days

Be sure to attach all relevant estimates and drawings.

Attachments

Check the box next to each article that has been included with this application:

- Estimates
- Maps or Photos
- Funds Commitment Letter





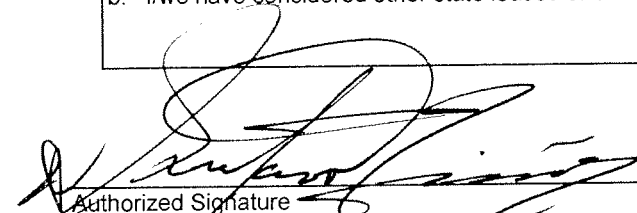
**STATEWIDE LEASE INFORMATION**

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NVF19991099231</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>T27027378</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

11-6-12  
Date

  
Authorized Signature - Agency  
Date

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: **12731** Amendment Number: **2**

Agency Name: **ATTORNEY GENERAL'S OFFICE** Legal Entity Name: **SMITH, ALLISON M**

Agency Code: **030** Contractor Name: **SMITH, ALLISON M**

Appropriation Unit: **1040-27** Address: **9420 SANTANA SIESTA AVE**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89166-3700**

If "No" please explain: Not Applicable Contact/Phone: Allison Smith 775/686-9974

Vendor No.: T29028982

NV Business ID: T29028982

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 030

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2011**

Anticipated BOE meeting date 11/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **12/31/2012**Contract term: **2 years and 61 days**4. Type of contract: **Contract**Contract description: **DEC Coordinator**

5. Purpose of contract:

**This is the second amendment to the original contract which provides services as an Drug Endangered Children's Coordinator. The coordinator responds to the needs of drug endangered children, forms regional multi-disciplinary teams, facilitates public awareness, and schedules at least 12 community meetings throughout the State. The coordinator also completes project administrative duties including creating and distributing pertinent materials and keeping records as required under the grant funding. This amendment extends the contract termination date from December 31, 2012 to December 31, 2013 and increases the funding from \$60,000 to \$77,000 due to the continued need for these services.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$60,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$17,000.00
4. New maximum contract amount:	\$77,000.00
and/or the termination date of the original contract has changed to:	12/31/2013

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This contract is set up for the vendor to act as the Drug Endangered Children's Coordinator. The funds are from a subgrant from the Nevada Department of Public Safety's Federal Justice Assistance Grant. The Office of the Attorney General proposed that due to the extensive scope of work, an independent contractor with this type of expertise be contracted with.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Grants Division in the Office of the Attorney General would be unable to accomplish this project with current staffing. State employees do not have the training to complete this project.

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 top 5 candidates were selected to be interviewed by an interview team consisting of Grant staff and 2 outside grant program specialists. The interviews were held on 10/3/11 and all team members selected Allison M. Smith, by consensus.

d. Last bid date: 08/22/2011 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?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcallens	10/30/2012 08:42:45 AM
Division Approval	clesli1	10/30/2012 09:17:51 AM
Department Approval	chowle	10/31/2012 15:57:03 PM
Contract Manager Approval	ngarci1	10/31/2012 15:59:35 PM
Budget Analyst Approval	csawaya	11/06/2012 17:04:23 PM
BOE Agenda Approval	sbrown	11/12/2012 10:25:40 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: **13889**

Agency Name: <b>ATTORNEY GENERAL'S OFFICE</b>	Legal Entity Name: Rich, Wightman & Company, CPAs, LLC
Agency Code: <b>030</b>	Contractor Name: <b>Rich, Wightman &amp; Company, CPAs, LLC</b>
Appropriation Unit: <b>1045-08</b>	Address: <b>1301 S Jones Blvd</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89146</b>
If "No" please explain: Not Applicable	Contact/Phone: John Wightman 7028781325
	Vendor No.:
	NV Business ID: NV20021065105

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 %	<b>X Other funding</b>	<b>100.00 % National Mortgage Settlement</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/05/2012**

Anticipated BOE meeting date 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **09/30/2013**

Contract term: **298 days**

4. Type of contract: **Contract**

Contract description: **Forensic Auditor**

5. Purpose of contract:

**This is a new contract to conduct confidential audits and to provide information and evidence to assess compliance with state statutes and regulations in regards to companies that are under investigation for mortgage fraud.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$117,458.00**

Other basis for payment: per Attachment CC

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Mortgage Strike Force has been inundated with formal complaints from homeowners regarding mortgage related fraud. In order to facilitate convictions in these crimes, through the National Mortgage Settlement, the Mortgage Strike Force will contract with a forensic auditor to obtain detailed confidential audits of these companies.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Mortgage Strike Force, as part of the Bureau of Criminal Justice in the Office of the Attorney General has been inundated with mortgage complaints. There are not sufficient staff available to complete these audits in the short amount of time that this funding is available.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was the only one to respond to the RFP. The credentials of this vendor were reviewed and they were appropriate to perform the services under this contract.  
Due to the short time frame of this funding, State Purchasing allowed the Office of the Attorney General to complete the RFP.

d. Last bid date: 09/24/2012 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	dcallens	10/30/2012 08:41:43 AM
Division Approval	clesli1	10/30/2012 09:18:05 AM
Department Approval	chowle	10/30/2012 09:49:23 AM
Contract Manager Approval	ngarci1	10/30/2012 11:26:24 AM
Budget Analyst Approval	csawaya	11/06/2012 17:01:12 PM
BOE Agenda Approval	sbrown	11/12/2012 10:29:54 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: **13893**Agency Name: **COLLEGE SAVINGS TRUST**Agency Code: **051**Appropriation Unit: **1092-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: INTERNATIONAL ASSOCIATION OF

Contractor Name: **INTERNATIONAL ASSOCIATION OF**Address: **WORKING MOTHERS, THE  
PO BOX 50008**City/State/Zip: **HENDERSON, NV 89016**

Contact/Phone: Gina Robison-Billups 702/353-1392

Vendor No.: T32001477

NV Business ID: NV20061198072

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 %	<b>X</b> Other funding	<b>100.00 % Nevada College Savings</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/11/2012**

Anticipated BOE meeting date 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2013**Contract term: **200 days**4. Type of contract: **Contract**Contract description: **Marketing Services**

5. Purpose of contract:

**This is a new contract to provide an increase in awareness for financial literacy in the State of Nevada by reaching out to women and working mothers in implementing a Women's Money Conference in Reno and Las Vegas, with the Board of the Nevada's College Savings Plan as the title sponsor.**

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 \$50,000.00 per contract term

Other basis for payment: One payment.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Funding has been set aside for FY2013 by the Nevada College Savings Plans Board and the Nevada State Legislature for financial literacy. We feel partnering with this vendor in offering this women's money conference helps to fulfill that initiative.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Our staff has neither the planning expertise nor the time commitment required to put on a conference of this magnitude. The selected vendor has extensive experience with planning and implementing women's money conferences and in reaching out to women.**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?

TIAWM is the only organization that has demonstrated it performs all of the functions we desire for a women's money conference, such as event planning, speaker recruitment, sponsorship recruitment, providing ample attendees, marketing planning, and follow-up activities.

d. Last bid date: 10/01/2012 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:

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	shanshew	11/02/2012 15:18:32 PM
Division Approval	klangle1	11/02/2012 15:50:43 PM
Department Approval	klangle1	11/02/2012 15:50:54 PM
Contract Manager Approval	gwatts	11/05/2012 07:15:35 AM
Budget Analyst Approval	dhumphre	11/05/2012 08:54:20 AM
BOE Agenda Approval	cwatson	11/14/2012 13:43:19 PM
BOE Final Approval	Pending	

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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: **13887**

Agency Name: **COLLEGE SAVINGS TRUST**  
 Agency Code: **051**  
 Appropriation Unit: **1092-04**  
 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: null573/893-7200  
 Vendor No.: T27023659  
 NV Business ID: NV20071223372

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 %	<b>X</b> Other funding	<b>100.00 %</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/11/2012**

Anticipated BOE meeting date 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **03/01/2013**

Contract term: **80 days**

4. Type of contract: **Contract**

Contract description: **Marketing Services**

5. Purpose of contract:

**This is a new contract to provide direct marketing of the Nevada College Savings Plans and Prepaid Tuition Programs to parents and other family members attending basketball 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: **\$20,000.00**

Other basis for payment: One payment.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 353B.370 authorizes the College Savings Board to contract with qualified entities for the day-to-day operations of the Nevada College Savings Program as the program administrator for the management of the marketing of the program(s).

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The only way for us to promote our products and services at the UNLV and UNR basketball games is to partner with Wolf Pack Sports Properties.

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 #: 121005**

**Approval Date: 10/24/2012**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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	shanshew	10/31/2012 13:26:32 PM
Division Approval	klangle1	10/31/2012 17:17:03 PM
Department Approval	klangle1	10/31/2012 17:17:36 PM
Contract Manager Approval	gwatts	11/01/2012 11:06:51 AM
Budget Analyst Approval	dhumphre	11/02/2012 05:31:12 AM
BOE Agenda Approval	cwatson	11/14/2012 13:40:53 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV5794** Amendment Number: **3**  
 Agency Name: **BUILDINGS AND GROUNDS DIVISION** Legal Entity Name: **Carrier Corp**  
 Agency Code: **082** Contractor Name: **Carrier Corp**  
 Appropriation Unit: **1349-12** Address: **4444 Russell Rd, Suite**  
 Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89119**  
 If "No" please explain: **Not Applicable** Contact/Phone: **null7023684338**  
 Vendor No.: **T29017508**  
 NV Business ID: **NV19791006562**

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 %	<b>X</b>	Fees	<b>100.00 % building rent income fee</b>
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 **11/01/2008**

Anticipated BOE meeting date 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2012**

Contract term: **4 years and 181 days**

4. Type of contract: **Contract**

Contract description: **Industrial Equipment Maintenance and Repair Servic**

5. Purpose of contract:

**This is the third amendment to the original contract, which provides ongoing heating, ventilation, and air conditioning services to various buildings in Las Vegas. This amendment extends the termination date from December 31, 2012 to April 30, 2013 and increases the maximum amount from \$378,916.50 to \$396,909.82 due to the extension.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$315,919.84
2. Total amount of any previous contract amendments:	\$62,996.66
3. Amount of current contract amendment:	\$17,993.32
4. New maximum contract amount:	\$396,909.82
and/or the termination date of the original contract has changed to:	04/30/2013

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Heating and Air Conditioning equipment must be maintained in State buildings.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of manpower.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?  
The Evaluation Committee for RFP #1055 rated this vendor the highest overall.

d. Last bid date: 08/01/2008 Anticipated re-bid date: 08/01/2012

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wsalisp1	10/30/2012 16:28:33 PM
Division Approval	wsalisp1	10/30/2012 16:28:35 PM
Department Approval	wsalisp1	10/30/2012 16:28:38 PM
Contract Manager Approval	csweeney	10/30/2012 16:29:44 PM
Budget Analyst Approval	jrodrig9	11/05/2012 10:31:05 AM
BOE Agenda Approval	cwatson	11/14/2012 13:46:11 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: **13913**

Agency Name: **STATE PUBLIC WORKS DIVISION**  
 Agency Code: **082**  
 Appropriation Unit: **1565 - All Categories**

Is budget authority available?: **No**

If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD, but all funding and contractor payment responsibilities will remain with the initiating agency.

