

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

LOCATION: Capitol Building
The Guinn Room
101 N. Carson Street
Carson City, Nevada 89701

VIDEOCONFERENCE: Grant Sawyer State Office Building
555 E. Washington Avenue, Ste. 5100
Las Vegas, Nevada 89101

DATE AND TIME: January 12, 2016 at 10:00 a.m.

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

AGENDA

1. PUBLIC COMMENTS
- *2. FOR POSSIBLE ACTION – APPROVAL OF THE DECEMBER 8, 2015 BOARD OF EXAMINERS’ MEETING MINUTES
- *3. FOR POSSIBLE ACTION – APPROVAL TO ACCEPT A DONATION OF LAND

A. Department of Conservation and Natural Resources – State Lands

Pursuant to NRS 353.335, the Department of Conservation and Natural Resources, Division of State Lands is requesting approval to accept a donation of land for the benefit of the Division of State Parks. **This item is contingent upon IFC approval.**

***4. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASES**

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 – Fleet Services	1	\$28,650
Department of Conservation and Natural Resources – Environmental Protection – Air Quality	1	\$33,281
Department of Conservation and Natural Resources – Environmental Protection – Industrial Site Cleanup	1	\$32,290
Peace Officers’ Standards and Training Commission	1	\$8,636
Total	4	\$102,857

***5. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEES**

A. Department of Public Safety – Emergency Management

Pursuant to NRS 333.705, subsection 1, the division requests authority to contract with Andrew Gagliardo, a former Communications Systems Specialist, to support the development and deployment of an Interoperable Communications Plan for the State of Nevada.

B. Department of Transportation

Pursuant to NRS 333.705, subsection 1, the Department of Transportation requests authority to contract with Scott Carroll, a former Supervisor III, Associate Engineer on the Northern Nevada Traffic study awarded to the CA Group.

C. Department of Transportation

Pursuant to NRS 333.705, subsection 1, the Department of Transportation requests authority to contract with Mark Elicegui, a former Chief Structures Engineer, to perform the role of Principal Project Engineer on various NDOT Traffic Safety Engineering projects awarded to Parsons Transportation Group.

D. Department of Transportation

Pursuant to NRS 333.705, subsection 1, the Department of Transportation (NDOT) requests authority to contract with James Ceragioli, a former Senior Safety Coordinator. NDOT has an existing contract with the CA Group for a Northern Nevada Traffic study.

E. Department of Transportation

Pursuant to NRS 333.705, subsection 1, the Department of Transportation (NDOT) requests authority to contract with Paula Aiazzi, a former Business Process Analyst I, to manage the implementation of a department-wide DocuSign solution. The employee will support NDOT part-time from February 1, 2016 through April 30, 2107.

F. Department of Health and Human Services – Director’s Office and Division of Welfare and Supportive Services

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services Director’s Office and the Division of Welfare and Supportive Services requests authority to contract with Jeffery Stroup, a Graduate Research Assistant currently employed by the University of Nevada, Reno to conduct econometric and statistical analysis on human service caseloads.

***6. FOR POSSIBLE ACTION – APPROVAL/REVIEW OF AN EMERGENCY CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEE**

A. Department of Transportation

Pursuant to NRS 333.705, subsection 4, the Department of Transportation seeks a favorable recommendation regarding the division’s determination to use the emergency provision to contract with a former Maintenance Management Coordinator II from October 05, 2015 through February 05, 2016 to assist in the development of the Request for Proposals requirements for the replacement of the Maintenance Management System.

***7. FOR POSSIBLE ACTION – APPROVAL OF A CRITICAL LABOR SHORTAGE**

Pursuant to NRS 286.523, it is the policy of this State to ensure that the reemployment of a retired public employee pursuant to this section is limited to positions of extreme need. An employer who desires to employ such a retired public employee to fill a position for which there is a critical labor shortage must make the determination of reemployment based upon the appropriate and necessary delivery of services to the public.

A. Department of Public Safety – Director’s Office

Pursuant NRS 286.523, the Director of the Department of Public Safety (DPS) requests that the Board of Examiners designate DPS Officer I and DPS Officer II as “critical need positions” and grant a Public Employees Retirement System (PERS) exception for the reemployment of qualifying retired employees to fill positions for which a critical labor shortage has been appropriately designated.

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

- A. Prison Legal News Payable to Allen Lichtenstein, Esq.
Claim Number: TC17378
Settlement Amount: \$475,000**

***9. FOR POSSIBLE ACTION – LEASES ([Attached as Exhibit 1](#))**

***10. FOR POSSIBLE ACTION – CONTRACTS ([Attached as Exhibit 2](#))**

***11. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENT ([Attached as Exhibit 3](#))**

12. CONTRACTS APPROVED BY THE CLERK OF THE BOARD - INFORMATION ITEM ([Attached as Exhibit 4](#))

Pursuant to NRS 333.700 subsection 7 (a), the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 – \$49,999). Attached is a list of all applicable approvals for contracts and amendments approved from November 16, 2015 through December 18, 2015.

13. INFORMATION ITEMS

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

Pursuant to NRS 321.5954, 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, 2015.

Additional Information:

- **1989 Tahoe Basin Act**
 - There were no transfers of lands or interest in lands during the quarter.

- **Lake Tahoe Mitigation Program**
 - The agency reports that there were no acquisitions of land or interest during the quarter. However, one transfer of interest in real property occurred during this quarter. The transaction resulted in a total of \$59,805 in proceeds for the Nevada Land Bank.

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

Pursuant to NRS 321.5954, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending December 31, 2015.

Additional Information:

- **1989 Tahoe Basin Act**
 - There were no transfers of lands or interest in lands during the quarter.

- **Lake Tahoe Mitigation Program**
 - The agency reports that there were no acquisitions of land or interest during the quarter.

C. Governor’s Finance Office – Budget Division

The Division presents a reconciled fund balance report for the Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, and IFC Contingency Funds as of December 18, 2015. Below is the available balance for each account.

Additional Information:

Statutory Contingency Account	\$ 2,499,036.25
Stale Claims Account	\$ 2,906,845.43
Emergency Account	\$ 279,841.00
Disaster Relief Account	\$ 6,727,748.24
IFC Contingency Fund General Fund	\$13,789,292.51
IFC Contingency Highway Fund	\$ 1,676,832.35

14. BOARD MEMBERS’ COMMENTS/PUBLIC COMMENTS

***15. FOR POSSIBLE ACTION – ADJOURNMENT**

Notice of this meeting was posted in the following locations:

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

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

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

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

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

Capitol Police, Grant Sawyer State Office Building, 555 E. Washington Ave, Las Vegas, NV
Capitolpolice-lasvegas@dps.state.nv.us

Notice of this meeting was posted on the following websites:

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

<https://notice.nv.gov/>

Any questions regarding the agenda or supporting material for the meeting please contact Director Wells at (775) 684-0222 or you can email us at budget@finance.nv.gov. 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 Governor's Finance Office at least one working day before the meeting at (775) 684-0222 or you can fax your request to (775) 684-0260.

LEASES

BOE #	LESSEE	LESSOR	AMOUNT
1.	Board of Funeral and Cemetery Services	Griffin Pro, LLC	\$51,640
	Lease Description: This is a new relocation lease to house the agency Term of Lease: 02/01/2016 – 01/30/2019 Located in Reno		
2.	Department of Business and Industry - Industrial Relations	Brentwood Green Valley, LLC	\$2,353,824
	Lease Description: This is an extension of an existing lease to house the agency Term of Lease: 12/01/2015 – 05/31/2018 Located in Henderson		
3.	Department of Health and Human Services – Governor’s Council on Developmental Disabilities	Avalon Nevada Instruments, LLC	\$53,266
	Lease Description: This is an extension of an existing lease to house the agency Term of Lease: 03/01/2016 – 02/28/2019 Located in Carson City		
4.	Department of Taxation	Kietzke Office Complex, LLC	\$597,059
	Lease Description: This is a new lease to house the agency at the current location Term of Lease: 02/01/2016 – 01/31/2021 Located in Reno		
5.	Governor’s Office of Economic Development - Procurement Outreach Program	Churchill County	\$2,400
	Lease Description: This is a new relocation lease to house the agency Term of Lease: 02/01/2016 – 01/31/2017 Located in Fallon		

CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	060	CONTROLLER'S OFFICE	CGI TECHNOLOGIES AND SOLUTIONS, INC. DBA CGI	OTHER: CONTROLLER'S DEBT RECOVERY ACCOUNT	\$683,790	Sole Source
	Contract Description:	This is the first amendment to the original contract, which provides the implementation of the Advantage Collection software module for collection of debts owed to the State of Nevada; changing the developed software application from Access to a browser-based Java Virtual Machine utilizing a MySQL database; clarify certain State responsibilities under the contract; change the delivery timeline of certain Deliverables; add additional State and Vendor planning sessions; increase the number of various contract Deliverables; and add certain pre-Go Live and post-Go Live requirements. This amendment increases the maximum amount from \$1,848,000 to \$2,531,790 due to the change orders to the software module.				
		Term of Contract:	09/10/2014 - 09/08/2018	Contract # 15985		
2.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS NON-EXEC	MCCARTHY BUILDING COMPANIES, INC.	GENERAL 1% BONDS 50% OTHER: UNIVERSITY SYSTEM RECEIPTS 49%	\$44,190,092	Professional Service
	Contract Description:	This is a new contract to provide Owner Construction Manager at Risk (CMAR) services for the Hotel College Academic Building on the University of Nevada Las Vegas campus: CIP Project No. 13-P05 and 15-C78; SPWD Contract No. 109884.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 17319		
3.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF CORRECTIONS CIP PROJECTS - NON-EXEC	AUSENCO PSI, LLC	BONDS	\$328,976	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services to upgrade door control panels at the Lovelock Correctional Center Phase 2, CIP Project No. 15-M04; SPWD Contract No. 109796.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 17314		
4.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - MILITARY CIP PROJECTS - NON-EXEC	HERSHENOW & KLIPPENSTEIN	BONDS 2% OTHER: TRANSFER IN FEDERAL GRANT REVENUE 98%	\$165,991	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services associated with the construction of a new Washoe County Armory Field Maintenance Shop: CIP Project No. 15-C79; SPWD Contract No. 109870.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 17320		
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	ARRINGTON WATKINS ARCHITECTS, LLC	GENERAL	\$350,000	Professional Service
	Contract Description:	This is a new contract to provide a facilities master plan for the Department of Corrections: CIP Project No. 15-S04a; SPWD Contract No. 109901.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 17315		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
6.	300	DEPARTMENT OF EDUCATION - STUDENT AND SCHOOL SUPPORT	BOARD OF REGENTS-UNR	FEDERAL	\$628,830	
	Contract Description:	This is the second amendment to the original interlocal agreement, which continues ongoing comprehensive evaluations of the Nevada Now is the Time-Project Aware grant program. This evaluation includes data collections, creation of strategic plans, measurement of progress, and focus on the overall program objectives. This amendment extends the termination date from January 15, 2016 to September 29, 2019 and increases the maximum amount from \$49,458.50 to \$678,288, due to the continued need for these services. Relates to Info Contract #18 in Exhibit #4.				
	Term of Contract:	10/01/2015 - 09/29/2019	Contract # 17233			
7.	300	DEPARTMENT OF EDUCATION - STUDENT AND SCHOOL SUPPORT	COLLEGE ENTRANCE EXAM BOARD	FEDERAL	\$1,580,000	
	Contract Description:	This is a new contract to provide ongoing advanced placement testing for low income students.				
8.	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIRECTOR'S OFFICE - GRANTS MANAGEMENT UNIT	CONSUMER CREDIT COUNSELING SERVICE OF SOUTHERN NEVADA	OTHER: FUNDS FOR HEALTHY NEVADA 89.5% FEDERAL 10.5%	\$164,702	
	Contract Description:	This is the first amendment to the original contract, which provides the management and operation of 2-1-1 Information and Referral Centers. This amendment increases the maximum amount from \$1,400,000 to \$1,564,702 and changes the scope of work to include the Division of Health Care Financing and Policy, to achieve accreditation through the Alliance of Information and Referral Systems, to clarify ownership of the Nevada 2-1-1 phone numbers, database and website, and to expand activities and funding related to the Balancing Incentive Program.				
	Term of Contract:	07/01/2015 - 06/30/2017	Contract # 16458			
9.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTER-GOVERNMENTAL TRANSFER PROGRAM	BOARD OF TRUSTEES FOR FUND FOR HOSPITAL CARE TO INDIGENT PERSONS	OTHER: INTER-GOVERNMENTAL TRANSFER	\$3,500,000	Exempt
	Contract Description:	This is the first amendment to the original interlocal agreement, which provides ongoing access to inpatient hospital services for needy individuals in the state of Nevada. This agreement provides the non-federal share of supplemental payments to hospitals for inpatient hospital care provided to Medicaid recipients. This amendment increases the maximum amount from \$44,982,768 to \$48,482,768 due to an increase in the non-federal share of the supplemental payment.				
	Term of Contract:	01/01/2014 - 12/31/2017	Contract # 16302			
10.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	MYERS & STAUFFER LC	GENERAL 50% FEDERAL 50%	\$890,000	Exempt
	Contract Description:	This is the fourth amendment to the original contract, which provides services to audit Managed Care Organizations, Patient Trust funds and Cost Reports of Nursing Facilities. This amendment adds language to the scope of work for the Certified Behavioral Health Clinic Planning grant in the amount of \$600,000 for vendor's support to provide assistance with designing, developing and incorporating a value-based purchasing reimbursement approach, adds \$290,000 for the Substance Abuse Prevention & Treatment Agency grant for a substance abuse rate setting project, and adds the Division of Public and Behavioral Health as party to the contract. This amendment increases the maximum amount from \$7,515,107 to \$8,405,107 due to an increase in the scope of work.				
	Term of Contract:	07/01/2013 - 06/30/2017	Contract # 14275			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
11.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	AMERIGROUP NEVADA, INC.	GENERAL 40% FEDERAL 60%	\$773,918,057		
		Contract Description:	This is the eighth amendment to the original contract, which provides ongoing managed care services for Medicaid and Nevada Check Up recipients. This amendment increases the maximum amount from \$1,464,429,904 to \$2,238,347,961 due to caseload growth and benefit changes.				
		Term of Contract:	07/01/2013 - 06/30/2017	Contract # 14226			
12.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	CHURCHILL COUNTY	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE	\$480,990	Exempt	
		Contract Description:	This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 16409			
13.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	HEALTH PLAN OF NEVADA, INC.	GENERAL 40% FEDERAL 60%	\$1,040,963,547		
		Contract Description:	This is the eighth amendment to the original contract, which provides ongoing managed care services for Medicaid and Nevada Check Up recipients. This amendment increases the maximum amount from \$1,586,465,729 to \$2,627,429,276 due to caseload growth and benefit changes.				
		Term of Contract:	07/01/2013 - 06/30/2017	Contract # 14225			
14.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	HUMBOLDT COUNTY	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE	\$807,549	Exempt	
		Contract Description:	This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 16427			
15.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	MEDICAL TRANSPORTATION MANAGEMENT, INC.	GENERAL 35.1% FEDERAL 64.9%	\$26,809,237		
		Contract Description:	This is a new contract to provide non-emergency transportation brokerage services throughout the state of Nevada. These services will include coordination, management, and reimbursement of non-emergency transportation services.				
		Term of Contract:	07/01/2016 - 06/30/2018	Contract # 17283			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
16.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	BOARD OF REGENTS- UNIVERSITY OF NEVADA SCHOOL OF MEDICINE	GENERAL	\$1,184,651	Exempt
		Contract Description: This is a new contract that continues ongoing postgraduate psychiatric residency services and training for University School of Medicine residents. Term of Contract: 07/01/2015 - 06/30/2017 Contract # 17306				
17.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	BOARD OF REGENTS- UNIVERSITY OF NEVADA SCHOOL OF MEDICINE	GENERAL	\$600,000	Exempt
		Contract Description: This is a new contract that continues ongoing psychiatric services outside regular operating hours. This contract provides a training program for residents and enables services such as on-call, patient observation unit, high risk rounds and psychiatric evaluations to be performed on a 24/7/365 basis. Term of Contract: 07/01/2015 - 06/30/2017 Contract # 17307				
18.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	WELL CARE PHARMACY I, LLC	GENERAL	\$130,800	
		Contract Description: This is the second amendment to the original contract, which continues ongoing injectable psychiatric medication delivery services to the urban clinics to cover the costs of co-pays and deductibles for those patients carrying private insurance. This amendment increases the maximum amount from \$49,200 to \$180,000 due to an increase in prescribing these new medications due to their efficacy and an increase in the number of patients carrying private insurance. Term of Contract: 06/11/2013 - 06/30/2017 Contract # 14338				
19.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - WIC FOOD SUPPLEMENT	FIDELITY INFORMATION SERVICES, LLC	FEDERAL	\$0	
		Contract Description: This is the first amendment to the original contract, which provides new electronic benefit transfer processing for Women, Infants and Children eligible clients. This amendment reassigns obligation from JP Morgan Electronic Financial Services, Inc. to Fidelity Information Services, LLC. The authorization will transfer upon approval, but the services transfer will occur after successful conversion of all applicable data on or before July 31, 2016. This contract relates to contract #21. Term of Contract: 07/01/2010 - 06/30/2018 Contract # 10847				
20.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	DELOITTE CONSULTING, LLP	GENERAL 4% FEDERAL 96%	\$650,000	
		Contract Description: This is the fourteenth amendment to the original contract, which continues development and implementation of the Health Care Reform Eligibility Engine that is a business rules engine to store all of the eligibility rules for the State of Nevada's publicly-subsidized health coverage programs in one place accessible to individuals shopping for health coverage from multiple entry points as mandated by the Affordable Care Act of 2010. This amendment increases the maximum amount from \$53,436,907.35 to \$54,086,907.35, revises Attachment AA - Deliverable Payment Schedule, and incorporates Change Order 76. Term of Contract: 07/01/2012 - 09/30/2016 Contract # 13439				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
21.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ADMINISTRATION	FIDELITY INFORMATION SERVICES, LLC	GENERAL 47.5% FEDERAL 52.5%	\$4,668,692		
		Contract Description: This is new contract that is a partial assignment of contract number 10451 from JP Morgan Electronic Financial services (JP Morgan) to Fidelity Information Services, LLC. This assignment only transfers the electronic benefits services effective upon successful conversion, which is anticipated to be on or before July 31, 2016. Child Support debit card services will remain with JP Morgan. This contract relates to contract #19.					
		Term of Contract:	Upon Approval - 06/30/2018	Contract # 17295			
22.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	CHURCHILL COUNTY	OTHER: ASSESSMENTS	\$573,670	Exempt	
		Contract Description: This is a new interlocal revenue agreement that continues ongoing child protective services pursuant to NRS 432B.326.					
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 17239			
23.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NORTHERN NEVADA CHILD AND ADOLESCENT SERVICES	NETSMART TECHNOLOGIES, INC.	OTHER: FUNDS FOR HEALTHY NEVADA	\$105,675	Sole Source	
		Contract Description: This is a new contract that continues ongoing support and upgrades to the myAvatar case management and billing application for children's mental health. This upgrade will include hosting, hardware, software, data backup and recovery. The application will also include point of service/batch scanning for capturing critical content and documents into electronic health records.					
		Term of Contract:	12/01/2015 - 02/28/2016	Contract # 17292			
24.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD AND ADOLESCENT SERVICES	CLARK COUNTY DEPARTMENT OF REAL PROPERTY MANAGEMENT	OTHER: RENTAL INCOME	\$1,108,181		
		Contract Description: This is a new interlocal revenue agreement that continues an ongoing sublease at 4180 S. Pecos Rd. to co-locate services for clients in the Las Vegas area. This agreement will extend the termination date from November 30, 2015 to November 30, 2018 with a one year option to renew.					
		Term of Contract:	12/01/2015 - 11/30/2018	Contract # 17273			
25.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD & ADOLESCENT SERVICES	GREENSCAPES OF NEVADA, LLC	GENERAL 44% OTHER: RENTAL INCOME, CLIENT CHARGES 2% FEDERAL 54%	\$58,347		
		Contract Description: This is the second amendment to the original contract, which provides landscaping projects at Desert Willow Treatment Center and the West Charleston Campus. This amendment increases the maximum amount from \$172,800 to \$231,147 due to additional deferred maintenance projects.					
		Term of Contract:	09/01/2012 - 08/31/2016	Contract # 13625			

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26.	440	DEPARTMENT OF CORRECTIONS All Budget Accounts	CALIFORNIA PRISON INDUSTRY AUTHORITY	GENERAL	\$200,000	
		Contract Description: This is a new interlocal agreement to provide shoes for the inmate population. Term of Contract: Upon Approval - 01/11/2020 Contract # 17286				
27.	652	DEPARTMENT OF PUBLIC SAFETY - PAROLE AND PROBATION	NATIONAL COUNCIL ON CRIME AND DELINQUENCY	GENERAL	\$70,000	
		Contract Description: This is a new contract to provide a comprehensive review and time study for the investigation and preparation of Pre-sentence Investigation Reports (PSI) throughout the state. Term of Contract: Upon Approval - 09/01/2016 Contract # 17282				
28.	655	DEPARTMENT OF PUBLIC SAFETY - CRIMINAL HISTORY REPOSITORY	MORPHOTRAK, LLC	FEE: FINGERPRINT FEES	\$839,510	Sole Source
		Contract Description: This is the third amendment to the original contract that continues on-going maintenance and repair of the LiveScan fingerprint machines in various law enforcement agencies throughout Nevada. This amendment extends the termination date from January 31, 2016 to June 30, 2018 and increases the maximum amount of the contract from \$463,830.04 to \$1,303,340.48 due to the continued need for these services. This amendment also allows for the replacement of machines as identified in Appendix D - Replacement Schedule over the term of the contract. Term of Contract: 07/01/2011 - 06/30/2018 Contract # 13175				
29.	658	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY SAFETY PLAN AND ADMINISTRATION	TYLER TECHNOLOGIES, INC.	FEDERAL	\$3,000,000	
		Contract Description: This is a new contract that continues ongoing software support, maintenance and hosting of the department's electronic citation and accident report collection system which submits data to the Nevada Citation and Accident Tracking System database. Term of Contract: 12/01/2015 - 11/30/2019 Contract # 17327				
30.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	WASHINGTON STATE UNIVERSITY	OTHER: SPORTSMEN 25% FEDERAL 75%	\$58,250	
		Contract Description: This is the first amendment to the original contract, which provides testing services for wildlife diseases and other wildlife health factors. This amendment increases the maximum amount from \$40,000 to \$98,250 due to an increased volume in lab testing. Term of Contract: 03/05/2015 - 01/31/2019 Contract # 16396				
31.	702	DEPARTMENT OF WILDLIFE - HABITAT	BOARD OF REGENTS-UNR	FEDERAL	\$85,472	Exempt
		Contract Description: This is a new interlocal agreement to provide monitoring of the efficacy of Pinyon-Juniper thinning treatments in sage grouse habitat throughout the intermountain west due to the expansion of Pinyon-Juniper woodlands which has resulted in the loss of critical habitat used by sagebrush-obligate species. Term of Contract: Upon Approval - 06/30/2018 Contract # 17310				
32.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - WATER RESOURCES - DIXIE CREEK TEN MILE GROUND WATER - Non-Exec	U.S. GEOLOGICAL SURVEY	OTHER: BASIN FUNDS	\$995,850	
		Contract Description: This is a new contract to fund modeling studies in the Humboldt River Basin to determine surface water and ground water interaction. Term of Contract: 10/01/2015 - 09/30/2019 Contract # 17301				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
33.	754	DEPARTMENT OF BUSINESS AND INDUSTRY - MANUFACTURED HOUSING	BUREAU VERITAS NORTH AMERICA	FEE: LICENSES AND FEES	\$220,000	
	Contract Description:	This is a new contract that continues ongoing inspection services of mobile/manufactured homes and other related structures statewide.				
		Term of Contract:	Upon Approval - 12/31/2019	Contract # 17290		
34.	754	DEPARTMENT OF BUSINESS AND INDUSTRY - MANUFACTURED HOUSING	CHARLES ABBOTT ASSOCIATES, INC.	LICENSES AND FEES	\$220,000	
	Contract Description:	This is a new contract that continues ongoing inspection services of mobile/manufactured homes and other related structures statewide.				
		Term of Contract:	Upon Approval - 12/31/2019	Contract # 17305		
35.	810	DEPARTMENT OF MOTOR VEHICLES - AUTOMATION	REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA	HIGHWAY	\$125,000	
	Contract Description:	This is the third amendment to the original interlocal revenue contract, which provides for the reimbursement by the Commission for the costs incurred by the department to establish and administer a system to collect gross indexed motor vehicle and special fuel taxes imposed by Clark County pursuant to AB413 of the 77th Legislative Session. This amendment extends the termination date from August 31, 2017 to June 30, 2020 and increases the maximum amount from \$413,072.80 to \$538,072.80 due to the Commission agreeing to pay \$125,000 into an interest-bearing trust account established by the department to be used as reserve funding for the costs incurred by the department to administer the reimbursement system.				
		Term of Contract:	11/12/2013 – 06/30/2020	Contract # 15059		
36.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - VOCATIONAL REHABILITATION	DISABLED MOBILITY SYSTEMS LLC	GENERAL 21.3% FEDERAL 78.7%	\$225,000	
	Contract Description:	This is a new contract to continue ongoing services for modifying and converting new and used vehicles for vocational rehabilitation clients. Modifications/conversions include structural vehicle modifications; installation of mobility equipment and devices including customized and advanced adaptive driving equipment and controls; installation of high tech driving systems; adjustments to fit required equipment to specific needs and equipment repair services as needed.				
		Term of Contract:	Upon Approval - 08/31/2018	Contract # 17278		
37.	950	PUBLIC EMPLOYEES BENEFITS PROGRAM	KPS3	OTHER: 63% STATE SUBSIDY/ 37% PREMIUM REVENUE	\$16,975	Exempt
	Contract Description:	This is the first amendment to the original contract, which provides for an agency website redesign. This amendment increases the maximum amount from \$48,800 to \$65,775 due to an increased scope of work to enhance website tools and functionality.				
		Term of Contract:	11/06/2015 - 11/01/2016	Contract # 17226		
38.	B008	BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS	ALLISON MACKENZIE PAVLAKIS	OTHER: AGENCY FUNDS	\$280,000	Professional Service
	Contract Description:	This is a new contract to provide the ongoing services of skilled and experienced legal counsel.				
		Term of Contract:	Upon Approval - 12/31/2017	Contract # 17293		

MASTER SERVICE AGREEMENT

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
	MSA	VARIOUS STATE AGENCIES	CTL, INC.	OTHER: VARIOUS	\$20,000,000	
MSA 1.	Contract Description:	This is a new participating addendum to execute a statewide learning technology initiative based on the Nevada Ready 21 Plan. The State of Nevada intends to participate in the NASPO ValuePoint Learning Technology Initiative multi-state contract. The program will provide personal learning devices for every middle and high school student and teacher, and the ongoing professional learning to guide their transformation.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 17313		