Legal Entity Name: **Reno Sparks Indian Colony**  
 Contractor Name: **Reno Sparks Indian Colony**  
 Address: **98 Colony Road**  
 City/State/Zip: **Reno, NV 89502**  
 Contact/Phone: **null775-329-2936**

Vendor No.:  
 NV Business ID: **Gov't entity**

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Revenue Contract</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/08/2013**

Anticipated BOE meeting date 01/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **01/08/2017**

Contract term: **4 years and 1 day**

4. Type of contract: **Revenue Contract**

Contract description: **Proj Mgmt Agreement**

5. Purpose of contract:

**This is a new revenue contract that appoints the division as the primary project manager for the land exchange transaction with the Reno Sparks Indian Colony.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,345,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

AB 299

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

demonstrated the required expertise for work on this project

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

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	dgrimm	11/29/2012 08:41:01 AM
Division Approval	dgrimm	11/29/2012 08:41:04 AM
Department Approval	dgrimm	11/29/2012 08:41:10 AM
Contract Manager Approval	dgrimm	11/29/2012 08:41:18 AM
Budget Analyst Approval	cwatson	11/29/2012 08:45:55 AM
BOE Agenda Approval	cwatson	11/29/2012 08:51:31 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: <b>13776</b>	Amendment Number: <b>1</b>
Agency Name: <b>STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>AFFILIATED FACILITY CONSULTANT</b>
Agency Code: <b>082</b>	Contractor Name: <b>AFFILIATED FACILITY CONSULTANT LLC</b>
Appropriation Unit: <b>1585-13</b>	Address: <b>19627 I 45 NORTH STE 420</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>SPRING, TX 77388</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null281-651-8763</b>
	Vendor No.: <b>T81074875</b>
	NV Business ID: <b>NV2012148772</b>

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 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **47338**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/30/2012**

Anticipated BOE meeting date **12/2012**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2014**

Contract term: **1 year and 304 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Servs**

5. Purpose of contract:

**This is the first amendment to the original contract, which provides roof replacement for the Caliente Youth Center; Project No. 11-S01(9R); Contract No. 47338. This amendment increases the maximum amount from \$9,580 to \$16,765 to provide for three additional weeks of roofing inspection for the Caliente Youth Center.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,580.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$7,185.00
4. New maximum contract amount:	\$16,765.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**2011 CIP**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Professional Services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

demonstrated the required expertise for work on this project

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	10/31/2012 15:39:08 PM
Division Approval	dgrimm	10/31/2012 15:39:11 PM
Department Approval	dgrimm	10/31/2012 15:39:14 PM
Contract Manager Approval	dgrimm	10/31/2012 16:22:26 PM
Budget Analyst Approval	jrodrig9	11/05/2012 09:32:51 AM
BOE Agenda Approval	cwatson	11/14/2012 13:45:02 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: **13904**Agency Name: **DEPARTMENT OF EDUCATION**Agency Code: **300**Appropriation Unit: **2713-44**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **OTIS EDUCATIONAL SYSTEMS INC**Contractor Name: **OTIS EDUCATIONAL SYSTEMS INC**Address: **PO BOX 520**City/State/Zip: **POWDER SPRINGS, GA 30127**

Contact/Phone: null678/810-0080

Vendor No.: T29001575

NV Business ID: NV20041429722

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	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 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/05/2013**Contract term: **1 year and 4 days**4. Type of contract: **Contract**Contract description: **SLDS Managed Service**

5. Purpose of contract:

**This is a new contract to provide managed services to improve the core functionality of the State Longitudinal Data System (SLDS) and to continue to develop new applications. Otis Educational Systems will assist Nevada Department of Education to improve data quality, streamline services, and gain technical knowledge. The benefits of these services will enable the Nevada Department of Education to continue to extend and enhance the SLDS to make it relevant to current needs and better serve the educational community in the state.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$187,000.00**

Other basis for payment: Payment upon proper invoicing as service is completed not to exceed \$187,000.00.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Otis Educational Systems built and design the original system. The current Nevada Department of Education staff is unable to maintain the system as well as continued to develop new applications and add new data elements. The Nevada Department of Education recently had staff turnover that resulted in the loss of system knowledge. It is imperative in order to continue to maintain the State Longitudinal Data System that Otis Educational Systems supplement that loss of knowledge and re-train the Nevada Department of Education staff to properly maintain and expand the system.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The daily monitoring and operational duties are currently being performed by Nevada Department of Education and EITS staff. However, due to the loss of knowledge and increase in demand for data services the current staff is insufficient to meet the need. This contract will supplement some of the operational duties as well as enhance some primary applications required for future development of the State Longitudinal Data System.

9. Were quotes or proposals solicited?

**No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 121003**

**Approval Date: 10/11/2012**

c. Why was this contractor chosen in preference to other?

Otis Educational Systems has the qualifications and the experience necessary for the successful of the operational duties and enhance future development of the State Longitudinal Data System.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Otis Educational Systems has been providing services to Nevada Department of education for over 10 years and the department has been very satisfied with their services. They have assisted our department in building the State Longitudinal Data System (SLDS).

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	mburto1	11/07/2012 11:05:08 AM
Division Approval	mburto1	11/07/2012 11:05:13 AM
Department Approval	mburto1	11/07/2012 11:05:22 AM
Contract Manager Approval	ebarraga	11/07/2012 11:05:47 AM
Budget Analyst Approval	sbrown	11/12/2012 10:49:24 AM
BOE Agenda Approval	sbrown	11/12/2012 10:49:28 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:

# 12/003

## SOLICITATION WAIVER REQUEST FORM

1. a. **Nevada Department of Education Glenn Meyer IT Director, 700 E Fifth Street Ste 111 A, Carson City NV 89701 775 687-9126 gmeyer@doe.nv.gov:**
  - b. Vendor contact information: **Otis Ed**
  - c. 3845 Powder Springs Rd. Ste 202
  - d. Powder Springs, Georgia 30127
  - e. 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: **Maintenance agreement for custom software application.**
3. Describe the unique qualification required for the service or good to be purchased:  
**Six years ago the Nevada Department of Education (NDE) contracted with Otis Ed to build a Statewide Longitudinal Database (SLDS). Otis Ed built a proprietary application based on a Microsoft SQL database. The NDE chose Microsoft SharePoint as a portal product to deliver applications and data from the SLDS to our stakeholders. Otis Ed created the Extract, Transform and Load (ETL) processes to collect the data from each school district and charter school in the State. These linkages or data connections are used to bundle daily student level data changes and upload that data to NDE. The system then runs a series of route processes that normalize the data and map the elements into the SLDS. The vendor, Otis Ed designed and built the route process and has continued to use and enhance this base product in other states and school districts. This system, now branded I-Mart by Otis Ed, is the sole product manufactured and supported by the educational software company. Otis Ed has developed and released additional components in recent versions of I-Mart and updates to utilize those components are only available through Otis Ed. Otis Ed has an in depth understanding of educational data and how those data are used in Nevada as required by NRS 386.650, 385.347.**
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:  
**Although the custom SLDS solution, I-Mart, is built on a standard database platform (MS SQL) the solution is a complex series of application code and stored procedures that combine to create the longitudinal structure of the system and the ability to collect data from multiple sources and normalize that data based on procedures created and supported by Otis Ed.**

**Otis Ed has also enhanced the product over the last six years and developed additional functionality. The only way to take advantage of these upgrades and implement the additional**

modules is through Otis Ed. Contracting with this vendor also enrolls NDE in the I-Mart Association which gives NDE access to resources that use the product in other states and districts, access to the I-Mart User Portal and invitations to the I-Mart Users Conferences.

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?

**Outside vendors will not be able to enhance the product without altering the base code. If the base code is altered that will complicate or possibly eliminate the ability to update to newer versions of the product. Otis Ed is the only vendor that has created the additional modules that “snap in” to their base product set. If another vendor is chosen, they could potentially maintain the system in its current state but any enhancements would jeopardize the NDE’s ability to continue with the Otis Ed product set.**

**Competitive vendors do not have the relationships with current I-Mart customers and therefore do not have access to the resources available through those contacts. The ability to collaborate with other I-Mart customers provides the ability to produce a more robust product and a partnership with Otis Ed will allow the NDE to have input in future development of the system. These advantages cannot be offered by a third party vendor.**

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.

**Otis Ed is the sole manufacturer and support for the I-Mart product. The NDE looked at several “partners” of Otis to determine the level of service they could provide. Although Celero Corporation could provide basic database and application level support, they could not implement newer versions of the I-Mart product or ensure that the base code set could be maintained to a degree sufficient to maintain version releases from the manufacturer (Otis Ed).**

**The NDE realizes the importance of the competitive process not only from a fiscal perspective but from a systems support aspect as well. It is advantageous for the Department to have more than one vendor supporting the products in use at NDE. The NDE recently released an RFP to develop a new application that will use many of the I-Mart data elements. This application will not require changes to the base code set but will use the data housed in I-Mart to produce the new Nevada School Performance Framework. This framework is a new way to evaluate our schools and teachers by using different data elements available in the SLDS. Due to the development of this new application as well as other applications already in production that have a dependency on the SLDS data, it is critical that the I-Mart base system is supported by the most qualified vendor. Throughout the RFP process it was apparent that there are many vendors that can maintain and add applications to the SLDS, but none that have the ability to support the back end I-Mart data store and offer release upgrades or additional resources that also use the product.**

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

**The NDE has other system maintenance contracts in place for similar sized systems and these contracts are equally priced. In addition, the NDE has researched the costs of implementing some of the additional applications other vendors have developed that are compatible with the I-Mart system and these applications are considerably more expensive to implement and sustain than the Otis Ed solutions that are available. These applications include but are not limited to a Unique Person Identifier system, an Assessment Data Load application and an Electronic Student Transcript application. The NDE and the State as a whole has had significant challenges hiring internal resources with adequate skills to administer and develop complex SQL and SharePoint systems. There have been numerous attempts to fill equivalent positions by the Secretary of State,**

Department of Employment and Rehabilitation and the Department of Transportation and in spite of these being grade 39 and 41 level positions they remain unfilled or under filled.

8. What is the estimated value and length of the contract, amendment or request?  
**Quoted amount is "Not to Exceed" \$192,000.00 for one calendar year.**

a. New contract Y  N

b. Amendment Y  N  Amendment No. \_\_\_\_\_  
 {provide copy of previous waiver(s)}

Nevada Department of Education  
 Requesting agency

hereby requests approval for

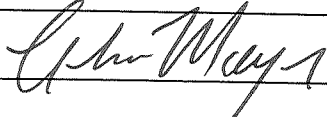
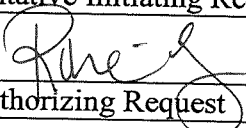
Otis Ed

Proposed vendor

to provide the service/good for the amount and term as described above.

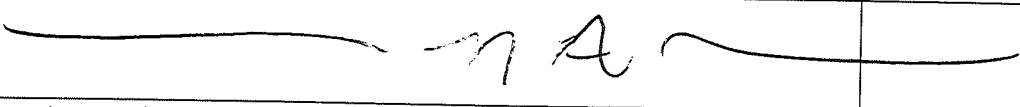
By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X		
	Agency Representative Initiating Request	Date 10/4/12
X		
	Agency Head Authorizing Request	Date 10/5/12

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

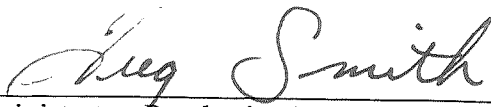
Signed:

X		
	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		10-11-12
	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: **13844**

Agency Name: **HEALTH DIVISION**  
Agency Code: **406**  
Appropriation Unit: **3219-00**

Is budget authority available?: **No**

If "No" please explain: This is an un-budgeted revenue agreement. A non-IFC Work Program (C25518) is in process for authority to receive these funds.

Legal Entity Name: **ALZHEIMERS ASSOCIATION OF NO**  
Contractor Name: **ALZHEIMERS ASSOCIATION OF NO**  
Address: **CA & NO NV**  
**251 Lafayette Circle, Suite 25**  
City/State/Zip: **Lafayette, CA 94549**  
Contact/Phone: **Kimberly Weber 925-284-7942**

Vendor No.: **T81060164A**  
NV Business ID: **Exempt**

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 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

Agency Reference #: **HD 13070**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2013**

Anticipated BOE meeting date **12/2012**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2013**

Contract term: **364 days**

4. Type of contract: **Revenue Contract**

Contract description: **Conduct Survey**

5. Purpose of contract:

**This is a new contract to incorporate questions about cognitive impairment in the Nevada 2013 Behavioral Risk Factor Surveillance System (BRFSS). This request is a companion to non-IFC work program C25518 adding the authority to this budget account.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,500.00**

Other basis for payment: To be paid in full by January 31, 2013.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Alzheimer's Association requires that a survey be done to address the issue of cognitive impairment. The State Biostatistician has the ability to perform the survey.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The work is being done by the state.

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:

Health Division performed this survey for the Alzheimers Association in calendar year 2012.

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	valpers	10/24/2012 17:37:37 PM
Division Approval	valpers	10/24/2012 17:37:42 PM
Department Approval	bvale1	10/25/2012 16:04:25 PM
Contract Manager Approval	chender1	10/25/2012 16:45:47 PM
Budget Analyst Approval	bberry	11/06/2012 12:55:10 PM
BOE Agenda Approval	nhovden	11/12/2012 10:46:21 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: **13841**

Agency Name: <b>WELFARE AND SUPPORT SERVICES</b>	Legal Entity Name: <b>THREE SQUARE</b>
Agency Code: <b>407</b>	Contractor Name: <b>THREE SQUARE</b>
Appropriation Unit: <b>3228-42</b>	Address: <b>4190 N PECOS RD</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89115-0187</b>
If "No" please explain: Not Applicable	Contact/Phone: null702/644-3663
	Vendor No.: T29016658
	NV Business ID: NV20061789154

To what State Fiscal Year(s) will the contract be charged? **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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	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 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **09/30/2013**

Contract term: **302 days**

4. Type of contract: **Contract**

Contract description: **SNAP Education**

5. Purpose of contract:

**This is a new contract for the Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, the division collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$31,739.00**

Other basis for payment: Actual per Invoice

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a grant from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) to low income families in Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Division of Welfare and Supportive Services partners with various public and non profit agencies to provide nutrition education through the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed); therefore extending state resources and personnel.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):



Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutritional Assistance Program Nutrition Education (SNAP-Ed) and is approved by the USDA are incorporated into the State of Nevada plan as funding allows.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a 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 for SNAP Outreach and provides satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	tdufresn	10/11/2012 09:48:22 AM
Division Approval	msmit5	11/05/2012 11:20:47 AM
Department Approval	bvale1	11/06/2012 11:06:09 AM
Contract Manager Approval	afrancis	11/06/2012 13:43:41 PM
Budget Analyst Approval	sbarkdul	11/07/2012 07:09:21 AM
BOE Agenda Approval	nhovden	11/12/2012 11:00:27 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **13882**

Agency Name:	<b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name:	RX Remote Solutions
Agency Code:	<b>408</b>	Contractor Name:	<b>RX Remote Solutions</b>
Appropriation Unit:	<b>3162-40</b>	Address:	<b>6409 Quail Hollow Road</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Memphis, TN 38120</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Carl Geberbauer 630-559-2308
		Vendor No.:	
		NV Business ID:	NV20121344889
To what State Fiscal Year(s) will the contract be charged?	<b>2013-2017</b>		

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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP #1998

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2013**

Anticipated BOE meeting date 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/01/2017**Contract term: **4 years and 1 day**4. Type of contract: **Contract**Contract description: **Remote Chart Order**

5. Purpose of contract:

**This is a new contract to provide remote chart order processing for Northern Nevada Adult Mental Health Services and Lake's Crossing Center with Mental Health and Developmental Services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: Monthly Invoice

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the expertise to perform these duties.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state does not have 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 #1998, 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: 08/13/2012 Anticipated re-bid date: 08/13/2016

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	bchisel	10/24/2012 08:39:55 AM
Division Approval	bchisel	10/24/2012 08:44:09 AM
Department Approval	bvale1	10/25/2012 16:03:37 PM
Contract Manager Approval	jpruneau	10/29/2012 08:02:23 AM
Budget Analyst Approval	bberry	11/06/2012 12:23:09 PM
BOE Agenda Approval	nhovden	11/12/2012 10:17:08 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: **13830**

Agency Name: <b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name: Here's How EMarketing
Agency Code: <b>408</b>	Contractor Name: <b>Here's How EMarketing</b>
Appropriation Unit: <b>3168-15</b>	Address: <b>127 Hillcrest Circle</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Dayton, NV 89403</b>
If "No" please explain: Not Applicable	Contact/Phone: Christy McGill 775-434-3364
	Vendor No.: T27031515
	NV Business ID: NV20111604385

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	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 **12/11/2012**

Anticipated BOE meeting date 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2013**

Contract term: **200 days**

4. Type of contract: **Contract**

Contract description: **Research-Commission**

5. Purpose of contract:

**This is a new contract to provide research support and professional services to the Nevada Commission on Mental Health and Developmental Services (MHDS).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,800.00**

Other basis for payment: Monthly payment from invoice

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Pursuant to Nevada Revised Statutes (NRS) 433.314 the Nevada Commission on Mental Health and Developmental Services (MHDS) must:

1. Establish policies to ensure adequate development and administration of services for persons with mental illness, mental retardation or co-occurring disorders and persons with related conditions, including services to prevent mental illness, mental retardation and co-occurring disorders and related conditions, and services provided without admission to a facility or institution;
2. Set policies for the care and treatment of persons with mental illness, mental retardation or co-occurring disorders and persons with related conditions provided by all state agencies;
3. Review the programs and finances of the Division; and
4. Report at the beginning of each year to the Governor and at the beginning of each odd-numbered year to the Legislature on the quality of the care and treatment provided for persons with mental illness, mental retardation or co-occurring disorders and persons with related conditions in this State and on any progress made toward improving the quality of that care and treatment.

A researcher position is absolutely necessary to help the Commission perform its required functions.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There is substantial work required to perform the research duties. Previously, this function was performed by a retired state employee, who had to be let go due to his status as an ex-state contracted employee. The new provider to conduct this work is not a past or present state employee.

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?

MHDS sent letters of invitation to three potential vendors to submit proposals. Two of the three potential vendors responded, one declined. Both vendors were evaluated and scored by a three-member evaluation team. The vendor was selected rated the highest in five categorical areas including but not limited to demonstration of competence, conformance with scope of work requirements and expertise and availability of key personnel to provide the service needed by MHDS.

d. Last bid date: 11/01/2011 Anticipated re-bid date: 11/01/2013

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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	bchisel	10/31/2012 10:20:05 AM
Division Approval	bchisel	10/31/2012 10:20:07 AM
Department Approval	bvale1	10/31/2012 10:46:15 AM
Contract Manager Approval	jpruneau	10/31/2012 11:31:56 AM
Budget Analyst Approval	bberry	11/06/2012 10:11:18 AM
BOE Agenda Approval	nhovden	11/12/2012 10:28:58 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: **13864**

Agency Name: <b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b> Agency Code: <b>408</b> Appropriation Unit: <b>3648-04</b> Is budget authority available?: <b>Yes</b> If "No" please explain: Not Applicable	Legal Entity Name: Mason Valley Janitorial Contractor Name: <b>Mason Valley Janitorial</b> Address: <b>8 Van Fleet Drive</b> City/State/Zip: <b>Yerington, NV 89447</b> Contact/Phone: null775-463-2052 Vendor No.: T32000585 NV Business ID: NV20101023107
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To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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.

<b>X</b>	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**  
 Anticipated BOE meeting date 01/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**  
 Contract term: **1 year and 364 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 Yerington Mental Health Center to provide clean, sanitary facility for the consumers use.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,300.00**  
 Payment for services will be made at the rate of \$400.00 per month  
 Other basis for payment: FY14 \$400.00 per month x 12 months = \$4,800.00, + carpet cleaning \$350.00 = \$5,150.00, and FY15 \$400.00 per month x 12 months = \$4,800.00, + carpet cleaning \$350.00 = \$5,150.00.

#### 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?

This contractor was the only vendor to send in a quote for the Yerington Mental Health Center.

d. Last bid date: 08/30/2012 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 Yerington Mental Health Center from 06/04/2007 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	bchisel	10/31/2012 10:20:27 AM
Division Approval	bchisel	10/31/2012 10:20:29 AM
Department Approval	bvale1	10/31/2012 10:43:44 AM
Contract Manager Approval	cgoetz	10/31/2012 11:34:06 AM
Budget Analyst Approval	bberry	11/06/2012 10:17:23 AM
BOE Agenda Approval	nhovden	11/12/2012 10:33:47 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: <b>12863</b>	Amendment Number: <b>1</b>
Agency Name: <b>DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name: <b>Lincoln County Hospital District</b>
Agency Code: <b>409</b>	Contractor Name: <b>Lincoln County Hospital District</b>
Appropriation Unit: <b>3179-04</b>	Address: <b>Grover C Dils Medical Center PO BOX 1010</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Caliente, NV 89008-1010</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775/726-3171</b>
	Vendor No.: <b>T80588110</b>
	NV Business ID: <b>Public Entity</b>

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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/10/2012**

Anticipated BOE meeting date 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2012**

Contract term: **1 year and 356 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Medical Services**

5. Purpose of contract:

**This is the first amendment to the original contract, which provides medical services, including diagnosis and treatment to youth in residence at the Caliente Youth Center. This amendment extends the termination date from December 31, 2012 to December 31, 2013, increases the monthly payment from \$2,121.80 to \$2,185.00 and increases the maximum amount from \$25,461.60 to \$51,681.60.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$25,461.60
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$26,220.00
4. New maximum contract amount:	\$51,681.60
and/or the termination date of the original contract has changed to:	12/31/2013

#### II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 432A.530 requires medical care to be provided to youth in our care.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

A medically qualified and licensed physician is required to provide diagnosis and treatment of the youth in residence, as well as prescribe medications. There is no licensed physician on staff at Caliente Youth Center and no other State agency provides these services.

9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

This is an interlocal contract with Lincoln County Hospital District, Grover C Dils Medical Center. They are the only licensed medical facility located within the area that will deliver services to the Caliente Youth Center.

d. Last bid date: 10/23/2012 Anticipated re-bid date: 10/23/2013

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:

FY12 - Current; Department of Health and Human Services, Division of Child and Family Services. Service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Public Entity as defined per SAM 300.**

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.

**This is an interlocal contract, they are a public entity.**

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.