INFORMATION CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	ACCURATE PAINTING, INC.	FEE: BUILDINGS AND GROUNDS BUILDING RENTAL FEES	\$18,000	
	Contract Description:	This is the first amendment to the original contract, which continues ongoing painting services to various state buildings in the Reno/Carson City area on an as needed basis upon the request and approval of a Buildings and Grounds designee. This amendment will increase the maximum amount from \$24,500 to 42,500 due to upcoming projects at various state owned buildings.				
		Term of Contract:	06/05/2012 - 05/31/2016	Contract # 13302		
2.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	VORTEX INDUSTRIES, INC.	FEE: BUILDINGS AND GROUNDS BUILDING RENT INCOME FEES	\$25,000	
	Contract Description:	This is a new contract that continues ongoing door and window installation and repair services for state-owned buildings in the Las Vegas area.				
		Term of Contract:	01/09/2016 - 01/08/2020	Contract # 17269		
3.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - HEALTH AND HUMAN SERVICES CIP PROJECTS - NON-EXEC	ENGINEERING PARTNERS, LLC	BONDS	\$29,300	Professional Service
	Contract Description:	This is a new contract to provide professional mechanical/electrical engineering and design services for the HVAC Systems Renovations to buildings 1301-1306 at the Desert Regional Center in Las Vegas: CIP Project No. 15-M18; SPWD Contract No. 109852.				
		Term of Contract:	11/26/2015 - 06/30/2019	Contract # 17289		
4.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF CORRECTIONS CIP PROJECTS - NON-EXEC	JBA CONSULTING ENGINEERS, INC.	BONDS 99% OTHER: TRANSFER FROM CAPITAL PROJECTS FUND - REALLOCATED BOND FUNDING 1%	\$49,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services to replace rooftop units at the Florence McClure Women's Correctional Center, CIP Project No. 15-M05, SPWD Contract No. 109850.				
		Term of Contract:	12/08/2015 - 06/30/2019	Contract # 17300		
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	FRAME ARCHITECTURE, INC.	BONDS 79% OTHER: TRANSFER FROM CAPITAL PROJECTS FUND 21%	\$15,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the roof replacement project at the Sierra Regional Center, buildings 602 to 605: CIP Project No. 15-S01-9; SPWD Contract No. 109904.				
		Term of Contract:	12/18/2015 - 06/30/2019	Contract # 17323		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	PAUL CAVIN ARCHITECT, LLC	BONDS	\$48,690	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Lake's Crossing psychiatric hospital Americans with Disabilities Act upgrades project: CIP Project No. 15-S02-1; SPWD Contract No. 109882.				
		Term of Contract:	12/18/2015 - 06/30/2019	Contract # 17316		
7.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	ETCHEMENDY ENGINEERING, INC.	BONDS	\$28,850	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services to the air handling unit replacement project for the Blasdel Building in Carson City: CIP Project No. 15-M24; SPWD Contract No. 109877.				
		Term of Contract:	12/21/2015 - 06/30/2019	Contract # 17317		
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	ROUNDS ENGINEERING, LTD	BONDS	\$12,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services to replace chillers and boilers at the Supreme Court Building in Carson City: CIP Project No. 15-M22; SPWD Contract No. 109856.				
		Term of Contract:	11/26/2015 - 06/30/2019	Contract # 17288		
9.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION	ENGINEERING PARTNERS, LLC	OTHER: AGENCY FUNDED CIP	\$36,000	Professional Service
	Contract Description:	This is a new contract to provide professional engineering and design services to replace HVAC units in the administration building and housing units 1 and 2 at Summit View Youth Center in North Las Vegas. CIP Project No. 16-A012; SPWD Contract No. 109774.				
		Term of Contract:	11/25/2015 - 06/30/2020	Contract # 17285		
10.	089	DEPARTMENT OF ADMINISTRATION - HEARINGS AND APPEALS	CARA L. BROWN	OTHER: ASSESSMENTS	\$40,000	Professional Service
	Contract Description:	This is a new contract which provides services as an appointed Special Appeals Officer for the Division of Hearings & Appeals to handle cases related to Human Resource Management, Department of Employment Training and Rehabilitation, Department of Education and Medicaid provider matters.				
		Term of Contract:	09/01/2015 - 08/31/2017	Contract # 17080		
11.	089	DEPARTMENT OF ADMINISTRATION - HEARINGS AND APPEALS	GENTILE, MARK L	OTHER: ASSESSMENTS	\$40,000	Professional Service
	Contract Description:	This is a new contract which provides services as an appointed Special Appeals Officer for the Division of Hearings & Appeals to handle cases related to Human Resource Management, Department of Employment Training and Rehabilitation, Department of Education and Medicaid provider matters.				
		Term of Contract:	09/01/2015 - 08/31/2017	Contract # 17125		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
12.	089	DEPARTMENT OF ADMINISTRATION - HEARINGS AND APPEALS	LAMBOLEY, PAUL H.	OTHER: ASSESSMENTS	\$40,000	Professional Service
	Contract Description:	This is a new contract which provides services as an appointed Special Appeals Officer for the Division of Hearings & Appeals to handle cases related to Human Resource Management, Department of Employment Training and Rehabilitation, Department of Education and Medicaid provider matters.				
		Term of Contract:	09/01/2015 - 08/31/2017	Contract # 17082		
13.	089	DEPARTMENT OF ADMINISTRATION - HEARINGS AND APPEALS	LEVITT, LANSFORD W.	OTHER: ASSESSMENTS	\$40,000	Professional Service
	Contract Description:	This is a new contract which provides services as an appointed Special Appeals Officer for the Division of Hearings & Appeals to handle cases related to Human Resource Management, Department of Employment Training and Rehabilitation, Department of Education and Medicaid provider matters.				
		Term of Contract:	09/01/2015 - 08/31/2017	Contract # 17078		
14.	089	DEPARTMENT OF ADMINISTRATION - HEARINGS AND APPEALS	OLDENBURG, VICTORIA T.	OTHER: ASSESSMENTS	\$40,000	Professional Service
	Contract Description:	This is a new contract which provides services as an appointed Special Appeals Officer for the Division of Hearings & Appeals to handle cases related to Human Resource Management, Department of Employment Training and Rehabilitation, Department of Education and Medicaid provider matters.				
		Term of Contract:	09/01/2015 - 08/31/2017	Contract # 17081		
15.	089	DEPARTMENT OF ADMINISTRATION - HEARINGS AND APPEALS	VIRGINIA L. HUNT	OTHER: ASSESSMENTS	\$40,000	Professional Service
	Contract Description:	This is a new contract which provides services as an appointed Special Appeals Officer for the Division of Hearings & Appeals to handle cases related to Human Resource Management, Department of Employment Training and Rehabilitation, Department of Education and Medicaid provider matters.				
		Term of Contract:	09/01/2015 - 08/31/2017	Contract # 17095		
16.	089	DEPARTMENT OF ADMINISTRATION - HEARINGS AND APPEALS	ZENTZ, ROBERT ESQ	OTHER: ASSESSMENTS	\$40,000	Professional Service
	Contract Description:	This is a new contract which provides services as an appointed Special Appeals Officer for the Division of Hearings & Appeals to handle cases related to Human Resource Management, Department of Employment Training and Rehabilitation, Department of Education and Medicaid provider matters.				
		Term of Contract:	09/01/2015 - 08/31/2017	Contract # 17096		
17.	102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT -	HOBBS ONG & ASSOCIATES, INC.	GENERAL	\$20,000	
	Contract Description:	This is a new contract to provide consulting services for research, calculations and technical assistance on Tax Increment Financing related to potential projects in Special Improvement Districts located in southern Nevada.				
		Term of Contract:	10/01/2015 - 06/30/2016	Contract # 17325		
18.	300	DEPARTMENT OF EDUCATION - STUDENT AND SCHOOL SUPPORT	BOARD OF REGENTS- UNR	FEDERAL	\$49,458	
	Contract Description:	This is a new interlocal agreement to continue ongoing comprehensive evaluations of the Nevada Now is the Time-Project Aware grant program. This evaluation includes data collections, creation of strategic plans, measurement of progress, and focus on the overall program objectives. Relates to Contract #6 in Exhibit #2.				
		Term of Contract:	10/01/2015 - 01/11/2016	Contract # 17233		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
19.	300	DEPARTMENT OF EDUCATION	CAYEN SYSTEMS, LLC	FEDERAL	\$26,259	Sole Source
	Contract Description:	This is the fourth amendment to the original contract, which provides annual maintenance and support for the Cayen After School 21 Statewide System and 60 sites in support of the Nevada 21st Century Community Learning Centers program. This amendment extends the termination date from November 30, 2015 to November 30, 2016 and increases the maximum amount from \$75,820 to \$102,079 due to the continued need for these services.				
		Term of Contract:	03/12/2013 - 11/30/2016	Contract # 13995		
20.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	ESMERALDA COUNTY TREASURER	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE	\$12,274	Exempt
	Contract Description:	This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 16419		
21.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	EUREKA COUNTY TREASURER	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE	\$49,077	Exempt
	Contract Description:	This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 16425		
22.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NORTHERN NEVADA CHILD AND ADOLESCENT SERVICES	HEIRLOOM HOMES & CONSTRUCTION	GENERAL	\$24,990	
	Contract Description:	This is a new contract to provide an upgrade to existing cabinetry in the family learning homes, as identified in the Public Works Board Facility Condition Analysis.				
		Term of Contract:	12/02/2015 - 12/31/2015	Contract # 17287		
23.	440	DEPARTMENT OF CORRECTIONS - PRISON INDUSTRY	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	OTHER: PRISON INDUSTRY FUNDS	\$15,000	
	Contract Description:	This is a new contract to provide disposal of packaged laboratory chemical waste located at Northern Nevada Correctional Center Silver State Industries furniture manufacturing, paint shop, metal shop and print shop facilities.				
		Term of Contract:	11/19/2015 - 06/30/2017	Contract # 17102		
24.	440	DEPARTMENT OF CORRECTIONS	INLAND POTABLE SERVICES, INC.	GENERAL	\$49,485	
	Contract Description:	This is a new contract to provide potable water storage tank inspection, cleaning and repair services to correctional facilities statewide.				
		Term of Contract:	12/02/2015 - 06/30/2016	Contract # 17183		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
25.	702	DEPARTMENT OF WILDLIFE - WILDLIFE CIP - NON-EXEC	MCELHANEY STRUCTURAL ENGINEERS, LLC	FEE: SPORTSMAN FEES 25% BONDS 25% FEDERAL 50%	\$49,999	Professional Service
	Contract Description:	This is a new contract to provide as needed-structural engineering services in the eastern, southern and western regions of the state. Services may include but not limited to structural engineering design and preparation of construction documents, structural evaluation and construction inspection.				
		Term of Contract:	12/17/2015 - 09/30/2019	Contract # 17333		
26.	702	DEPARTMENT OF WILDLIFE - HABITAT	BOARD OF REGENTS- UNR	FEDERAL	\$24,675	Professional Service
	Contract Description:	This is a new interlocal agreement to provide financial support and technical assistance to increase available resources for plant species identification at the University of Nevada Reno.				
		Term of Contract:	12/14/2015 - 12/31/2016	Contract # 17311		
27.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER QUALITY PLANNING	2NDNATURE	FEDERAL	\$24,999	Professional Service
	Contract Description:	This is a new contract to ensure the successful launch of the Lake Clarity Crediting Program, the urban stormwater accounting and tracking system used by Lake Tahoe Total Daily Maximum Load Program, by: (1) providing access and maintenance of online stormwater tools hosted on private servers; (2) resolving program instabilities and logging suggestions for tool improvements; and (3) providing support and training to tool users during the registration process.				
		Term of Contract:	11/18/2015 - 06/30/2018	Contract # 16998		
28.	800	DEPARTMENT OF TRANSPORTATION	NEVADA STATE FIRE MARSHAL	HIGHWAY	\$49,999	Exempt
	Contract Description:	This is the second amendment to the original interlocal agreement, which provides an ongoing review of NDOT building projects in accordance with NRS 477.030 and NAC 477. This amendment extends the termination date from December 31, 2015 to December 31, 2020 and increases authority by \$49,999 from \$100,000 to \$149,999 due to the continued need for these services.				
		Term of Contract:	05/11/2010 - 12/31/2020	Contract # 10959		
29.	810	DEPARTMENT OF MOTOR VEHICLES - AUTOMATION	GARTNER, INC.	HIGHWAY	\$36,500	Exempt
	Contract Description:	This is a new contract for subscription-based research and related services for the Motor Vehicle Information Technology Division's professional staff. This includes, but is not limited to, providing information about best practices related to cloud services, mobile application development, network design, system strategy, modernizing computer applications and customer relationship management type application solutions. Pursuant to NRS 332.195, the vendor has authorized the Department to join or use the City of Las Vegas' contract with Gartner Corporation.				
		Term of Contract:	12/02/2015 - 12/31/2016	Contract # 17296		
30.	B001	BOARD OF ACCOUNTANCY	KOHN & COMPANY	OTHER: AGENCY LICENSE AND APPLICATION FEES	\$23,100	Professional Service
	Contract Description:	This is the first amendment to the original contract to provide continued financial statement audit services. The amendment increases the maximum amount from \$21,350 to \$44,450 and extends the termination date from December 31, 2015 to December 31, 2018 due to the continued need for these services.				
		Term of Contract:	01/01/2013 - 12/31/2018	Contract # 13705		
31.	B026	BOARD OF OSTEOPATHIC MEDICINE	BERKLEY, BERKLEY & ANDREWS	OTHER: AGENCY FUNDS	\$16,500	Professional Service
	Contract Description:	This is the second amendment to the original contract for outside accounting services, which extends the termination date from December 31, 2015, to December 31, 2018 and increases the maximum amount from \$89,794 to \$106,294 due to the continued need for these services.				
		Term of Contract:	12/13/2011 - 12/31/2018	Contract # 12799		

DETAILED AGENDA

January 12, 2016

1. PUBLIC COMMENTS

Comments:

*2. FOR POSSIBLE ACTION – APPROVAL OF THE DECEMBER 8, 2015 BOARD OF EXAMINERS’ MEETING MINUTES

Clerk’s Recommendation: I recommend approval.

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

Comments:

*3. FOR POSSIBLE ACTION – APPROVAL TO ACCEPT A DONATION OF LAND

A. Department of Conservation and Natural Resources – State Lands

Pursuant to NRS 353.335, the Department of Conservation and Natural Resources, Division of State Lands is requesting approval to accept a donation of land for the benefit of the Division of State Parks. **This item is contingent upon IFC approval.**

Clerk’s Recommendation: I recommend approval.

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

Comments:

4. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASES

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 – Fleet Services	1	\$28,650
Department of Conservation and Natural Resources – Environmental Protection – Air Quality	1	\$33,281
Department of Conservation and Natural Resources – Environmental Protection – Industrial Site Cleanup	1	\$32,290
Peace Officers’ Standards and Training Commission	1	\$8,636
Total	4	\$102,857

Clerk’s Recommendation: I recommend approval.

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

Comments:

***5. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEES**

A. Department of Public Safety – Emergency Management

Pursuant to NRS 333.705, subsection 1, the division requests authority to contract with Andrew Gagliardo, a former Communications Systems Specialist, to support the development and deployment of an Interoperable Communications Plan for the State of Nevada.

Clerk’s Recommendation: I recommend approval.

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

Comments:

B. Department of Transportation

Pursuant to NRS 333.705, subsection 1, the Department of Transportation requests authority to contract with Scott Carroll, a former Supervisor III, Associate Engineer on the Northern Nevada Traffic study awarded to the CA Group.

Clerk’s Recommendation: I recommend approval.

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

Comments:

C. Department of Transportation

Pursuant to NRS 333.705, subsection 1, the Department of Transportation requests authority to contract with Mark Elicegui, a former Chief Structures Engineer, to perform the role of Principal Project Engineer on various NDOT Traffic Safety Engineering projects awarded to Parsons Transportation Group.

Clerk’s Recommendation: I recommend approval.

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

Comments:

D. Department of Transportation

Pursuant to NRS 333.705, subsection 1, the Department of Transportation (NDOT) requests authority to contract with James Ceragioli, a former Senior Safety Coordinator. NDOT has an existing contract with the CA Group for a Northern Nevada Traffic study.

Clerk’s Recommendation: I recommend approval.

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

Comments:

E. Department of Transportation

Pursuant to NRS 333.705, subsection 1, the Department of Transportation (NDOT) requests authority to contract with Paula Aiazzi, a former Business Process Analyst I, to manage the implementation of a department-wide DocuSign solution. The employee will support NDOT part-time from February 1, 2016 through April 30, 2107.

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

F. Department of Health and Human Services – Director's Office and Division of Welfare and Supportive Services

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services Director's Office and the Division of Welfare and Supportive Services requests authority to contract with Jeffery Stroup, a Graduate Research Assistant currently employed by the University of Nevada, Reno to conduct econometric and statistical analysis on human service caseloads.

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

***6. FOR POSSIBLE ACTION – APPROVAL/REVIEW OF AN EMERGENCY CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEE**

A. Department of Transportation

Pursuant to NRS 333.705, subsection 4, the Department of Transportation seeks a favorable recommendation regarding the division's determination to use the emergency provision to contract with a former Maintenance Management Coordinator II from October 05, 2015 through February 05, 2016 to assist in the development of the Request for Proposals requirements for the replacement of the Maintenance Management System.

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

***7. FOR POSSIBLE ACTION – APPROVAL OF A CRITICAL LABOR SHORTAGE**

Pursuant to NRS 286.523, it is the policy of this State to ensure that the reemployment of a retired public employee pursuant to this section is limited to positions of extreme need. An employer who desires to employ such a retired public employee to fill a position for which there is a critical labor shortage must make the determination of reemployment based upon the appropriate and necessary delivery of services to the public.

A. Department of Public Safety – Director’s Office

Pursuant NRS 286.523, the Director of the Department of Public Safety (DPS) requests that the Board of Examiners designate DPS Officer I and DPS Officer II as “critical need positions” and grant a Public Employees Retirement System (PERS) exception for the reemployment of qualifying retired employees to fill positions for which a critical labor shortage has been appropriately designated.

Clerk’s Recommendation: I recommend approval.

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

Comments:

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

**A. Prison Legal News Payable to Allen Lichtenstein, Esq.
Claim Number: TC17378
Settlement Amount: \$475,000**

Recommendation: The claim be paid in the amount of \$475,000.

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

Comments:

***9. FOR POSSIBLE ACTION – LEASES**

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

Clerk’s Recommendation: I recommend approval.

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

Comments:

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

Thirty-eight independent contracts were submitted to the Board for review and approval.

Clerk’s Recommendation: I recommend approval.

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

Comments:

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

One independent contract was submitted to the Board for review and approval.

Clerk’s Recommendation: I recommend approval.

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

Comments:

12. **CONTRACTS APPROVED BY THE CLERK OF THE BOARD ([Attached as Exhibit 4](#)) – INFORMATION ITEM**

Pursuant to NRS 333.700 subsection 7 (a), the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 – \$49,999). Attached is a list of all applicable approvals for contracts and amendments approved from November 16, 2015 through December 18, 2015.

Thirty-one contracts were submitted for the boards review

Comments:

13. **INFORMATION ITEMS**

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

Pursuant to NRS 321.5954, 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, 2015.

Additional Information:

- **1989 Tahoe Basin Act**
 - There were no transfers of lands or interest in lands during the quarter.
- **Lake Tahoe Mitigation Program**
 - The agency reports that there were no acquisitions of land or interest during the quarter. However, one transfer of interest in real property occurred during this quarter. The transaction resulted in a total of \$59,805 in proceeds for the Nevada Land Bank.

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

Pursuant to NRS 321.5954, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending December 31, 2015.

Additional Information:

- **1989 Tahoe Basin Act**
 - There were no transfers of lands or interest in lands during the quarter.

- **Lake Tahoe Mitigation Program**
 - The agency reports that there were no acquisitions of land or interest during the quarter.

C. Governor’s Finance Office – Budget Division

The Division presents a reconciled fund balance report for the Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, and IFC Contingency Funds as of December 18, 2015. Below is the available balance for each account.

Additional Information:

Statutory Contingency Account	\$ 2,499,036.25
Stale Claims Account	\$ 2,906,845.43
Emergency Account	\$ 279,841.00
Disaster Relief Account	\$ 6,727,748.24
IFC Contingency Fund General Fund	\$13,789,292.51
IFC Contingency Highway Fund	\$ 1,676,832.35

14. BOARD MEMBERS’ COMMENTS/PUBLIC COMMENTS

Comments:

***15. FOR POSSIBLE ACTION – ADJOURNMENT**

Clerk’s Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

MINUTES

MEETING OF THE BOARD OF EXAMINERS

December 8, 2015

The Board of Examiners met on December 8, 2015, in The Guinn Room at the Capital Building, 101 N. Carson St., Carson City, Nevada, at 10:00 a.m. Present were:

Members:

Governor Brian Sandoval
Secretary of State Barbara Cegavske
James R. Wells, Clerk

Others Present:

Cody Phinney, Department of Health and Human Services, Public and Behavioral Health
Liz Obrien, Department of Wildlife
Rique Robb, Department of Health and Human Services Aging and Disability Services
Miki Allard, Department of Health and Human Services, Welfare and Supportive Services
Chrysal Moln, Department of Health and Human Services
Kacey KC, Department of Conservation and Natural Resources
Scott Sisco, Department of Corrections
Mary Byington, Department of Corrections
W.C. (Bill) Quenga, Department of Corrections – Prison Industry
Brian Connett, Department of Corrections - Prison Industry
Justin Pope, Department of Corrections
Lane Hanner, Department of Corrections
Jim Lawrence, Department of Conservation and Natural Resources
Melaine Mason, Department of Employment, Training and Rehabilitation
John Borrowman, Department of Corrections
Julie Kotchevar, Department of Health and Human Services, Aging and Disability Services
Jill Berntson, Department of Health and Human Services, Aging and Disability Services
Jeff Haag, Department of Administration, Purchasing
Mindy Martini, Department of Education
Audra Blackwell, Department of Education
Ellen Crecelius, Department of Health and Human Services
Amy Garland, Department of Veterans Services
Rick Martin, Department of Public Safety, Emergency Management
Justin Luna, Department of Public Safety, Emergency Management
Sue Smith, Department of Health and Human Services, Welfare and Supportive Services
Jack Zenteug, Department of Health and Human Services, Welfare and Supportive Services
Kurt Green, Department of Health and Human Services, Public and Behavioral Health
Steve Thaler, Douglas County
Bonnie Long, Department of Health and Human Services, Health Care, Financing and Policy
Wendy Simons, Department of Veterans Services
Andrea Allen, Department of Business & Industry

Lisa Figueroa, Department of Business & Industry
Ed James, Carson Water District
Rudy Malfabon, Department of Transportation
Dennis Gallagher, Attorney General's Office
Craig Burnside
Gus Nunez, Department of Administration, Public Works
Sean Dodge, Department of Health and Human Services, Public and Behavioral Health
Priscilla Colegrove, Department of Health and Human Services, Child and Family Services
Scott Anderson, Secretary of State's Office
Kelvin Hickenbottom, Department of Conservation and Natural, Water Resources
Edmund Quaglieri, Department of Conservation and Natural, Water Resources
Jennifer Ouellette, LCB
Jackie Bogdanowicz, LCB
Kathy Wynands, Department of Employment, Training and Rehabilitation
Cadence Matijevich, Secretary of State's Office
Kelly Lafeyette, Department of Administration, Public Works, Leasing Services
Norman Harry, Washoe Tribe of NV & CA
Buzz Harris, WBA ENT
Andrew Jorgensen, Department of Education
Steve Fisher, Department of Health and Human Services, Welfare and Supportive Services
Janice John, Department of Employment, Training and Rehabilitation
Rebecca Salazar, Department of Administration, Victims of Crime Program
Craig Korsgaard, Department of Corrections, Prison Industries
Diane Darta, Department of Corrections, Prison Industries
Rick Rassier, Department of Health and Human Services, Child and Family Services
Barbara Largo, Osteopathic Board

1. PUBLIC COMMENTS

Comments:

Governor: Good morning everybody. I will call the Board of Examiner's Meeting to order. The Attorney General will not be present, so I'm going to commence with the Secretary of State. Can you hear us loud and clear in Las Vegas? Just wave at me if you can.

Las Vegas: Yes Governor.

Governor: All right, thank you. Agenda Item No. 1, Public Comment. Is there any member of the public here in Carson City that would like to provide comment to the Board? Anyone present in Las Vegas that would like to provide public comment to the Board?

Las Vegas: No Governor.

*2. FOR POSSIBLE ACTION – APPROVAL OF THE NOVEMBER 10, 2015 BOARD OF EXAMINERS' MEETING MINUTES

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: All right, thank you. Agenda Item No. 1, Public Comment. Is there any member of the public here in Carson City that would like to provide comment to the Board? Anyone present in Las Vegas that would like to provide public comment to the Board?

Las Vegas: No Governor.

Governor: Thank you. We'll move to Agenda Item No. 2, which is Approval of the November 10, 2015 Board of Examiner Meeting Minutes. Madam Secretary, you will notice that these are summary minutes, versus verbatim minutes. We had an audio problem at the last meeting. I will tell you in all honesty, I prefer the summary minutes, versus the verbatim minutes, but it is what it is, but I believe upon my review of the minutes that they accurately reflect what happened at the last meeting of the Board of Examiners.

Secretary: And I agree with you.

Governor: Okay. So, if there are not any changes or comments, the Chair will accept a motion for approval.

Secretary: Okay, I move for approval of the November 10th, Board of Examiner's Minute Meeting or Meeting Minutes.

Governor: Secretary has moved for approval. I will second the motion. All in favor say aye. [ayes around] That motion passes 2-0.

***3. FOR POSSIBLE ACTION – APPROVAL TO PAY A CASH SETTLEMENT**
Pursuant to Article 5, Section 21 of the Nevada Constitution, the State Board of Examiners shall examine all claims against the State.

A. Department of Transportation (NDOT) – Administration – \$127,000

The department requests settlement approval in the total amount of \$127,000 to fully resolve an eminent domain action to acquire three parcels of real property owned by Iyad Haddad, located at 1725 Loch Lomond Way, 1729 Loch Lomond Way and 1901 Loch Lomond Way in Las Vegas for Project NEON. NDOT previously deposited \$680,000 with the Court for a right of occupancy. NDOT now requests an additional \$127,000 to resolve the action. Approval of the additional amount of \$127,000 would bring the total to \$807,000.

Clerk’s Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

We’ll move to Agenda Item No. 3, which is the Approval to Pay a Cash Settlement. Mr. Wells, good morning.

Clerk: Good morning Governor. Item No. 3 is a request for approval of a cash settlement from the Department of Transportation in the amount of \$127,000 that will fully resolve an eminent domain action to acquire three parcels of property in Las Vegas for Project NEON. When combined with the previously deposited amount of \$680,000, the \$807,000 will resolve the eminent domain action. Mr. Gallagher and Director Malfabon are here for any questions.

Governor: Good morning gentlemen.

Rudy Malfabon: Good morning.

Dennis Gallagher: Good morning.

Rudy Malfabon: So, Governor, the—as you’re aware, the Transportation Board previously a condemnation action to part of these parcels and we were unable to reach a resolution with the owner. We had appraised the value of the three parcels, made him an offer, which he rejected and he was assessing or determining that the property was worth more but he was basing it on pro-rata of—pro-ration of what he saw in a newspaper article for some other assemblage of parcels. No other information was provided to the Department to justify that higher value, in his mind. So, we proceeded with condemnation action. We received from the Court, the ability to enter into the parcels. That seemed to push him to counteroffer, which we rejected based on our process, which is an appraised value. Eventually, he did accept our counteroffer, a total of

\$807,000. So, we're requesting for the additional amount to reach settlement on these acquisition of the three parcels in the Loch Lomond Trust.

Dennis Gallagher is here and I wanted to thank the Attorney General's Office for the support; from John Watucki and Mr. Gallagher in achieving this resolution. We feel it's a fair and equitable resolution for the taxpayers.

Governor: Thank you Direct Malfabon. So, we had originally offered the \$680,000 and he had rejected that?

Rudy Malfabon: Yes.

Governor: So, this \$127,000 is new money?

Rudy Malfabon: Yes.

Governor: And, based on my experience, that amount of money is probably a fraction of what it would've cost to go to trial and likely we would've had to absorb our own attorney's fees as well as the landowner's?

Rudy Malfabon: Yes Governor. That additional amount was based on recent valuations of parcels that were—other properties in that area that were bought. So, that new information helped us to raise the counteroffer.

Governor: But I guess the point I'm making is that, not only was this in the range of fair and equitable amount of money in terms of giving the landowner full value for his property or for its property, but also the State saves those attorney's fees and costs which, unfortunately, add up really fast.

Rudy Malfabon: Yes.

Dennis Gallagher: For the record, Dennis Gallagher. Governor, just to follow-up on that. These additional funds too were justified by the Right-of-Way Division of NDOT due to appreciation in that particular market area. The initial appraisal that had valued these three parcels or properties at approximately \$680,000 was from the Spring of 2014. So, when NDOT went in and looked at some more recent comparable sales, they were able to make the recommendation that these additional funds were fair, just and equitable; both to the property owner as well as the tax payers.

Governor: And another reason to settle, or resolve it now, because that property went up by more than 10% in a year.

Rudy Malfabon: And you are correct. Any time we avoid going to court to settle these differences, it saves us a lot of money in legal fees.

Governor: As I said, I guess it's good news, bad news. The good news is, the property values are increasing there in Southern Nevada. The bad news is, you know, we have—I don't know if it's bad news, but we have to make up for that difference and the increase in that time period. So, anyhow, Madam Secretary, any questions?

Secretary: Yes, thank you Governor. And, I wanted to thank you and also thank your staff. Jim was great. I called and asked some questions that you answered in your introductory presentation, so thank you for that. I wanted to know how it was determined because in Las Vegas, we have a lot of eminent domain issues going back for years. So, I wanted to know exactly what you said. So, can you tell me exactly where the property is? Is it in back off of Las Vegas Boulevard? Is it the property right in back of it?

Rudy Malfabon: It's actually behind Martin Luther King, kind of south of the Scotch 80s neighborhood.

Secretary: Oh, okay. All right. So, is there anything there or is it vacant property? Are there buildings there that have to be torn down?

Rudy Malfabon: Yes. They might have already been torn down already.

Secretary: Its homes? Are they homes?

Dennis Gallagher: Yes, they were all three single family homes.

Secretary: Okay, and probably built in the 50s, approximately?

Rudy Malfabon: Probably 50s, early 60s.

Secretary: All right, thank you. Thank you Governor.

Governor: Thank you Madam Secretary, anything else? Anything else gentlemen?

Rudy Malfabon: Thank you Governor. Thank you Madam Secretary.

Governor: If there are no further questions, the Chair will accept a motion to approve a cash settlement of \$127,000 as described in Agenda Item 3A.

Secretary: So moved Governor.

Governor: The Secretary has moved for approval. I'll second the motion, all in favor, say aye. [ayes around] That motion passes 2-0.

***4. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASES**

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Public Works – Marlette Lake	1	\$46,825
Department of Administration –Enterprise IT Services	1	\$37,154
Department of Public Safety – Traffic Safety – Motorcycle Safety Program	1	\$54,369
Department of Public Safety – State Fire Marshall	2	\$53,524
Department of Wildlife – Fisheries Management	1	\$30,911
Department of Wildlife – Diversity	2	\$53,160
Department of Wildlife – Habitat	2	\$69,807
Department of Wildlife – Game Management	3	\$90,479
Department of Wildlife – Law Enforcement	5	\$190,105
Department of Wildlife – Conservation Education	1	\$25,761
Total	19	\$652,095

Clerk’s Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Thank you very much. Agenda Item No. 4, State Vehicle Purchases. Mr. Wells.

Clerk: Thank you Governor. Agenda Item No. 4 requests 19 vehicles, all of which were included in the budgets for the Agencies in the current biennium. All of them with the exception of the Motorcycle Safety Program are included in FY ’16, that particular vehicle is subject to the approval of work programs at the Interim Finance Committee to move the purchase from FY ’17 to FY ’16 due to significant mechanical issues with that particular vehicle.

Governor: I have no questions. Is Keith here? Or, would it be Keith? I don’t know if it’s—all these various agencies.

Clerk: These particular vehicles are actually agency owned vehicles.

Secretary: I think the only one that I had asked, and that was because of the cost, it was a one ton pick-up for the motorcycle that you explained to me. Then also, do we have any type of agreement with dealerships or through the State for these? Because some of the prices were higher than I had thought we—they seemed high.

Governor: Well, certainly we get a volume discount.

Secretary: That’s what I was wondering about.

Governor: And, the other comment I'll have is, as you'll look, you know, this is Department of Wildlife, this is Department of Public Safety. I mean, these are folks that are out in the hinder lands and they need reliable vehicles.

Secretary: SUVs.

Governor: Yes. And those SUVs cost a little bit more but they put a lot of mileage on them as well in a short amount of time. But, I know I wouldn't want to be stuck out there somewhere in the winter time because of a vehicle that has mechanical problems.

Secretary: Oh no, I'm with you. No, I am, I was just curious to what we have because I don't know the full detail of who we work with or how we buy them. Then just looking at the different prices.

Clerk: So, Keith would probably know a little bit better than I would about this, but there are fleet purchase prices and pre-negotiated prices for government contracts. We buy them from local dealerships through the fleet—the dealer or the manufacturer fleet programs. So, we do get discounted rates. And, each of these vehicles is equipped a little bit differently depending on the use of the vehicle. Almost all of them are four-wheel drive if they are for the external areas. The Wildlife, law enforcement trucks are all four-wheel drive. Some of them are three-quarter ton, some of them are half-ton, so it depends a little bit on the usage of the vehicles. As I said, as you mentioned, the Public Safety Program tows a large trailer for that program, so it's a one ton, just because of the need for the extra towing capacity. All of them are used at fleet price, which is available through purchasing's website.

Secretary: Can I ask one more question?

Governor: Of course.

Secretary: Thank you. I know the law enforcement, I had to talked to you in detail about that. When we get—for any of our agencies that have law enforcement that need sirens or lights or anything that that's up to the Agency to provide that—put the equipment on, is that correct? And then they receive funding for that through the budget? It's already pre-determined. Is there anybody else besides law enforcement, maybe the State Fire Marshal might have something on. Is there anybody else that has that requirement?

Clerk: You are correct in that they are add-ons. So, the vehicles come from the manufacturer without the public safety equipment on them. That is included in their budget, so there are packages of public safety equipment, lights, sirens, decals and all that. It is up to the Agencies. Some of the agencies work through Keith Wells, through Fleet Services to put equipment on. Some do it through—Public Safety, I believe has their own staff who do that for them. Most of the law enforcement ones will have the extra equipment on them.

Secretary: Okay, thank you. Thank you Governor.

Governor: You're welcome. I have no further questions. The Chair will accept a motion to approve the State vehicle purchases as described in Agenda Item No. 4.

Secretary: So moved.

Governor: Secretary has moved for approval, I'll second the motion. All in favor say aye. [ayes around] That motion passes 2-0.

***5. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEE**

A. Department of Health and Human Services – Division of Welfare and Supportive Services

Pursuant to NRS 333.705, subsection 1, the Division of Welfare and Supportive Services requests authority to contract with a former Social Services Program Specialist 3 position to provide technical assistance with information programming services and training for the Nevada Child Care System database, which provides eligibility, redetermination and payment processes for the Child Care and Development Program.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: we'll move on to Agenda Item No. 5, Authorization to Contract with a Current and/or Former Employee, Mr. Wells.

Clerk: Thank you Governor. Item 5 is a request from the Department of Health and Human Services, Division of Welfare and Supportive Services to contract with a former Social Services Program Specialist to provide technical assistance and training for the Nevada Childcare System Database that provides eligibility, redetermination and payment procedures for the Childcare and Development Program. Due to requirements of the 2014 Childcare and Development Block Grant Reauthorization, which includes some additional reporting requirements, as well as the termination of a contracted business analyst. The Division does not have the resources necessary for the system changes. This particular employee was involved in the development and testing of the system in 2009. The request is to contract with this former employee through a Master Services Agreement for Temporary IT Consulting Services, for a period of approximately 90 days. Mr. Fisher is here to answer any questions.

Secretary: Nine days?

Governor: 90.

Secretary: Oh, 90, I thought you said, nine.

Governor: Good morning Mr. Fisher.

Steve Fisher: Good morning Governor, Secretary of State.

Secretary: Hi.

Steve Fisher: For the record, Steve Fisher, I'm the Administrator for the Division of Welfare and Supportive Services. With me this morning, Jack Zenteno, he's the Chief of the Childcare Program. What I thought I would do is just kind of walk you through the difficult situation that we're in today and why we're here today asking to do a contract with a former State employee. Then, I'll kind of walk you through the plan for utilizing that if it's approved today, how we'll utilize that resource.

Unfortunately, just recently we lost, as Mr. Wells explained, we lost two resources. One of which was a contractor and the other was a State employee. Both of which are business analysts and so, the business analyst is responsible for really understanding the childcare business side of the house, as well as the technology and how the system works. So, they're the bridge between the business and the technology folks. So, they have a really good knowledge of both areas, and we lost both of those resources just recently.

Secondly, we just recently had some major changes to the system. So, those changes are in our test environment today and those two resources were testing those changes to the system and now they're gone. So, we need to pick the ball up and run with it.

Finally, because of the Childcare Reauthorization, the Federal Government has reauthorized the Childcare Program and there are some mandatory changes that we need to make to the childcare program, many of which will impact the system. So, there's some tight deadlines that we need to meet over the next year and a half. So, it's important that we get this testing done and then when we move on to the next set of tests and changes to the system, as those occur.

So, that's the primary reason we're here today asking to contract with a former State employee. How we'll utilize—the plan for utilizing that resource, first and foremost, that resource will be utilized to hit the ground running and start testing because we need to get the testing done. It's important that we test thoroughly. We certainly don't want to roll these changes out to our staff and cause any sort of problems for those families who are currently receiving childcare services, or new families that are coming into receive childcare services. We want to make sure those changes work and that the system works.

Secondly, we would like to utilize this resource for knowledge transfer. We have since replaced that State employee, with another State employee and we're actually putting another—an additional State employee on this program. So, we would like to utilize the knowledge that this former State employee has for a 90 day period. To come in and do knowledge transfer, mentoring, on the job training; while they're doing the testing of the system so that these folks pick up business knowledge and systems knowledge. So that, after this person leaves, after 90 days, they can pick-up and continue.

So, with that, I'd certainly like to open it up to any questions you might have.

Governor: Thank you Mr. Fisher, you're very thorough. Where I was going to key on was what you termed the knowledge transfer, is what we see quite often is, and you can never anticipate that you're going to lose two positions; but to make sure that we have somebody trained, you know, first somebody who is trained and then a back-up to that as well. It sounds like that is part of what this 90 day contract is going to accomplish.