**This is an interlocal contract, they are a public entity.**

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dkluever	10/30/2012 14:20:51 PM
Division Approval	dkluever	10/30/2012 14:21:00 PM
Department Approval	bvale1	10/31/2012 07:43:08 AM
Contract Manager Approval	cphenix	10/31/2012 10:18:44 AM
Budget Analyst Approval	eobrien	11/05/2012 09:12:35 AM
BOE Agenda Approval	nhovden	11/12/2012 11:18:16 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: **CONV6680** Amendment Number: **3**  
 Agency Name: **CHILD AND FAMILY SERVICES DIVISION** Legal Entity Name: **Austin's House**  
 Agency Code: **409** Contractor Name: **Austin's House**  
 Appropriation Unit: **3229-10** Address: **3589 North Sunridge Dr.**  
 Is budget authority available?: **No** City/State/Zip: **Carson City, NV 89705**  
 If "No" please explain: Work Program #C25303 is in process, anticipated to be approved at the 12/11/12 Interim Finance Committee meeting. Contact/Phone: **Kathleen Miller 775.267.6711**

Vendor No.: T29006676  
 NV Business ID: NV20031564889

To what State Fiscal Year(s) will the contract be charged? **2010-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 09078

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/11/2009**  
 Anticipated BOE meeting date 12/2012

Retroactive? **No**  
 If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2013**  
 Contract term: **3 years and 324 days**

4. Type of contract: **Contract**  
 Contract description: **Health And Human Services**

5. Purpose of contract:  
**This is the third amendment to the original contract which provides emergency shelter services for the youth in the care of the Division of Child and Family Services. This amendment increases the maximum amount from \$282,100 to \$561,100 due to the change in the cost from \$100 per child, per day for the first 30 days; prevailing foster care rates after the first 30 days and prevailing rates for clothing and incidentals after 30 days (age 0-12 years \$22.45 / age 13 & older \$25.42) to a flat rate of \$100 per child, per day, as approved with Amendment #2.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$282,100.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$279,000.00
4. New maximum contract amount:	\$561,100.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
**The State of Nevada must supply emergency sheltering services for children and youth that are in the care and custody of the Department of Health and Human Services, Division of Child and Family Services (DCFS).**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

DCFS does not operate any shelter care facilities. No other State agency provides these services.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was chosen by the evaluation committee based on a predetermined set of criteria and weights. Multiple contract awards were made from RFP #1788.

d. Last bid date: 05/15/2009 Anticipated re-bid date: 01/01/2013

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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:

FY09 to current; Division of Child and Family Services (DCFS). 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	pcolegro	10/30/2012 14:15:10 PM
Division Approval	dcluever	10/30/2012 14:23:25 PM
Department Approval	bvale1	10/31/2012 07:54:39 AM
Contract Manager Approval	cphenix	10/31/2012 10:12:15 AM
Budget Analyst Approval	eobrien	11/13/2012 12:25:12 PM
BOE Agenda Approval	nhovden	11/13/2012 13:01:04 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: <b>CONV6679</b>	Amendment Number: <b>2</b>
Agency Name: <b>CHILD AND FAMILY SERVICES DIVISION</b>	Legal Entity Name: <b>Schneider Electric Buildings Americas, Inc.</b>
Agency Code: <b>409</b>	Contractor Name: <b>Schneider Electric Buildings Americas, Inc.</b>
Appropriation Unit: <b>3646-07</b>	Address: <b>1650 West Crosby Road</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Carrollton, TX 75006</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null702.896.8300</b>
	Vendor No.: <b>PUR0001005</b>
	NV Business ID: <b>NV20071402383</b>

To what State Fiscal Year(s) will the contract be charged? **2009-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	<b>45.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>52.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>3.00 % Private Insurance</b>

Agency Reference #: 09054-0

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/30/2009**

Anticipated BOE meeting date 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **4 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Janitorial, Building Maintenance and Repair Serv**

5. Purpose of contract:

**This is the second amendment to the original contract, which provides routine and preventative maintenance services for the TAC controls that govern the heating and air conditioning at Desert Willow Treatment Center, located in Las Vegas. This amendment increases the maximum amount from \$30,000 to \$41,880 due to the need for additional materials and repairs.**

**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:	\$11,880.00
4. New maximum contract amount:	\$41,880.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Routine and preventative maintenance of Heating Ventilation and Air Conditioning (HVAC) system controls is necessary to ensure the health of clients, families, visitors and staff at Desert Willow Treatment Center. Additional repairs are needed because failed actuators have prevented the system from working properly. For life safety purposes, the refrigerant leak detector is defective and warrants replacement.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Division of Child and Family Services does not have the required licensing and/or certification needed. No other State agency provides these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 121006A**

**Approval Date: 10/30/2012**

c. Why was this contractor chosen in preference to other?

The equipment is proprietary and Schneider Electric of Americas is the only company that can provide the needed repairs.

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:

FY09 - current; Department of Health and Human Services, Division of Child and Family Services. Services has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dkluever	10/31/2012 12:33:40 PM
Division Approval	dkluever	10/31/2012 12:33:50 PM
Department Approval	bvale1	10/31/2012 14:22:10 PM
Contract Manager Approval	cphenix	10/31/2012 14:27:45 PM
Budget Analyst Approval	eobrien	11/03/2012 13:21:48 PM
BOE Agenda Approval	nhovden	11/12/2012 12:04:04 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:  
#131006A  
Amendment 2

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 Child and Family Services**  
**Southern Nevada Child and Adolescent Services**  
**Rick Rassier, ASO III (702) 486-4335; rrassier@dcsf.nv.gov**
- b. Vendor contact information: Schneider Electric Buildings Americas, Inc.

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:  
Provision of scheduled routine and preventative maintenance for TAC controls, which govern the air conditioning and heating for Desert Willow Treatment Center for Southern Nevada Child & Adolescent Services. Original warrantee expired in December 1998. Contract is for performing routine checks and preventative maintenance of the system.
3. Describe the unique qualification required for the service or good to be purchased:  
State Public Works and its architects and contractor for Desert Willow purchased this HVAC system and controls; this is the installer of the system. According to Public Works they have not been able to find a third party contractor who can adequately service, and program this very specialized TAC control system. Additionally, Schneider Electric Buildings Americas, Inc. formerly known as TAC is providing ongoing training on the software, hardware and handling of the control system itself. None of this is currently available with another contractor.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:  
State Public Works has informed us in the past that only TAC can work on TAC controls. We have contacted ten vendors listed in Southern Nevada phone book and internet under "controls, control systems and regulator", and no contractors were able to work on the TAC control system.
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:  
TAC is the manufacturer of the control system and Schneider Electric Buildings Americas, Inc., formerly TAC is the only provisional vendor able to work on this unique system and furnish the necessary replacement parts. For the health and welfare of the patients and staff at this hospital it's imperative to keep the HVAC properly functioning.
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.  
We have contacted ten vendors listed in Southern Nevada phone book and internet under "controls, control systems and regulator", and no contractors were able to work on the TAC control system.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? With the circumstances mentioned above, absent another vendor, the cost is deemed fair based off of past projects the contractor has worked on for the agency.

a. New contract Y  N

b. Amendment Y  N  Amendment No. 2  
{provide copy of previous waiver(s)}

Estimated value and length of contract, amendment or request

Total contract maximum: \$41,880.00 (includes \$11,880.00 amendment 2).  
length of contract 4 years - exp 6/30/13.

Division of Child and Family Services

hereby requests approval for

Scheider Electric Buildings  
Americas, Inc.

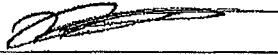
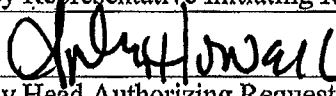
Requesting agency

Proposed vendor

to provide the service/good for the amount and term as described above.


By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X 	10/2/12
Agency Representative Initiating Request	Date
X 	OCT 02 2012
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X 	
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:



X <i>Hug Smith</i>	10-30-12
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: <b>12775</b>	Amendment Number: <b>1</b>
Agency Name: <b>DEPARTMENT OF CORRECTIONS</b>	Legal Entity Name: <b>Manpower Inc. of Southern Nevada</b>
Agency Code: <b>440</b>	Contractor Name: <b>Manpower Inc. of Southern Nevada</b>
Appropriation Unit: <b>3711-15</b>	Address: <b>2535 West Cheyenne, Suite 105</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>North Las Vegas, NV 89032</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Dan Ward 702.242.2675</b>
	Vendor No.: <b>T81026942</b>
	NV Business ID: <b>NV19651001276</b>

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.

<input checked="" type="checkbox"/> General Funds	<b>65.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>21.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>14.00 % Career Enhancement Funds - DETR</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/10/2012**

Anticipated BOE meeting date 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2014**

Contract term: **2 years and 171 days**

4. Type of contract: **Contract**

Contract description: **Vocational Training**

5. Purpose of contract:

**This is the first amendment to the original contract, which provides ongoing vocational training and job readiness courses to inmates incarcerated within the department. This amendment increases the contract amount by \$32,000 for a new maximum contract amount of \$56,000. The original contract provided for 16 courses which have been completed, this amendment will allow for an additional 18 courses for more intensive classroom instruction to inmates that have completed Job Readiness training.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$24,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$32,000.00
4. New maximum contract amount:	\$56,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The need to meet performance indicators as mandated in Federal grants received by NDOC, as well as preparing inmates for gainful employment upon release.

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 staff and/or expertise 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):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Multiple contract awards are being made from Solicitation 201208. Manpower Inc. of Southern Nevada is one of the vendors that can provide NDOC with vocational training classes.

d. Last bid date: 09/14/2011 Anticipated re-bid date: 09/14/2015

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY12; DETR. 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	dmartine	09/26/2012 08:50:21 AM
Division Approval	bfarris	10/08/2012 17:21:32 PM
Department Approval	bfarris	10/08/2012 17:21:37 PM
Contract Manager Approval	jhardy	10/31/2012 16:16:58 PM
Budget Analyst Approval	cmurph3	11/14/2012 12:16:11 PM
BOE Agenda Approval	sbrown	11/15/2012 13:41:39 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: **13880**

Agency Name: <b>DEPARTMENT OF CORRECTIONS</b>	Legal Entity Name: Advanced Chemical Technology (ACT)
Agency Code: <b>440</b>	Contractor Name: <b>Advanced Chemical Technology (ACT)</b>
Appropriation Unit: <b>3717-09</b>	Address: <b>8728 Utica Avenue</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Rancho Cucamonga, CA 91730</b>
If "No" please explain: Not Applicable	Contact/Phone: Dan Earley 800.527.9607
	Vendor No.: T29018816
	NV Business ID: NV20101547478

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.

<b>X</b> General Funds	<b>100.00 %</b>	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 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **11/30/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Water Treatment**

5. Purpose of contract:

**This is a new contract to provide water and boiler treatment services to multiple correctional facilities located in northern Nevada: Northern Nevada Correctional Center, Stewart Conservation Camp, Silver State Industries/Dairy, Warm Springs Correctional Center, and Lovelock Correctional Center. Includes all necessary chemicals and monthly services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$90,975.75**

#### 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 does not have the staff, 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 proposal received.

d. Last bid date: 08/30/2012 Anticipated re-bid date: 05/30/2016

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:

Department of Corrections and quality of service provided was excellent.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssergent	10/24/2012 16:56:09 PM
Division Approval	bfarris	10/24/2012 17:50:07 PM
Department Approval	dreed	10/25/2012 08:22:57 AM
Contract Manager Approval	jhardy	10/30/2012 13:44:02 PM
Budget Analyst Approval	cmurph3	10/31/2012 08:49:34 AM
BOE Agenda Approval	sbrown	11/03/2012 07:18:56 AM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **13739**

Agency Name: **DEPARTMENT OF CORRECTIONS**  
Agency Code: **440**  
Appropriation Unit: **3754-09**

Is budget authority available?: **Yes**  
If "No" please explain: Not Applicable

Legal Entity Name: **Pestmaster Services, Inc**  
Contractor Name: **Pestmaster Services, Inc**  
Address: **1125 East 4th Street**  
City/State/Zip: **Reno, NV 89512**  
Contact/Phone: **Charles Jehle 775-358-5966**  
Vendor No.: **T81026165A**  
NV Business ID: **NV19821001474**

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.

<b>X</b>	General Funds	<b>100.00 %</b>	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 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2016**

Contract term: **3 years and 211 days**

4. Type of contract: **Contract**

Contract description: **Pest Control Service**

5. Purpose of contract:

**This is a new contract to provide regular scheduled pest control services at the following correctional facility: Tonopah Conservation Camp (TCC).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,964.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

For the health and safety of staff and inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NDOC employees do not have the expertise and or equipment necessary to provide pest control services. No other State agency offers these services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pestmaster Services, Inc had the lowest bid.

d. Last bid date: Anticipated re-bid date: 06/30/2016

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:

FY08 - FY12: Department of Corrections. Service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
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	dbretche	09/07/2012 14:37:17 PM
Division Approval	bfarris	09/07/2012 15:30:19 PM
Department Approval	dreed	09/11/2012 18:14:22 PM
Contract Manager Approval	jhardy	10/25/2012 10:51:03 AM
Budget Analyst Approval	cmurph3	10/29/2012 09:58:41 AM
BOE Agenda Approval	sbrown	11/03/2012 07:13:17 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **12673** Amendment Number: **1**

Agency Name: **DPS-HIGHWAY PATROL** Legal Entity Name: **RSVP Transport, Inc.**

Agency Code: **651** Contractor Name: **RSVP Transport, Inc.**

Appropriation Unit: **4713-13** Address: **75 Bank Street**

Is budget authority available?: **Yes** City/State/Zip: **Sparks, NV 89431**

If "No" please explain: **Not Applicable** Contact/Phone: **Neal McCoy 775.722.8744**

Vendor No.:

NV Business ID: **NV20091557675**

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 %
<b>X Highway Funds</b>	<b>100.00 %</b>	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 **12/2012**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **11/30/2013**

Contract term: **1 year and 353 days**

4. Type of contract: **Contract**

Contract description: **Transport NHP Cars**

5. Purpose of contract:

**This is the first amendment to the original contract, which provides ongoing transport services for Nevada Highway Patrol. This amendment increases the maximum amount from \$14,700 to \$29,700 due to increased volume of vehicles that will be excessed.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$14,700.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$15,000.00
4. New maximum contract amount:	\$29,700.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Nevada Highway Patrol vehicles must be relocated to various parts of the state from time to time.**

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 specialized car carrier/transport equipment to accomplish the moving of vehicles from one location to another.**

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?

RSVP was the sole respondent to the solicitation.

d. Last bid date: 08/19/2011 Anticipated re-bid date: 10/14/2013

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cpalme2	09/05/2012 16:09:30 PM
Division Approval	shoh1	10/25/2012 15:11:50 PM
Department Approval	jbauer	10/30/2012 08:20:51 AM
Contract Manager Approval	jbauer	10/30/2012 08:20:54 AM
Budget Analyst Approval	cwatson	11/14/2012 13:39:57 PM
BOE Agenda Approval	cwatson	11/14/2012 13:40:02 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: **13860**

Agency Name: <b>DIVISION OF WATER RESOURCES</b>	Legal Entity Name: U.S. Geological Survey
Agency Code: <b>705</b>	Contractor Name: <b>U.S. Geological Survey</b>
Appropriation Unit: <b>4157-10</b>	Address: <b>2730 Deer Run Road</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Carson City, NV 89701</b>
If "No" please explain: Not Applicable	Contact/Phone: Mega Rogers 702-564-4526
	Vendor No.: T80838030
	NV Business ID: N/A
To what State Fiscal Year(s) will the contract be charged? <b>2013-2014</b>	
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 %
<b>X</b> Federal Funds <b>43.00 %</b>	Bonds 0.00 %
Highway Funds 0.00 %	<b>X</b> Other funding <b>57.00 % Basin Funds 10.19%; Pass Through Funds 36.85%</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 12/2012

Retroactive? **Yes**

If "Yes", please explain

**Documents necessary for the processing of this Joint Funding Agreement were received September 28, 2012, from the Southern Nevada Water Authority (SNWA). Receipt of the documents prior to processing the JFA was necessary as they are the authorizing instruments approved by the SNWA Board that allow for contributing funding to the JFA.**

3. Termination Date: **09/30/2013**

Contract term: **364 days**

4. Type of contract: **Cooperative Agreement**

Contract description: **So. & East JFA**

5. Purpose of contract:

**This is a new contract to provide for an ongoing water monitoring program of water resources in Southern and Eastern Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$561,364.00**

Payment for services will be made at the rate of \$140,341.00 per quarter

Other basis for payment: State of Nevada and SNWA portion is \$80,047 per quarter. Federal portion is \$60,294 per quarter.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This is an on-going data collection program instituted to provide information regarding hydrologic conditions in the region. This information is necessary for the administratin of the region's water resources.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The U. S. Geological Survey has the scientists, equipment and expertise to provide the products and services.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Division has executed many agreements with the U. S. Geological Survey that have resulted in many products widely used by governmental agencies and the public. The results have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bkordono	10/11/2012 11:57:59 AM
Division Approval	bkordono	10/11/2012 11:58:02 AM
Department Approval	bkordono	10/11/2012 11:58:05 AM
Contract Manager Approval	bkordono	10/16/2012 08:51:09 AM
Budget Analyst Approval	jrodrig9	10/18/2012 14:44:09 PM
BOE Agenda Approval	cwatson	11/14/2012 13:38:36 PM
BOE Final Approval	Pending	



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF WATER RESOURCES**

901 South Stewart Street, Suite 2002  
Carson City, Nevada 89701-5250  
(775) 684-2800 • Fax (775) 684-2811  
<http://water.nv.gov>


INTEROFFICE MEMORANDUM

**RECEIVED**

OCT 16 2012

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET AND PLANNING DIVISION

TO: JIM RODRIGUEZ, BUDGET ANALYST  
BRYAN STOCKTON, DEPUTY ATTORNEY GENERAL  
AUDREY BROOKS-SCOTT, DCNR FISCAL

FROM: MATT DILLON, NDWR 

THROUGH: JASON KING, P.E., STATE ENGINEER

SUBJECT: JOINT FUNDING AGREEMENT FOR SOUTHERN AND EASTERN NEVADA  
HYDROLOGIC MONITORING PROGRAM

DATE: 10/10/2012

Accompanying this memorandum are the Joint Funding Agreement (JFA) and associated documents for the Southern and Eastern Nevada Hydrology Program for fiscal years 2013-2014. The contract start date for the JFA is October 1, 2012. The Division apologizes for the delay in the submitting of the forms. Documents necessary for the processing of the JFA were received September 28, 2012 from the Southern Nevada Water Authority (SNWA). Receipt of the documents prior to processing the JFA was necessary as they are the authorizing instruments approved by the SNWA Board that allow for contributing funding to the JFA. Funding for this program is from B/A 4211, category 10 and pass through money from the SNWA, B/A 4157, category 10.

Should you have any questions or comments regarding this matter, please contact Matt Dillon at (775) 684-2856.

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **13891**

Agency Name: <b>DEPARTMENT OF TRANSPORTATION</b>	Legal Entity Name: <b>REGIONAL TRANSPORTATION</b>
Agency Code: <b>800</b>	Contractor Name: <b>REGIONAL TRANSPORTATION</b>
Appropriation Unit: <b>4660-06</b>	Address: <b>COMMISSION 2050 VILLANOVA DR RENO, NV 89502-3163</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89502-3163</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775/348-0400</b>
	Vendor No.: <b>PUR0002452</b>
	NV Business ID: <b>N/A</b>

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 %
<b>X</b> Federal Funds	<b>95.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>5.00 % RTC Washoe County Funds</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **10/31/2013**

Contract term: **333 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Multimodal Analysis**

5. Purpose of contract:

**The purpose of this new interlocal agreement is to conduct a multimodal (pedestrian, bicycle, transit, and automobile) analysis for transportation improvements on Virginia Street in Reno, NV, from the new Geiger Grade Alignment to North McCarran Boulevard.**

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 purpose of this Agreement is to conduct a multimodal (pedestrian, bicycle, transit, and automobile) analysis for transportation improvements on Virginia Street in Reno, NV, from the new Geiger Grade Alignment to North McCarran Boulevard.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Limited staffing to complete the task. The Transportation Equity Act for the 21ST Century (SAFETEA-LU) provides funding for all modes of transportation through the Surface Transportation (STP) Washoe Funding category, under which this PROJECT is eligible for ninety-five percent (95%) federal funds and five percent (5%) RTC Washoe County funds.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: \_\_\_\_\_ Anticipated re-bid date: \_\_\_\_\_

10. Does the contract contain any IT components?  No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

12. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

13. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	10/30/2012 15:12:32 PM
Division Approval	mstewa10	10/30/2012 15:12:34 PM
Department Approval	mstewa10	10/30/2012 15:12:37 PM
Contract Manager Approval	mstewa10	10/30/2012 15:12:41 PM
Budget Analyst Approval	cwatson	11/14/2012 13:42:20 PM
BOE Agenda Approval	cwatson	11/14/2012 13:42:25 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: **13905**

Agency Name: **DEPT OF MOTOR VEHICLES**  
Agency Code: **810**  
Appropriation Unit: **4722-25**  
Is budget authority available?: **Yes**  
If "No" please explain: Not Applicable

Legal Entity Name: **WASHOE, COUNTY OF**  
Contractor Name: **WASHOE, COUNTY OF**  
Address: **WASHOE COUNTY HEALTH DISTRICT  
PO BOX 11130  
RENO, NV 89520-0027**  
City/State/Zip: **RENO, NV 89520-0027**  
Contact/Phone: null775/328-2510  
Vendor No.: T40283400Q  
NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 %</b>	<b>Pollution Control Fees</b>
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 01/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2014**

Contract term: **1 year and 179 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Air Quality Programs**

5. Purpose of contract:

**This is a new interlocal agreement to fund the purchase of ambient air quality monitoring equipment; provide resources for air quality travel/training; fund public outreach activities; implement air pollutant mitigation measurers; as well as conduct studies and develop plans to address air quality issues and air pollution emissions.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$182,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**NRS 445B.830, authorizes the State to award grants to agencies for programs related to the improvement of the quality air.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**No State employees available.**

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?

**Yes** If "Yes", please explain

Washoe County is a governmental entity.