Steve Fisher: Correct. I'm trying to build capacity there so that if one of these folks leaves, we have another person.

Governor: Yeah, I mean, just—for everybody here, I hope we always have somebody in the queue that's ready to go and the next person up in terms of taking on those responsibilities. Other than that, it's more of a comment than a question. I see that there's a need here and that there is an emergency and for that reason, I'll be supportive of filling this position with that former employee. Madam Secretary.

Secretary: Thank you Governor. Just a couple of questions and you did a very good job of answering others that I had, so I won't—I'll be very brief. In the one that you want to hire for part-time, they retired in 2009 and they're coming out of retirement, is that correct?

Steve Fisher: The 2009 was an employee, one of the two positions—

Secretary: Not this one.

Steve Fisher: Not this one.

Secretary: Okay, that's what I was—so, how long has this one been retired?

Steve Fisher: I believe she's been retired for 16 months.

Secretary: Okay.

Steve Fisher: So, she's within that two year.

Secretary: Great. Okay, that's what I was kind of getting at is, how long she had been gone. I, as being somebody who is now in a different position and looking at State employees and the transition going back and forth, I totally understand and get where you're coming from and agree with you Governor.

Governor: No, I think it—there's always a negative connotation to these kind of Agenda Items and there should not be. We're actually very lucky that there are some former State employees that are willing to come out of retirement and perform the same service while they were active. When my day comes, I don't know if I'd want to step out of retirement to do that. So, as I said, you know, the folks that have—the different State Agencies that have come up sometimes feel

very defensive and you shouldn't, as long as there's a good explanation as to why we're doing that. Here there is a good explanation.

Secretary: So, do you have IT people in, right now, or this person kind of was in that arena as well, because it sounds like it's an IT issue.

Steve Fisher: This person really comes from the business side.

Secretary: Oh, okay.

Steve Fisher: But, was also part of helping develop the childcare system years ago. So, she has knowledge of both areas.

Secretary: Good, okay, both areas. Okay, because I just, like I said, the IT positions are invaluable and what they can offer. So, I will be supporting it Governor.

Governor: Okay, so then, I'll take that as a motion. Madam Secretary if you would please?

Secretary: Oh, okay. I move to approve the authorization to contract with a current—or, former employee and for the Health and Human Services Division, if that's how you want it.

Governor: Thank you Madam—yeah, that's fine. Thank you Madam Secretary. The Secretary has moved to authorize the contract with a former employee as described in Agenda Item No. 5A. I second the motion. All in favor, say aye. [ayes around] That motion passes 2-0, thank you gentlemen.

***6. FOR POSSIBLE ACTION – VICTIMS OF CRIME FISCAL YEAR 2016 1ST QUARTER REPORT AND 2ND QUARTER RECOMMENDATION**

Pursuant to NRS 217.260, the Board of Examiners estimates available revenue and anticipated claim costs each quarter. If revenues are insufficient to pay anticipated claims, the statute directs a proportional decrease in claim payments.

The 1st quarter fiscal year 2016 Victims of Crime Program report states all approved claims were resolved totaling \$2,251,892.47 with \$1,082,427.45 paid out of the Victims of Crime Program account and \$1,169,465.02 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$8.7 million to help defray crime victims' medical costs.

Based on the projections the Victims of Crime Program recommends paying Priority One, Two and Three claims at 100% of the approved amount for the 2nd quarter of FY 2016.

Clerk's Recommendation: I recommend approval.

Comments:

Governor: Move to Agenda Item No. 6, which is Victims of Crime, Fiscal Year 2016, First Quarter Report and Second Quarter Recommendation. Mr. Wells.

Clerk: Thank you Governor. Pursuant to NRS 217.260 the Board of Examiners is required to estimate the available revenues and anticipated claims for the Victims of Crime Program. This Item includes a report on the claims paid in the first quarter of Fiscal Year 2016 and a recommendation to pay Priorities 1, 2 and 3 claims at 100% for the second quarter of FY '16.

Governor: Here's a question and I don't know if you know the answer to this. It's great, we're able to pay all these claims, but now we have, it says, revenues and reserves available for the second quarter in the sum of \$13,219,000, does it continue to build up or is there a ceiling at some point? Because that's as high as I've ever seen it.

Clerk: I believe there are members of the Victims of Crime Program available to explain the funding mechanism and how that fund builds up. It is anticipated that over time that that balance would gradually decrease. That's why there's the quarterly recommendations to pay these different priority claims. For now, we continue to have the resources available.

Governor: And obviously I hope we never have to use it because that means we don't have any victims. I'm just wondering if it continues to build or how that works.

Rebecca Salazar: Good morning, I'm Rebecca Salazar, Program Manager of Victims of Crime Program. Governor, it does continue to build. Our fund carries over with every budget cycle and we've had an increase in our grant amount. We aren't having a major decrease in any of our revenue sources. So, the money that we don't use just sits there until we need it. We make sure that we maintain a 45 day reserve, and obviously we have much more than that. It's hard to predict because the nature of our business, sometimes we spend more, sometimes we spend less, so having that reserve is definitely something we like to see.

Governor: I agree completely. I was just curious if the grants that you receive, are they conditioned upon or do they look at the balance that you already have, but it sounds like they keep coming, fortunately.

Rebecca Salazar: They do. The federal grant that we receive through VOCA is a 60% match, so they give us 60% of whatever we spend every year. So, the only way that that would stop is if that grant were not to be funded through Congress. As long as VOCA continues to receive funding, we'll continue to receive that amount.

Governor: I wish we had that in a lot of other budgets, but it doesn't quite that work that way. Okay, any questions Madam Secretary?

Secretary: Yes, thank you Governor. The money that comes in, is this General Fund money that's put into this account or is it fee based, this money, do you know?

Clerk: That's a question for Ms. Salazar.

Governor: Rebecca, do you know?

Rebecca Salazar: Yes, I can answer that. We don't receive any General Fund money. The money that we receive is primarily things like court filing fees, subrogations, donations, restitution are Federal Grant.

Secretary: Oh, you do get restitution in there, because I thought restitution, we had talked about, was mainly for the property damages, but there is medical as well, that can be put into it, through res—that is the person that has been convicted is paying restitution, correct?

Rebecca Salazar: That's correct. So, the way that it works, usually, is during the criminal court process, the Judge will order restitution and if that victim has come to us for assistance, the Judge will order the payment directly to us. So, when the offender makes the payments, Parole and Probation sends them to our program.

Secretary: But, is it—yours is just for medical, only?

Rebecca Salazar: Yes, ours is just for medical, no property.

Secretary: Right, okay. That's a separate.

Rebecca Salazar: Right.

Secretary: But you also help the victims know that they can get some of the property, or is that directly to depending on what the victim lost and what they're given back?

Rebecca Salazar: Yeah, we don't have anything to do with the property part of it. So, that is something they handle another way.

Secretary: Okay, great, thank you for answering those questions. Again, I want to thank Jim because we walked through this as well.

Governor: All right. Then, Chair will accept a motion to approve the Victims of Crime Fiscal Year 2016, First Quarter Report and Second Quarter recommendation.

Secretary: So moved Governor.

Governor: Second the motion. All in favor say aye. [ayes around] Motion passes 2-0. Thank you very much Rebecca.

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

A. Department of Conservation and Natural Resources – Division of Water Resources - \$200,000

Pursuant to NRS 353.268, the Department of Conservation and Natural Resources-Division of Water Resources requests an allocation of \$200,000 from the Interim Finance Committee Contingency Account to restore funds in the Channel Clearance, Surveying and Monumenting Program to provide funding for restoration and bioengineering projects.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Agenda Item No. 7, Request for Allocation from the IFC Contingency Account from the Department of Conservation and Natural Resources. Mr. Wells.

Clerk: Thank you Governor. Pursuant to NRS 353.268 and 532.230, the Department of Conservation and Natural Resources, Division of Water Resources, is requesting an allocation of \$200,000 from the Interim Finance Committee Contingency Account to provide aid to the Carson Valley Conservation District and the Dayton Valley Conservation District, for the Carson River, under the Channel Clearance, Maintenance, Restoration, Surveying and Monumenting Program established under NRS 532.220. This program aids local jurisdictions in addressing potential flood problems around navigable rivers in the State. The two Conservation Districts have each submitted a request for \$100,000 under this program. There are currently no funds available in this account, but statute allows the State Engineer to request funds from the IFC Contingency Account for these purposes. Again, this would be subject to approval by the Interim Finance Committee next week.

Governor: And these are what these pictures are about, correct? Is there somebody here on this matter? Good morning.

Kelvin Hickenbottom: Good morning. My name is Kelvin Hickenbottom, I'm Deputy Administrator of the Division of Water Resources, here to represent the State Engineer. With me is Eddie Quaglieri, the Head of our Engineering Section who would administer the grant funds.

Governor: Okay, and before we get into it, I want you to know, I'm in full support of this. I think it's important to provide a foundation and some background to support the request.

Kelvin Hickenbottom: Okay. Well, the program was started in 1973, when NRS 533.220 came into existence. Since 1975, we've funded over 25 projects on the Carson, Walker and Truckee Rivers to mitigate sand and gravel bars being built up in the rivers, fallen trees, debris, clearing brush and things that impede the capacity of the channels, both on the rivers and on the sloughs

that divert water for irrigation practices. Also to, you know, basically remove these hazards because they take property, they eliminate soil and vegetation along the banks. They diminish the flood capacity of the system, which is obviously pretty important. They provide for improved water quality, recreational activities, fisheries, habitats. So, they do a lot of good work for the environment and for the local communities.

Governor: I agree with you, it's a force multiplier here in terms of what you can accomplish. I mean, I guess there hasn't been a lot of focus on this because unfortunately there's been no water in these channels. The day will come, you know, I don't want to jinx anything for this winter, but the day will come when we will have large volumes of water and we'll wish we had done this work now when we had the opportunity if we weren't to do it. So, I think it's very prudent in terms of doing this type of work now, while the water level is low. Hopefully we'll have a big rush of water. When will the work be done, by the way, if this is—

Kelvin Hickenbottom: I'm going to have to leave that up to the Conversation Districts, because they haven't really submitted a plan yet to us. They're just requesting the funding. I'm sure that it's within a year's framework that they would get these projects done. I mean—

Governor: That's kind of backward, isn't it, to request the funds and then the plan, or?

Kelvin Hickenbottom: Well, I'm sure they have their plans outlined, it's just, in 2014, they came to us and again, we requested funding but there was no available funding. This session, AB 430 was introduced but was not passed through ways and means, so it didn't make it to the Senate side either, is because of lack of funding. So, they approached us again, just in October, just to see whether or not, you know, there was available funding for this program. I'm sure that they have their—I mean, you can see by the photos, they know the areas that they want—

Governor: No, and I'm not [crosstalk] I asked for these pictures, the color photos, because they didn't really transfer well in black and white. But, I mean, when you get large volumes of water and it pushes this dead tree in the middle of the channel, I don't want to be the person or the landowner—

Kelvin Hickenbottom: Or, you know, roads and utilities and things like that become impacted. There was one photo where it showed a large tree that had fallen on a culvert, I'm sure on the side of Highway 88 in Douglas County that potentially is just going to catch more debris and cause additional flooding. Generally they do have to come with an application and a budget and details on what their projects are. This whole project or program is set up to be minimal in terms of how much money they have to spend on consultants and you know, direct engineering work because a lot of it is done with bioengineering where they'll take willows and plant them on the outside cuts of the streambanks to stabilize and stuff like that. So, they really try to conserve all the monies they can to put into the project.

Governor: When were these pictures taken, because there's actually quite a bit of water there?

Kelvin Hickenbottom: I got those from the Conservancy District.

Governor: And, it also looks like that tree has been there a while. So, it's time to get it out of there.

Kelvin Hickenbottom: Yeah, well our last project was completed in, I think, 2007. Obviously in 2009, because of budget cuts the funding was swept. That's why we're—and, it's a great program. I don't have the numbers in front of me, I just remember being told that, you know, for every dollar spent, it generates another \$8.00 in the community in terms of economics, you know, just by getting people work.

Governor: Well, it's not just economic, but it's for to provide peace of mind for the folks that are out there.

Kelvin Hickenbottom: Well, that's economics too, once you get into the flooding potentials and stuff like that. Also, a lot of the projects use our forestry crews to do a lot of the handwork within the channel. So, there's a benefit there as well to the State.

Governor: Any other questions Madam Secretary?

Secretary: Thank you Governor. So, the \$100,000 for each entity, if there's money left over, I'm hoping that that money will be able to stay in there. I know the history. I talked to some of the Legislators that represent these areas and they talked about the great need for this funding and that we haven't kept up with the funding in there, it hasn't been there. So, if there's money left over, will that be able to stay in there and used for future projects? I don't know if it's going to be less or more, how they would do that.

Kelvin Hickenbottom: Yeah, I mean, if they don't spend the full \$100,000 it stays. We just match up to, you know, 50—it's a 50/50 match.

Secretary: It is, okay, from the Committee?

Kelvin Hickenbottom: Yes. And most of these projects, they bring in more than the 50% match.

Secretary: Okay, great.

Kelvin Hickenbottom: They don't always request the full 50% but if there is money left over, it stays within the account and then it can be allocated to other projects.

Secretary: Because there's none in there right now, is my understanding.

Kelvin Hickenbottom: No, there is nothing in there.

Secretary: There's nothing in there and so that's what I'm concerned about.

Kelvin Hickenbottom: We had a phone call yesterday on the Walker River regarding this account as well, because they're in the process right now of removing 10 to 14 feet of sediment from the downstream end of the—

Governor: They're doing that work now?

Kelvin Hickenbottom: Yeah, because they were doing it on their own, but it's costing them a lot more money than what, I guess they anticipated, just because of the amount of sediment and other improvements that they were doing at the lower end of the system as it leaves Mason Valley.

Secretary: So, would they be able to use this as well?

Kelvin Hickenbottom: Yes, they would be able to. We've funded, like I said, projects on the Carson, on the Walker and on the Truckee River.

Secretary: And I know, we never know what's going to come up. We don't know, you know, what's going to end up in any of these. Hopefully, more water, as you said, Governor, but I just want to thank you and I'm so glad that you are coming to ask for it because I think it really is something that needs to have a funding source in there. Please thank the communities for their part. I think that's really important. That 50/50 match is great.

Kelvin Hickenbottom: Yeah. Ed James is here from the Carson Sub Conservancy. I don't know if you guys want to—

Governor: I've seen a lot of nods, go ahead. If you could just state your name for the record.

Ed James: Ed James with the Carson Sub Conservancy. I've submitted a letter of support, the Carson Water Sub Conservancy has worked with these conservation districts for years looking at the health, safety of the water shed. Just a side note, the State has claimed ownership of [inaudible] Rivers and with any kind of facility maintenance, is important. For years, the conservation districts have done this work on behalf of the State. The State has set up these funds, but it's really the Conservation District who knows, the landowners who knows the issues on the river, has actually gotten a lot of this work done. And in 2009, due to the economy, the State withdrew those funds and there has not been any funding since 2009. So, you're seeing a lot of trees and logs that have been left in the river that are causing these problems. During the drought, we've actually had less water in the river and so a lot of vegetation has grown into the river channels, which are causing some of these quality impacts.

So, really the conversation that's provided—sub conservancy provides funding to them, but also provides that match to the State. The local funding is an important line. If you want more details, we actually have representatives from the Conservation Districts here. We have [inaudible] Supervisor, [inaudible] representative. They can give you more details of the actual projects that are done to protect the health and safety of these water sheds.

Governor: Whoever is here to support this, I don't think it's necessary for you to come forward. I do believe it's incredibly important and there's a significant opportunity right now to get that work done before the water comes.

Secretary: We want that to come.

Governor: Yeah, so again, this is one step in the process. You'll still have to go IFC, but you have my full support. So, Madam Secretary, is there a motion to approve the request for allocation from the Interim Finance Committee Contingency Account in the amount of \$200,000?

Secretary: I move for approval.

Governor: Okay, Secretary of State has moved for approval. I second the motion. All in favor say aye. [ayes around] That motion passes 2-0, thank you very much.

Secretary: Thank you gentlemen.

Governor: Thank you. Good thing we voted yes, right.

***8. FOR POSSIBLE ACTION – REQUEST FOR AN ALLOCATION FROM THE FUND FOR NEW CONSTRUCTION OF FACILITIES FOR PRISON INDUSTRIES**

A. Department of Corrections – Prison Industries - \$346,507

Pursuant to NRS 209.192, the Department of Corrections, Prison Industries, requests to access \$346,507 from the Fund for New Construction of Facilities for Prison Industries. Funds would be used to purchase new and replacement equipment, new software, buildings and grounds improvements, and materials to allow for expansion and operations improvements to various program activities.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: All right, let's move to Agenda Item No. 8, Request for an Allocation from the Fund for New Construction of Facilities for Prison Industries, Mr. Wells.

Clerk: Thank you Governor. Pursuant to NRS 209.192 as amended by Senate Bill 96 from the 2015 Legislative Session, the Department of Corrections, Prison Industries is requesting to access \$346,507 from the fund for new construction of facilities for Prison Industries. Funds in this account can be used to house new or expand existing industries to provide additional employment for offenders; to relocate, expand, upgrade or modify an existing industry to

improve operations, security or to provide additional employment or training to offenders; to purchase or lease equipment for training, for operating the industries; to pay for the operations of Prison Industries or to advertise or promote goods produced or services provided by Prison Industries. Expenditures from the account must be approved by both the Board of Examiners and the Interim Finance Committee prior to being expended. There's currently approximately \$550,000 that is available in this account. The packet contains a list of the proposed expenditures and there are representatives from the Department of Corrections here to answer any questions.

Governor: Before I ask Corrections to come up, will you remind me where the money comes from for that account?

Clerk: The Department will tell you where the funding comes from.

Governor: All right.

Brian Connett: Good morning Governor.

Governor: Good morning.

[crosstalk of good mornings]

Brian Connett: For the record, my name is Brian Connett, I'm Deputy Director over at Prison Industries. With me is Mr. [inaudible], who is our Marketing Coordinator. If I could, read a very brief statement that will address hopefully some of that.

Governor: Please.

Brian Connett: And, if you approve this, the other half of this room will walk out as well.

Governor: So you're putting pressure on us, okay. [laughter]

Brian Connett: So, Prison Industries mission is to certainly reduce government operating costs, provide inmates the skills necessary to successfully re-enter society and enhance the safe operation of correctional facilities. Prison Industries currently works between 400-500 inmate workers. We are training in them in marketable skills. We certainly do assist in—by having that many inmate workers in our industries, they're not out on the institution grounds, thereby we assist with the security of the institutions. Prison Industries is completely self-funded with zero appropriations from the State's General Fund. We actually make contributions back to the State in the form of inmate wage deductions. These wage deductions from inmates contribute to the inmate's room and board, the State's Victim of Crime Fund which we heard about earlier and the Prison Industries Capital Improvement Fund, which it is from this fund that we are requesting the equipment.

It should be noted that the Legislative Committee on Industrial Programs, which is Prison Industries Board, unanimously approved this request. I have each of my Prison Industries Supervisors with me so we can, if you have any questions they can answer those questions.

This request will certainly increase our revenue, provide opportunity for inmate training on newer equipment. Some of which is replacing equipment that is over 30 years old. It's certainly going to allow PI to more responsive to our customer requests and we anticipate it's going to put between 55 and 57 inmates to work.

Governor: So, 55 more above the 400-500?

Brian Connett: That's correct.

Governor: Okay.

Brian Connett: And, we'd be happy to address any questions that you both may have.

Governor: Thank you. You guys do extraordinary work. I really appreciate what you do and the contributions that you make. Will you just—we do have—you know, I read through this and looked at the description of this new equipment, but can you give us a few examples so we have it in the record?

Brian Connett: Certainly. Starting with Garmet, we're looking at creating a t-shirt production line. This line is a natural extension of what they already do at Garmet. It will be sold primarily to our current largest customer which will be the Nevada Department of Corrections. We currently do not sell or manufacture t-shirts, so these will be produced for the inmate populations.

Governor: That was going to be my next question. You're not going to have Custom Ink, you know, coming and saying, wait a minute, you're in with us.

Brian Connett: Correct.

Governor: This is for, exclusively internal use within the Department of Corrections.

Brian Connett: And, if we do have excess capacity, which we may, we will certainly reach out to other Department of Corrections in other states.

Governor: Okay.

Brian Connett: In our Ranch Operation, we're looking at getting a flatbed trailer. Certainly our largest request is for a center pivot irrigation line for the crops that we have out there and a milk pouch line. Furniture—

Governor: What is a milk pouch line?

Brian Connett: What we have—

Governor: That's all right, I grew up raising sheep and I—a milk pouch line.

Brian Connett: With me is Justin Pope who just came to the table. He's our Ranch Supervisor and he can better explain the process and what it is that that's going to be for.

Justin Pope: For the record, my name is Justin Pope, Ranch Manager, for the record, Mr. Governor. Milk pouch line is the cheapest, most inexpensive way to make single servings, which is something that our customers, the prisons, have requested recently. So, as opposed to making cartons, which the machinery is large and expensive, this is just an inexpensive way of making single servings.

Governor: So, is this a big bag of milk and then you—

Brian Connett: That's what we currently use now.

Justin Pope: That's what we do right now. This is eight ounce individual pouches. There's a line that feeds it through, it seals, fills and then seals the pouch. So, it's—they call it a pillow pack. It'd be similar to like a—have you seen a Gogurt before?

Governor: Yeah.

Justin Pope: A tube—

Governor: Or like, those juice squeeze things.

Justin Pope: Exactly, yes.

Governor: Okay. And then, I can't believe we're talking about [laughter and crosstalk] I'm just curious, I need to know.

Secretary: I'm glad you asked because I wasn't going to ask.

Brian Connett: This is from our dairy operation. So, we currently have a dairy herd. So, all that milk will be processed through our processing plant and then filled into the single serving pouches.

Governor: So, I guess the theory is that you will save a lot of milk, or waste—wasted milk?

Justin Pope: This will serve a smaller population of the prison. Mainly the ones that are in—the inmates that are in steer housing and segregated. Right now they're serving—well, they do it two ways. They actually are buying single servings and then also they'll dish out a single serving in like a cup and send it through the opening in the cell house door. This is obviously going to be a lot easier. They can put two pillow packs on a tray and send it through.

Governor: Okay. Sounds a lot more efficient for sure. Then on that, just while you're there, the flatbed trailer. What again is the use for that?

Justin Pope: We move a lot of supplies, hay. We participate in a program called the GSA Excess Program which allows us to get federal surplus. We've gone all over the place, picking stuff up for there. We've gotten farm tractors and stuff. For the lighter weight stuff, it would be nice not to have to use the semi and it would be a lot more fuel efficient. It doesn't take a Class A Driver. So, I think it would be a lot more efficient, less—you know, smaller tires. Everything about it is just cheaper to operate. So, it would be something that we would use quite a bit actually.

Governor: Again, sounds a lot more efficient. So, is it also part of your responsibility, the Wild Horse Taming Program?

Justin Pope: Yes.

Governor: How is that going while you're here?

Justin Pope: It's going fantastic. We've really started working with local service agencies, as well as other feds. The Forest Service is looking to adopt 18 horses from us to do trails up in Oregon, actually, trail horses, trail, I guess, remediation. They use pack horses. Law enforcement and a weed abatement program. 18 horses, that's a large order.

Governor: For weed abatement, did you say?

Justin Pope: For trail repair, trail remediation. They do—they'll go out for days, they said and they need horses to pack all their supplies and everything. Then there's four of them that are going to be slated for weed abatement. They can pack chemicals in the back country and spray and do their work.

Governor: Oh, I see. Okay. Well, there's plenty of wild horses for you to take care of.

Justin Pope: That's for sure.

Governor: So, I would imagine you're constantly rotating them through.

Justin Pope: Yes.

Governor: How long does it take to tame a horse and get it trained?

Justin Pope: 120 days is what we [crosstalk]

Governor: That's all, huh?

Justin Pope: Yeah. It's a very intense program and that is one good thing about using the inmate labor is, they're there, they're assigned to that horse the entire time and it's a very intense repetitious program. It allows us to turn these horses out a little bit faster than maybe anybody else would.

Governor: And you have no trouble selling or getting them adopted?

Justin Pope: We've been very fortunate that way. I mean, our last adoption, we were actually able to sell a horse for \$15,000.

Governor: I read about that. Yeah.

Justin Pope: He's in sunny Malibu right now, enjoying himself.

Governor: But the State made \$15,000?

Justin Pope: Actually, the way that works is, BLM pays us a fee for training the horses and then BLM takes that money and then reinvests it into our program. They'll use those funds for the training program or the feeding program, one or the two.

Governor: So, we get that back one way or the other?

Justin Pope: One way or another we get it back.

Governor: Yeah.

Brian Connett: For the record, Mr. Governor, this is—we currently have about 1,700 horses over there at the Ranch and it is something phenomenal to see the impact—

Governor: I promised three years ago to go out there and—

Brian Connett: Yes you did and we're going to try to hold you to that. But, to see the impact that that training program has on the inmate, not just on the horse really that is never had any human contact before in its existence and then within 120 days these horses are, you know, complete gentle and available for adoption. We have four adoptions a year out there. So, yes, we would love to get you both out there and see what it is that these inmates—but, our product is not our desks, our products is not our drapes and the horses. Our products are the inmates and what we're able to do for them.

Governor: I would imagine that you have statistics associated with the reoffenders and I would imagine that you have a pretty good percentage of success with the individuals that get trained in your programs.

Brian Connett: We get you out there, we'd love to show you that.

Governor: Last question and I know I'm way off—

Brian Connett: We don't mind talking about dairy and milk.

Governor: [crosstalk] do you get most of your horses exclusively from the BLM or are you getting some feral horses that are ours, that are stayed horses?

Brian Connett: I would suggest—for the record, Brian Connett, I would suggest about 98% of them come from the BLM.

Justin Pope: Justin Pope for the record, that is correct. We get, I think in the last year, we've put through about 30 horses from the State and the rest have all been BLM horses.

Governor: Do you coordinate with our Department of Agriculture?

Justin Pope: Yes.

Governor: In terms of getting its inventory of horses as well?

Justin Pope: Yes.

Governor: And again, I just worry, we've had some conflicts between horses on some of the roads out there, specific—particularly on Highway 50. The more we can get those that are closer to the population the better. In any event, maybe you can talk to Mr. Barbie to see if there's any more accounted horses for that.

Brian Connett: For the record, Brian Connett. We do have a capacity of close to 2,000 horses, so we do have some additional, some slots for some additional horses.

Governor: So, if you're—and again, here I go. You've got 1,700 horses and I'm horse 1,701 that comes in, how long does it take that last in to be—to get out.

Brian Connett: For the record, Brian Connett, we have a horse gentler out there—horse whisperer.

Governor: Horse whisperer. Yeah.

Brian Connett: And he is—what he does is actually goes through the herd and it's not a last in first out inventory process. It's more of, this horse looks like it will accept the training and the gentling much better than some of the other ones. He can look in to a herd and he deals with the herd on a daily basis, so he can see those horses that would more readily accept the gentling process.

Governor: Was that an inmate or a—

Brian Connett: No sir, that's a staff.

Governor: A trained person, okay. I want that job. [laughter]

Secretary: You better talk to him first.

Governor: Yeah. All right.

Brian Connett: When you retire, we'll come back and ask if you can come back as a horse whisperer.

Governor: You never know. All right. Madam Secretary, any questions?

Secretary: Yes, thank you Governor. First of all, I just—I do want to thank Prison Industries. In my years as being a Legislator, I have toured almost every prison. I've been to other prisons, but what you do, the training for the inmates, I just want to thank you. It's wonderful to go out and visit and see it and then, know the projects you work on and I thank you for working with the Secretary of State's Office on some of the projects we've been doing. The tours, I think the Governor should go out on a milk pouch line tour. I'll go with him, so I can see what that is. But, in all seriousness, I would love to come out and see the horse project. Again, we read about it, we see it, we hear it, the media is really good about following up and taking and giving you credit and taking that on as something that they report on, on a regular basis. So, I am very supportive of what you're doing and the additional items that you need, Governor, I'll be voting in favor of this. Not just so you all leave, that's not—but, I really do mean it, that everything that you explained to us and talked to us about and everything that we read, I just want to thank you for that foresight, you know, that you're bringing it another further step, you've got more people coming in. I mean, I'm just amazed that there's over 500 inmates that are being trained for some type of, something that they can do when they get out because most of them have any training of any kind, if I'm not mistaken. So, thank you for what you do, thank you Governor.

Governor: One last question, Mr. Connett, because we talked about this a couple of years ago at the Prison Commission Meetings, but in terms of being sensitive to competing with the private sector, so that's typically an issue that's taken care of by that Committee. But, there haven't been any more issues with that?

Brian Connett: No sir.

Bill Quenga: For the record, Bill Quenga. I'm also working with the Economic Development and also the Northern Nevada Development Authority. There bringing all the manufacturers within Carson City, starting first and I have met with the Authority and they're really lacking skilled workers out there. So, I'm working with them at this point, becoming a member and bringing these manufacturers to see and maybe pair up and join with them, work together as partners, to get these skilled labor, real time machinery; so that when they become eligible upon release, they can go right out to the work force.

Governor: That's incredible. That is great. So, I appreciate that. Are you guys looking at building perhaps those yurts and the cabins for the State Parks?

Bill Quenga: We are looking at now, I was talking with Cory—and that's the other thing, some of this equipment, it's also working—it's hard for us with the equipment that we have, as far as the benches, fire pits and all that. We have really antiquated equipment, which drives labor up. So, we're trying to get to work with the Department of Wildlife, State Parks and give them a better product at a lower cost, better quality cost.

Governor: I just had the opportunity to visit every State Park and—

Secretary: Yes you did.

Governor: No, it was great, but my point being is, there's a great opportunity to improve the visitor experience and it's a two-for because you can also—we can do this within Prison Industries to build the things that we need for those parks. So, I appreciate your looking into that. Anything else Madam Secretary?

Secretary: No.

Governor: All right. Then, the Chair will accept a motion to approve the request for an allocation from the Fund for New Construction of Facilities for Prison Industries in the sum of \$346,507.

Secretary: So moved Governor.

Governor: Madam Secretary has moved for approval. I'll second the motion. All in favor say aye. [ayes around] The motion passes 2-0.

***9. FOR POSSIBLE ACTION – LEASES ([Attached as Exhibit 1](#))**

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

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Agenda Item No. 9, Leases. Mr. Wells.

Clerk: Thank you Governor. There are 14 leases in Exhibit 1 for approval by the Board this morning. There has not been any additional information requested on any of the leases.

Governor: Yeah, I have no questions. Madam Secretary?

Secretary: None.

Governor: Is there a motion for approval?

Secretary: I move to approve the leases in Section 9, as put forward to us.

Governor: Okay. Madam Secretary has moved for approval of the leases presented in Agenda Item No. 9. I second the motion, all in favor say aye. [ayes around] That motion passes 2-0.

***10. FOR POSSIBLE ACTION – CONTRACTS ([Attached as Exhibit 2](#))**

Forty-four statewide contracts were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: We'll move to Agenda Item No. 10, Contracts. Mr. Wells.

Clerk: Thank you Governor. There are 44 contracts listed in Exhibit 2 for approval by the Board this morning. Contract 28, between the Department of Education and David Leitner needs to be withdrawn because the original contract that was being amended expired on November 30th and the Agency will need to enter into a new contract instead. Contract 29, between the Public Charter School Authority and Next Generation Assessment, LLC is subject to approval of a work program that is being processed by IFC at their meeting next week, so that is a contingent approval on Contract No. 29. Members have requested additional information on Contract No. 21, between the State Public Works Board and Penta Building Group, LLC, that's regarding the Stein Hospital. Contract No. 29 between the Charter School Authority and Next Generation Assessment, LLC. Contract No. 30 between Department of Health and Human Services, Aging and Disability Services and Catamaran. Contract No. 36 between the Department of Health and Human Services, Division of Welfare and Supportive Services and the Change And Innovation Agency. And finally, Contract No. 40 between the Department of Conservation and Natural Resources and Environmental Incentives, LLC.

Governor: Any other contracts you want held Madam Secretary?

Secretary: No.

Governor: All right, let's begin with Contract No. 21, which is the State Public Works, Stein Hospital.

Gus Nunez: Good morning Governor.

Governor: Good morning Gus and, I don't know, is there someone here also from HHS?

Cody Phinney: Good morning Governor.

Governor: Because my question is more along the lines of, I guess, you can answer them too Gus is, how we're doing out there and when the Stein Hospital will be fully available for us. I know that we've opened up pieces of it already and I wanted to kind of hear how that was going as well.

Gus Nunez: For the record, Gus Nunez, Administrator, Public Works Division. From a construction perspective, we currently have a temporary [inaudible] good for six months with the entire facility. The main item on that punch list to get a final [inaudible], it's just access to the Fire Department connection. The Fire Marshal is looking into that. It is behind a fence, security fence. It is no different than a prison where they are behind a fence, so they're—this kind of caught them by surprise and they're out there investigating, letting us know. There is a gate currently that gives access to the outside of the building and to the outside of the fence. The worse-case scenario, we may have to put in a lockbox there so the Fire Department can open it and get direct access to the Fire Department connection from the nearest fire hydrant.

Governor: Well, it is similar to a prison because you've got forensic beds--

Gus Nunez: Exactly. It is no different in a prison, there's forensic, and as I indicate—and there's staff there 24/7, which is what happens at a prison so they can provide access at any time through that gate. We're working with them to see what their final requirement is going to be, but that should be resolved here in the next couple of weeks. Temporary [inaudible] is good for six months, so I think we're in good shape right now.

Governor: Thank you.

Cody Phinney: Thank you Governor, Cody Phinney, Administrator at DPBH, for the record. We have a contingency plan that involves staff to address the issue that Mr. Nunez brought up, so that that is at least temporarily addressed, until the permanent fixes can be put in to place. We have admitted 12 patients to Stein. We expect an additional 13 in the month of December. So, that would be the second pod, they're referring to it.

Governor: And these are all forensic—

Cody Phinney: These are all forensic patients. They're all coming from Southern Nevada, primarily from CCDC.

Governor: And these were patients that otherwise would've gone—had to be flown up north to [crosstalk] Crossing, correct?

Cody Phinney: Correct.

Governor: Yeah.

Cody Phinney: Yes, patients that otherwise would've had to be transported both to Lakes Crossing and then back to Southern Nevada. So, this is significantly more efficient. We also

continue to operate the C-Pod in the Rawson-Neal Hospital with those patients and some of those patients have in fact, now been returned to the criminal justice system as would be expected as the next step in the process. So, we're starting to get that patient flow-through.

Governor: And, what's the capacity at Stein going to be?

Cody Phinney: At Stein it will be 47.

Governor: So, you'll have 25 as of the end of this month. And then when do you anticipate the balance?

Cody Phinney: We anticipate opening another unit in January and the last unit in February.

Governor: Okay.

Cody Phinney: We have an additional 15 staff people starting December 21st, as well.

Governor: So, you're phasing the staffing along with—

Cody Phinney: We are.

Governor: So, it sounds like it's working exactly as planned?

Cody Phinney: It's going exactly according to plan. We met our benchmarks for November. I have to thank Mr. Nunez for his help in making sure that the building issues were addressed and the support from the entire Executive Branch has been fabulous. So, we've met our benchmarks for November. We're still on track for December so far and are expecting to move along nicely with this plan.

Governor: So, will there—will you always use C-Pod for forensic beds or is the plan to move those forensic beds to Stein and use those for civil admissions?

Cody Phinney: The current plan that we have, we have staff working on analysis of the ongoing needs for forensic beds. Currently our analysis is through, at least June, we need to operate the forensic beds we have available to us in order to address the current waiting list and the continued commitments that we expect to happen through that period. We are continuing our analysis to identify based on several scenarios of growth in the commitment process, to estimate how many ongoing beds are needed for the State of Nevada forensic purposes.

Governor: It's hard to estimate, because aren't we at 400-500% over two years ago?

Cody Phinney: It's extremely difficult to estimate the volatility and the numbers that we're working with is extreme, and some years we're seeing a 34% increase. The large increase we've seen is 34% year over year and then other years 1% increase. So, extremely difficult to predict.

Governor: But we have that court order that we have to comply with. So, this plan will ensure that we're in compliance with that court order, correct?

Cody Phinney: This plan is designed to get us into compliance with that court order.

Governor: And, when do you anticipate that we'll be in that range?

Cody Phinney: We expect to have the Clark County waiting list addressed by February and the statewide waiting list addressed in June, then be able to maintain our compliance.

Governor: And then, shifting a little bit and not really relevant to Stein, but the census at Rawson-Neal is down, is it not because the reimbursements are so high in the private hospitals?

Cody Phinney: That is accurate. That is accurate. So, the capacity that we're using for the forensic is not leading to an increase in people waiting on a civil side.

Governor: So there are no issues in terms of a wait on the civil side, so in other words again, I haven't looked at a statistic lately but my understanding is for example at UMC, there is no wait because you can go directly to Rawson-Neal or get a bed at one of the private hospitals.

Cody Phinney: It is, significantly improved from what we'd seen in the past, yes.

Governor: Those were those 100, 150—

Cody Phinney: Yes, 15 is the last statistic I've seen in the community, so that will be—

Governor: In the entire Clark County, 15?

Cody Phinney: Uh huh.

Governor: Wait.

Cody Phinney: That's correct.

Governor: And that is more of an administrative wait, because it's just for processing.

Cody Phinney: Correct, that is about how many we'd expect to have as we move people through.

Governor: Okay. Madam Secretary, any questions?

Secretary: Yes, thank you. This is all on the Charleston Campus, correct?

Cody Phinney: That is correct.

Secretary: And is building three closest to Charleston or is it in more towards the Oakey Street, which—

Gus Nunez: It's pretty much in the middle.

Cody Phinney: I would agree with Mr. Nunez.

Secretary: Okay, it's one of the middle buildings.

Gus Nunez: In between.

Secretary: And, I do want to thank you very much for our church, my church is right next to you and you're a very good neighbor. We've been working with you because we do have issues sometimes with some of your clients, but we do want to thank you very much. We have a new pastor and he's been over, you've toured him. We've gotten to see it. So, I was just curious as to where this one was in our proximity to where you are. Are you, the other buildings that you have since we've now changed three and made that a higher level, are the other buildings at capacity, are they all—because of this—

Cody Phinney: Cody Phinney for the record. The other buildings are primarily outpatient services buildings. So, there are staff in those buildings. Whether we would say they're at capacity, there aren't people living in them. For the most part, Aging and Disability Services does have one building, I believe, on that campus where they're long-term people there living.

Secretary: Yeah, there are some, yeah, we've—when you opened that, we had a tour of it and I remember—

Cody Phinney: And, I apologize, I'm not familiar with the capacity for that Division's building.

Secretary: All right. Thank you Governor, thank you.

Governor: Thank you very much. No. 29 is State Charter Public School Authority.

Patrick Gavin: Did you want me up at the table, I'm sorry.

Governor: Yes, yes.

Patrick Gavin: Okay. I thought so.

Governor: And, if you could just state your name for the record, please.

Patrick Gavin: Patrick Gavin from the State Public Charter Authority. I apologize for being out of breath. I just raced over from the State Superintendent's Office.

Governor: Oh boy, hopefully that was a good meeting, right?

Patrick Gavin: Very good. We're working on getting the CSP Grant finalized, so we can get those dollars out to schools as quickly as possible.

Governor: No, and I was at the—sorry, we're having—sharing a conversation here, but I was at the Matter Academy Ribbon Cutting yesterday and that's beautiful facility, that Charter School over there. So, congratulations on that. I guess, my only question on this contract is, essentially what this contract does is, keep the charter schools in line with the public schools in terms of assessing the performance of the students?

Patrick Gavin: Yes sir.

Governor: Is that a fair characterization?

Patrick Gavin: That's a fair characterization and I can give you more detail if you'd like.

Governor: Yes, please.

Patrick Gavin: Sure. So, pursuant to AB 205, from the 2013 Legislative Session, the Charter School Authority adopted a performance framework for all of its sponsored schools. As part of the framework which was initially developed by Interim Superintendent Canavero, the Authority adopted the ACT Aspires, a parallel assessment, initially for students in high school, because there was no sort of growth test, no way of measuring academic growth for students. I apologize, I'm completely out of breath.

Governor: No, you're fine. I feel bad. Maybe we can call another contract.

Patrick Gavin: No, no, no, it's fine. So, that was the initial intent. As a result of the [inaudible] this year, the statewide regularity in testing, we're in a position where we will not have academic growth data for schools on the statewide test until the fall of 2017, at the earliest. We have multiple schools which are seeking amendments to add additional campuses. For example, just last Friday, we approved a 3,300 student increase for Doral Academy over the next two years.

Governor: They're building one up north, correct?

Patrick Gavin: Yes. That is actually a separate charter, but yes, Doral is adding a new campus up north under a separate Board, which includes Assemblyman Hickey as a Member of the Board and a couple of other local leaders. Then in the Doral Academy of Southern Nevada, we just approved them for three additional campuses which will add 3,300 students there. We also approved Nevada State High School for an additional campus last week. And Coral Academy was also given to campuses in the last several months; one at Nellis Airforce Base and then another at a site in Centennial Hills.

Governor: So, will that, at Nellis, will that Coral Academy take the place of the public school that's there on the base?

Patrick Gavin: That is correct.

Governor: Will they use that same structure, or will they have a separate campus?

Patrick Gavin: In year one, they will mostly likely use the [inaudible] facility. The long-term plan that the military has asked for is, they are repurposing that whole area of the base for additional non-residential uses, so stuff that, I don't know, I don't want to speculate on that it is, but there's not going to be any civilians over in that area. So, they're moving their base housing to the other side of the road and they are also—they want to move the school over there as well. So, [inaudible] is in rather deplorable condition.

Governor: Yeah, I toured it and it's kind of sad because—sad, because it's not in good condition but also, there's a lot of history. There's a lot of families that moved through that school. If it means that there's going to be a brand new building in the new future—

Patrick Gavin: Yes, and Coral has already received approval from us to begin the process of going through a third-party conduit to do that facility as well. So, but going back to my main point sir, we make decisions on whether schools are eligible to add additional campuses, to be renewed or to be closed based on this assessment data. Without growth data for two years, that puts us in a rather difficult position. Particularly for schools that are on the bubble or schools that are low performing that can say, well that's not our fault that we didn't have any data for the last several years because such and such other state agency had an issue of whatever kind. So, we're rolling this out and this is something my Board has approved, the expansion of third grade all the way through twelfth grade. It is aligned to our statewide CAP Stone Assessment, the ACT. So, it will also give predictive data for schools in terms of what they are—how kids are on track for college and career readiness. And it's—and it's actually something that a number of states use as their statewide assessment at this point. So, it's a very well respected test. It also gives us the advantage, unlike some local tests that a school may use, we have direct access to the data and can ensure testing security to make sure that it's not self-scored and there's no inadvertent or deliberate misrepresentation of student data.

Governor: So, in other words, there's—it's a complete even playing field.

Patrick Gavin: Yes sir.

Governor: The charter schools and the public schools.

Patrick Gavin: Yes.

Governor: All right. Madam Secretary, any questions?

Secretary: Nope, just keep up the good work.

Patrick Gavin: Thank you ma'am.

Governor: Thank you very much. Contract 30, is Catamaran and the Department of Health and Human Services. Good morning.

Jill Berntson: Good morning.

Governor: If you could just state your name for the record.

Jill Berntson: Okay, good morning Governor, Madam Secretary, I'm Jill Berntson, Deputy Administrator with Aging and Disability Services Division.

Governor: My question here is, and it's a little bit of an outgrowth of a panel I had on the Western Governor's but this issue with regard to pharmaceutical costs and the increasing costs and the representative from the pharmaceutical industry said, well even though drug prices may be going up the rebates are going up right there with it, so that at the end of the day, prices haven't increased that much. So, I guess what I'm curious about is, what our experience is here in Nevada.

Jill Berntson: Well, can I give you a little bit of background?

Governor: Of course, yes.

Jill Berntson: Okay, so the history of the program, it was established in 1999 under the Guinn Administration. It changed in 2006 because of the introduction of Medicare Part D. Then in 2012, it changed again because of the Affordable Care Act. So, what Medicare Part D does is it pays for prescriptions in the initial coverage phase, the member pays a co-pay and the Part D plan picks up the rest of the prescription. Then once that amount gets to \$2,960, the member goes into what's called the coverage gap or the donut hole and that's when they have to pay 100% of their prescription costs until that amount gets to \$4,700. Then the member falls into what's called the catastrophic coverage, where once again, the member pays a co-pay and the Medicare Part D picks up the rest of the prescription costs. So, the Senior Disability Rx Prescription Program pays for those prescriptions while the member is in the coverage gap or the donut hole.

So, to address your question about the increased costs, it's really hard to project the costs of the program because medications fluctuate so much. One of the things we've seen over this plan period, is like, Captopril —

Governor: What's that?

Jill Berntson: It's a common medication for hypertension and heart disease. And used to be \$0.02-0.04 a pill and has gone up to \$4.00-9.00 a pill. So, the prescription costs vary so much. Kaiser, just last week, put out a study that shows increased cost for cancer medications, rheumatoid arthritis medications and Hepatitis C. So, it does fluctuate a lot.

Governor: So, what does that do, if anything, to our program? So, the money that you get, does it increase along with the increase in the drug prices or does that mean fewer people get served because of the increase in the price?

Jill Berntson: Well, so what happens is, people fall into the donut hole sooner, and then we're paying for their prescriptions longer. Because, prior, when prescriptions were lower, they wouldn't go into the donut hole until late in the program year and so we might help them with their prescriptions for a month or two, where now, they're falling into the donut hole sooner and so we're paying for them to be in the donut hole longer which increase—

Governor: Does that mean we're serving less people, are we still able to serve everybody?

Jill Berntson: We're still serving everybody at this time. The last quarterly report, I think we were serving—we have a total of 5,240 people that we're serving. Of that, only 1,142 people were in the donut hole for that quarter.

Julie Katechuer: If I could just add something. Julie Katechuer, for the record. Our maximum liability is limited to about \$2,700, because at that point, they would go back into catastrophic. So, regardless of how high drug prices go, we still only pay up to that \$2,700, they just move into catastrophic quicker. Where we see the increase is people falling in—the fell into December, into the donut hole, the plan year resets in January, maybe we paid \$200. If they fall in in September, then we're more likely to pay a bigger portion of that \$2,700 to get them into catastrophic.

So, and there are two really big primary pushes for drug costs. One is brand names, putting things back on patent where in ACA, they were required to take them off patent after so many years, but they did innovations and so they rebranded the drugs and put them on patent. The largest concern, like with Captopril is that generic drug companies have combined and fewer generic drug companies are producing drugs. So, there used to be 20 and now there are six. Maybe only one makes Captopril. So, there's no competition, as long as they charge less than brand, they can raise the generic drug cost up as high as they want to.

Governor: Like I said, that's probably another discussion for another day, but we have the money and we're able to provide what we need to? I mean, and I don't—I'm not that far into the budget, I'm just trying to get to where—is this state money or federal money, as these costs increase?

Julie Katechuer: This money is Healthy Fund of Nevada money.

Governor: That's tobacco?

Jill Berntson: Yes.

Julie Katechuer: Yes.

Governor: So, that depletes our tobacco money faster, is that a fair way to put that?

Julie Katechuver: We're still spending within budgeted amount. We haven't exceeded our budget, but we used to be able to offer additional services and now we can't because it's all gone to pay for the pharmaceuticals.

Governor: Okay. Madam Secretary, anything?

Secretary: I was just curious, what other programs were you offering, when you said that?

Julie Katechuver: Dental.

Jill Berntson: Our dental program.

Secretary: Dental. Wow.

Governor: So, that means somebody may not get their dental—

Julie Katechuver: We had to cancel our dental program.

Secretary: Okay. Thank you. And, any—are there any tobacco sensation programs that you were doing out of that money at all?

Julie Katechuver: No.

Secretary: Nothing?

Jill Berntson: No, the statute actually dedicated a particular amount of tobacco funding specifically to Senior Disability Rx.

Secretary: Thank you. Thanks Governor.

Governor: Thank you very much. 36 is DHHS, Change And Innovation Agency. Good morning.

Naomi Lewis: Good morning.

Governor: And, my purpose for asking for this is, I think it's good news, but not a lot of people know about it. In terms of this lobby management efficiency effort and trying to help individuals so they're not waiting so long for services. So, will you kind of take us through what the problem is and how it was and how this improves it?

Naomi Lewis: I'd be happy to. It's a huge success. For the record, my name is Naomi Lewis. I'm the Deputy Administrator for Program and Field Operations at the Welfare Department. The [inaudible] system is a cloud-based lobby management, task management system that tracks each

client on their steps through the process and it aggregates that data into one system so that the Division can monitor, measure and move resources on a real-time basis in order to provide the best customer service experience. Twelve offices currently do have the product and this contract amendment is to add that product to the rest of the District Offices. It supports the virtual work model. It supports the Universal Caseload Concept. And it supports a task model, which are all different than what we used to do, right. So, this has been kind of a long process.

Governor: So, make it a little more real for me. So, if I'm a client, how does my experience change as a result of this system?

Naomi Lewis: So, basically the information is entered into the system and the next available worker will pick up that particular task and bring the individual back, assuming they're in the lobby, bring the individual back and actually work that case from start to finish. So, historically, we would pick-up the application, ask the client to bring back information and then 10 days later pick it up again and then 10 days later potentially pick it up again before we worked it. The model now, the business model now is to bring that individual back and to slow down and take the time to make the phone calls, the collateral contacts, get the verifications and process that case from beginning to end so that by the time that individual leaves the office, they are leaving the office with benefits. Prior to this business model, we did that 4% of the time. We are successfully doing that 70% of the time now.

Governor: So, what's the time difference if I'm a client? So, now 70% of the people are getting benefits within a day, how long before would it have taken for me to get benefits?

Naomi Lewis: 45 days or better. The average processing time was 52 days, for all the programs.

Governor: And now you've shortened that to a day.

Naomi Lewis: Well, it's 12 days—in the whole picture, the average processing time is 12 days. 70% of the time, we're doing that the same day.

Governor: So, and again, for those folks that are waiting for that, that's a huge improvement for them.

Naomi Lewis: Correct. Correct. It has reduced—the big picture for the product is, we learned that 70% of the people standing in the lobby were standing there because they wanted to find out the status of their case. So, that creates a second touch or a third touch or a fourth touch and it requires resources to manage that work flow. What we learned was, if we can take care of the issue in one touch, then you don't have those five or six or seven additional touches using resources.

Governor: Well, that's from the State's perspective, but from the client's perspective the frustration of not knowing where they are and not only where they are in the process but when that process will be complete.

Naomi Lewis: Absolutely agree.

Governor: Does that have application in other places, Mr. Wells?

Clerk: It's something that we could look at.

Governor: Yeah.

Naomi Lewis: The business model sure does, absolutely.

Governor: Madam Secretary, any questions?

Secretary: No, thank you.

Governor: Thank you, that was really helpful.

Secretary: Very helpful.

Governor: The final is Contract 40 which is Department of Conversation and Natural Resources and Environmental Incentives. Mr. Lawrence, good morning.

Jim Lawrence: Good morning.

Secretary: Hi.

Jim Lawrence: Good morning Governor, Madam Secretary.

Secretary: I'm on the TRPA with him, so I get to see him a lot.

Governor: Well, this is a chance to talk about our favorite subject, sage-grouse, so.

Secretary: Absolutely.

Jim Lawrence: So, for the record, Jim Lawrence, Deputy Director for the Department of Conservation and Natural Resources. With me this morning is Kacey KC, who is our Program Manager for the Sage-Grouse Ecosystem Program. Full disclosure, I'm very passionate about this system so I could talk through lunch and I know you don't want me to do that.

[crosstalk and laughter]

Jim Lawrence: So, please, if I'm getting off path and you want me to talk about something else, please feel free to interrupt. I think, you know, the best thing to do is kind of put this in context. Almost one year ago, to this day, that our Sage-Grouse Ecosystem Council and our partners unanimously approved the Conservation Credit System. That was no easy lift, because we had very diverse representation on the Sage-Grouse Ecosystem Council and we took in federal input.

So, to get our credit system to a point with unanimous support was really quite the achievement and very proud of the work that KC and the team did to get us to that point.

This contract is an extension of our existing contract with Environmental Incentives and they're the company that we contracted with to help develop this credit system; for basically mitigation of human disturbance or what we call anthropogenic disturbances out in sage-grouse habitats.

Governor: Anthropogenic, is that—

Jim Lawrence: Anthropogenic which is, you know, mining renewable energy. When we started this process and it was actually back when you had the Sage-Grouse Taskforce, they heard consistent testimony from, you know, either industry or environmental groups or even some of the public agencies that existing mitigation programs for sage-grouse really just weren't working well. There was, you know, concern that existing mitigation programs weren't actually based on the best available science. That the process was too long in negotiating mitigation. They wanted some sort of system that does a couple of things, that's consistent, transparent, encourages landowner participation and stewardship and can provide sort of certain to industry as they're going through their permit process, typically with the federal government on federal land; that they know what the mitigation will be at the end. And we've done that with the credit system. It is a lot of partners were involved and it is really unique to Nevada, I think, it was kind of cutting edge.

Governor: When you say, you know, it's unique and cutting edge, you know, it's novel. And, it's part of my conversations with the Secretary and you know, from our perspective, we are situated differently from other states. We are 86% federal land, so there aren't as many opportunities to do that mitigation work on some of those sensitive areas because they are public lands. This system would allow an entity to do that work and then, obviously get that credit. At the site of, you know, whatever it is, a mining site or what have you, you know, my position is that we have this great idea that has that consensus of all the interested parties, but there really hasn't been an opportunity to show that it works. So, part of my conversation with the Secretary was that we need a pilot project to show how great it works and there's been a commitment to do that. So, I would imagine that we'd have some projects that are lined up that could be candidates for that pilot, you know, just to cut to the chase here.

Jim Lawrence: Sure, we do. One is, it was great that you had that conversation about that commitment because in a State that's 86% federally managed, if we can't use the public lands, it's just not going to have the success that we wanted to have. We have been doing pilot projects this past summer on private land. We've been working with the BLM to get a memorandum of understanding in place to put in the mechanism between the Forest Service and the Bureau of Land Management and the State, to start doing projects on public land. We have identified certain projects, already internally, working with some of our state agencies and partners, like the Department of Wildlife. We're going to be reaching out to other State Agencies as well.

Then, at the same time, we're intending to, this week, go out with a solicitation, utilizing some of the funds that were part of your major budget initiative that was approved, to basically solicit

public agencies, non-profit organizations and private land owners to come forward with projects that will be in the credit system. So, we've already had a lot of interest in that. The interest increasing since the EIS was approved and the record of decision was issued, there's—you know, there's certainly a lot of work that needs to be done there, but fortunately there is, you know, this consensus around the credits and stuff.

We've been approached by different entities for projects from [inaudible] juniper removal, in order to grow, basically sage-grouse habitat. Removal of old telephone lines which can be used by ravens and that's a threat to the sage-grouse.

Governor: Predators, yeah.

Jim Lawrence: Meadow protection, it's the meadows that are extremely important to the sage-grouse, as far as their rivering habitat. So, we are getting more and more folks just calling out of the blue once they learn about the credit system and more importantly, learn how they can participate. So, we are getting the projects lined up. We have already identified some projects that would be on public land, that we could use as a pilot project. And, we're looking forward to getting going.

Governor: That's great news. Madam Secretary, any questions? Thank you, keep up the good work. Appreciate it.

Secretary: Do we call it sage-hen or sage-grouse? If you talk to Congressman Amodei, he gives me a bad time and says I need to say 'hen', so I don't know, what's the correct terminology, so I can tell him?

Governor: You say potato, I say potato. All right, any other contracts you wanted to hear Madam Secretary?

Secretary: No.

Governor: So, the chair will accept a motion to approve Contracts 1-44 with the withdrawal of Contract No. 28.

Secretary: So moved.

Governor: Secretary has moved for approval. I second the motion. All in favor say aye. [ayes around] That motion passes 2-0.

***11. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS ([Attached as Exhibit 3](#))**

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

Clerk's Recommendation: I recommend approval.

Comments:

Governor: We will move on to Agenda Item No. 11, which are Master Service Agreements, Mr. Wells.

Clerk: Thank you Governor, there are three Master Services Agreements listed in Exhibit 3 for approval by the Board this morning. We have not had additional requests for information from any of the members.

Governor: I have no questions. Madam Secretary, is there a motion for—

Secretary: I was trying to see that the Sign Language Communication No. 2 is in there. So, I will move for approval of the Master Service Agreements.

Governor: Secretary has moved for approval of the Master Service Agreements described in Agenda Item No. 11. I second the motion. All in favor say aye. [ayes around] That motion passes 2-0.

12. CONTRACTS APPROVED BY THE CLERK OF THE BOARD ([Attached as Exhibit 4](#)) – INFORMATION ITEM

Pursuant to NRS 333.700 subsection 7 (a), the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 – \$49,999). Attached is a list of all applicable approvals for contracts and amendments approved from October 16, 2015 through November 13, 2015.

Thirty-five contracts were submitted for the boards review

Comments:

Governor: We will move on to Agenda Item No. 12, Contracts Approved by the Clerk of the Board. Mr. Wells.

Clerk: Thank you Governor. There were 35 contracts under the \$50,000 threshold that were approved by the Clerk between October 16th and November 13th of 2015. This item is informational only and there were no additional requests for information from any of the members.

Governor: I have no questions. Madam Secretary?

Secretary: No, thank you Governor.

13. INFORMATION ITEMS

A. Fiscal Year 2016 – 1st Quarter Overtime Report

B. Department of Public Safety- Emergency Management – City of Caliente

Pursuant to NRS 353.2755, the Division of Emergency Management is notifying the Board of Examiners of its intent to request a recommendation by the Board of Examiners to the Interim Finance Committee for approval of a grant from the Disaster Relief Account to the City of Caliente to cover expenses for site cleanup and repairs incurred as a result of flash-flooding that occurred on July 15, 2015.

C. Department of Public Safety- Emergency Management – Douglas County

Pursuant to NRS 353.2755, the Division of Emergency Management is notifying the Board of Examiners of its intent to request a recommendation by the Board of Examiners to the Interim Finance Committee for approval of a grant from the Disaster Relief Account to Douglas County to cover expenses for site cleanup and road repair incurred as a result of flash-flooding July 3rd through July 11, 2015.

D. Department of Corrections – Northern Nevada Restitution Center

The Department of Corrections processed the first amendment to the revenue land lease agreement with Dayton Valley Turf, Inc. (DVT) to correct the originally cited land address. DVT utilizes the land for turf operations and employs at least one offender resident.

Comments:

Governor: Let's move to Agenda Item No. 13, First Quarter Overtime Report. Go ahead Mr. Wells.

Clerk: Thank you Governor. There are four information items in the report, or in the Agenda this morning. The first is a report on overtime that was paid for the first quarter of FY 2016. This includes both overtime and accrued compensatory leave. It accounted for a total of approximately \$9,000,000 or almost 4% of total pay for the first quarter, that's about a 9.6% increase from the same period in FY 2015.

The second and third items are notifications from the Division of Emergency Management of intent to request allocations from the Disaster Relief Account; pursuant to NRS 353.2755. This is the first step in that process, so these are informational only at this juncture. Once the final applications have been submitted to both the Division of Emergency Management and the Department of Taxation, those two organizations will submit reports to the Board with the

requests for having the Board approve them and submit them to IFC for a Disaster Relief Account withdrawal.

Then the last item on there is just an information item on a revision to a lease that was approved at the September meeting. It simply corrects the address in that document.

Governor: So, with regard to that being said, you're fine, this is fairly routine in terms of the process, in terms of seeking those funds. So, I have no questions on that. My only question is on the overtime. If you could give me a little more analysis on it.

Clerk: Absolutely. So, the highest dollar amount for the quarter was the Department of Corrections. They had almost \$2,500,000, almost \$500,000 that was at High Desert State Prison, so in the South. And, \$350,000 at Southern Desert. About \$336,000 in Ely. About \$260,000 at the Prison Medical and about \$250,000 in Northern Nevada Correctional Facility here in Carson City. So, you see a lot of that with the vacant positions and training and the requirement to continue to fill posts, in those, it's not a very big surprise. The DOC, the Department of Corrections, I know they are working on and have filled many of the positions that were allocated in the first round of the additional officers for FY 2016 and so we're hoping that those officers start hitting posts and start decreasing some of the overtime there.

Governor: So, in other words, both ends are going to meet here. We approved, what was it, 100 new positions statewide and we are phasing those in.

Clerk: Correct.

Governor: And so, as we fill those positions, theoretically, the overtime should decrease.

Clerk: Correct. If they can keep the positions filled, they will start to see a decrease in the both of them. The highest is the percentage of total pay for the quarter was the Department of Conservation and Natural Resources, typical for this time of year, firefighting efforts. So, most of it is in the forest—the Division of Forestry. The top three increases by dollar were Corrections, DCNR and Public Safety. Conversely, there were several departments that had pretty significant decreases from FY '15. Transportation, Administration and Veterans Services all decreased by more than \$100,000. But you start to see in overtime, there's some fluctuations from period to period, or from year to year. The Department of Administration, for example, most of that decreases the budget building cycle, so the budget building cycle in even years generates overtime for the Budget Division, that does not exist in the even years, and so—or, in the odd years, excuse me.

Governor: Shouldn't we see some reduction as well because of the elimination of the furloughs?

Clerk: We're hoping that that is, especially for like the Department of Corrections where they continuously had to fill those positions and the furloughs were just an added burden of having to do those. So, yes, absolutely hope that the removal of the furloughs will result in a reduction of

overtime as we move through the year. I know that in our office, we're actually making some preparations for in advance of next year, to make it so we can cut down on overtime as well. So, we're looking at ways that we can streamline processes and improve processes to reduce overtime.

Governor: And then, just generally, are we about where we thought we'd be with regard to overtime?

Clerk: You know, overtime is such a difficult one to project. I think, right now I think that looking at it, there are a couple of organizations that are on some negative trends. Corrections is one. Public Safety is another. I'd like to see some—I'm hoping that the new officers in Corrections will reverse that trend. Public Safety, I think is another one that we're going to have to take a look at a little bit more closely and find out why, if there's an underlying reason and what we can do to offset some of that. I know that they have also had problems with turnover, and I know that Director Wright had just told me that they just lost, I think eight officers in one short amount of time, a week or two week period, to the City of North Las Vegas. And, with the increase of the Metro Police Departments getting 345 new positions, over the next year I think or two years, he's bracing for more impacts and more officers leaving because of the pay differential.

Secretary: And there is Governor, if I might add, for peace officers, we have openings and we were all vying for the same person and they are going from each agency to see what's the best deal for them. There's so few to have and Corrections is being dinged the most, but the Counties are all hurting, we just don't have enough people applying for those jobs.

Governor: Well, and it's something that we're going to look at. I mean, we have to be competitive when it comes to public safety because it does us no good to put somebody through an Academy and have them here a year or two and the lose that knowledge and experience to a municipality or a county.

Clerk: You are seeing a significant number leave in that first five year period, so that we do train them, get them out, do all the training and then we're seeing them depart. I know Director Wright is concerned with this big increase in Metro, that you could see some mid-career officers leave as well, because they'll now need additional—

Governor: They're going to need sergeants and lieutenants and you know, those higher ranks.

Clerk: Correct.

Governor: Captains. Any other questions, Madam Secretary?

Secretary: No, but thank you for bringing it up. I'm really glad somebody's working on it. Because we're having a tough time.

Governor: All right, anything else on that agenda item, Mr. Wells?

Clerk: That's all Governor.

14. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Comments:

Governor: We'll move to Agenda Item No. 14, Board Member Comments, Public Comment. Any public comment from Carson City?

Patrick Gavin: Thank you Governor, Madam Secretary, Patrick Gavin from the Charter School Authority, for the record, I did want to give you one piece of good news which is rather late breaking, which is that thanks to the support of Senator Harris, with SB 509 during the most recent legislative session, a bill which you signed Governor, Nevada was just ranked No 1 in the nation in terms of Charter School Accountability Policy.

Governor: Number 1 in the nation.

[crosstalk and laughter]

Patrick Gavin: There's plenty of work we still have to do.

Governor: Congratulations.

Patrick Gavin: This is really critical work and we couldn't have done it without the support of then Superintendent and now, Chief Strategy Officer Erquiaga, or Mr. Wells, predecessor [inaudible] who was also very helpful in—

Governor: No, in all seriousness, congratulations. That's a big deal. That is a big deal and I appreciate everyone's efforts that have gone in to that. It is really nice to be at the top of a good list. So, appreciate you sharing that with us.

Patrick Gavin: Okay, thank you sir.

Governor: Thank you. All right. Any other public comment? Any public comment from Las Vegas? I don't see anyone there.

Las Vegas: No Governor.

***15. FOR POSSIBLE ACTION – ADJOURNMENT**

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: All right. Is there a motion to adjourn?

Secretary: Please adjourn.

Governor: Okay, and before I do that, happy holidays to everybody. Really enjoy your families. So, there's a motion to adjourn. I second it. All in favor say aye. [ayes around] Motion passes 2-0. This meeting is adjourned.

Respectfully submitted,

JAMES R. WELLS, CLERK

APPROVED:

GOVERNOR BRIAN SANDOVAL, CHAIRMAN

ATTORNEY GENERAL ADAM PAUL LAXALT

SECRETARY OF STATE BARBARA K. CEGAVSKE

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division**

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

Date: December 08, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Sherri Barkdull, Budget Analyst *SB*
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

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

Agenda Item Write-up:

Pursuant to NRS 353.335 the Department of Conservation and Natural Resources, Division of State Lands is requesting approval to accept a donation of land for the benefit of the Division of State Parks.