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:

Grants awarded in previous fiscal 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	csthil	11/08/2012 11:17:00 AM
Division Approval	csthil	11/08/2012 11:17:03 AM
Department Approval	dcook	11/09/2012 09:39:22 AM
Contract Manager Approval	hazevedo	11/09/2012 17:12:00 PM
Budget Analyst Approval	cwatson	11/15/2012 10:41:18 AM
BOE Agenda Approval	cwatson	11/15/2012 10:41:22 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: <b>13695</b>	Amendment Number: <b>2</b>	
Agency Name: <b>REHABILITATION DIVISION</b>	Legal Entity Name: <b>NEVADA ENERGY SYSTEMS INC</b>	
Agency Code: <b>901</b>	Contractor Name: <b>NEVADA ENERGY SYSTEMS INC</b>	
Appropriation Unit: <b>3269-04</b>	Address: <b>PO BOX 10083</b>	
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89510-0083</b>	
If "No" please explain: Not Applicable	Contact/Phone: <b>SANDY TODARO 775/331-4151</b>	
	Vendor No.: <b>T81070315A</b>	
	NV Business ID: <b>NV19941116677</b>	

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 1702-13-BDA

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/22/2012**  
 Anticipated BOE meeting date 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **02/28/2013**  
 Contract term: **4 years and 7 days**

4. Type of contract: **Contract**  
 Contract description: **Generator Service**

5. Purpose of contract:  
**This is the second amendment to the original contract to perform quarterly inspections, to include one annual service, for the generator located at the Bureau of Disability Adjudication, 2527 North Carson Street, Carson City, Nevada. This amendment extends the termination date from February 28, 2013 to February 28, 2016 and increases the maximum amount from \$5,160 to \$12,160 due to unanticipated repair costs and the continued need for these services.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,500.00
2. Total amount of any previous contract amendments:	\$3,660.00
3. Amount of current contract amendment:	\$7,000.00
4. New maximum contract amount:	\$12,160.00
and/or the termination date of the original contract has changed to:	02/28/2016

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
 Social Security Administration requires a generator system in the event of power failure and as such, this system requires quarterly inspections and annual service to ensure compliance with the warranty. The agency has verified that this contractor has a Nevada State Business License and is in good standing with the Secretary of State's Office.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees lack the knowledge and/or expertise required to inspect and service this generator.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Only two companies were authorized by the manufacturer to service this generator. Calls were placed to both vendors- Nevada Generator Systems Inc. and Nevada Energy Systems Inc. After reviewing the proposals submitted, it was determined to be in the best interest of the State to select this vendor for these services.

d. Last bid date: 10/01/2012 Anticipated re-bid date: 10/01/2015

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has been under contract with the Department of Employment, Training and Rehabilitation, Rehabilitation Division since February 2012 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 registered with the Nevada Secretary of State's Office as a:  
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	10/04/2012 09:30:17 AM
Division Approval	mcol1	10/23/2012 08:52:42 AM
Department Approval	tnash	10/23/2012 16:01:48 PM
Contract Manager Approval	tnash	10/24/2012 12:34:25 PM
Budget Analyst Approval	knielsen	11/09/2012 15:56:05 PM
BOE Agenda Approval	sbrown	11/12/2012 10:33:56 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: **13606**

Agency Name: <b>EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name: <b>ACT INC</b>
Agency Code: <b>902</b>	Contractor Name: <b>ACT INC</b>
Appropriation Unit: <b>4770-12</b>	Address: <b>500 ACT DR</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>IOWA CITY, IA 52243-9003</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null319/337-1429</b>
	Vendor No.: <b>T29022931</b>
	NV Business ID: <b>NV20071357380</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2013-2015</b>

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	<b>100.00 % Career Enhancement Funds</b>

Agency Reference #: **FY13-CEP-ACT**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **12/2012**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/04/2014**Contract term: **2 years and 3 days**4. Type of contract: **Contract**Contract description: **Pilot Program**

5. Purpose of contract:

**This is a new contract to license the American College Testing (ACT) assessment program, for use in a pilot project, to provide training and assessments to unemployed workers and students in Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$330,000.00**

Other basis for payment: The State shall pay \$165,000, upon receipt of an invoice from ACT, Inc., at the commencement of the first year period of this Contract, and another \$165,000, upon receipt of an invoice, at the commencement of the second one year period of this Contract. The contract maximum shall not exceed \$330,000 for the term of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Governor's vision is to provide a vibrant, innovative and sustainable economy through workforce development.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The Department does not employ persons who are qualified to provide the assessments, research and program management solutions in areas of education and workforce development.**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 #: 120508**

**Approval Date: 05/29/2012**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

**No** If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

**No** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

**No** If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	11/06/2012 09:51:42 AM
Division Approval	rolso1	11/06/2012 10:38:10 AM
Department Approval	tnash	11/06/2012 10:39:34 AM
Contract Manager Approval	tnash	11/06/2012 10:39:37 AM
Budget Analyst Approval	knielsen	11/06/2012 16:42:23 PM
BOE Agenda Approval	sbrown	11/06/2012 17:21:17 PM
BOE Final Approval	Pending	



COPY

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: # 120508
----------------------------------

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  
500 E. Third Street  
Carson City, Nevada, 89713  
? Tamera Nash - 684-5891
- b. Vendor contact information:  
ACT, Inc.  
Workforce Development Division  
101 ACT Drive  
Iowa City, IA 52243  
Sharon Rude, Specialist II
- c. Type of waiver requested:  Sole or single source  Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:  
This is a request to license the ACT assessment program for use in a pilot project in the state of Nevada. ACT is an independent, not-for-profit organization that provides a broad array of assessment, research, information, and program management solutions in the areas of education and workforce development. See #7 for a more detailed description of services to be provided.
3. Describe the unique qualification required for the service or good to be purchased:  
provides a series of integrated workplace tools to create a comprehensive, evidence-based solution to help meet the rapidly evolving workforce needs of our new economy.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:  
DETR in conjunction with the Nevada System of Higher Education (NSHE) and Local Workforce Investment Boards (LWIB) have embarked on a plan to provide training and assessments to Nevada's unemployed workers and students. All of our partners as well and Nevada employer groups acknowledge that ACT is the only nationally known and viable tool that will carry value for its recipients. Currently in Nevada, the Manufacturer's Association, in conjunction with NSHE and the northern LWIB, is using this tool to assess skills for the Right Skills Now program and appear to be very successful. Most other products are more focused on assessing academic success and not employment success. Higher education across the country use products from ACT to test students and are well acquainted with the other products they provide. It will be more cost effective for the entire state to be licensed under one statewide licensing agreement then to license individual entities.

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 there is no other viable option, the state would not invest money in other products, which would result in the inability to properly assess and train individuals they would help lead to career pathway success. The state's need for this tool was discussed extensively in the past legislature.**
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.  
**We knew that other states had received favorable contracts due to ACT wanting more statewide licenses across the country, such as this one.**
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?  
**The state was initially quoted \$860,000 for a three-year license. The DETR Director negotiated the current price of a flat \$165,000 per year for two years, plus training, with unlimited testing and training. Of course, we expect ACT to attempt to raise the price in the third year, but hopefully, by then, there will be more options to leverage ACT with at that time.**
8. What is the estimated value and length of the contract, amendment or request?  
**\$330,000; December 5, 2012 through December 4, 2014.**
- a. New contract Y  N
- b. Amendment Y  N  Amendment No. \_\_\_\_\_  
 {provide copy of previous waiver(s)}

Department of Employment, Training and Rehabilitation

Requesting agency

hereby requests approval for

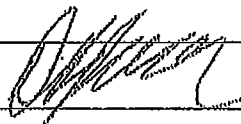

ACT, Inc.

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		
	Agency Representative Initiating Request	Date 10/29/12
X		10/29/12
	Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.


Signed:

X	
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

	10/31/12
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: **13881**Agency Name: **EMPLOYMENT SECURITY DIVISION**  
Agency Code: **902**Legal Entity Name: **JA SOLARI & PARTNERS LLC**  
Contractor Name: **JA SOLARI & PARTNERS LLC**  
Address: **500 DAMONTE RANCH PKWY  
STE1008**Appropriation Unit: **4770-11**Is budget authority available?: **Yes**City/State/Zip: **RENO, NV 89521-5968**

If "No" please explain: Not Applicable

Contact/Phone: null775/827-3550

Vendor No.: T27028301

NV Business ID: NV20111407891

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: PY12- AUDIT/SOLARI

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2014**Contract term: **1 year and 210 days**4. Type of contract: **Contract**Contract description: **Solari-Audit**

5. Purpose of contract:

**This is a new contract to provide ongoing fiscal monitoring of Nevada's two local workforce investment boards, Nevadaworks and Workforce Connections, for compliance with the Workforce Investment Act of 1998 program specific requirements for the Adult, Dislocated Workers, and Youth programs for years 2012, 2013, and a preliminary review audit for 2014.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$292,500.00**

Other basis for payment: The parties agree that Contractor will provide the services specified in paragraph five (5) at an hourly rates of: Partner \$275/hour, Manager \$175/hour, and Staff Accountant \$125/hour; Program Year 2012 estimated costs - \$100,000; Program Year 2013 estimated costs - \$100,000; Program Year 2014 estimated costs - \$92,500. State will process payment when approved request for funds form is received and approved by the Department, normally once each month for the duration of the contract, not to exceed the contract maximum of \$292,500 for the term of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

WIA Section 184(a) (4), 667.410 requires the State to conduct annual financial monitoring of all sub recipients to ensure proper use and accounting of all funds.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

It is in the best interest of the Department for this review to be conducted by an Independent Certified Public Accounting firm with the required credentials to perform financial audits



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?

Contractor is an experienced and established CPA firm in Nevada and is on the Legislative Counsel Bureau's list of approved single audit firms.

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:

J.A. Solari & Partners has been previously engaged with the Department's Rehabilitation Department and performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
 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	10/23/2012 13:25:09 PM
Division Approval	rolso1	10/28/2012 20:51:40 PM
Department Approval	tnash	10/29/2012 15:36:37 PM
Contract Manager Approval	tnash	10/31/2012 10:00:10 AM
Budget Analyst Approval	knielsen	11/09/2012 15:44:22 PM
BOE Agenda Approval	sbrown	11/12/2012 10:36:34 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: **13885**Agency Name: **EMPLOYMENT SECURITY DIVISION**  
Agency Code: **902**  
Appropriation Unit: **4770-19**Is budget authority available?: **No**

If "No" please explain: This contract is contingent upon approval of an extension to the SESP grant's period of performance by the U.S. Department of Labor. Currently, the SESP grant is scheduled to terminate on January 28, 2013. DETR has requested an extension of this grant through June 30, 2013.