Additional Information:

The agreement provides for the acceptance of a land donation to the state from the Nevada Land Trust (a non-profit organization). The land donation consists of 45.5 acres of land within the Ash Canyon area of Carson City.

An Appraisal of Fair Market Value was completed by the Nevada Land Trust and the value of the 45.5 acre parcel was determined to be \$205,000. This land will be assigned to the Division of State Parks to manage as a portion of the Nevada Lake Tahoe State Park. The Division of State Parks indicates acceptance of this land donation does not generate any additional cost to the agency.

Statutory Authority:

NRS 353.335.

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

LEO DROZDOFF
Director

BRIAN SANDOVAL
Governor

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

Department of Conservation
and Natural Resources

CHARLES C. DONOHUE
Administrator



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

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
Division of State Lands

Memorandum

Date: December 8, 2015
To: Jim Wells, Director
Governor's Finance Office, Budget Division
Attn: Sherri Barkdull, Budget Analyst IV
Governor's Finance Office, Budget Division
From: Charles Donohue, Administrator,
Division of State Lands

RECEIVED

DEC 08 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

**RE: AGENDA ITEM for JANUARY 12, 2016 BOARD OF EXAMINERS AND
SUBSEQUENT FEBRUARY INTERM FINANCE COMMITTEE APPROVAL.
Approval request for acceptance of a Land Donation in Carson City.**

The Division of State Lands, for the benefit of Nevada Division of State Parks, is requesting your assistance in placing the attached Conveyance Agreement on the upcoming agendas for the Board of Examiners and Interim Finance Committee meetings.

The State of Nevada will be granted title by a Gift Deed from the Nevada Land Trust (a non-profit organization), property consisting of 45.5 acres of land within the Ash Canyon area of Carson City.

The proposed property is bordered on the west and north by Lake Tahoe Nevada State Park, on the east and south by Carson City Open Space Program lands and the United States Forest Service. This land will be assigned to the Division of State Parks to manage as a portion of the Nevada Lake Tahoe State Park. This property was the last privately owned parcel in this area.

The land that is proposed for donation was purchased from a willing seller by the Nevada Land Trust for the purposes of acquiring lands with associated water rights to protect a wet meadow, downstream water quality and quantity benefits for the public and wildlife habitat.

BOE and IFC approval is needed pursuant to NRS 35³.335. An Appraisal of Fair Market Value was completed by the Nevada Land Trust and the value of the 45.5 acre parcel was determined to be \$205,000.00.

The Nevada Division of State Parks has indicated the acceptance of this land donation does not generate any additional cost to the agency.

We appreciate your assistance in placing this item on the agenda to obtain approval from both the Board of Examiners and the Interim Finance Committee.



BSS, PARKS-25 5228/14554
Carson City
A.P.N.:007-601-01

Seller: Nevada Land Trust
P.O. Box 20288
Reno, Nevada 89515

Buyer: STATE OF NEVADA
Division of State Lands
901 South Stewart Street, Suite 5003
Carson City, Nevada 89701

CONVEYANCE AGREEMENT
ASH CANYON PARCEL

THIS CONVEYANCE AGREEMENT (“Agreement”), is made and entered into this 8th day of December, 2015, by and between NEVADA LAND TRUST, (“SELLER”), whose address is Post Office Box 20288, Reno, Nevada 89515 and the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS (“BUYER”), whose address is 901 S. Stewart Street, Suite 5003, Carson City, NV 89701. SELLER and BUYER are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. SELLER is the owner of certain real property and water rights set forth in Vested Claim #V10053 appurtenant to and associated with the property lying and situated in Carson City, Nevada, more particularly described on Exhibit “A” attached hereto and incorporated herein (herein sometimes referred to as “Property”).

B. SELLER desires to convey and BUYER desires to acquire the Property in accordance with the terms of the Agreement and the Authority under NRS 321.001.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties hereby agree as follows:

1. **REPRESENTATIONS AND WARRANTIES:** No person is authorized to make, and by execution hereof, BUYER and SELLER acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein, and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on BUYER or SELLER. The only representations or warranties outstanding with respect to the subject matter of this transaction, either express or implied by law, are set forth herein.

2. **CONVEYANCE OF PROPERTY:** SELLER agrees to convey the Property, together with all SELLER's rights, title and interest, in accordance with the terms of this Agreement.

3. **CONSIDERATION:** For valuable consideration per NRS 353.335 for environmental protection and enhancement, and to maintain public access, SELLER agrees to convey the Property to BUYER at no cost.

4. **ESCROW, CONVEYANCE , AND TITLE INSURANCE:** The conveyance of the Property shall be consummated through an escrow (the "Escrow") established with TICOR TITLE OF NEVADA, INC., 5441 Kietzke Lane, Suite 100, Reno, Nevada 89511; Escrow Officer, Commercial Division, (775) 824-3232 ("Escrow Holder"). Funds held in Escrow if any, shall be deposited into an interest bearing account. Escrow shall close as soon as possible. The Escrow shall not be extended without the written consent of both Parties.

a. The Parties agree and understand that Escrow is open under number 1403821-CD. The date escrow actually closes, and the Deed is recorded, shall be referred to as the "Close of Escrow."

Escrow Holder is hereby authorized and instructed to act in accordance with the provisions of this Agreement, which Agreement, together with Escrow Holder's standard escrow instructions, shall constitute Escrow Holder's escrow instructions. As between the Parties, if there is a conflict between Escrow Holder's standard instructions and this Agreement, this Agreement will control.

b. Ad valorem property taxes for the current fiscal year shall be prorated to the Close of Escrow per NRS 361.055 and paid by SELLER.

c. All assessments, and/or special taxes, including the full principle amount of all bonded indebtedness encumbering the Property, if any, shall be paid by SELLER. To the extent such amounts can be identified or reasonably estimated by Escrow Holder they shall be accordingly paid (or reserved for payment) at Close of Escrow. Provided, however that BUYER shall be solely responsible for any assessments resulting from BUYER'S mapping, rezoning or otherwise developing of the Property.

d. SELLER shall obtain on behalf of the BUYER a C.L.T.A. owner's policy of title insurance in the amount of TWO HUNDRED FIVE THOUSAND DOLLARS (\$205,000.00) as supported by the appraisal dated October 21, 2014, completed by Daniel Leck for the SELLER. Owner's policy will be issued by TICOR TITLE, subject only to those exceptions disclosed herein or otherwise not objected to by BUYER in the preliminary title report and accepted as disclosed in Paragraph 5 of this Agreement.

e. SELLER shall pay the reasonable and customary transaction costs such as the Escrow fees, recording fees, document preparation fees, and similar costs not specifically allocated in this Agreement. SELLER shall pay any and all fees related to clearing objectionable title issues.

f. Fee simple title shall be conveyed by Gift Deed.

g. SELLER shall diligently attempt to achieve the satisfaction of these conditions without undue delay. If any of these conditions cannot be met, then, unless waived by BUYER in writing, Escrow Holder, upon receipt of notification from BUYER or from SELLER that it cannot or will not be able to satisfy a condition, shall immediately cancel the Escrow and if such cancellation occurs, neither Party shall have any further obligation, rights, or liability under this Agreement. In the event of such cancellation SELLER shall pay the Escrow costs.

5. SELLER'S REPRESENTATIONS, COVENANTS, WARRANTIES AND OBLIGATIONS: SELLER represents to BUYER that to the best knowledge of SELLER, title to the Property shall be conveyed to BUYER without any encumbrance or lien as evidenced by a preliminary title report except those encumbrances accepted by BUYER, which include:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by the public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but could be ascertained by inspection of the Land or that may be asserted by persons in possession of the Land.**
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to lien for services, labor or material not shown in the Public Records.
- 6a. General and special State, County and/or City property taxes, including any personal property taxes and any assessments collected with taxes, payable in four (4) quarterly installments (due on or before 3rd Monday in August and 1st Monday in October, January and March, respectively).
7. The lien of supplemental taxes, if any, assessed pursuant to the provisions of the Nevada Revised Statutes.
8. Any liens, charges or assessments levied by the Carson City water, sanitary sewer and storm water utility district by reason that the Land is located within said district.
9. Water rights, claims or title to water, whether or not disclosed by the Public Records.
10. Rights of way for any existing roads and alleys, trails, canals, ditches, flumes, conduits, pipes, poles or transmission lines on, under, over, through or across the Land.
11. Rights of way for Hobart Creek, and any easements pertaining thereto, including but not limited to any prescriptive or implied rights and/or easements.
12. Reservations, exceptions and provisions contained in the patent from the State of Nevada, and in the acts authorizing the issuance thereof.

Recording Date: July 25, 1903

Recording No.: Book B, Page 1, Washoe County Patent Records and

Recording Date: February 2, 1904

Recording No.: Book 29, Page 485, Carson City Deed Records

13. Easement and rights incidental thereto as delineated or as offered for dedication on the Record of survey for Nevada Division of State Parks

Recording Date: December 29, 1980

Recording No.: Book 4, Page 858, as Document No. 1200, Carson City Official Records

14. Terms, provisions, easements and conditions as contained in an instrument

Entitled: Access Clarification for Deed dated the 18th Day of July, 1994, Recorded as Document No. 1821132, Official Records of Washoe County, Nevada and Recorded as Document No. 209840, Official Records of Carson City, Nevada

By: C.W. Nevada Incorporated

Recording Date: September 15, 1998

Recording No.: 223355, Carson City Official Records and

Recording Date: September 22, 1998

Recording No.: Book 5392, Page 558, as Document No. 2255579, Washoe County Official Records

15. Terms, provisions, easements and conditions as contained in an instrument

Entitled: Access Clarification for Deed dated the 30th Day of September, 1994 Recorded as Document No. 1839770, Official Records of Washoe County,

Nevada and Recorded as Document No. 209841, Official Records of Carson City, Nevada

By: Robert W. Marshall and Nanette Marshall

Recording Date: October 29, 1998

Recording No.: Book 5445, Page 140, as Document No. 2270066, Washoe County Official Records and

Recording Date: November 3, 1998

Recording No.: 225588, Carson City Official Records

- 16. Easement and rights incidental thereto as delineated or as offered for dedication on the Record of Survey in Support of a Boundary Line Adjustment for Carson City, a political subdivision of the State of Nevada**

Recording Date: September 28, 2011

Recording No.: Book 10, Page 2769 as Document No. 415878, Carson City Official Records

- 17. Any policy of title insurance issued under this application will not insure a legal right of access to and from said land.**
- 18. Said land is subject to the requirements of NRS section 113.065, including, but limited to, the execution and recordation of an Open Range Disclosure.**
- 19. Any claims of rights of way for public use, and/or the presence of livestock, on or across said land associated with its location adjacent to Open Range, per NRS 113.065.**

Carson City, NV 89701

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second day after deposit with the courier and notices mailed shall be deemed to have been given on the second day following deposit or on the third day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. The addresses and addressees, for the purpose of this Paragraph, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee stated by written notice, or provided herein if no such notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

10. TIME: Time is of the essence for each provision of this Agreement of which time is a factor.

11. ATTORNEYS' FEES: In the event of any action or proceeding, including an arbitration brought by either Party against the other under this Agreement, the prevailing Party shall be entitled to recover statutorily recoverable costs and expenses including the reasonable fees of its attorneys incurred for prosecution, defense, consultation or advice in such action or proceeding.

12. COMPUTATION OF PERIODS: All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date to perform any act or give any notice with respect to this Agreement, shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday, or state of national holiday.

13. INTERPRETATION: The Parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. The Parties have equal bargaining power, and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of same, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes the uncertainty to exist or against the draftsman. This Agreement contains the entire agreement between the Parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, or written, are merged and integrated into this Agreement.

14. SURVIVABILITY: All covenants of BUYER or SELLER which are intended hereunder to be performed in whole or in part after Close of Escrow and all representations, warranties and indemnities by either Party to the other, shall survive Close of Escrow and delivery of the Gift Deed, and be binding upon and inure to the benefit of the respective Parties.

15. MUTUAL INDEMNITY: SELLER and BUYER hereby agree to indemnify, defend and hold the other Party, to the extent allowed by law, harmless against any and all liability, claims, costs or expenses arising directly or indirectly out of the covenants, representations and warranties given by the indemnifying Party to the other in this Agreement.

16. AUTHORITY OF PARTIES: Any corporation or governmental agency signing this Agreement, and each agent, officer, director, or employee signing on behalf of such corporation or government agency, but in his individual capacity, represents and warrants that said Agreement is duly authorized by and binding upon said corporation or government agency. Any individual

signing this Agreement on behalf of a partnership or business entity other than a corporation represents that such other entity has power and authority to enter into this Agreement and by such person's act is bound hereby.

17. COUNTERPART: This Agreement and any other agreement (or document) delivered pursuant hereto may be executed in one or more counterparts and by different Parties in separate counterparts. All of such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts of this Agreement has been signed by each Party and delivered to the other Parties.

/

/

IN WITNESS WHEREOF, the Parties hereto have executed this Conveyance Agreement on the date set forth beneath their respective signatures below.

SELLER:

NEVADA LAND TRUST

By *Charles P. Byrne*

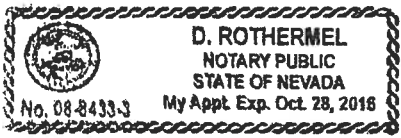
Date *12/7/15*

STATE OF NEVADA)

COUNTY OF *Carson City*

On *December 7*, 2015 personally appeared before me, a notary public, who acknowledged that he executed the above instrument.

D. Rothermel
NOTARY PUBLIC



BUYER:

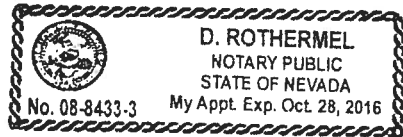
STATE OF NEVADA
DIVISION OF STATE LANDS

By: Charles Donohue
CHARLES DONOHUE
Administrator and Ex-Officio
State Land Registrar

STATE OF NEVADA)
)
CARSON CITY)

On December 3, 2015, personally appeared before me, a notary public, CHARLES DONOHUE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above document.

D. Rothermel
NOTARY PUBLIC



APPROVED AS TO FORM:
ADAM PAUL LAXALT
Attorney General

By: Lori M. Story
LORI M. STORY
Senior Deputy Attorney General

Date: 12/3/2015

APPROVED AS TO FORM:
STATE BOARD OF EXAMINERS

By: _____

Date: _____

APPROVED AS TO FORM:
INTERIM FINANCE COMMITTEE

By: _____

Date: _____

**EXHIBIT A
TO
CONVEYANCE AGREEMENT**

LEGAL DESCRIPTION

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

All that certain parcel of land described in the certain Grant, Bargain and Sale Deed executed on the 28th day of July, 1982 by Curtiss-Wright Corporation, as grantor, and C-W Nevada, Incorporated, as grantee, recorded February 24, 1983, in Book 335, Page 659, as Document No. 16730, Official Records, Carson City, Nevada, also recorded January 24, 1983, in Book 1826, Page 556, as Document No. 835103, Official Records, Washoe County, Nevada, described therein as:

**TOWNSHIP 15 NORTH, RANGE 19 EAST, Mount Diablo Meridian:
Section 4:**

SE ¼ lying West of the original common boundary between Washoe County and Ormsby County, and East of the County line between Carson City and Washoe County as established on July 1, 1969.

EXCEPTING THEREFROM

All that portion thereof lying Easterly of the original common boundary between Washoe County and Ormsby County as described in that certain Warranty Deed executed by Carson City, a political subdivision of the State of Nevada, County of Carson City to the United State of America recorded on September 30, 2011 as Document No. 415950, Official Records.

TOGETHER WITH

all water, water rights, dams, ditches, water diversions, pumps, wells, motors, and stock water rights, water applications and water permits attached to, appurtenant to or used in connection with any or all of the above described land.

Brian Sandoval
Governor



James R. Wells, CPA
State Budget Interim Director

Janet Murphy
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: December 10, 2015

To: James R. Wells, Clerk of the Board
Department of Administration

From: Paul Nicks, 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.

DEPARTMENT OF ADMINISTRATION, FLEET SERVICES DIVISION

Agenda Item Write-up:


Replacement Vehicle Request: Pursuant to NRS 334.010 the Department of Administration, Fleet Services Division requests approval to replace one vehicle not to exceed \$28,650 due to a vehicle accident resulting in a total loss of the vehicle.

Additional Information:

This authorization will be funded with accident recovery funds and from the agency's reserves.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: 
ACTION ITEM: _____

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

Agency Name: DoA - Fleet Services	Budget Account #: 1356
Contact Name: Keith Wells	Telephone Number: 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:

Number of vehicles requested: 1 **Amount of the request:** \$28,650.00

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

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

Full size sedan

Mission of the requested vehicle(s):

Supports Division of Child and Family Services programs

<p>Were funds legislatively approved for the request?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>If yes, please provide the decision unit number:</p> <p>If no, please explain how the vehicles will be funded? Reserves and Insurance Recovery Funds</p>
------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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


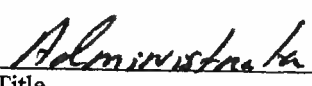
 Addition(s) 1 Replacement(s)

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

Not Applicable

<p>Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p>Current Vehicle Information: Vehicle #1 Model Year: 2008 Odometer Reading: 77984 Type of Vehicle: SUV</p> <hr/> <p>Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:</p> <p><i>Please attach an additional sheet if necessary</i></p>	<p>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</p> <p>Vehicle Totaled in Accident</p> <hr/> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p>
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APPOINTING AUTHORITY APPROVAL:

		<u>12.8.15</u>
Agency Appointing Authority	Title	Date

BOARD OF EXAMINERS' APPROVAL:

Approved for Purchase Not Approved for Purchase

Board of Examiners _____ Date _____

STANDARD PAGE - BID #8255 FLEET VEHICLES - UPDATED 2015-10-21

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)
(Use separate page for each package)

Specify State's Vehicle Item Number: <small>(i.e. 1.1 Sedan; Full size; 4 door; 6 passenger)</small>		5.3, SUV, 1/2TON, 4DR, 4WD, 5-6PASS	
Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE: 2016 FORD EXPLORER (K8B)		Base Price for RENO/CARSON CITY \$27,527	Base Price for LAS VEGAS \$27,827
State vehicle miles per gallon (MPG): 15 CITY - 21 HWY			
State manufactures warranty: 3 YRS/36000 MILES			
Specify alternate fuel engine size and emission rating: 3.5L V6 TI-VCT			
Includes Minimum Standard Equipment Listed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No if no, state exceptions:			
Exterior Color: List available colors: (CC=CLEARCOAT; CC/M=CLEARCOAT/METALLIC)			
DEEP BLUE CC/M	J4	INGOT SILVER CC/M	UX
TUXEDO BLACK CC/M	UH	OXFORD WHITE CC	YZ
Seats, Cloth: List available colors:			
BLACK (XLT ONLY)	GREY		
GVW: NA# <small>(When Applicable)</small>	WHEELBASE: 114"		<small>(When Applicable)</small>

OPTION PACKAGE PAGE - BID #8255 FLEET VEHICLES

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)
(Use separate page for each package)

Specify State's Vehicle Item Number: <small>(i.e. 1.1 Sedan; Full size; 4 door; 6 passenger)</small>		5.3, SUV, 4DR, 4WD, 5-6PASS	
Option Package Name/Code:	BASE MODEL		\$ N/C
List Equipment Features Below: INCL. PWR WINDOWS, PWR LOCKS, PWR MIRRORS, PWR DRIVER SEAT, CRUISE, TILT, KEYLESS ENTRY, SAFETY CANOPY, PRIVACY GLASS			
XLT Package			\$4,198

ITEMIZED OPTIONS PAGE - BID #8255 FLEET VEHICLES

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)
(Use separate page for each package)

Specify State's Vehicle Item Number: <small>(i.e. 1.1 Sedan; Full size; 4 door; 6 passenger)</small>		5.3, SUV, 4DR, 4WD, 5-6PASS	
			DEDUCT AMOUNT
ABS Brake System	\$ INCL.		\$-
Air Conditioning	\$ INCL.		\$-
Cruise Control	\$ INCL.		\$-
Diesel Engine	\$ NA		\$-
Engine Block Heater		\$79	\$-
Four Wheel Drive (4x4)	\$ INCL.		\$-
Heavy Duty Alternator (140A)	\$ NA		\$-
Hitch Receiver	\$ INCL. W/TRAILER TOW		\$-
Integrated Trailer Brake (3/4 ton only)	\$ NA		\$-
Keyless Entry w/Fob (must have power door locks)	\$ INCL.		\$-
Limited Slip Differential	\$ NA		\$-
Paint, Metallic	\$ OPTIONAL N/C		\$-
Power Mirrors	\$ INCL.		\$-
Power Locks	\$ INCL.		\$-
Power Seats (DRIVER'S SIDE ONLY)	\$ INCL.		\$-
Power Windows	\$ INCL.		\$-
Radio: AM/FM Stereo, Cassette Player	\$ NA		\$-
Radio: AM/FM Stereo, Cassette Player, CD	\$ INCL.		\$-
Rear Window Wiper	\$ INCL.		\$-
Seats, Vinyl	\$ NA		\$-
Vinyl Colors:			
Skid Plate	\$ NA		\$-
Tilt Steering	\$ INCL.		\$-
Tire, Spare, Full Size	\$ NA		\$-
Trailer Tow Mirrors	\$ NA		\$-

Trailer Tow Package	\$ NA	\$-
Other:		
TRAILER TOW	\$497	\$-
DAYTIME RUNNING LAMPS	\$39	\$-
ENGINE BLOCK HEATER	\$79	\$-
FLOOR MATS	\$66	\$-
REVERSE SENSING SYSTEM	\$240	\$-
SYNC (HANDS FREE PHONE)	\$508	

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 300 per *mile* unit.



Department of Administration RISK MANAGEMENT

Print Form



State of Nevada SUPERVISOR ACCIDENT/INJURY/INCIDENT INVESTIGATION REPORT

Department/Division DPS/A+P

Location Tonopah, NV

Employee's Name Brian Taylor

Date of Incident/Injury 11/2/15

Sex M Age 40 Employment Status: Full Time

Part Time Seasonal Temporary

Regular assigned position DPS Officer II

Length of time in this position 2 years

Was employee performing regular job duty? YES

If not, explain

Was employee working overtime? NO

If yes, explain

Does employee work a rotating shift? NO

Was there a recent change in the shift?

Location of accident US 95 mile marker 63

Time of Day 1:00pm
Day

Day of Week Monday

Body part injured Head & Neck

Type of injury Whiplash

Severity of injury First Aid Dr. Visit Emergency Care

C-1 completed Yes No C-3 completed Yes No

Restricted Duty Lost Time

Describe in detail what happened
Involved in Auto accident, struck by a truck w/ trailer.

Has this employee received training in the prevention of this type of injury? NO Date

Describe any equipment damage/estimate cost Trailblazer damaged

CORRECTIVE ACTION PLAN (include immediate, short term and long term plan)

Immediate Action

Assigned To Date Completed

Short Term Plan

Assigned To Date Completed

Long Term Plan

Assigned To Date Completed:

ADDITIONAL INFORMATION:

NHP is conducting the accident investigation
Case # 151100158
Office Taylor back to work 11/5/15

Investigation completed by Date

Reviewed by Date

Note: Send copy of reports to Risk Management

Event Number: 151100158		STATE OF NEVADA TRAFFIC ACCIDENT REPORT SCENE INFORMATION SHEET <small>Revised 1/14/04</small>			Accident Number: NHP151100158		
Code Revision: 01/01/2011					<input type="checkbox"/> 1) Property <input checked="" type="checkbox"/> 2) Injury <input type="checkbox"/> 3) Fatal		
<input type="checkbox"/> 1) Urban <input type="checkbox"/> 1) Emergency Use <input type="checkbox"/> 1) Preliminary Report <input type="checkbox"/> 3) Resubmission <input type="checkbox"/> 1) Hit and Run <input checked="" type="checkbox"/> 2) Rural <input type="checkbox"/> 2) Office Report <input checked="" type="checkbox"/> 2) Initial Report <input type="checkbox"/> 4) Supplement Report <input type="checkbox"/> 2) Private Property		Agency Name: NEVADA HIGHWAY PATROL					
Collision Date: 11 / 2 / 2015		Time: 1345	Day: MON	Beat / Sector: HCH24	<input checked="" type="checkbox"/> 1) County <input type="checkbox"/> 2) City		
Mile Marker: 63		# Vehicles: 3	# Non Motorists: 0	# Occupants: 6	# Fatalities: 0	# Injured: 2	
# Restrained: 6							
Occurred On: (Highway # or Street Name) <input type="checkbox"/> 1) Parking Lot US95							
<input type="checkbox"/> 1) At Intersection With: <input checked="" type="checkbox"/> 2) Or .5 <input type="checkbox"/> 3) Feet <input checked="" type="checkbox"/> 4) Miles <input checked="" type="checkbox"/> 5) Approximate SOUTH Of (Cross Street) MI MM 63							
Roadway Character <input type="checkbox"/> 1) Curve & Grade <input type="checkbox"/> 2) Curve & Hillcrest <input type="checkbox"/> 3) Curve & Level <input checked="" type="checkbox"/> 4) Straight & Grade <input type="checkbox"/> 5) Straight & Hillcrest <input type="checkbox"/> 6) Straight & Level <input type="checkbox"/> 7) Unknown <input type="checkbox"/> 8) Other		Roadway Conditions <input type="checkbox"/> 1) Dry <input type="checkbox"/> 7) Slush <input type="checkbox"/> 2) Icy <input type="checkbox"/> 8) Standing Water <input checked="" type="checkbox"/> 3) Wet <input type="checkbox"/> 9) Moving Water <input type="checkbox"/> 4) Snow <input type="checkbox"/> 10) Unknown <input type="checkbox"/> 5) Sand / Mud / Oil / Dirt / Gravel <input type="checkbox"/> 6) Other		Total Thru Lanes Main Road <input type="checkbox"/> 1) One <input checked="" type="checkbox"/> 2) Two <input type="checkbox"/> 3) Three <input type="checkbox"/> 4) Four <input type="checkbox"/> 5) Five <input type="checkbox"/> 6) > 5 Total All Lanes: 2	Average Roadway Widths Travel Lane: 12 Ft Storage / Turn Lane: 0 Ft Median: 0 Ft Paved Shoulder Inside: Outside: 0		Roadway Grade <input checked="" type="checkbox"/> 1) Not Determined <input type="checkbox"/> 2) Relatively Level Roadway <input type="checkbox"/> 3) Up Slope (+) <input type="checkbox"/> 4) Down Slope (-) %
Pavement Markings and Type _____ 1) Centerline, Broken Yellow _____ 6) No Passing, Either Direction <input type="checkbox"/> 12) None _____ 2) Centerline, Solid Yellow _____ 7) Turn Arrow Symbols <input type="checkbox"/> 13) Unknown _____ 3) Centerline, Double Yellow _____ 8) Center Turn Lane Line _____ 4) Lane Line, Broken White _____ 9) Edge Line, Left, Yellow _____ 5) Lane Line, Solid White _____ 10) Edge Line, Right, White <input type="checkbox"/> 11) Other			Highway Description <input checked="" type="checkbox"/> 1) Two-Way, Not Divided <input type="checkbox"/> 2) Two-Way, Divided, Unpro, Median <input type="checkbox"/> 3) Two-Way, Divided, Median Barrier <input type="checkbox"/> 4) One-Way, Not Divided <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 6) Off Road		Weather Conditions <input type="checkbox"/> 1) Clear <input type="checkbox"/> 7) Fog, Smog, Smoke, Ash <input type="checkbox"/> 2) Cloudy <input type="checkbox"/> 8) Severe Crosswinds <input type="checkbox"/> 3) Snow <input type="checkbox"/> 9) Steel / Half <input checked="" type="checkbox"/> 4) Rain <input type="checkbox"/> 10) Unknown <input type="checkbox"/> 5) Blowing Sand, Dirt, Soil, Snow <input type="checkbox"/> 6) Other		
Light Conditions <input type="checkbox"/> 1) Dusk <input type="checkbox"/> 6) Dark - No Roadway Lighting <input type="checkbox"/> 2) Dawn <input type="checkbox"/> 7) Dark - Spot Roadway Lighting <input checked="" type="checkbox"/> 3) Daylight <input type="checkbox"/> 8) Dark - Continuous Roadway Lighting <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 9) Dark - Unknown Roadway Lighting <input type="checkbox"/> 5) Other		Vehicle Collision Type <input type="checkbox"/> 1) Head On <input type="checkbox"/> 5) Rear to Rear <input checked="" type="checkbox"/> 2) Rear End <input type="checkbox"/> 6) Sideswipe - Meeting <input type="checkbox"/> 3) Backing <input type="checkbox"/> 7) Sideswipe - Overtaking <input type="checkbox"/> 4) Angle <input type="checkbox"/> 8) Non - Collision <input type="checkbox"/> 9) Unknown		Location of First Event <input checked="" type="checkbox"/> 1) Travel Lane 1 <input type="checkbox"/> 6) Outside Shoulder <input type="checkbox"/> 11) Ramp <input type="checkbox"/> 2) Turn Lane <input type="checkbox"/> 7) Intersection <input type="checkbox"/> 12) Unknown <input type="checkbox"/> 3) Gore <input type="checkbox"/> 8) Private Property <input type="checkbox"/> 4) Median <input type="checkbox"/> 9) Roadside <input type="checkbox"/> 5) Inside Shoulder <input type="checkbox"/> 10) Other			
Highway / Environment Factors <input type="checkbox"/> 1) None <input type="checkbox"/> 7) Shoulders <input type="checkbox"/> 11) Ruts, Holes, Bumps <input type="checkbox"/> 2) Weather <input type="checkbox"/> 8) Road Obstruction <input type="checkbox"/> 12) Active Work Zone <input type="checkbox"/> 3) Debris <input type="checkbox"/> 9) Worn Traffic Surface <input type="checkbox"/> 13) Inactive Work Zone <input type="checkbox"/> 4) Glare <input type="checkbox"/> 10) Wet, Icy, Snow, Slush <input type="checkbox"/> 14) Animal In Roadway <input type="checkbox"/> 5) Other Highway <input type="checkbox"/> 15) Unknown <input checked="" type="checkbox"/> 6) Other Environmental <u>ROCK SLIDE IN ROADWAY CAUSING</u>			Property Damage To Other Than Vehicle Describe Property Damage: Owner's Name: <input type="checkbox"/> 1) Owner Notified Owner's Address: (Street Address City, State Zip)				
First Harmful Event Code #: 217 Description: SLOW/STOPPED VEHICLE							
Description of Accident / Narrative V-1 WAS TRAVELING SOUTHBOUND ON US 95. V-2 WAS TRAVELING SOUTHBOUND ON US95 BEHIND V-1. V-3 WAS STOPPED IN THE WEST SHOULDER AREA OF US 95 FACING SOUTH, IN FRONT OF V-1 AND V-2. V-2 CAME TO A STOP IN THE TRAVEL LANE OF SOUTHBOUND US95 DUE TO A ROCK SLIDE/ ROCKS IN THE ROADWAY. D-1 FAILED TO SLOW FOR V-2. V-1 STRUCK THE REAR OF V-2 WITH THE LEFT FRONT OF V-1. V-							
<input checked="" type="checkbox"/> 1) Continued On Back of Scene Information Sheet							
Investigation Complete: <input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No		Photos Taken: <input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No	Scene Diagram: <input type="checkbox"/> 1) Yes <input checked="" type="checkbox"/> 2) No	Statements: <input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No # 5	Date Notified: 11 / 2 / 2015	Time Notified: 1346	
Investigator(s): Gallagher		ID Number: H6599	Date: 11 / 2 / 2015	Reviewed By: William Murwin	Date Reviewed: 11 / 8 / 2015	Page: 1 of 8	

Scene Information

Event Number:
151100158

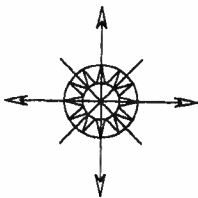
STATE OF NEVADA
TRAFFIC ACCIDENT REPORT
SCENE INFORMATION SHEET
Revised 1/14/04

Accident Number:
NHP151100158
Agency Name:
NEVADA HIGHWAY PATROL

Description of Accident / Narrative Continuation

2 WAS REDIRECTED INTO THE NORTH BOUND TRAVEL LANE OF US95. V-1 CONTINUED TO TRAVEL SOUTH. V-1'S LEFT FRONT STRUCK THE LEFT REAR OF V-3 IN THE WEST SHOULDER AREA OF US95. V-3 THEN ROTATED (IN CONTACT WITH V-1) COUNTERCLOCKWISE. V-1'S RIGHT FRONT THEN CONTACTED THE CLIFF FACE ON THE WEST SIDE OF THE ROADWAY. V-1 CAME TO REST ON ITS WHEELS IN CONTACT WITH V-3 AND THE CLIFF FACE, FACING SOUTH, IN THE WEST SHOULDER AREA OF THE ROADWAY. V-3 CAME TO REST ON ITS WHEELS, IN CONTACT WITH V-1, FACING NORTH, IN THE WEST SHOULDER AREA OF THE ROADWAY. V-2 WAS MOVED PRIOR TO NHP ARRIVAL. DIGITAL PHOTOS TAKEN

NOTES::::: V-2 SLOWED DUE TO ROCKS THAT WERE IN THE SOUTHBOUND TRAVEL LANE DUE TO A ROCK SLIDE. V-3 WAS IN THE SHOULDER AREA OF THE ROADWAY FACING SOUTH WITH HIS EMERGENCY FLASHERS ON.



Indicate North

A.I.C.: _____

Scene Information

Event Number: 151100158		STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET <small>Revised 1/14/04</small>			Accident Number: NHP151100158		
Vehicle # V1	# Occupants 2	<input checked="" type="checkbox"/> 1) At Fault <input type="checkbox"/> 2) Non Contact Vehicle		Agency Name: NEVADA HIGHWAY PATROL			
Direction of Travel: <input type="checkbox"/> 1) North <input type="checkbox"/> 3) East <input type="checkbox"/> 5) Unknown <input checked="" type="checkbox"/> 2) South <input type="checkbox"/> 4) West		Highway / Street Name: US95			Travel Lane #: 1		
Vehicle Action: <input checked="" type="checkbox"/> 1) Straight <input type="checkbox"/> 3) Left Turn <input type="checkbox"/> 5) U-Turn <input type="checkbox"/> 7) Wrong Way <input type="checkbox"/> 9) Passing <input type="checkbox"/> 11) Leaving Parked <input type="checkbox"/> 13) Leaving Lane <input type="checkbox"/> 15) Enter Parked (H) <input type="checkbox"/> 17) Lane Change <input type="checkbox"/> 19) Unknown <input type="checkbox"/> 2) Backing <input type="checkbox"/> 4) Right Turn <input type="checkbox"/> 6) Parked <input type="checkbox"/> 8) Stopped (A) <input type="checkbox"/> 10) Racing <input type="checkbox"/> 12) Entering Lane <input type="checkbox"/> 14) Other Turning <input type="checkbox"/> 16) Driverless Vehicle <input type="checkbox"/> 18) Other							
Driver: (Last Name, First Name, Middle Name Suffix) JELLISON, EVA JANETTE				Transported By: <input checked="" type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address: 1193 ARCADIA DR				Transported To:			
City: EUGENE		State / Country: <input type="checkbox"/> 1) NV OR	Zip Code: 97401	Person Type: 1	Seating Position: 1	Occupant Restraints: 7	
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown	DOB: 3 / 3 / 1935	Phone Number: 5415215411	Injury Severity: 0	Injury Location:			
<input checked="" type="checkbox"/> 2) Female	OLN: 1187627	State: <input type="checkbox"/> 1) NV OR	Class: <input type="checkbox"/> 1) CDL <input checked="" type="checkbox"/> 2) DL	License Status: 0	Airbags: 3	Airbag Switch: Ejected: 0 Trapped: 1	
Compliance: <input type="checkbox"/> 1) Restrict <input type="checkbox"/> 2) Endorse		Endorsements		Restrictions			
Alcohol/Drug Involvement <input checked="" type="checkbox"/> 1) Not Involved <input type="checkbox"/> 2) Suspected Impairment <input type="checkbox"/> 3) Alcohol <input type="checkbox"/> 4) Drugs <input type="checkbox"/> 5) Unknown		Method of Determination (check up to 2) <input type="checkbox"/> 1) Field Sobriety Test <input type="checkbox"/> 4) Urine Test <input type="checkbox"/> 2) Evidentiary Breath <input type="checkbox"/> 5) Blood Test <input type="checkbox"/> 3) Driver Admission <input type="checkbox"/> 6) Preliminary Breath Test		Test Results:			
Vehicle Year: 1995		Vehicle Make: DODGE	Vehicle Model: RAM PICKUP 3500	Vehicle Type: PICKUP			
Plate / Permit No.: 122AGK	State: <input type="checkbox"/> 1) NV OR	Expiration Date: 1 / 21 / 2017	Vehicle Color: BLU				
Vehicle Identification Number: 1B7MC36W3SS199770							
Registered Owner Name: <input type="checkbox"/> 1) Same As Driver JELLISON, EVA JANETTE							
Registered Owner Address: 1193 ARCADIA DR - , EUGENE, OR 97401							
Insurance Company Name: <input checked="" type="checkbox"/> 1) Insured PROGRESSIVE							
Policy Number: 71581121		Effective: 10 / 8 / 2015	To: 4 / 8 / 2016				
Insurance Company Address or Phone Number: 800-274-4499							
<input checked="" type="checkbox"/> 1) Vehicle Towed	Towed By: WOODYS TOW - HAWTHORNE						
Removed To: TOW YARD							
Traffic Control F 1) Speed Zone _____ 11) Stop Sign _____ 2) Signal Light _____ 12) Yield Sign _____ 3) Flashing Light _____ 13) R. R. Sign _____ 4) School Zone _____ 14) R. R. Gates _____ 5) Ped. Signal _____ 15) R. R. Signal (H) _____ 6) No Passing F _____ 16) Marked Lanes _____ 7) No Controls _____ 17) Tire Chains/Snow Req. _____ 8) Warning Sign _____ 18) Permissive Green _____ 9) Turn Signal <input type="checkbox"/> 19) Unknown _____ 10) Other _____		Distance Traveled After Impact 50 FEET	Speed Estimate From 55 To 60 Limit 60		Extent Of Damage <input type="checkbox"/> 1) Minor <input type="checkbox"/> 4) Total <input checked="" type="checkbox"/> 2) Moderate <input type="checkbox"/> 5) None <input type="checkbox"/> 3) Major <input type="checkbox"/> 6) Unknown		
Sequence Of Events							
Code #	Description	Collision With Fixed Object	Most Harmful Event				
1st 217	SLOW/STOPPED VEHICLE	<input type="checkbox"/>	<input type="checkbox"/>				
2nd 214	MOTOR VEHICLE IN TRANSPORT	<input type="checkbox"/>	<input type="checkbox"/>				
3rd 215	PARKED MOTOR VEHICLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
4th 320	OTHER FIXED OBJECTS (BUILDING, TUNNEL, ETC.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
5th		<input type="checkbox"/>	<input type="checkbox"/>				
<input checked="" type="checkbox"/> 1) NRS <input type="checkbox"/> 2) CFR <input type="checkbox"/> 3) CC / MC <input type="checkbox"/> 4) Pending (1) 484B.603		Violation FAILURE TO USE DUE CARE	NOC 53871	Citation Number X01295663			
<input type="checkbox"/> 1) NRS <input type="checkbox"/> 2) CFR <input type="checkbox"/> 3) CC / MC (2)		Violation	NOC	Citation Number			
Investigator(s) Gallagher		ID Number H6599	Date 11 / 2 / 2015	Reviewed By William Murwin	Date Reviewed 11 / 8 / 2015	Page 3 of 8	

Vehicle Information

Event Number: 151100158		STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET <small>Revised 1/14/04</small>		Accident Number: NHP151100158	
Name: (Last Name, First Name, Middle Name Suffix) JELLISON, PAUL R		Transported By: <input type="checkbox"/> 1) Not Transported <input checked="" type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other <u>HAWTHORNE AMBULANCE</u>		Agency Name: NEVADA HIGHWAY PATROL	
Street Address: 1193 ARCADIA DR		Transported To: MT. GRANT GENERAL HOSPITAL			
City: EUGENE	State / Country <input type="checkbox"/> 1) NV OR	Zip Code: 97401	Person Type: 2	Seating Position: 3	Occupant Restraints: 7
<input checked="" type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female	DOB: 10 / 25 / 1933	Phone Number: 5415215411	Injury Severity: C	Injury Location: 6	
		Airbags: 2	Airbag Switch: 4	Ejected: 0	Trapped: 1
Name: (Last Name, First Name, Middle Name Suffix)		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:		Transported To:			
City:	State / Country <input type="checkbox"/> 1) NV	Zip Code:	Person Type:	Seating Position:	Occupant Restraints:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female	DOB: / /	Phone Number:	Injury Severity:	Injury Location:	
		Airbags:	Airbag Switch:	Ejected:	Trapped:
Name: (Last Name, First Name, Middle Name Suffix)		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:		Transported To:			
City:	State / Country <input type="checkbox"/> 1) NV	Zip Code:	Person Type:	Seating Position:	Occupant Restraints:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female	DOB: / /	Phone Number:	Injury Severity:	Injury Location:	
		Airbags:	Airbag Switch:	Ejected:	Trapped:
<input checked="" type="checkbox"/> 1) Trailing Unit 1 VIN: 4YDF238264D507886		Plate: R677202	State: <input type="checkbox"/> 1) NV OR	Type: CAMPER	
<input type="checkbox"/> 1) Trailing Unit 2 VIN:		Plate:	State: <input type="checkbox"/> 1) NV	Type:	
<input type="checkbox"/> 1) Trailing Unit 3 VIN:		Plate:	State: <input type="checkbox"/> 1) NV	Type:	
Commercial Vehicle Configuration					
<input type="checkbox"/> 1) Bus, 9 - 15 Occupants <input type="checkbox"/> 2) Bus, > 15 Occupants <input type="checkbox"/> 3) Single 2 Axle and 6 Tire <input type="checkbox"/> 4) Single > 3 Axle <input type="checkbox"/> 5) Any 4 Tire Vehicle			<input type="checkbox"/> 6) Tractor Only <input type="checkbox"/> 7) Tractor / Trailer <input type="checkbox"/> 8) Tractor / Doubles <input type="checkbox"/> 9) Tractor / Triples <input type="checkbox"/> 10) Truck with Trailer		
<input type="checkbox"/> 11) Tractor / Semi Trailer <input type="checkbox"/> 12) Passenger Vehicle, (Haz-Mat) <input type="checkbox"/> 13) Light Truck, (Haz-Mat) <input type="checkbox"/> 14) Other Heavy Vehicle			Source		
			<input type="checkbox"/> 1) Driver <input type="checkbox"/> 2) Log Book <input type="checkbox"/> 3) Shipping Papers / Trip Manifest		
			<input type="checkbox"/> 4) State Reg. <input type="checkbox"/> 5) Side of Vehicle <input type="checkbox"/> 6) Other		
Carrier Name:		Power Unit GVWR		<input type="checkbox"/> 1) Haz-Mat <input type="checkbox"/> 2) Released	
Carrier Street Address:		<input type="checkbox"/> 1) ≤ 10,000 Lbs <input type="checkbox"/> 2) 10,000 - 26,000 Lbs <input type="checkbox"/> 3) ≥ 26,000 Lbs			
		City:	State: <input type="checkbox"/> 1) NV	Zip:	
Cargo Body Type		Haz-Mat ID #:	Type of Carrier	NAS Safety Report #:	
<input type="checkbox"/> 1) Pole <input type="checkbox"/> 2) Tank <input type="checkbox"/> 3) Flatbed <input type="checkbox"/> 4) Dump <input type="checkbox"/> 5) Unknown		Hazard Classification #:	<input type="checkbox"/> 1) Single State <input type="checkbox"/> 2) USDOT <input type="checkbox"/> 3) Canada <input type="checkbox"/> 4) Mexico <input type="checkbox"/> 5) None	Carrier Number:	
<input type="checkbox"/> 6) Van / Box <input type="checkbox"/> 7) Concrete Mixer <input type="checkbox"/> 8) Auto Carrier <input type="checkbox"/> 9) Garbage/Refuse <input type="checkbox"/> 10) Not Applicable					
<input type="checkbox"/> 11) Grain, Gravel Chips <input type="checkbox"/> 12) Bus, 9 - 15 Occupants <input type="checkbox"/> 13) Bus, > 15 Occupants <input type="checkbox"/> 14) Other				<input type="checkbox"/> 1) Haz-Mat <input type="checkbox"/> 2) Released	

Vehicle Information

Event Number: 151100158

STATE OF NEVADA
TRAFFIC ACCIDENT REPORT
VEHICLE INFORMATION SHEET
Revised 1/14/04

Accident Number: NHP151100158

Agency Name: NEVADA HIGHWAY PATROL

Vehicle # V2 # Occupants 2 1) At Fault 2) Non Contact Vehicle

Direction of Travel: 1) North 3) East 5) Unknown 2) South 4) West

Highway / Street Name: US95

Travel Lane #: 1

Vehicle 1) Straight 3) Left Turn 5) U-Turn 7) Wrong Way 9) Passing 11) Leaving Parked 13) Leaving Lane 15) Enter Parked (H) 17) Lane Change 19) Unknown

Action: 2) Backing 4) Right Turn 6) Parked 8) Stopped (A) 10) Racing 12) Entering Lane 14) Other Turning 16) Driverless Vehicle 18) Other

Driver: (Last Name, First Name, Middle Name Suffix) SNOW, CHAD DAVIS

Transported By: 1) Not Transported 2) EMS 3) Police 4) Unknown 5) Other

Street Address: 805 KNIGHT CIR Apt# 231

Transported To:

City: CARLSBAD State / Country 1) NV CA Zip Code: 92008

Person Type: 1 Seating Position: 1 Occupant Restraints: 7

1) Male 3) Unknown 2) Female DOB: 11 / 21 / 1972 Phone Number: 4349629250

OLN: F4890316 State: 1) NV CA Class: C 1) CDL 2) DL License Status: 0

Airbags: 2 Airbag Switch: Ejected: 0 Trapped: 0

Compliance: 1) Restrict 2) Endorse

Endorsements: Restrictions:

Alcohol/Drug Involvement: 1) Not Involved 2) Suspected Impairment 3) Alcohol 4) Drugs 5) Unknown

Method of Determination (check up to 2): 1) Field Sobriety Test 4) Urine Test 2) Evidentiary Breath 5) Blood Test 3) Driver Admission 6) Preliminary Breath Test

Test Results:

Driver Factors: 1) Apparently Normal 2) Had Been Drinking 3) Drug Involvement 4) Apparently Fatigued / Asleep 5) Obstructed View 6) Driver Ill / Injured 7) Other Improper Driving 8) Driver Inattention / Distracted 9) Physical Impairment 10) Unknown

Vehicle Year: 2015 Vehicle Make: FORD Vehicle Model: FUSION Vehicle Type: SEDAN 4-DOOR

Plate / Permit No.: 7JLP577 State: 1) NV CA Expiration Date: 1 / 8 / 2016 Vehicle Color: WHI

Vehicle Identification Number: 3FA6P0H74FR228220

Registered Owner Name: 1) Same As Driver SNOW, CHAD DAVIS

Registered Owner Address: 805 KNIGHT CIR - 231, CARLSBAD, CA 92008

Insurance Company Name: 1) Insured SAFETY NATIONAL CASUALTY CORP

Policy Number: CAS4047561 Effective: 12 / 31 / 2014 To: 12 / 31 / 2015

Insurance Company Address or Phone Number: 1-888-530-7295

1) Vehicle Towed Towed By: *RETAINED BY DRIVER

Removed To:

Vehicle Factors: 1) Failed To Yield Right Of Way 2) Disregard Control Device 3) Too Fast For Conditions 4) Exceeding Speed Limit 5) Wrong Way / Direction 6) Mechanical Defects 7) Drove Left Of Center 8) Other 9) Failed To Maintain Lane 10) Following Too Close 11) Unsafe Lane Change 12) Made Improper Turn 13) Over Correct/Steering 14) Other Improper Driving 15) Aggressive / Reckless / Careless 16) Driverless Vehicle 17) Unsafe Backing 18) Ran Off Road 19) Hit and Run 20) Road Defect (A) 21) Object Avoidance 22) Unknown (H)

1st Contact Diagram:

Damaged Areas: 1) Front 2) Right Side 3) Left Side 4) Rear 5) Right Front 6) Right Rear 7) Top 8) Under Carriage 9) Left Front 10) Left Rear 11) Unknown 12) Other

Traffic Control: 1) Speed Zone 2) Signal Light 3) Flashing Light 4) School Zone 5) Ped. Signal 6) No Passing 7) No Controls 8) Warning Sign 9) Turn Signal 10) Other

Distance Traveled After Impact: MOVED

Speed Estimate: From 0 To 5 Limit 60

Extent Of Damage: 1) Minor 2) Moderate 3) Major 4) Total 5) None 6) Unknown

Code #		Description	Collision With Fixed Object	Most Harmful Event
1st	217	SLOW/STOPPED VEHICLE	<input type="checkbox"/>	<input type="checkbox"/>
2nd	214	MOTOR VEHICLE IN TRANSPORT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3rd			<input type="checkbox"/>	<input type="checkbox"/>
4th			<input type="checkbox"/>	<input type="checkbox"/>
5th			<input type="checkbox"/>	<input type="checkbox"/>

1) NRS 2) CFR 3) CC / MC 4) Pending (1)

Violation: NOC Citation Number:

1) NRS 2) CFR 3) CC / MC (2)

Violation: NOC Citation Number:

Investigator(s): Gallagher ID Number: H6599 Date: 11 / 2 / 2015 Reviewed By: William Murwin Date Reviewed: 11 / 8 / 2015 Page: 5 of 8

Vehicle Information

Name: (Last Name, First Name, Middle Name Suffix) SNOW, KATHRINE		Transported By: <input checked="" type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other _____	
Street Address: 805 KALPATI CR APT# 231		Transported To:	
City: CARLSBAD	State / Country: <input type="checkbox"/> 1) NV CA	Zip Code: 92008	Person Type: 2
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown DOB: 9 / 12 / 1973	Phone Number: 3106997567	Seating Position: 3	Occupant Restraints: 7
<input checked="" type="checkbox"/> 2) Female		Injury Severity: 0	Injury Location:
		Airbags: 2	Airbag Switch: 4
		Ejected: 0	Trapped: 0

Name: (Last Name, First Name, Middle Name Suffix)		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other _____	
Street Address:		Transported To:	
City:	State / Country: <input type="checkbox"/> 1) NV	Zip Code:	Person Type:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown DOB: / /	Phone Number:	Seating Position:	Occupant Restraints:
<input type="checkbox"/> 2) Female		Injury Severity:	Injury Location:
		Airbags:	Airbag Switch:
		Ejected:	Trapped:

Name: (Last Name, First Name, Middle Name Suffix)		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other _____	
Street Address:		Transported To:	
City:	State / Country: <input type="checkbox"/> 1) NV	Zip Code:	Person Type:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown DOB: / /	Phone Number:	Seating Position:	Occupant Restraints:
<input type="checkbox"/> 2) Female		Injury Severity:	Injury Location:
		Airbags:	Airbag Switch:
		Ejected:	Trapped:

<input type="checkbox"/> 1) Trailing Unit 1 VIN:	Plate:	State: <input type="checkbox"/> 1) NV	Type:
<input type="checkbox"/> 1) Trailing Unit 2 VIN:	Plate:	State: <input type="checkbox"/> 1) NV	Type:
<input type="checkbox"/> 1) Trailing Unit 3 VIN:	Plate:	State: <input type="checkbox"/> 1) NV	Type:

Commercial Vehicle Configuration		<input type="checkbox"/> 1) Commercial Vehicle	<input type="checkbox"/> 2) School Bus
<input type="checkbox"/> 1) Bus, 9 - 15 Occupants	<input type="checkbox"/> 6) Tractor Only	Source	
<input type="checkbox"/> 2) Bus, > 15 Occupants	<input type="checkbox"/> 7) Tractor / Trailer	<input type="checkbox"/> 1) Driver	<input type="checkbox"/> 4) State Reg.
<input type="checkbox"/> 3) Single 2 Axle and 6 Tire	<input type="checkbox"/> 8) Tractor / Doubles	<input type="checkbox"/> 2) Log Book	<input type="checkbox"/> 5) Side of Vehicle
<input type="checkbox"/> 4) Single > 3 Axle	<input type="checkbox"/> 9) Tractor / Triples	<input type="checkbox"/> 3) Shipping Papers / Trip Manifest	<input type="checkbox"/> 6) Other
<input type="checkbox"/> 5) Any 4 Tire Vehicle	<input type="checkbox"/> 10) Truck with Trailer		
<input type="checkbox"/> 11) Tractor / Semi Trailer			
<input type="checkbox"/> 12) Passenger Vehicle, (Haz-Mat)			
<input type="checkbox"/> 13) Light Truck, (Haz-Mat)			
<input type="checkbox"/> 14) Other Heavy Vehicle			

Carrier Name:	Power Unit GVWR		<input type="checkbox"/> 1) Haz-Mat
Carrier Street Address:	<input type="checkbox"/> 1) ≤ 10,000 Lbs	<input type="checkbox"/> 2) 10,000 - 26,000 Lbs	<input type="checkbox"/> 3) ≥ 26,000 Lbs
	City:	State: <input type="checkbox"/> 1) NV	Zip:

Cargo Body Type		Haz-Mat ID #:	Type of Carrier	NAS Safety Report #:
<input type="checkbox"/> 1) Pole	<input type="checkbox"/> 6) Van / Box	<input type="checkbox"/> 11) Grain, Gravel Chlps	<input type="checkbox"/> 1) Single State	
<input type="checkbox"/> 2) Tank	<input type="checkbox"/> 7) Concrete Mixer	<input type="checkbox"/> 12) Bus, 9 - 15 Occupants	<input type="checkbox"/> 2) USDOT	Carrier Number:
<input type="checkbox"/> 3) Flatbed	<input type="checkbox"/> 8) Auto Carrier	<input type="checkbox"/> 13) Bus, > 15 Occupants	<input type="checkbox"/> 3) Canada	
<input type="checkbox"/> 4) Dump	<input type="checkbox"/> 9) Garbage/Refuse	<input type="checkbox"/> 14) Other	<input type="checkbox"/> 4) Mexico	
<input type="checkbox"/> 5) Unknown	<input type="checkbox"/> 10) Not Applicable	Hazard Classification #:	<input type="checkbox"/> 5) None	

Vehicle Information

Event Number: 151100158

STATE OF NEVADA
TRAFFIC ACCIDENT REPORT
VEHICLE INFORMATION SHEET
Revised 1/14/04

Accident Number: NHP151100158

Agency Name: NEVADA HIGHWAY PATROL

Vehicle # V3 # Occupants 2 1 At Fault 2 Non Contact Vehicle

Direction of Travel: 1 North 2 South 3 East 4 West 5 Unknown

Highway / Street Name: US95

Travel Lane #: _____

Vehicle Action: 1 Straight 2 Backing 3 Left Turn 4 Right Turn 5 U-Turn 6 Parked 7 Wrong Way 8 Stopped 9 Passing 10 Racing 11 Leaving Parked 12 Entering Lane 13 Leaving Lane 14 Other Turning 15 Enter Parked 16 Driverless Vehicle 17 Lane Change 18 Unknown 19 Other

Driver: (Last Name, First Name, Middle Name Suffix) TAYLOR, BRIAN E

Street Address: 2004 SIERRA VISTA DR

City: GABBS State / Country: NV Zip Code: 89409

Transported By: 1 Not Transported 2 EMS 3 Police 4 Unknown 5 Other HAWTHORNE AMBULANCE

Transported To: MT. GRANT GENERAL HOSPITAL

Person Type: 1 Seating Position: 1 Occupant Restraints: 7

Injury Severity: C Injury Location: 3

DOB: 10 / 23 / 1973 Phone Number: 7759102953

Airbags: 2 Airbag Switch: Ejected: 0 Trapped: 0

OLN: 1101966257 State: NV Class: C License Status: 1 DL 2 PL 0

Compliance: 1 Restrict 2 Endorse

Endorsements: _____ Restrictions: _____

Alcohol/Drug Involvement: 1 Not Involved 2 Suspected Impairment 3 Alcohol 4 Drugs 5 Unknown

Method of Determination (check up to 2): 1 Field Sobriety Test 2 Evidentiary Breath 3 Driver Admission 4 Urine Test 5 Blood Test 6 Preliminary Breath Test

Test Results: _____

Vehicle Year: 2008 Vehicle Make: CHEVROLET Vehicle Model: TRAILBLAZER Vehicle Type: SUV/CARRY-ALL

Plate / Permit No.: EX55532 State: NV Expiration Date: EX / EM / PT Vehicle Color: BLU

Vehicle Identification Number: 1GNDT13S482158926

Registered Owner Name: DEPARTMENT OF ADMINISTRATION

Registered Owner Address: 750 E KING ST, CARSON CITY, NV 89701

Insurance Company Name: STATE OF NEVADA

Policy Number: _____ Effective: _____ To: _____

Insurance Company Address or Phone Number: _____

1 Vehicle Towed Towed By: WOODYS TOW - HAWTHORNE

Removed To: TOW YARD

Driver Factors:

- 1 Apparently Normal
- 2 Had Been Drinking
- 3 Drug Involvement
- 4 Apparently Fatigued / Asleep
- 5 Obstructed View
- 6 Driver Ill / Injured
- 7 Other Improper Driving
- 8 Driver Inattention / Distracted
- 9 Physical Impairment
- 10 Unknown

Vehicle Factors:

- 1 Failed To Yield Right Of Way
- 2 Disregard Control Device
- 3 Too Fast For Conditions
- 4 Exceeding Speed Limit
- 5 Wrong Way / Direction
- 6 Mechanical Defects
- 7 Drove Left Of Center
- 8 Other
- 9 Failed To Maintain Lane
- 10 Following Too Close
- 11 Unsafe Lane Change
- 12 Made Improper Turn
- 13 Over Correct/Steering
- 14 Other Improper Driving
- 15 Aggressive / Reckless / Careless
- 16 Driverless Vehicle
- 17 Unsafe Backing
- 18 Ran Off Road
- 19 Hit and Run
- 20 Road Defect
- 21 Object Avoidance
- 22 Unknown

1st Contact Diagram:

Damaged Areas:

- 1 Front
- 2 Right Side
- 3 Left Side
- 4 Rear
- 5 Right Front
- 6 Right Rear
- 7 Top
- 8 Under Carriage
- 9 Left Front
- 10 Left Rear
- 11 Unknown
- 12 Other

Extent Of Damage: 2 Moderate 1 Minor 3 Major 4 Total 5 None 6 Unknown

Traffic Control:

- 1 Speed Zone
- 2 Signal Light
- 3 Flashing Light
- 4 School Zone
- 5 Ped. Signal
- 6 No Passing
- 7 No Controls
- 8 Warning Sign
- 9 Turn Signal
- 10 Other
- 11 Stop Sign
- 12 Yield Sign
- 13 R. R. Sign
- 14 R. R. Gates
- 15 R. R. Signal
- 16 Marked Lanes
- 17 Tire Chains/Snow Req.
- 18 Permissive Green
- 19 Unknown

Distance Traveled After Impact: 50 FEET

Speed Estimate: From 0 To 0 Limit 60

Sequence Of Events:

Code #	Description	Collision With Fixed Object	Most Harmful Event
1st 214	MOTOR VEHICLE IN TRANSPORT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2nd		<input type="checkbox"/>	<input type="checkbox"/>
3rd		<input type="checkbox"/>	<input type="checkbox"/>
4th		<input type="checkbox"/>	<input type="checkbox"/>
5th		<input type="checkbox"/>	<input type="checkbox"/>

Violations:

- 1 NRS 2 CFR 3 CC / MC 4 Pending
- 1 NRS 2 CFR 3 CC / MC

Violation: _____ NOC: _____ Citation Number: _____

Investigator(s): Gallagher ID Number: H6599 Date: 11 / 2 / 2015 Reviewed By: William Murwin Date Reviewed: 11 / 8 / 2015 Page 7 of 8

Vehicle Information

Event Number: 151100158		STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET <small>Revised 1/14/04</small>			Accident Number: NHP151100158		
						Agency Name: NEVADA HIGHWAY PATROL	
Name: (Last Name, First Name, Middle Name Suffix) EUSTED, SPENCER				Transported By: <input checked="" type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address: 800 7TH ST.				Transported To:			
City: HAWTHORNE		State / Country <input checked="" type="checkbox"/> 1) NV	Zip Code: 89415	Person Type: 2	Seating Position: 6	Occupant Restraints: 7	
<input checked="" type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown	DOB: 12 / 28 / 1991	Phone Number: 7759459308		Injury Severity: 0	Injury Location:		
<input type="checkbox"/> 2) Female				Airbags: 2	Airbag Switch: 4	Ejected: 0	
						Trapped: 0	
Name: (Last Name, First Name, Middle Name Suffix)				Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:				Transported To:			
City:		State / Country <input type="checkbox"/> 1) NV	Zip Code:	Person Type:	Seating Position:	Occupant Restraints:	
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown	DOB:	Phone Number:		Injury Severity:	Injury Location:		
<input type="checkbox"/> 2) Female				Airbags:	Airbag Switch:	Ejected:	
						Trapped:	
Name: (Last Name, First Name, Middle Name Suffix)				Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:				Transported To:			
City:		State / Country <input type="checkbox"/> 1) NV	Zip Code:	Person Type:	Seating Position:	Occupant Restraints:	
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown	DOB:	Phone Number:		Injury Severity:	Injury Location:		
<input type="checkbox"/> 2) Female				Airbags:	Airbag Switch:	Ejected:	
						Trapped:	
<input type="checkbox"/> 1) Trailing Unit 1 VIN:				Plate:	State: <input type="checkbox"/> 1) NV	Type:	
<input type="checkbox"/> 1) Trailing Unit 2 VIN:				Plate:	State: <input type="checkbox"/> 1) NV	Type:	
<input type="checkbox"/> 1) Trailing Unit 3 VIN:				Plate:	State: <input type="checkbox"/> 1) NV	Type:	
Commercial Vehicle Configuration							
				<input type="checkbox"/> 1) Commercial Vehicle <input type="checkbox"/> 2) School Bus			
<input type="checkbox"/> 1) Bus, 9 - 15 Occupants <input type="checkbox"/> 2) Bus, > 15 Occupants <input type="checkbox"/> 3) Single 2 Axle and 6 Tire <input type="checkbox"/> 4) Single > 3 Axle <input type="checkbox"/> 5) Any 4 Tire Vehicle			<input type="checkbox"/> 6) Tractor Only <input type="checkbox"/> 7) Tractor / Trailer <input type="checkbox"/> 8) Tractor / Doubles <input type="checkbox"/> 9) Tractor / Triples <input type="checkbox"/> 10) Truck with Trailer			<input type="checkbox"/> 11) Tractor / Semi Trailer <input type="checkbox"/> 12) Passenger Vehicle, (Haz-Mat) <input type="checkbox"/> 13) Light Truck, (Haz-Mat) <input type="checkbox"/> 14) Other Heavy Vehicle	
				Source			
				<input type="checkbox"/> 1) Driver	<input type="checkbox"/> 4) State Reg.		
				<input type="checkbox"/> 2) Log Book	<input type="checkbox"/> 5) Side Of Vehicle		
				<input type="checkbox"/> 3) Shipping Papers / Trip Manifest	<input type="checkbox"/> 6) Other		
Carrier Name:				Power Unit GVWR			
				<input type="checkbox"/> 1) ≤ 10,000 Lbs	<input type="checkbox"/> 2) 10,000 - 26,000 Lbs	<input type="checkbox"/> 3) ≥ 26,000 Lbs	
					<input type="checkbox"/> 1) Haz-Mat	<input type="checkbox"/> 2) Released	
Carrier Street Address:				City:	State: <input type="checkbox"/> 1) NV	Zip:	
Cargo Body Type			Haz-Mat ID #:	Type of Carrier	NAS Safety Report #:		
<input type="checkbox"/> 1) Pole	<input type="checkbox"/> 6) Van / Box	<input type="checkbox"/> 11) Grain, Gravel Chips		<input type="checkbox"/> 1) Single State			
<input type="checkbox"/> 2) Tank	<input type="checkbox"/> 7) Concrete Mixer	<input type="checkbox"/> 12) Bus, 9 - 15 Occupants		<input type="checkbox"/> 2) USDOT	Carrier Number:		
<input type="checkbox"/> 3) Flatbed	<input type="checkbox"/> 8) Auto Carrier	<input type="checkbox"/> 13) Bus, > 15 Occupants	Hazard Classification #:	<input type="checkbox"/> 3) Canada			
<input type="checkbox"/> 4) Dump	<input type="checkbox"/> 9) Garbage/Refuse	<input type="checkbox"/> 14) Other		<input type="checkbox"/> 4) Mexico			
<input type="checkbox"/> 5) Unknown	<input type="checkbox"/> 10) Not Applicable			<input type="checkbox"/> 5) None			
						Page 8 of 8	

Vehicle Information

SILVER CITY AUTO BODY AND GLASS, LLC
2077 S LOMPA LN
CARSON CITY, NV 89701
PHONE: (775) 882-7700 FAX: (775) 882-7637
LIC# BD0000041461 FEDERAL ID# 46-0660430