Legal Entity Name: **WORKFORCE CONNECTIONS**  
Contractor Name: **WORKFORCE CONNECTIONS**  
Address: **7251 W LAKE MEAD BLVD STE 250**  
City/State/Zip: **LAS VEGAS, NV 89128-8365**  
Contact/Phone: **null702/638-8750**Vendor No.: **T81079028**  
NV Business ID: **Governmental Entity**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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **902**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **12/2012**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2013**Contract term: **210 days**4. Type of contract: **Interlocal Agreement**Contract description: **State Energy Sector**

5. Purpose of contract:

**This is a new contract to provide funds to support Workforce Connection's State Energy Sector Partnership (SESP) Health and Medical Services Sector program. The SESP program provides training for renewable energy jobs for Adult, Veteran, Dislocated Worker, and Youth job seekers in southern Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,000.00**

Other basis for payment: Workforce Connections agrees to provide the services set forth in paragraph (6) at a cost not to exceed the contract maximum of \$200,000 for the term of the contract. State will process payment when approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$200,000. These funds represent Program Year 2011 and 2012, U.S. Department of Labor, State Energy Sector Partnership funds administered by the State of Nevada, Department of Employment, Training and Rehabilitation Employment Security Division.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Workforce Investment Act (WIA) of 1998.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The division does not employ staff who are qualified to administer the State Energy Sector Partnership grant.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Interlocal Agreement with another Public Agency.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	10/30/2012 12:47:33 PM
Division Approval	rolso1	10/31/2012 15:22:33 PM
Department Approval	tnash	10/31/2012 15:26:40 PM
Contract Manager Approval	tnash	10/31/2012 16:06:49 PM
Budget Analyst Approval	knielsen	11/09/2012 16:03:38 PM
BOE Agenda Approval	sbrown	11/13/2012 14:33:06 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: **13879**

Agency Name: **EMPLOYMENT SECURITY DIVISION**  
Agency Code: **902**  
Appropriation Unit: **4771-07**  
Is budget authority available?: **Yes**  
If "No" please explain: Not Applicable

Legal Entity Name: **DOP INC DBA**  
Contractor Name: **DOP INC DBA**  
Address: **VEGAS PAINTERS  
2840 S JONES BLVD STE 3**  
City/State/Zip: **LAS VEGAS, NV 89146-5654**  
Contact/Phone: null702/947-3333  
Vendor No.: T29024881  
NV Business ID: NV19991244311

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 %	<b>X</b> Other funding	<b>100.00 % ESD Special Fund</b>

Agency Reference #: 1763-13-DETR

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **03/31/2013**

Contract term: **119 days**

4. Type of contract: **Contract**

Contract description: **Painting LV DETR**

5. Purpose of contract:

**This is a new contract, which provides for the interior & exterior painting of the Department of Employment, Training, and Rehabilitation office located at 2800 East St. Louis Avenue, Las Vegas, Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,895.00**

Payment for services will be made at the rate of \$19,895.00 per Job completion

Other basis for payment: The State will process payment upon receipt of an approved invoice, not to exceed the contract maximum of \$19,985.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Interior and exterior needs to be repainted.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State personnel do not have the equipment to perform this work.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lowest price.

d. Last bid date: 09/17/2012 Anticipated re-bid date: 09/17/2016

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:

Vegas Painters has been used by the Department of Employment, Training, and Rehabilitation since 2011 and 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	tmyler	10/23/2012 13:23:38 PM
Division Approval	rolso1	10/28/2012 20:53:51 PM
Department Approval	tnash	10/29/2012 15:33:56 PM
Contract Manager Approval	tnash	10/31/2012 09:56:46 AM
Budget Analyst Approval	sbrown	11/12/2012 10:38:03 AM
BOE Agenda Approval	sbrown	11/15/2012 13:41:12 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>11243</b>	Amendment Number: <b>2</b>
Agency Name: <b>DEFERRED COMPENSATION</b>	Legal Entity Name: <b>HARTFORD LIFE Insurance Company</b>
Agency Code: <b>920</b>	Contractor Name: <b>HARTFORD LIFE Insurance Company</b>
Appropriation Unit: <b>1017-00</b>	Address: <b>One Hartford Plaza</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Hartford, CT 06144-1583</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Todd Theroux 860 843-8824</b>
	Vendor No.: <b>PRD102612</b>
	NV Business ID: <b>NV20101399825</b>

To what State Fiscal Year(s) will the contract be charged? **2008-2015**

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 %	<b>X Other funding</b>	<b>100.00 % Revenue</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2008**

Anticipated BOE meeting date 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2012**

Contract term: **7 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Service Contract**

5. Purpose of contract:

**This is the second amendment to the original revenue contract, which manages the administrative, accounting, and investments for the State of Nevada Employee's Deferred Compensation Plan. This amendment extends the termination date from December 31, 2012 to December 31, 2014 and states The Hartford will provide an annual reimbursement to the state on a quarterly basis up to \$427,128.00. Previous revenue earned under this contract totals \$1,606,167.21, and with the proposed maximum reimbursement of \$854,256 for the next two years, brings the total anticipated maximum revenue to \$2,460,423.21.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$0.01
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$2,460,423.20
4. New maximum contract amount:	\$2,460,423.21
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?

The State of Nevada does not have staff or expertise to manage the administrative, accounting and investments for the State of Nevada Employees' Deferred Compensation Plan.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State of Nevada does not have staff or expertise to manage the administrative, accounting and investments for the State of Nevada Employees' Deferred Compensation Plan.

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?

Superior pricing and customer service.

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:

Hartford Life Insurance Company has provided service for Deferred Compensation since 1980, approximately. Deferred Compensation and has been satisfied with the service they have received.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wsalisp1	11/05/2012 16:07:00 PM
Division Approval	wsalisp1	11/05/2012 16:07:03 PM
Department Approval	wsalisp1	11/05/2012 16:07:06 PM
Contract Manager Approval	csweeney	11/05/2012 16:12:13 PM
Budget Analyst Approval	csawaya	11/13/2012 13:19:29 PM
BOE Agenda Approval	sbrown	11/13/2012 14:17:42 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: **11028** Amendment Number: **2**

Agency Name: **DEFERRED COMPENSATION** Legal Entity Name: **ING Life Insurance and Annuity Co.**

Agency Code: **920** Contractor Name: **ING Life Insurance and Annuity Co.**

Appropriation Unit: **1017-00** Address: **One Orange Way**

Is budget authority available?: **Yes** City/State/Zip: **Windsor, CT 06095**

If "No" please explain: **Not Applicable** Contact/Phone: **Steve Platt/ Regional Manager 775 886-2402**

Vendor No.: **PRD102669**

NV Business ID: **NV20001127446**

To what State Fiscal Year(s) will the contract be charged? **2008-2015**

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Revenue</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2008**

Anticipated BOE meeting date 12/2012

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **12/31/2012**Contract term: **7 years and 1 day**4. Type of contract: **Other (include description): null**Contract description: **Professional Service**

5. Purpose of contract:

**This is the second amendment to the original revenue contract, which manages the administrative, accounting, and investments for the State of Nevada Employee's Deferred Compensation Plan. This amendment extends the termination date from December 31, 2012 to December 31, 2014 and states ING will provide an annual reimbursement to the state up to \$90,000.00. Previous revenue earned under this contract totals \$346,180.63, and with the proposed maximum reimbursement of \$180,000 for the next two years, brings the total anticipated maximum revenue to \$526,180.63.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$0.01
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$526,180.62
4. New maximum contract amount:	\$526,180.63
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?

The State of Nevada does not have staff or expertise to manage the administrative, accounting, and investments for the State of Nevada Employees' Deferred Compensation Plan.

8. Explain why State employees in your agency or other State agencies are not able to do this work:



The State of Nevada does not have staff or expertise to manage the administrative, accounting, and investments for the State of Nevada Employees' Deferred Compensation Plan.

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?

Superior pricing and customer service

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:

State of Nevada employees' Deferred Compensation Committee 2002-2007

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
LLC

15. a. Is the Contractor Name the same as the legal Entity Name?  
Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?  
Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?  
Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wsalisp1	11/05/2012 16:07:36 PM
Division Approval	wsalisp1	11/05/2012 16:07:39 PM
Department Approval	wsalisp1	11/05/2012 16:07:41 PM
Contract Manager Approval	csweeney	11/13/2012 12:58:30 PM
Budget Analyst Approval	csawaya	11/13/2012 13:17:56 PM
BOE Agenda Approval	sbrown	11/13/2012 14:14:59 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: **13784** Amendment Number: **1**  
 Agency Name: **DEFERRED COMPENSATION** Legal Entity Name: **Segal Rogerscasey**  
 Agency Code: **920** Contractor Name: **Segal Rogerscasey**  
 Appropriation Unit: **1017-04** Address: **333 West 34th St**  
 Is budget authority available?: **Yes** City/State/Zip: **New York, NY 10001-2402**  
 If "No" please explain: **Not Applicable** Contact/Phone: **Francis Picarelli 212.251.5452**  
 Vendor No.:  
 NV Business ID: **NV20121521837**

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 %	<b>X</b> Other funding	<b>100.00 % Vendor Reimbursements</b>

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/11/2012**  
 Anticipated BOE meeting date **12/2012**  
 Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2012**  
 Contract term: **201 days**

4. Type of contract: **Contract**  
 Contract description: **Investment Advisory**

5. Purpose of contract:  
**This is the first amendment to the original contract, which provides investment performance review reports, news on investment activities between quarters including capital market research, educate board members on the economic and capital market environment, conduct investment option searches and to negotiate a contract with the selected record keeper. This amendment extends the termination date from December 31, 2012 to March 31, 2013 and increases the maximum amount from \$24,999 to \$44,999 due to the continued need for these services.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$24,999.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$20,000.00
4. New maximum contract amount:	\$44,999.00
and/or the termination date of the original contract has changed to:	03/31/2013

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
**The committee oversees over \$550 million of participant defined contribution retirement funds and the adviser is a contractual co-fiduciary who provides investment and regulatory expertise to assist the committee in fulfilling its fiduciary duties.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
**Lack of required level of knowledge 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?

Overall price and most recent experience providing these services to the Program.

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:

Yes, this vendor provided satisfactory services to the Nevada Deferred Compensation Program approximately 4.25 years ago.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wsalisp1	11/05/2012 16:08:58 PM
Division Approval	wsalisp1	11/05/2012 16:09:01 PM
Department Approval	wsalisp1	11/05/2012 16:09:03 PM
Contract Manager Approval	csweeney	11/05/2012 16:16:33 PM
Budget Analyst Approval	csawaya	11/13/2012 10:05:03 AM
BOE Agenda Approval	sbrown	11/16/2012 08:03:56 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: **13705**

Agency Name: <b>LICENSING BOARDS &amp; COMMISSIONS</b>	Legal Entity Name: <b>KOHN COLODNY LLP</b>
Agency Code: <b>BDC</b>	Contractor Name: <b>KOHN COLODNY LLP</b>
Appropriation Unit: <b>B001 - All Categories</b>	Address: <b>5310 KIETZKE LN STE 101</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89511</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>Beth Kohn 775/828-7300</b>
	Vendor No.: <b>T27009430</b>
	NV Business ID: <b>NV19971000194</b>

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 %	<b>X</b> Other funding	<b>100.00 %</b>

Agency Reference #: **B060**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2013**

Anticipated BOE meeting date **11/2012**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2015**

Contract term: **2 years and 364 days**

4. Type of contract: **Contract**

Contract description: **Audit Services**

5. Purpose of contract:

**This is a new contract to provide audit services for the Board of Accountancy's financial statements as required within Nevada Revised Statutes.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,350.00**

Payment for services will be made at the rate of \$0.00 per Annually

Other basis for payment: Payments made annually as follows: \$6950, \$7100, \$7300

#### II. JUSTIFICATION

7. What conditions require that this work be done?

NRS requires an independent audit be conducted of the Board's financial statements and position. Results of the audit must be provided to the Legislative Counsel Bureau.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

An Audit must be conducted by an independent Certified Public Accountant in accordance with Governmental Auditing Standards. An Employee would not be able to provide this work as it would require (1) a CPA and (2) independence would be an issue as the auditor must remain independent and objective while performing the audit

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?