*** PRELIMINARY ESTIMATE ***

11/05/2015 02:07 PM

Owner

Owner: DEPT OF ADMIN FLEET SERV
Address: 750 E KING ST
City State Zip: Carson City, NV 89701

Work/Day: (775)684-1880
FAX: (775)684-1888

Control Information

Loss Date/Time:
Deductible: None

Loss Type: Collision

Inspection

Inspection Date: 11/05/2015 02:07 PM
Driveable: No

Inspection Type: Pro Shop
Rental Assisted:

Appraiser Name: NEAL F HOFF

Appraiser License # :

Repairer

Target Complete Date/Time:

Days To Repair: 21

Vehicle

2008 Chevrolet Trailblazer STD 4 DR Wagon
6cyl Gasoline 4.2
4 Speed Automatic

Lic.Plate: EX55532
Lic Expire:
Veh Insp# :
Condition: Fair
Ext. Color: IMPERIAL BLUE
Ext. Refinish: Two-Stage
Ext. Paint Code: 403P

Lic State: NV
VIN: 1GNDT13S482158926
Mileage Type: Actual
Code: U8433A
Int. Color:
Int. Refinish:
Int. Trim Code:

Options

4-Wheel Drive
Aluminum/Alloy Wheels
Bucket Seats
Cruise Control
Head Airbags
OnStar System
Power Steering
Rem Trunk-L/Gate Release
Tachometer
Tinted Glass
Velour/Cloth Seats

AM/FM CD Player
Anti-Lock Brakes
Camper/Towing Package
Dual Airbags
Intermittent Wipers
Power Brakes
Power Windows
Roof/Luggage Rack
Theft Deterrent System
Traction Control System
XM Satellite Radio

Air Conditioning
Auto Locking Hubs (4WD)
Center Console
Electronic Transfer Case
Lighted Entry System
Power Door Locks
Rear Window Wiper/Washer
Stability Cntrl Suspensn
Tilt Steering Wheel
Trailer Hitch

11/05/2015 02:17 PM

Page 1 of 4

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Front Bumper									
1	RI	4		Front Bumper Cover R&I	R & I Assembly			1.2	SM
Front End Panel And Lamps									
2	E	28	01	Grille Assembly	10358123 GM Part	\$219.73		INC	SM
3	E	6		Moulding,Grille	89045613 GM Part	\$209.80		0.4	SM
4	E	30		Moulding,Grille	89044660 GM Part	\$178.33		INC	SM
5	L	30	13	Moulding,Grille	Refinish			1.2	RF
					0.5 Surface				
					0.6 Two-stage setup				
					0.1 Two-stage				
6	E	41	46	Headlamp Assy,Halogen LT	25970915 GM Part	\$272.93		INC	SM
7	N	973		Headlamps Aim	Additional Labor			0.4	SM
8	E	75		Panel,Headlamp Mtg	15831182 GM Part	\$165.78		1.2	SM
Front Body And Windshield									
9	E	103		Fender,Front LT	12477993 GM Part	\$235.72		1.6	SM
10	L	103		Fender,Front LT	Refinish			3.4	RF
					2.4 Surface				
					0.5 Edge				
					0.5 Two-stage				
Front Body Interior Sheetmetal									
11	E	155		Pnl,Inr Fender Front LT	15076501 GM Part	\$53.78		0.5	SM
12	L	155		Pnl,Inr Fender Front LT	Refinish			0.5	RF
					0.5 Surface				
13	E	407		Skirt,Inner Fender LT	15165886 GM Part	\$64.28		INC	SM
14	E	1346		Retainer,Front Fender LT	MULTI-PART GM Part	\$16.02			SM
Front Doors									
15	E	207		Door Shell,Front LT	88937088 GM Part	\$695.00		5.0	SM
16	L	207		Door Shell,Front LT	Refinish			3.9	RF
					2.4 Surface				
					1.0 Edge				
					0.5 Two-stage				
Rear Doors									
17	E	287		Door Shell,Rear LT	89025261 GM Part	\$795.00		4.6	SM
18	L	287		Door Shell,Rear LT	Refinish			3.3	RF
					1.9 Surface				
					1.0 Edge				
					0.4 Two-stage				
19	E	429		W/Strip,Belt Outer LT	25808854 GM Part	\$41.39		INC	SM
20	EC	150		Sealant Kit,RR Dr Vent LT	Replace Economy	\$12.00*		INC	SM
21	E	295		Glass,Rear Door T LT	15135366 GM Part	\$56.07		INC	SM
22	E	309		Glass,Rear Vent T LT	25949489 GM Part	\$338.17		INC	SM
23	E	374		Handle,RR Door Outer LT	15811367 GM Part	\$87.22		INC	SM
Quarter And Rocker Panel									
24	E	389		Pnl,Qtr (in Window Opn LT	15785407 GM Part	\$415.10		15.6	SM
25	L	389		Pnl,Qtr (in Window Opn LT	Refinish			3.0	RF
					2.1 Surface				
					0.5 Edge				
					0.4 Two-stage				

26	E	446	Reinf,Qtr Panel Lower LT	15201660 GM Part	\$54.79	1.5	SM
27	L	446	Reinf,Qtr Panel Lower LT	Refinish 0.2 Surface		0.2	RF
28	E	395	Glass,Quarter Tinted LT	15191756 GM Part	\$121.67	INC	SM
29	EC	421	Sealant Kit,Qtr Glass LT	Replace Economy	\$20.00*	INC	SM
30	E	1038	Duct,Quarter Panel LT	15189391 GM Part	\$33.48	INC	SM
Tailgate							
31	EC	479	Tailgate Assembly	Replace Economy	\$1,200.00*	6.0	SM
32	L	479	Tailgate Assembly	Refinish 2.2 Surface 1.0 Edge INC Two-stage		3.2	RF
Rear Bumper							
33	PC	565	Bumper,Rear High Strength Steel	Replace PXN Reconditioned	\$477.00	1.2	SM
34	L	565	Bumper,Rear	Refinish 1.4 Surface		1.4	RF
35	PC	556	Cover,Rear Bumper	Replace PXN Reconditioned	\$369.00	1.3	SM
36	L	556	Cover,Rear Bumper	Refinish 2.2 Surface 0.4 Two-stage		2.6	RF
37	E	603	Pad,Rear Bumper Step LT	12335817 GM Part	\$32.72	INC	SM
38	E	604	Pad,Rear Bumper Step RT	12335818 GM Part	\$32.72	INC	SM
Manual Entries							
39	N	M14	Corrosion Protection	Additional Labor	\$18.00*	0.5*	RF
40	N	M15	Color Tint	Additional Labor		0.5*	RF
41	N	M17	Cover Car Exterior	Additional Labor	\$5.00*	0.2*	RF
42	N	M18	Set-Up And Measure	Additional Labor		2.5*	FR
43	SB	M60	Hazardous Waste Removal	Sublet Repair	\$3.00*		SM
43 Items							

MC Message

01 CALL DEALER FOR EXACT PART # / PRICE
13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46 PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts	\$4,119.70
Other Parts	\$2,101.00
Paint Materials	\$669.20
Parts & Material Total	\$6,889.90

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$50.00	40.1	0.4	40.5	\$2,025.00
Mech/Elec (ME)	\$85.00				
Frame (FR)	\$65.00		2.5	2.5	\$162.50
Refinish (RF)	\$50.00	22.7	1.2	23.9	\$1,195.00
Paint Materials	\$28.00				

Labor Total	66.9 Hours	\$3,382.50
Sublet Repairs		\$3.00
Gross Total		\$10,275.40
Less: Deductible		None-
Net Total		\$10,275.40

Alternate Parts Y/03/02/00/01/01 CUM 03/02/00/01/01 Zip Code: 89701 Default

Audatex Estimating 7.0.334 ES 11/05/2015 02:17 PM REL 7.0.334 DT 10/01/2015
Copyright (C) 2013 Audatex North America, Inc.

**2.9 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.
ESTIMATE CALCULATED USING THE 2.5 HOUR MAXIMUM ALLOWANCE FOR TWO-STAGE REFINISH OF NON-FLEX, EXTERIOR SURFACES.**

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Rebit	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	



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NADAguides Price Report

12/8/2015

2008 Chevrolet Trailblazer-I6

Utility 4D 4WD

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$4,175	\$5,125	\$5,900	\$8,500
Mileage (78,000)	\$1,000	\$1,000	\$1,000	\$1,000
Total Base Price	\$5,175	\$6,125	\$6,900	\$9,500
Options:				
Price with Options	\$5,175	\$6,125	\$6,900	\$9,500

Rough Trade-In - Rough Trade-In values reflect a vehicle in rough condition. Meaning a vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition. Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust or obvious signs of previous repairs. Interior reflects above average wear with inoperable equipment, damaged or missing trim and heavily soiled /permanent imperfections on the headliner, carpet, and upholstery. Vehicle may have a branded title and un-true mileage. Vehicle will need substantial reconditioning and repair to be made ready for resale. Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Average Trade-In - The Average Trade-In values on nadaguides.com are meant to reflect a vehicle in average condition. A vehicle that is mechanically sound but may require some repairs/servicing to pass all necessary inspections; Paint, body and wheel surfaces have moderate imperfections and an average finish and shine which can be improved with restorative repair; Interior reflects some soiling and wear in relation to vehicle age, with all equipment operable or requiring minimal effort to make operable; Clean title history; Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Clean Trade-In - Clean Trade-In values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Vehicle will need minimal reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Clean Retail - Clean Retail values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition. Note: Vehicles with low mileage that are in exceptionally good condition and/or include a manufacturer certification can be worth a significantly higher value than the Clean Retail price shown.

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Dec. 1. 2015 4:37PM

RECEIVED 12/01/2015 18:15

Date 12/01/15
Time 16:21:37

PICKUP ORDER



PIP 977

Lot# 38660215 FX

Seller P172 PROGRESSIVE - NV - NEVADA Insured PAUL JELLISON
 Adjuster KIMBERLY BARNES Owner STATE OF NEVADA FLEE
 Phone# (702) 570-4796 Owner Phone (775) 684-1881
 Assigned 12/01/15 11:49:08 PT Policy#
 Loss Type COLLISION Claim# 15-2552127
 Loss Date 11/02/15

Desc 08 CHEV TRAILBLAZE BLUE Damage ALL OVER License# 0 Tow N
 VIN# 1GNDT13S482158926 Vehicle Type INSPECTION Driver CARSONTOW

From STATE OF NEVADA FLEET SERVICE To COPART - 100 NV - RENO
 750 E KING ST 9915 N. VIRGINIA STREET
 CARSON CITY, NV USA 89701 RENO, NV USA 89506 9148
 (775) 684-1880 (775) 322-4377
 Cross St Cross St

KEYS AVAILABLE? YES

Trip Zone 8 Advance Limit \$1,000 Weight 4523, lbs

P/U Title Get Lien Releases Get P.O.A Other

DESCRIPTION 08 CHEV TRAILBLAZE BLUE DESC CORRECTION: 08 CHEV TRAILBLAZE
 TOW TYPE? STD/MED/HVY Keys? Y / N Keys Fob? Y / N Yr Make Model
 COLOR BLUE Primary Damage: REAR Secondary Damage: D. SIDE
 Plate #: _____ State: _____ Number of plates: _____ VIN Plate? Yes / No
 SHOP VIN# 1GNDT13S482158926

Inventory Information - CIRCLE MISSING PARTS

Mechanical:	Exterior:	Sheet Metal:
Battery	Headlamps	Driver SD Fender
Engine	Tail Lamps	Pass SD Fender
Transmission	Tailgate	Driver SD Quart Pnl
CAT Conv	Bumper cover	Pass SD Quart Pnl
	Interior:	Driver SD Front Door
	Radio/Faceplate	Driver SD Rear Door
	DVD Player	Pass SD Front Door
	DVD Monitor	Pass SD Rear Door
	CD Changer	Deck Lid
	Navigation	Left Bed Panel
	<u>Owner's Manual</u>	Right Bed Panel
	Seat	Tailgate
	Trim	Hood

Safety Equipment:

Driver SD Airbag	DMG/Missing
Pass SD Airbag	DMG/Missing
Left SD Airbag	DMG/Missing
Right SD Airbag	DMG/Missing

of wheels (including spare) 5 Alloy Steel Standard / Custom
 Evidence of teardown Y / N (if YES - request parts from location)

Notes

Driver Signature [Signature] Print JASON BROWN

Shop/Owner Signature [Signature] Print Calvin A. Aringham

Date picked up 12/1/15

RECEIVED 12/01/2015 18:15

Dec. 1. 2015 4:37PM

Date 12/01/15
Time 16:21:37

PICKUP ORDER



PIP 977

Lot# 38660215 FX

 Seller P172 PROGRESSIVE - NV - NEVADA Insured PAUL JELLISON
 Adjuster KIMBERLY BARNES Owner STATE OF NEVADA FLEE
 Phone# (702) 570-4796 Owner Phone (775) 684-1881
 Assigned 12/01/15 11:49:08 PT Policy#
 Loss Type COLLISION Claim# 15-2552127
 Loss Date 11/02/15

 Desc 08 CHEV TRAILBLAZE BLUE Damage ALL OVER License# 0 Tow N
 VIN# 1GNDT13S482158926 Vehicle Type INSPECTION Driver CARSONTOW

LOT NOTES

- 12/01/15 *AUTO: ASSIGNMENT ENTERED VIA INTERNET BY LYNK USER ALL0006698
- *FILE: LOCAL OFFICE - IS TO BE CONTACTED FOR PICKUP, RELEASE
- *FILE: ISSUES, AND OVER LIMIT ADVANCE CHARGE APPROVALS
- *FILE: OK FOR BOB VOGEL AZ VEHICLE FORENSICS TO INSPECT
- *AUTO: SALE YARD CHANGED FROM 000 TO 100
- OWNER GRANTED PERMISSION TO MOVE VEHICLE TO COPART. CTC LYNN AT (775) 684-1881.
- 12/01/15 SPOKE WITH DONNA AT FLEET SERVICES VEHICLE RELEASED, SUGGESTS FLATBED, HAS A KEY NO CHARGES
- 12/01/15 *AUTO: CLEARED FOR PICKUP
- *AUTO: KEYS AVAILABLE? YES
- *AUTO: PICKUP LOCATION CHANGED FROM: 775 6841880
- *AUTO: STATE OF NEVADA FLEET SER
- *AUTO: 750 E KING ST CARSON CITY, NV 89701-
- 12/01/15 *AUTO: CHARGES CLEARED FOR \$0 - PICKUP CLEARED ON 120115
- 12/01/15 *AUTO: DRIVER CARSONTOW DISPATCHED FOR PICKUP ON 12/02/15.

Advance Charges Review

Description	Charge
Tow	.00
Labor	.00
Yard/Gate	.00
Storage 110215 To 120115 @ .00	.00
Storage _____ To _____ @ .00	.00
Flat/Negotiated Storage	.00
Teardown/Estimating Fee	.00
Misc - _____	.00
Tax	.00
Total	.00

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division**

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

Date: November 13, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Sherri Barkdull, Budget Analyst *SB*
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - DIVISION OF
ENVIRONMENTAL PROTECTION – AIR QUALITY**

Agenda Item Write-up:

New Vehicle Request: Pursuant to NRS 334.010 the Department of Conservation and Natural Resources, Division of Environmental Protection, Air Quality, requests approval to purchase one new replacement vehicle for a total cost not to exceed \$33,280.25.

Additional Information:

The agency is requesting authority to replace one aging, high mileage vehicle. The agency originally requested four SUV replacement vehicles. The agency has since re-evaluated its vehicle needs and determined that they will only require three replacement vehicles. Additionally, the agency indicates that pickup trucks, instead of SUVs, would be the more appropriate vehicles to purchase. The agency believes that pickup trucks are more suited for the terrain they will travel on and provide better hauling capacity than the SUVs. The agency was previously approved 2 of the vehicle replacements at the September 8, 2015 Board of Examiners meeting.

Funding for this replacement vehicle was approved in the agency's 2015-17 budget. The vehicles support the agency's mine inspections activities.

During the 2015-17 legislative session, Fleet Services reviewed the agency's vehicle needs and indicated that the bureau may be well suited for dual vehicle resources: Fleet Services vehicles for non-field service vehicles mixed with the strategic purchases of off-road field service vehicles. Fleet services agreed to work with the agency in the interim to determine the proper mix of vehicle for the bureau and will work with the agency in planning for this transition.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

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



MEMORANDUM

Date: November 9, 2015

To: Sherri Barkdull, Budget Analyst IV
 Department of Administration, Budget Office

Through: David Emme, Administrator *DE*
 Department of Conservation & Natural Resources

Jeffrey Kinder, P.E., Chief, Bureau of Air Pollution Control
 Nevada Division of Environmental Protection

From: Coral Newton, Management Analyst I
 Nevada Division of Environmental Protection

RECEIVED
 NOV 10 2015
 GOVERNOR'S FINANCE OFFICE
 BUDGET DIVISION

In the FY16 budget the Bureau of Air Pollution Control ("APC") requested (4) 5.2 Sport Utility Vehicles; 4x4; 4 door; 4-6 passenger vehicles at a price of \$24,572 each for a total of \$98,228. APC would like to amend this request as follows:

(1) 5.3 Sport Utility Vehicle; ½ Ton; 4x4; 4 Door; 5-6 Passengers (\$33,251)

In September we were approved to order (2) 2.8 Truck; ½ Ton; Full size; Crew Cab; Long Bed (\$30,603 each)


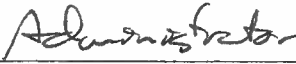
We are requesting this vehicle for several reasons:

- Specific to the trucks the bed allows us to carry 2 spare tires, as blowouts are common in the terrain that most of the mines in Nevada are located;
- the larger vehicles have better ground clearance allowing for easier travel in rough terrain and heavy snow conditions;
- the larger vehicles also have more cab room which allows for more passengers and more comfort on what can be long drives (sometimes over 400 miles each way)
- the larger vehicles also allow for more storage room for shovels, chocks (required at mine sites per the Mine Safety and Health Administration), handyman jacks, etc.

The total for the three vehicles above is \$94,457 and all of the vehicles are Alternate Fuel.

Also, we are only requesting three vehicles instead of four because one of the vehicles we are replacing has been out of service for over a year and we feel three vehicles are sufficient at this time.

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

Agency Name: NDEP - Air Quality	Budget Account #: 3185
Contact Name: Coral Newton	Telephone Number: (775) 687-9494
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p>Number of vehicles requested: <u>1</u> Amount of the request: <u>\$33,280.25</u></p> <p>Is the requested vehicle(s) new or used: <u>New</u></p> <p>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <u>2015 Chevrolet Tahoe</u></p> <p>Mission of the requested vehicle(s): <u>Vehicle will be used to travel to various mines.</u></p>	
<p>Were funds legislatively approved for the request?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, please provide the decision unit number: <u>E710</u></p> <p>If no, please explain how the vehicles will be funded?</p>
<p>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</p> <p><input type="checkbox"/> <u> </u> Addition(s) <input checked="" type="checkbox"/> <u>1</u> Replacement(s)</p>	
<p>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</p> <p><u>Vehicles is Flex Fuel.</u></p>	
<p>Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p>Current Vehicle Information: Vehicle #1 Model Year: <u>2008</u> Odometer Reading: <u>109,087</u> Type of Vehicle: <u>SUV</u></p> <hr/> Vehicle #2 Model Year: Odometer Reading: Type of Vehicle: <p><i>Please attach an additional sheet if necessary</i></p>	<p>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</p> <p><u>Yes</u></p> <hr/> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p> <p><u>The SUV has more room for equipment and multiple employees and is better equipped for the terrain it will be used in.</u></p>
<p>APPOINTING AUTHORITY APPROVAL:</p> <p align="center">   </p> <p> _____ Title _____ Date <u>11/6/15</u> </p>	
<p>BOARD OF EXAMINERS' APPROVAL:</p> <p><input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase</p> <p>_____ Date _____</p>	

Vehicle Order Information Form

Does this vehicle meet "Smart Way or Smart Way Elite" requirements? If not, agency must fill out Vehicle Order Justification Sheet.

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	5.3 – Chevy Tahoe – CK15706		
Dealer Name:	Champion Chevrolet		
Delivery Location:			
Vehicle Colors:	Exterior: Tungsten Metallic	Interior: Jet Black	X Cloth <input type="checkbox"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 32,779.00	\$ 32,779.00
SPECIFY OPTIONS: (description)			\$ 472.00
Set, Third Row		\$ 340.00	
Skid Plate		\$ 132.00	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	\$ 0.00
Total purchase price with options			\$ 33,251.00
DMV Title and DRS Fee's		\$29.25	\$ 29.25
GRAND TOTAL:			\$ 33,280.25

Registered Owner:	Agency Name & Address: Nevada Division of Environmental Protection 901 S. Stewart St., Suite 4001 Carson City, NV 89701
Legal Owner:	Agency Name & Address: Nevada Division of Environmental Protection 901 S. Stewart St., Suite 4001 Carson City, NV 89701
County Vehicle Based In:	Carson
Name & Phone of Person to contact when vehicle is ready for delivery:	Coral Newton (775) 687-9494

STANDARD PAGE ~ BID 8036 FLEET VEHICLES

DEALER NAME - *Champion Chevrolet*

Vehicle Item Number: 5.3 - Sport Utility Vehicle; 1/2 Ton; 4X4 ; 4 Door ; 5-6 Passengers		
Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
2015 Chevrolet Tahoe - CK15706	\$32,779.00	\$33,079.00
State vehicle miles per gallon (MPG): 15 CITY / 22 HIGHWAY		
No Charge Maintenance Plan for 2 Years or 24k Miles. Includes up to 4 Oil Changes & Tire Rotations. See Dealer for Details		
State manufactures warranty: 3 YR or 36k Miles Bumper to Bumper & 5 YR or 100k Miles Powertrain		
Specify standard engine size and emission rating: 5.3L Vortec V-8 Flex Fuel Federal Emission		
Includes Minimum Standard Equipment Listed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions:		
Exterior Color: List available colors: Black, Summit White, Silver Ice Metallic, Tungsten Metallic, Champagne Silver Metallic Victory Red + \$425.00		
Seats, Cloth: List available colors: Jet Black		
GVW: 7300		WHEELBASE: 116.00

OPTION PACKAGE PAGE ~BID 8036 FLEET VEHICLES

DEALER NAME - *Champion Chevrolet*

Vehicle Item Number: 5.3 - Sport Utility Vehicle; 1/2 Ton; 4X4 ; 4 Door ; 5-6 Passengers	
Option Package Name/Code: 1LS	\$1,919.00
List Equipment Features Below: 18" Aluminium Wheels, Side Impact Airbags, Bluetooth, Deep Tint Glass, Premium Cloth Seats, 40/20/40 Bench Seat with Underseat Storage, Carpeted Floor, Third Row Seat	

ITEMIZED OPTION PAGE - BID 8036 FLEET VEHICLES

DEALER NAME - *Champion Chevrolet*Vehicle Item Number: *5.3 - Sport Utility Vehicle; 1/2 Ton; 4X4 ; 4 Door ; 5-6 Passengers*

ABS Brake System	\$ STD	\$- N/A
Air Conditioning	\$ STD	\$- N/A
Bluetooth for Phone	\$73.00	\$- N/A
Cruise Control	\$ STD	\$- N/A
Deep Tint Glass	\$251.00	\$- N/A
Engine Block Heater	\$64.00	\$- N/A
Keyless Entry w/Fob	\$ STD	\$- N/A
Limited Slip Differential	\$ STD	\$- N/A
Paint, Metallic	\$ STD	\$- N/A
Power Mirrors	\$ STD	\$- N/A
Power Locks (Includes Keyless Entry)	\$ STD	\$- N/A
Power Seats	\$ STD	\$- N/A
Power Windows	\$ STD	\$- N/A
Radio; AM/FM Stereo, CD Player	\$ STD	\$- N/A
Rear Window Defogger	\$ STD	\$- N/A
Seat, Third Row	\$340.00	\$- N/A
Skid Plate	\$ N/A <i>132.00</i>	\$- N/A
Tilt Steering	\$ STD	\$- N/A
Tire, Spare, Full Size	\$ STD	\$- N/A
Trailer Tow Package	\$ STD	\$- N/A

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 375.00 flat.

\$ 33,251

~ STATE AGENCIES ONLY ~
VEHICLE ORDER JUSTIFICATION SHEET
(This form must accompany requisition)

Agency NDEP - Air Quality RX No. _____
Contact Coral Newton Phone No. (775) 687-9494

Pursuant to NRS 333.340 if an agency is not purchasing from the lowest responsible dealer, the Purchasing Division must notify the dealer with the lowest price for the vehicle type you have requested of the reasons for this purchase.

Please check all that apply below:

- Dealer is located in close proximity to the area of vehicle deployment for service, parts and warranty support to the agency
- Dealer has historically provided favorable service to the agency concerning cost of ownership issues
- Vehicle is compatible with other agency vehicles providing for standardized operation and maintenance including parts management
- Vehicle requested is best suited for the purpose to be used
- Vehicles of this make have a good cost of ownership record within the agency
- If this vehicle does not meet "Smart Way or Smart Way Elite" requirements, agency must provide detailed justification

Other justification
Vehicle is Flex Fuel.

-----State Purchasing use only-----

____ Approved ____ Disapproved by _____ date _____

If disapproved awarded dealer _____

Reason _____

Equipment Schedule
 Date: 7/6/15 10:48 AM
 Budget Period: 2015-2017 Biennium (FY16-17)
 Budget Account: 3185 DCNR - DEP AIR QUALITY
 Version: 101 LEGISLATIVELY APPROVED
 Schedule: EQUIPMENT

07/01/15-06/30/16

FY 16

DU	Catg	GL	Equipment Type	Priority	Vr 1 Count	Vr 1 Rate	Vr 1 Total	RXQ/PV#	Date	Amount	Bal	Remaining	Comments
B000	04	7460	EQUIPMENT PURCHASES <\$1,000	25	1	13,603.00	13,603.00						
E710	05	8270	T200 NO/NO2/NOX ANALYZER	80	1	24,071.00	24,071.00						
E710	05	8270	T200U NO/NOV/ANALYZER	85	1	26,671.00	26,671.00						
E710	05	8270	T300 CO ANALYZER	90	1	26,371.00	26,371.00						
E710	05	8270	T400 OZONE ANALYZER	95	2	20,598.00	41,196.00						
E710	05	8270	T700 GAS CALIBRATOR	100	1	29,084.00	29,084.00						
E710	05	8270	T703U OZONE CALIBRATOR	105	1	21,431.00	21,431.00						
E710	05	8270	T751H PROTABLE ZERO AIR GEN	110	1	8,022.00	8,022.00						
E710	05	8270	PORTABLE OZONE MONITOR STATION	115	1	23,498.00	23,498.00						
E710	05	8270	PORTABLE OZONE MONITORS MODEL 205	120	3	6,500.00	19,500.00						
E710	05	8270	WEB CAMERAS	135	2	6,182.00	12,364.00						
M590	05	8270	CALIBRATOR	65	1	29,084.00	29,084.00						
M590	05	8270	SULFATE MONITORS	45	2	27,187.00	54,374.00						
M590	05	8270	ZERO AIR SUPPLY	50	1	8,022.00	8,022.00						
M590	05	8270	SHELTERS	55	2	6,460.00	12,920.00						
M590	05	8270	DATALOGGER	60	1	7,380.00	7,380.00						
E710	05	8271	DELTA CAL/EXTERNAL PUMPS	70	2	4,126.00	8,252.00						
E710	05	8271	CELLULAR MODEMS	75	3	857.00	2,571.00						
E710	05	8271	PORTABLE OZONE CALIBRATOR MODEL 306	125	2	4,900.00	9,800.00						
E710	05	8310	VEHICLE-FLEET-RNO/CC-5-2 SPORT UTILITY VEHICLE:4X4:4 DOOR:4-6 PASS	30	4	24,572.00	98,288.00						
E710	26	8371	HARDWARE-LAPTOP PC WITH OPERATING SYSTEM	40	5	1,575.00	7,875.00						
E710	26	8371	HARDWARE-DESKTOP PC W/ MONITOR & OS, HIGH COST	5	11	1,258.00	13,838.00						
E710	26	8371	HARDWARE-LAPTOP PC WITH OPERATING SYSTEM	10	1	1,575.00	1,575.00						
							462,899.00						
							499,790.00	499,790.00	(139,835.00)				

COMMENTS
 Spencer Motor Works/Campbell Scientific

(783.59) PV709 1439352/1442312 08/07 & 08/20/15

Balance Remaining 359,171.41

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division**

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

Date: November 17, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Sherri Barkdull, Budget Analyst *SB*
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - DIVISION OF
ENVIRONMENTAL PROTECTION – INDUSTRIAL SITE CLEANUP**

Agenda Item Write-up:

New Vehicle Request: Pursuant to NRS 334.010 the Department of Conservation and Natural Resources, Division of Environmental Protection, Industrial Site Cleanup, requests approval to purchase one new replacement vehicle for a total cost not to exceed \$32,289.85.

Additional Information:

The agency is requesting authority to purchase one new vehicle to be used for project site visits and inspections. Funding for this replacement vehicle was approved in the agency's 2015-17 budget in E225.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

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




NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources
Brian Sandoval, Governor
Scott M. Davidson, P.E., Director
David Ennis, Administrator

MEMORANDUM

TO: Sherri Barkdull, Budget Office

FROM: Sandi Gotta, Management Analyst III, Bureau of Industrial Site Cleanup 

CC: J.D. Dotchin, Bureau Chief, Bureau of Industrial Site Cleanup
Carlton Parker, Bureau Supervisor, Bureau of Industrial Site Cleanup
Lisa Fleming, ASO III, Bureau of Industrial Site Cleanup

DATE: November 16, 2015

RE: Vehicle Purchase Request

The Bureau of Industrial Site Cleanup (BISC) is requesting approval to purchase a new vehicle for the Bureau's use. The bureau oversees a project cleanup at the Black Mountain Industrial Site (BMI) in Henderson, NV. Staff is required to travel from the office to the project site frequently as well as other travel for meetings, etc. To meet these requirements, staff needs a vehicle capable of driving in the project site. The request for a 2016 Chevrolet Silverado 4-WD crew cab truck is attached and will fit the staff's needs for the project site.

The vehicle purchase is an approved expense in the FY15 legislatively approved budget in Category 74, Budget Account #3175. The required paperwork is attached and submitted. We are requesting this purchase request be included on the January 12, 2016 Board Of Examiners agenda so we are submitting this request within the deadline date of December 8, 2015.

Please feel free to call me if you have any questions regarding this request at 775-687-9352 or email me at sigotta@ndep.nv.gov.

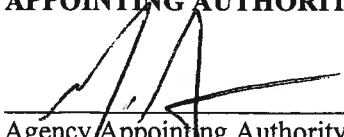
Thank you for your consideration of our request.

RECEIVED

NOV 16 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

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

Agency Name: NDEP-Bureau Industrial Site Cleanup	Budget Account #: 3175	
Contact Name: Sandi Gotta	Telephone Number: 775-687-9352	
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:		
Number of vehicles requested: <u>1</u> Amount of the request: <u>\$ 32,289.85</u>		
Is the requested vehicle(s) new or used: <u>New</u>		
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <u>2016 Chevrolet Silverado 4WD Crew Cab</u>		
Mission of the requested vehicle(s): <u>Vehicle to be used for project site visits and inspections.</u>		
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide the decision unit number: <u>E225 - GL8310</u> If no, please explain how the vehicles will be funded?	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input checked="" type="checkbox"/> <u>1</u> Addition(s) <input type="checkbox"/> Replacement(s)		
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. <u>No, vehicle is best suited for project site inspections and site visit needs per the Bureau's duties.</u>		
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: Odometer Reading: Type of Vehicle: Vehicle #2 Model Year: Odometer Reading: Type of Vehicle: <i>Please attach an additional sheet if necessary</i>	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.	
APPOINTING AUTHORITY APPROVAL:		
 _____ Agency Appointing Authority	<u>DEPUTY ADMINISTRATOR</u> _____ Title	<u>11/13/15</u> _____ Date
BOARD OF EXAMINERS' APPROVAL:		
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase		
_____ Board of Examiners	_____ Date	

~ STATE AGENCIES ONLY ~
VEHICLE ORDER JUSTIFICATION SHEET

(This form must accompany requisition)

Agency NDEP-Bureau Ind Site Cleanup No. XXXX

Contact Sandi Gottie Phone No. 775-1087-9357

Pursuant to NRS 333.340 if an agency is not purchasing from the lowest responsible dealer, the Purchasing Division must notify the dealer with the lowest price for the vehicle type you have requested of the reasons for this purchase.

Please check all that apply below:

Dealer is located in close proximity to the area of vehicle deployment for service, parts and warranty support to the agency

Dealer has historically provided favorable service to the agency concerning cost of ownership issues

Vehicle is compatible with other agency vehicles providing for standardized operation and maintenance including parts management

Vehicle requested is best suited for the purpose to be used

Vehicles of this make have a good cost of ownership record within the agency

If this vehicle does not meet "Smart Way or Smart Way Elite" requirements, agency must provide detailed justification

Other justification

-----State Purchasing use only-----

Approved Disapproved by _____ date _____

If disapproved awarded dealer _____

Reason _____

Vehicle Order Information Form

Does this vehicle meet "Smart Way or Smart Way Elite" requirements? If not, agency must fill out Vehicle Order Justification Sheet.