Kohn Colodny has performed the Board's independent audit for many years and is extremely thorough and professional in their handling of the engagement. In addition, Kohn Colodny is extremely qualified to conduct GASB No 34 Audits in accordance with Governmental Standards. Based on the continuity of the firm's engagement they were able to provide the services at a substantially lower dollar amount than other firms.

d. Last bid date: 05/10/2010 Anticipated re-bid date: 07/01/2015

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:

Kohn Colodny has performed prior fiscal year audits for the State Board of Accountancy under a state approved 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 registered with the Nevada Secretary of State's Office as a:

LLP

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vwind1	09/28/2012 11:34:31 AM
Division Approval	vwind1	09/28/2012 11:34:38 AM
Department Approval	vwind1	09/28/2012 11:34:44 AM
Contract Manager Approval	vwind1	10/09/2012 12:48:41 PM
Budget Analyst Approval	eobrien	10/12/2012 09:51:29 AM
BOE Agenda Approval	nhovden	11/19/2012 08:29:02 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: **13901**

Agency Name: <b>MASTER SERVICE AGREEMENTS</b>	Legal Entity Name: <b>VF IMAGEWEAR INC</b>
Agency Code: <b>MSA</b>	Contractor Name: <b>VF IMAGEWEAR INC</b>
Appropriation Unit: <b>9999 - All Categories</b>	Address: <b>VF SOLUTIONS</b>
Is budget authority available?: <b>Yes</b>	<b>545 MARRIOTT DR STE 200</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>NASHVILLE, TN 37214</b>
	Contact/Phone: <b>null615/565-5253</b>
	Vendor No.: <b>PUR0003060</b>
	NV Business ID: <b>NV20101373174</b>

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 %	<b>X</b> Other funding	<b>100.00 % Various</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/08/2013**

Anticipated BOE meeting date 01/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2014**

Contract term: **1 year and 357 days**

4. Type of contract: **MSA**

Contract description: **Uniforms**

5. Purpose of contract:

**This is a new Master Service Agreement/Good of the State contract to provide uniforms for various agencies throughout the State.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: Per uniform purchased at price listed in the cost section of the RFP.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Various agencies require uniforms to perform their job duties.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a specialized commodity and service that State employees cannot perform.

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?

VF Imagewear Inc. was the sole respondent for this solicitation. They are also the previous contract holder and do satisfactory work.

d. Last bid date: 06/12/2012 Anticipated re-bid date: 06/30/2014

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor currently holds the uniforms contract for various agencies within the State of Nevada. This contract has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
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	11/07/2012 11:11:07 AM
Division Approval	ldeloach	11/07/2012 11:11:12 AM
Department Approval	ldeloach	11/07/2012 11:11:14 AM
Contract Manager Approval	gburchet	11/07/2012 11:56:09 AM
Budget Analyst Approval	csawaya	11/13/2012 11:49:46 AM
BOE Agenda Approval	sbrown	11/13/2012 14:20:14 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>10964</b>	Amendment Number: <b>1</b>
Agency Name: <b>MASTER SERVICE AGREEMENTS</b>	Legal Entity Name: <b>West Publishing Corporation</b>
Agency Code: <b>MSA</b>	Contractor Name: <b>West Publishing Corporation</b>
Appropriation Unit: <b>9999 - All Categories</b>	Address: <b>610 Opperman Drive D5-S492</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Eagan , MN 55123</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Thomas Hamilton 651 687 5744</b>
	Vendor No.: <b>T80028790</b>
	NV Business ID: <b>NV19971102844</b>

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Various Agency Funds</b>

Agency Reference #: **RFP 1821**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date **12/2012**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2014**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Professional Service**

5. Purpose of contract:

**This is the first amendment to the original contract for on-line information for legal and public records research for various state agencies. This amendment increases the contract amount from \$500,000 to \$1,200,000 based on current usage.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$500,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$700,000.00
4. New maximum contract amount:	\$1,200,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Several agencies require this type of information in order to conduct business.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**The State does not have this type of information available to them**

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?

Evaluation Committee. The agency has verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State Business requirements.

d. Last bid date: 09/25/2009 Anticipated re-bid date: 10/31/2013

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor has been providing service for 10 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 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	10/17/2012 17:02:51 PM
Division Approval	ldeloach	10/17/2012 17:02:54 PM
Department Approval	ldeloach	10/17/2012 17:02:56 PM
Contract Manager Approval	cjanes	10/30/2012 11:21:03 AM
Budget Analyst Approval	csawaya	10/30/2012 11:25:53 AM
BOE Agenda Approval	sbrown	11/03/2012 07:15:49 AM

## Amanda L. Williams

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**From:** Kimberlee Tarter  
**Sent:** Friday, November 09, 2012 4:34 PM  
**To:** Amanda L. Williams  
**Subject:** BOE Informational Item

Hi Amanda,

Here is something for the Dec BOE agenda informational item introducing the AB 240 Memo...

Department of Administration – Purchasing

The Memorandum provided as an informational item addresses the Attorney General's inquiry at the October Board of Examiners' meeting regarding the applicability of a "cooling off" period relative to AB 240.

Feel free to modify as you see fit.

*Kimberlee*

Kimberlee Tarter, CPPB  
Deputy Administrator

Department of Administration, Purchasing Division  
515 East Musser St., Suite 300  
Carson City, NV 89701  
T. 775.684.0196 F. 775.684.0188  
[ktarter@admin.nv.gov](mailto:ktarter@admin.nv.gov)

Register as a vendor at: <http://purchasing.state.nv.us>



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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: October 18, 2012  
To: Stephanie Day, Deputy Director  
Department of Administration  
From: Jim Rodriguez, Budget Analyst IV  
Budget and Planning Division  
Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

The following describes an information item submitted for placement on the agenda of the next Board of Examiners meeting:

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF  
STATE LANDS

Reason for submittal, i.e., statutory requirement, letter of intent, IFC request, etc.

Pursuant to NRS Chapters 111, Statutes of the Nevada, 1989 at page 263, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending September 30, 2012 (reference NRS 321.5954).

Brief description

- **1989 Tahoe Basin Act**
  - The agency reports there were no transfers of lands or interests in lands during the quarter.
  - There were no acquisitions of lands or interests in lands during the quarter.



**Addendum:**

**NRS 321.5954 Powers and duties of Division and State Land Registrar regarding programs to preserve, restore and enhance Lake Tahoe Basin.**

1. In carrying out a program authorized pursuant to NRS 321.5953, the Division may, as the State Land Registrar deems appropriate regarding particular parcels of land:

- (a) Acquire, from a willing owner, real property or an interest in real property in the Lake Tahoe Basin by donation, purchase or exchange;
- (b) Transfer real property or an interest in real property in the Lake Tahoe Basin by sale, lease or exchange;
- (c) Eliminate, or mitigate the effects of, development, land coverage or features or conditions of real property acquired pursuant to paragraph (a) that are detrimental to the natural environment of the Lake Tahoe Basin; and
- (d) Retire, extinguish or otherwise terminate rights to develop or place land coverage on real property acquired pursuant to paragraph (a).

2. The State Land Registrar may transfer real property or an interest in real property acquired pursuant to this section:

- (a) To state and federal agencies, local governments and nonprofit organizations for such consideration as the State Land Registrar deems to be reasonable and in the interest of the general public.
- (b) To other persons for a price that is not less than the fair market value of the real property or interest.

3. Before real property or an interest in real property is transferred pursuant to this section, the State Land Registrar shall record a declaration of restrictions or deed restrictions if the State Land Registrar determines that such restrictions are necessary to protect the public interest.

4. The State Land Registrar shall report quarterly to the State Board of Examiners regarding the real property or interests in real property transferred pursuant to this section.

5. Notwithstanding any other provision of law, a person shall not acquire, disturb or use real property or an interest in real property acquired by this State pursuant to this section unless the person first obtains written authorization from the State Land Registrar.

6. As used in this section:

(a) "Interest in real property" includes, without limitation:

- (1) An easement for conservation as that term is defined in NRS 111.410;
- (2) The right to develop the real property;
- (3) The right to place land coverage on the real property; and
- (4) Such other easements or rights as are appurtenant to the real property.

(b) "Land coverage" means a covering over or compaction of the natural surface of the ground that prevents water from percolating into the ground.

(Added to NRS by 1999, 2018)

**Addendum:**

**NRS 321.5954 Powers and duties of Division and State Land Registrar regarding programs to preserve, restore and enhance Lake Tahoe Basin.**

1. In carrying out a program authorized pursuant to NRS 321.5953, the Division may, as the State Land Registrar deems appropriate regarding particular parcels of land:

- (a) Acquire, from a willing owner, real property or an interest in real property in the Lake Tahoe Basin by donation, purchase or exchange;
- (b) Transfer real property or an interest in real property in the Lake Tahoe Basin by sale, lease or exchange;
- (c) Eliminate, or mitigate the effects of, development, land coverage or features or conditions of real property acquired pursuant to paragraph (a) that are detrimental to the natural environment of the Lake Tahoe Basin; and
- (d) Retire, extinguish or otherwise terminate rights to develop or place land coverage on real property acquired pursuant to paragraph (a).

2. The State Land Registrar may transfer real property or an interest in real property acquired pursuant to this section:

- (a) To state and federal agencies, local governments and nonprofit organizations for such consideration as the State Land Registrar deems to be reasonable and in the interest of the general public.
- (b) To other persons for a price that is not less than the fair market value of the real property or interest.

3. Before real property or an interest in real property is transferred pursuant to this section, the State Land Registrar shall record a declaration of restrictions or deed restrictions if the State Land Registrar determines that such restrictions are necessary to protect the public interest.

4. The State Land Registrar shall report quarterly to the State Board of Examiners regarding the real property or interests in real property transferred pursuant to this section.

5. Notwithstanding any other provision of law, a person shall not acquire, disturb or use real property or an interest in real property acquired by this State pursuant to this section unless the person first obtains written authorization from the State Land Registrar.

6. As used in this section:

(a) "Interest in real property" includes, without limitation:

- (1) An easement for conservation as that term is defined in NRS 111.410;
- (2) The right to develop the real property;
- (3) The right to place land coverage on the real property; and
- (4) Such other easements or rights as are appurtenant to the real property.

(b) "Land coverage" means a covering over or compaction of the natural surface of the ground that prevents water from percolating into the ground.

(Added to NRS by 1999, 2018)

LEO DROZDOFF  
*Director*

Department of Conservation  
and Natural Resources

JAMES R. LAWRENCE  
*Administrator*

BRIAN SANDOVAL  
*Governor*



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

*Address Reply to*

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STATE OF NEVADA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

## Division of State Lands

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OCT 08 2012

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET AND PLANNING DIVISION

October 4, 2012

### **MEMORANDUM**

TO: Jeff Mohlenkamp, Clerk  
Nevada State Board of Examiners

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

RE: **BOARD OF EXAMINERS QUARTERLY REPORT OF THE TAHOE BASIN ACT AND  
LAKE TAHOE MITIGATION PROGRAM – 1st QUARTER SFY 2013**

#### **Tahoe Basin Act:**

Pursuant to Chapter 111, Statutes of Nevada, 1989, at page 263, which requires a quarterly report to the Board of Examiners, this memorandum is to report lands or interests in lands transferred, sold, exchanged or leased under the Tahoe Basin Act program during the quarter ending September 30, 2012.

- There were no transfers of lands or interests in lands during this quarter.
- There were no acquisitions of lands or interests in lands during this quarter.

#### **Lake Tahoe Mitigation Program:**

Pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, which requires a quarterly report to the Board of Examiners, this memorandum is to report real property or interests in real property transferred under this program during the quarter ending September 30, 2012.

- There were no transfers of lands or interests in lands during this quarter.
- There were no transfers of lands or interests in lands under this program this quarter.

In the event you have any questions or wish additional information please call me.

JL/er

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