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	2016 Chevrolet Silverado 4WD Crew Cab CC15543		
Dealer Name:	Fairway Chevrolet, Las Vegas, NV		
Delivery Location:	Las Vegas, Nevada: Division of Environmental Protection		
Vehicle Colors:	Exterior: No Color Selected	Interior: No Color Selected	X Cloth Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 41,370.00	\$ 41,370.00
SPECIFY OPTIONS: (description)			\$ 7,930.00
Bed Liner		\$ 450.00	
LT Option Package		\$ 2,960.00	
Four Wheel Drive		\$ 3,150.00	
Bed Cover		\$ 1,229.00	
All Weather Floor Mats		\$ 141.00	
		\$	
		\$	
Pre-Tax Adjustments/Discount		\$	\$ -17,039.40
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	\$ 0.00
Total purchase price with options			\$ 32,260.60
DMV Title and DRS Fee's		\$29.25	\$ 29.25
GRAND TOTAL:			\$ 32,289.85

Registered Owner:	Agency Name & Address: Nevada Division of Environmental Protection Bureau of Industrial Site Cleanup 2030 E. Flamingo Road, Suite #230 Las Vegas, NV 89119
Legal Owner:	Agency Name & Address: Nevada Division of Environmental Protection Bureau of Industrial Site Cleanup 2030 E. Flamingo Road, Suite #230 Las Vegas, NV 89119
County Vehicle Based In:	Las Vegas
Name & Phone of Person to contact when vehicle is ready for delivery:	NDEP – Bureau of Industrial Site Cleanup JD Dotchin, Chief – 702-486-8250 x 235 or Sandi Gotta, 775-687-9352

Prepared For:
Carlton Parker
NDEP
2030 E Flamingo Rd Suite 230
Las Vegas, NV 89119
Phone: (702) 486-2850
Email: jcarltonparker@ndep.nv.gov
v
Primary FAN: 856228
Requested Quantity: 1

Prepared By:
John O'Neil
Fairway Chevrolet
3100 E Sahara Ave
Las Vegas, NV 89104
Phone: (702) 641-1400
Fax: (702) 641-1499
Email: joneil@fairwaychevy.com

2016 Chevrolet Silverado 1500
CK15543 4WD Crew Cab 143.5" LT w/1LT

Photo may not represent exact vehicle or selected equipment.

Prepared For:
Carlton Parker
NDEP
 2030 E Flamingo Rd Suite 230
 Las Vegas, NV 89119
 Phone: (702) 486-2850
 Email: jcarltonparker@ndep.
 nv.gov
 Primary FAN: 856228
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Fairway Chevrolet
 3100 E Sahara Ave
 Las Vegas, NV 89104
 Phone: (702) 641-1400
 Fax: (702) 641-1499
 Email: jonell@fairwaychevy.com

2016 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Crew Cab 143.5" LT w

QUOTE WORKSHEET

QUOTE WORKSHEET - 2016 Fleet/Non-Retail CK15543 4WD Crew Cab 143.5" LT w/1LT

MSRP		\$41,370.00
Destination Charge		\$1,195.00
Optional Equipment		\$545.00
Dealer Advertising		\$0.00
PRE-TAX ADJUSTMENTS:		
Discount	(\$18,780.00)	
Bed Liner	\$450.00	
LT Option Package	\$2,960.00	
Four Wheel Drive	\$3,150.00	
Bed Cover	\$1,229.00	
All Weather Floor Mats	\$141.00	
Total Pre-Tax Adjustments		(\$10,850.00)
Taxable Price		\$32,260.00
POST-TAX ADJUSTMENTS:		
Title Fee	\$29.25	
Total Post-Tax Adjustments		\$29.25
TOTAL		\$32,289.25

Customer Signature / Date

Dealer Signature / Date

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 406.0, Data updated 9/29/2015
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 Customer File:

Prepared For:
 Carlton Parker
 NDEP
 2030 E Flamingo Rd Suite 230
 Las Vegas, NV 89119
 Phone: (702) 486-2850
 Email: jcarltonparker@ndep.
 nv.gov
 Primary FAN: 856228
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Prepared By:
 John O'Neil
 Fairway Chevrolet
 3100 E Sahara Ave
 Las Vegas, NV 89104
 Phone: (702) 641-1400
 Fax: (702) 641-1499
 Email: joneil@fairwaychevy.com

2016 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Crew Cab 143.5" LT w

WINDOW STICKER

2016 Chevrolet Silverado 1500 4WD Crew Cab 143.5" LT w/1LT		Interior: - No color has been selected.
4.3L/262 CID Gas/Ethanol V6		Exterior 1: - No color has been selected.
* 6-Speed Automatic		Exterior 2: - No color has been selected.
CODE	MODEL	MSRP
CK15543	2016 Chevrolet Silverado 1500 4WD Crew Cab 143.5" LT w/1LT	\$41,370.00
OPTIONS		
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
LV3	ENGINE, 4.3L FLEXFUEL ECOTEC3 V6 WITH ACTIVE FUEL MANAGEMENT, DI	\$0.00
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED	\$0.00
C5Y	GVWR, 7100 LBS. (3221 KG)	\$0.00
GU6	REAR AXLE, 3.42 RATIO	\$0.00
1LT	1LT PREFERRED EQUIPMENT GROUP	\$0.00
Q5U	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) BRIGHT MACHINED ALUMINUM	\$0.00
RBZ	TIRES, P255/70R17 ALL-SEASON, BLACKWALL	\$0.00
ZY1	PAINT, SOLID	\$0.00
GXG	TUNGSTEN METALLIC	\$0.00
AZ3	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, AVAILABLE IN CLOTH	\$0.00
H0U	JET BLACK, CLOTH SEAT TRIM	\$0.00
IO5	AUDIO SYSTEM, CHEVROLET MYLINK RADIO WITH 8" DIAGONAL COLOR TO	\$0.00
FHS	E85 FLEXFUEL CAPABLE OF RUNNING ON UNLEADED OR UP TO 85% ETHA	\$0.00
CGN	BED LINER, SPRAY-ON, PICKUP BOX BED LINER	\$475.00
VK3	LICENSE PLATE KIT, FRONT	\$0.00
VAV	LPO, ALL-WEATHER FLOOR MATS, FRONT AND REAR	\$160.00
R9Y	FLEET FREE MAINTENANCE CREDIT	-\$90.00
VQ2	FLEET PROCESSING OPTION	\$0.00
SUBTOTAL		\$41,915.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared For:
Carlton Parker
NDEP
2030 E Flamingo Rd Suite 230
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Phone: (702) 486-2850
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Primary FAN: 856228
Requested Quantity: 1

Prepared By:
John O'Neil
Fairway Chevrolet
3100 E Sahara Ave
Las Vegas, NV 89104
Phone: (702) 641-1400
Fax: (702) 641-1499
Email: joneil@fairwaychevy.com

2016 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Crew Cab 143.5" LT w

WINDOW STICKER

Advert/Adjustments	\$0.00
Destination Charge	\$1,195.00
TOTAL PRICE	\$43,110.00
Est City: 17.00 mpg	
Est Highway: 22.00 mpg	
Est Highway Cruising Range: 572.00 mi	

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 406.0, Data updated 9/29/2015
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Customer File:

Prepared For:
Carlton Parker
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2030 E Flamingo Rd Suite 230
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Phone: (702) 486-2850
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nv.gov
Primary FAN: 856228
Requested Quantity: 1

Prepared By:
John O'Neil
Fairway Chevrolet
3100 E Sahara Ave
Las Vegas, NV 89104
Phone: (702) 641-1400
Fax: (702) 641-1499
Email: joneil@fairwaychevy.com

2016 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Crew Cab 143.5" LT w

WARRANTY INFORMATION

WARRANTY INFORMATION - 2016 Fleet/Non-Retail CK15543 4WD Crew Cab 143.5" LT w/1LT

WARRANTY

Basic:

3 Years/36,000 Miles

Drivetrain:

5 Years/60,000 Miles

Corrosion:

3 Years/36,000 Miles

Rust-Through

6 Years/100,000 Miles

Roadside Assistance:

5 Years/60,000 Miles

Maintenance:

2 Years/24,000 Miles

2 visits

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

October 02, 2015 10:33:27 AM

Page 5

Schedule Selection G: Equipment Schedule

Budget Account: 3175 DCNR - DEP INDUSTRIAL SITE CLEANUP

Catg	GL Acct	Description	Priority	Year1 Count	Year2 Count	Year1 Rate	Year2 Rate	Year1 Amt	Year2 Amt
E225		EFFICIENT AND RESPONSIVE STATE GOVERNMENT							
74	7771	SOFTWARE-MICROSOFT WINDOW 2012 SERVER	25	2	3	1,146.00	1,146.00	2,292	3,438
74	8241	OFFICE FURNITURE-EXECUTIVE *** ENTIRE UNIT ***	5	0	1	2,970.00	2,970.00	0	2,970
74	8310	VEHICLE-FLEET-LV-5.4 SPORT UTILITY VEH:3/4 TON;4X4;6 DOOR;5-6 PASS	10	1	0	36,249.50	37,336.50	36,249.5	0
74	8371	HARDWARE PRINTER NETWORK LASER JET MONO LITE DTY	20	1	0	669.00	669.00	669	0
74	8371	HARDWARE-DESKTOP PC W/ MONITOR & OS. HIGH COST	15	6	2	1,258.00	1,258.00	7,548	2,516
Total for Decision Unit: E225				10	6			46,758.5	8,924
Total for Budget Account: 3175				10	6			46,758.5	8,924

Brian Sandoval
Governor




James R. Wells, CPA
Director

Janet Murphy
Deputy Director

**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division**

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

Date: December 7, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Colleen Murphy, 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.

PEACE OFFICERS' STANDARDS AND TRAINING COMMISSION

Agenda Item Write-up:


New Vehicle Request: Pursuant to NRS 334.010 the Peace Officers' Standards and Training Commission requests approval to purchase one new replacement vehicle not to exceed \$8,636 as approved by the 2015 Legislature.

Additional Information:

This request is funded in the legislatively approved budget (SFY16, BA 3774, E711).

Statutory Authority:

BOE approval required pursuant to NRS 334.010.


REVIEWED:  _____
ACTION ITEM: _____

RECEIVED

DEC 04 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

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

Agency Name: Peace Officers Standards and Training		Budget Account #: 3774	
Contact Name: Doyle B. Smith		Telephone Number: (775) 687-7678 ext. 3314	
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:			
Number of vehicles requested: <u>1</u>		Amount of the request: <u>\$8636.00</u>	
Is the requested vehicle(s) new or used: <u>Used</u>			
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <u>Pickup</u>			
Mission of the requested vehicle(s): <u>Law Enforcement Training</u>			
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If yes, please provide the decision unit number: <u>E711</u> If no, please explain how the vehicles will be funded?	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> <u>1</u> Replacement(s)			
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. <u>N/A - Used full-size pickup</u>			
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)		Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.	
Current Vehicle Information: Vehicle #1 Model Year: 2006 Odometer Reading: 128,354 Type of Vehicle: Large Sedan		Yes	
Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:		If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.	
<i>Please attach an additional sheet if necessary</i>			
APPOINTING AUTHORITY APPROVAL:			
		<u>Deputy Director</u>	
Agency Appointing Authority		Title	
		<u>11/30/2015</u>	
		Date	
BOARD OF EXAMINERS' APPROVAL:			
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase			
Board of Examiners		Date	

Revised 7/13/10



**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE**

Budget Division

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

Date: November 17, 2015

To: James R. Wells, Clerk of the Board
Governor's Finance Office

From: Jim Rodriguez, 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.

DEPARTMENT OF PUBLIC SAFETY – DIVISION OF EMERGENCY MANAGEMENT

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Division of Emergency Management requests authority to contract with a former Communications Systems Specialist position to support the development and deployment of an Interoperable Communications Plan for the state of Nevada.

Additional Information:

The agency indicates that current agency staff does not have the technical knowledge or expertise to adequately perform the services necessary to support the Nevada Interoperable Communications Plan and the Nevada Communications Steering Committee. The agency also indicates that this individual was chosen because of his extensive background in all areas of interoperable communications and for his previous involvement with the initial development of the Statewide Communications Interoperability Plan, the Tactical Interoperability Plan, and the Nevada Interoperable Communications Field Operations Guide.

The proposed contract rate for this employee is \$45.72 per hour, or \$95,098 per year. The agency indicates that a comparable salary range of equivalent state employees for this position would be \$70,803 to \$74,526 per year. This would be a difference in salary of approximately 28% at the top range of comparison. The agency indicates that it arrived at the contract rate amount by conducting a comparison of 10 western and northern states and determined the midrange of the salaries surveyed. A copy of the survey summary is provided with the request.

The previous state employee performed these like functions as a Communication Systems Specialist 1 from June 22, 2015 to September 24, 2015. His salary at that time was \$42,323.76 per year (Grade and Step equivalent to 33-01). That position was previously filled from June 1, 2011 to September 19, 2014 and vacant to June 21, 2015.

The table below provides a summary of the various rates and equivalent grades and steps indicated above:

	Hourly Rate Range		Annual Salary Range		Equivalent Grade/Step Range	
	Low	High	Low	High		
Contract Rate	N/A	\$ 45.72	N/A	\$ 95,097.60		47-05
Comparable State Employees Rate	\$ 24.04	\$ 35.83	\$ 50,003.20	\$ 74,526.40	33-05	42-05
Previous Employee Rate	\$ 20.35	N/A	\$ 42,323.76	N/A	33-1	N/A

Statutory Authority:

NRS 333.705

REVIEWED: _____ ACTION ITEM: _____

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Andrew Gagliardo</u>
Former Employee ID number:	<u>57428</u>
Former Job Title:	<u>Communications Systems Specialist</u>
Former Employing Agency:	<u>Division of Emergency Management</u>
Former Class and Grade:	<u>Class: 06.973 Grade: 33</u>
Employment Dates:	<u>6/22/15-9/24/15</u>
Contracting Agency:	<u>Division of Emergency Management</u>

Please check which of the following applies:


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

<p>a. Summarize scope of contract work.</p>	<p>Under general supervision the Statewide Interoperable Communications Coordinator (SWIC) will support development and deployment of an Interoperable Communications Plan for the State of Nevada with direction from the Nevada Communications Steering Committee (NCSC). The SWIC is responsible for the development and maintenance of the Statewide Communications Interoperability Plan (SCIP), the regional tactical interoperable communications plans (TICP's) and the Nevada Interoperable Communications Field Operations Guide (NEVIFOG). The SWIC will reach out to Interoperable Communications stakeholders keeping them informed of the vision, assess gaps and find solutions to interoperable communication challenges and provide a monthly report to the NCSC summarizing projects in process, completed and other areas of interest to the NCSC.</p>
<p>b. Document former job description.</p>	<p>Maintained communications capabilities for the State Emergency Operations Center (SEOC). Work with all Federal, State, Local & Tribal Governments as well as hospitals, volunteer organizations and other public/private safety entities in establishing, updating, tracking & cataloging radio systems and networks and conduct scheduled checks. Establish, maintain, track & catalog radio caches statewide. Maintain operational readiness for the projector, audio & video teleconference capability in the SEOC. During emergency activation serve as Communications Unit Leader under the Logistics Section of the SEOC. Executes Statewide Communications Plan in conjunction with the Statewide Interoperability Coordinator as it relates to the mission of the SEOC. Participate in the development and/or maintenance of plans that adequately identify capabilities in public & amateur systems. Demonstrate SEOC's equipment to utilize said system. Maintain regional Tactical Interoperability Communications Plans as required by federal standards. Integrate radio systems & processes with Federal, State, Local & Tribal governments & other emergency</p>

	communications entity operations initiatives. Attend Nevada communications related meetings as a representative of the Division of Emergency Management (DEM) to maintain a current comprehensive operations picture and provide briefing to leadership on information obtained. Ensure all agency vehicles & Continuity of Operations (COOP) equipment & supplies are maintained and ready for deployment at all times in coordination with Operations and Fiscal staff. Identify communication gaps, make recommendations related to identified systems & develop budgets for necessary equipment.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	No Not applicable
d. Explain why existing State employees within your agency cannot perform this function.	Existing agency staff doesn't have the expertise of this high level, technical nationwide program to perform the services necessary to support Nevada's Interoperable Communications Plan and the Nevada Communications Steering Committee successfully.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.	No relationship
f. List contractor's hourly rate.	\$45.72 per hour (\$95,098 annual)
g. List the range of comparable State employee rates.	\$24.04 to \$35.83 per hour - Grade 37 class code 06.959
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	Comparison with 10 northern states, 7 of which the SWIC position is a state position shows the hourly rate to be in the middle of the annual salary range (attached). No, the contract has not been limited.
i. Document justification for hiring contractor.	This contractor was selected because of his extensive background in all areas of interoperable communication to include: microwave and repeater communications, mobile communications and multiple radio frequencies (800 MHz, EDACS, VHF, HF, and amateur radio). He was instrumental in the initial development of the SCIP & TICP plans and the NEViFOG guide. He has participated in the Statewide

	<p>Interoperable Communication Program as a technical team member and he currently is or has been a member of multiple Communications, Telecommunications, Emergency Management and Fire Committees. He helped start the NCSC and remains a member. During his employment with the Division, he identified deficiencies in attention and support of Nevada's first responders in today's world and that the SCIP, TICP & NEViFOG are out of date and have areas that are inaccurate. He was directly responsible for the largest and most complex communication system in the State of Nevada. The Division of Emergency Management believes that Mr. Gagliardo is well qualified and able to provide effective interoperable oversight, coordination and support for the day to day communications issues responders face today.</p>
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Comments:

 11/25/2015
 Contracting Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners

State	State position	Agency	Annual Salary
Alaska	X	DPS	120,369.00
Oregon		Oregon Dept of Transportation	119,460.00
Arizona	X	Dept of Administration, ASET PSIC Office	100,000.00
Montana	X	State of Montana, Dept of Administration	100,000.00
Washington	X	Washington State Military Dept	97,760.00
Nevada		Dept of Public Safety, Division of Emergency Management	95,098.00
Idaho	X	State of Idaho Military Division	93,803.00
Colorado		Governor's Office of Information Technology	92,774.00
California		CA Emergency Mgmt Agency	85,164.00
Utah	X	State of Utah Dept of Technology Services	70,000.00
Wyoming	X	State of Wyoming Enterprise Technology Services	56,600.00

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE

Budget Division

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

Date: December 2, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Paul Nicks, 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.

DEPARTMENT OF TRANSPORTATION

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Transportation requests authority to contract with a former Supervisor III, Associate Engineer on the Northern Nevada Traffic study awarded to the CA Group.

Additional Information:

Scott Carroll retired from state service in April 2014 and joined the CA Group. The CA Group has been awarded the Northern Nevada Traffic study. The CA Group is proposing to use Mr. Carroll for the I-80/I-580/US-395 in Washoe county portion of the Northern Nevada Traffic study. He will be providing guidance with Intelligent Transportation Society solutions and input into the concepts analysis.

Statutory Authority:

NRS 333.705

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



1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7440
Fax: (775) 888-7201

MEMORANDUM

ORIGINAL

November 4, 2015

To: State of Nevada Board of Examiners
From: Rudy Malfabon, Director *Rudy Malfabon*
Subject: Authorization to Contract with a Former Employee

SUMMARY

Pursuant to the State Administrative Manual section 0323, the Nevada Department of Transportation requests the authority to contract with a retired state employee. Mr. Scott Carroll retired from State service April of 2014 and has been employed by the CA Group. The CA Group is proposing to use Mr. Carroll for the Northern Nevada Traffic Study for I-80/I-580/US-395 in Washoe County.

BACKGROUND

The CA Group has been awarded the Northern Nevada Traffic Study. As part of the traffic study, the scope includes traffic forecasting, operations analysis, safety analysis, and concept development. Mr. Carroll retired from the Traffic Operations Division where he was Supervisor III, Associate Engineer. Supervising Staff II Engineers in the Traffic Operations Division at NDOT for the design of traffic signals, lighting and ITS projects. Mr. Carroll will be providing guidance with ITS solutions and input into the concepts analysis.

When Mr. Carroll retired from State service, he had no influence or authority over the consultant procurement or agreement with the CA Group.

RECOMMENDATION

We respectfully request your consideration for approval for the CA Group to enter into contract with Mr. Carroll to be a team member of the Northern Nevada Traffic Study.

RECEIVED

DEC 01 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

Authorization to Contract with a Former Employee

Former Employee Name: Scott Carroll
Former Employee ID number: 10417
Former Job Title: Supervisor III, Associate Engineer
Former Employing Agency: Nevada Department of Transportation
Former Class and Grade: 06.209, 40
Employment Dates: 2-89 to 4-14
Contracting Agency: CA Group

Please check which of the following applies:

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

a. Summarize scope of contract work.	Traffic Study for I-80/I-580/US-395 in Washoe County, scope includes traffic forecasting, operations analysis, safety analysis, concept development.
b. Document former job description.	Supervisor III, Associate Engineer. Supervising Staff II Engineers in the Traffic Operations Division at NDOT for the design of traffic signals, lighting and ITS projects.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	
d. Explain why existing State employees within your agency cannot perform this function.	
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate	

<u>NAC 284.750.</u>	
f. List contractor's hourly rate.	N/A
g. List the range of comparable State employee rates.	N/A
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	N/A
i. Document justification for hiring contractor.	

Comments:

Ruby Macpherson 11-4-15

Contracting Agency Head's Signature and Date

[Signature]

Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

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

Date: December 2, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Paul Nicks, 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.

DEPARTMENT OF TRANSPORTATION

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Transportation requests authority to contract with a former Chief Structures Engineer to perform the role of Principal Project Engineer on various NDOT Traffic Safety Engineering projects awarded to Parsons Transportation Group.

Additional Information:

Mark EliceGUI retired from state service on June 12, 2015 and joined the Parsons Transportation Group on August 10, 2015. Parsons is currently under agreement with NDOT on various traffic safety engineering projects, specifically Agreement P368-13-816 (Traffic Safety Engineering Design Services and Road Safety Assessment statewide) and P113-14-016 (Nevada Traffic Incident Management statewide). Mr. EliceGUI will be assisting in ensuring the traffic safety design aspects conform to NDOT standards, processes and constructability reviews. Parsons is proposing to use Mr. EliceGUI on the following projects:

- SR28, Incline Village – Pedestrian Improvements Design project
- Sun Valley Boulevard, Reno – Pedestrian Improvements Design project
- Statewide – Road Safety Assessment project
- Statewide – Traffic Incident Management project

Statutory Authority:

NRS 333.705

REVIEWED: _____

[Handwritten signature]

ACTION ITEM: _____



1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7440
Fax: (775) 888-7201
(Use Local Information)

MEMORANDUM

ORIGINAL

November 2, 2015

To: State of Nevada Board of Examiners
From: Rudy Malfabon, Director *Rudy Malfabon*
Subject: Authorization to Contract with a Former Employee

SUMMARY

Pursuant to the Administrative Manual Section 0323, the Nevada Department of Transportation (NDOT) request the authority to contract with the retired state employee. Mr. Mark Elicegui, retired from state service on June 12, 2015 and has been employed by Parsons Transportation Group on August 10, 2015. Parsons is proposing to use Mr. Elicegui as Principal Project Engineer on various NDOT Traffic Safety Engineering projects.

BACKGROUND

Parsons is currently under agreement with NDOT on various traffic safety engineering projects, specifically Agreement P368-13-816 (Traffic Safety Engineering Design Services and Road Safety Assessment statewide) and P113-14-016 (Nevada Traffic Incident Management statewide). Mr. Elicegui will be assisting in ensuring the traffic safety design aspects to conform to NDOT standards and processes; and constructability reviews. Parsons is proposing to use Mr. Elicegui on the following NDOT traffic safety projects:

- SR28, Incline Village, Nevada - Pedestrian Improvements Design Project.
- Sun Valley Boulevard, Reno, Nevada - Pedestrian Improvements Design Project.
- Road Safety Assessment Performance Measures, statewide.
- Traffic Incident Management Project, statewide.

When Mr. Elicegui retired from state service as Chief Structures Engineer, he had no influence or authority over the consultant procurement or agreement for Parsons traffic safety related projects.

RECOMMENDATION

We respectfully request your consideration for approval for Parsons Transportation Group to enter into contract with Mr. Mark Elicegui to be a member of Parsons staffing team on various NDOT traffic safety projects.

RECEIVED

DEC 01 2015

GOVERNOR'S OFFICE
BUDGET DIVISION

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Mark Elicegui</u>
Former Employee ID number:	<u>07685</u>
Former Job Title:	<u>Chief Structures Engineer</u>
Former Employing Agency:	<u>Department of Transportation</u>
Former Class and Grade:	<u>Administrator II, Reg. Prof. Eng., Grade 47</u>
Employment Dates:	<u>July 29, 1985 – June 12, 2015</u>
Contracting Agency:	<u>Department of Transportation</u>

Please check which of the following applies:

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

a. Summarize scope of contract work.

- NDOT SR28 Pedestrian Improvements Design Project – advising on constructability issues, assisting to respond to RFIs or submittals. Mr. Elicegui is local to this project.
- NDOT Sun Valley Boulevard Pedestrian Improvements Design Project – advising on the design for structural aspects, conformance to NDOT standards and processes, constructability reviews, and quality assurance.
- NDOT Road Safety Assessment Performance Measures – the project involves coordination with NDOT and local agencies throughout Nevada. Mr. Elicegui, with his relationships in the area, would be a valuable asset as a representative of the project for the northern region. Mr. Elicegui would also be valuable to assist with field and plan reviews of NDOT roadways for verification of recommended improvements.
- NDOT Traffic Incident Management Project – the project involves facilitation with NDOT and other agencies in Nevada statewide. Mr. Elicegui, with his relationships in the area, would be a valuable asset as a representative of the project for the northern region.
- Future NDOT Safety/Design Projects – Parsons has been performing engineering work in Nevada for over 60 years. Parsons has completed hundreds of different local projects and performed significant planning and engineering services for NDOT and other agencies throughout Nevada. Parsons was the first consulting firm to perform Road Safety Assessments for NDOT and have completed nearly 70 of these since 2007. Mr. Elicegui is a part of Parsons commitment to continually invest in Nevada and to bring value to possible future NDOT Safety Projects.

<p>b. Document former job description.</p>	<p>Administer the activities of the Structures Design Division and establish policies to ensure consistency in design; approve preliminary structural plans of bridges for submission to the Federal Highway Administration or for certification acceptance; confer with designers during the production of structural designs to provide direction and code interpretation; request the use of consultants when appropriate; contract with consultants as required; monitor work and designs produced by consultants to ensure compliance with consultant agreement; approve final contract plans for structures; certify construction drawings; and give final approval of standard plan drawings for inclusion in the department's standard plan publication.</p> <p>Administer the structure construction management process by recommending approval or denial of contract change orders; provide technical assistance to construction personnel; and conduct on-site reviews to monitor progress and ensure proper construction</p>
<p>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</p>	<p>Mr. Elicegui will bring his vast NDOT experience to Parsons staffing team; his general design and construction experience will be valuable for all projects with other agencies requiring his engineering skill set.</p>
<p>d. Explain why existing State employees within your agency cannot perform this function.</p>	<p>Mr. Elicegui would be assisting with scope that is contracted to a consultant, Parsons.</p>
<p>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.</p>	<p>No</p>
<p>f. List contractor's hourly rate.</p>	<p>N/A per instructions above</p>
<p>g. List the range of comparable State employee rates.</p>	<p>N/A per instructions above</p>
<p>h. Justify contract rate if it exceeds the maximum</p>	<p>N/A per instructions above</p>

en

<p>employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?</p>	
<p>i. Document justification for hiring contractor.</p>	<p>Mark Elicegui has 30 years of experience working previously with NDOT including the construction and structural divisions. He is very familiar with NDOT standards, processes and expectations. He also has maintained strong relationships with various key NDOT staff as well as many key staff from other local agencies. Mark expands the resources Parsons provides to clients in northern Nevada. As an additional resource to the Parsons staffing team, Mr. Elicegui would also help to expedite schedules on priority projects. For these reasons, Mr. Elicegui would provide great value to NDOT by assisting Parsons on the projects described in section (a) above.</p>

Comments:

Rudy Macpherson 11-3-15

Contracting Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

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

Date: December 2, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Paul Nicks, 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.

DEPARTMENT OF TRANSPORTATION

Agenda Item Write-up:


Pursuant to NRS 333.705, subsection 1, the Department of Transportation (NDOT) requests authority to contract with a former Senior Safety Coordinator. NDOT has an existing contract with the CA Group for a Northern Nevada Traffic study.

Additional Information:

James Ceragioli retired from state service in October 2014 and joined the CA Group. The CA Group has been awarded the Northern Nevada Traffic study. Mr. Ceragioli retired from the Safety division where he was responsible for supervising the implementation and activities identified in the Highway Safety Improvement Program (HISP). Mr. Ceragioli will be providing safety analysis and input into the concepts analysis for the Northern Nevada Traffic study.

Statutory Authority:

NRS 333.705

REVIEWED: 
ACTION ITEM: _____



1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7440
Fax: (775) 888-7201

MEMORANDUM

ORIGINAL

November 4, 2015

To: State of Nevada Board of Examiners
From: Rudy Malfabon, Director *Rudy Malfabon*
Subject: Authorization to Contract with a Former Employee

SUMMARY

Pursuant to the State Administrative Manual section 0323, the Nevada Department of Transportation requests the authority to contract with a retired state employee. Mr. James Ceragioli retired from State service October of 2014 and has been employed by the CA Group. The CA Group is proposing to use Mr. Ceragioli for the Northern Nevada Traffic Study for I-80/I-580/US-395 in Washoe County.

BACKGROUND

The CA Group has been awarded the Northern Nevada Traffic Study. As part of the traffic study, the scope includes traffic forecasting, operations analysis, safety analysis, and concept development. Mr. Ceragioli retired from the Safety Division where he was the Senior Safety Coordinator responsible for supervising the implementation and activities identified in the Highway Safety Improvement Program (HSIP), responsibilities including: supervising 8 safety engineering staff, HSIP project development, HSIP funding, HSIP project schedules, working with other NDOT divisions and other state and local entities while supervising the activities identified in the HSIP. The main goal of the HSIP is to reduce fatal and serious injuries on all of Nevada's roadways. Mr. Ceragioli will be providing safety analysis and input into concepts analysis.

When Mr. Ceragioli retired from State service, he had no influence or authority over the consultant procurement or agreement with the CA Group.

RECOMMENDATION

We respectfully request your consideration for approval for the CA Group to enter into contract with Mr. Ceragioli to be a team member of the Northern Nevada Traffic Study.

RECEIVED

DEC 01 2015

GOVERNOR'S OFFICE
BUDGET DIVISION

Authorization to Contract with a Former Employee

Former Employee Name: James Ceragioli
Former Employee ID number: 05933
Former Job Title: Senior Safety Coordinator
Former Employing Agency: Nevada Department of Transportation
Former Class and Grade: 40-10
Employment Dates: 11/04/1987 – 10/03/2014
Contracting Agency: Nevada Department of Transportation

Please check which of the following applies:

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

a. Summarize scope of contract work.	Traffic Study for I-80/I-580/US-395 in Washoe County, scope includes traffic forecasting, operations analysis, safety analysis, concept development.
b. Document former job description.	Senior Safety Coordinator responsible for supervising the implementation and activities identified in the Highway Safety Improvement Program (HSIP), responsibilities including: supervising 8 safety engineering staff, HSIP project development, HSIP funding, HSIP project schedules, working with other NDOT divisions and other state and local entities while supervising the activities identified in the HSIP. The main goal of the HSIP is to reduce fatal and serious injuries on all of Nevada's roadways.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	
d. Explain why existing State employees within your agency cannot perform this function.	
e. Document if the individual overseeing or establishing	

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

Comments:



Contracting Agency Head's Signature and Date



Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

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

Date: December 2, 2015

To: James R. Wells, Clerk of the Board
Governor's Finance Office

From: Paul Nicks, 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.

DEPARTMENT OF TRANSPORTATION

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Transportation (NDOT) requests authority to contract with a former Business Process Analyst I to manage the implementation of a department-wide DocuSign solution. The employee will support NDOT part-time from February 1, 2016 through April 30, 2017.

Additional Information:

NDOT is implementing a department-wide DocuSign solution that includes the development of PowerForms. Paula Aiazzi is a subject matter expert in DocuSign and has the ability to document the needs of the NDOT departments and design the optimal solution for the organization. Outside of the DocuSign implementation, Paula will also be training her replacement. Paula will be contracted on a part-time basis through Marathon Staffing.

Statutory Authority:

NRS 333.705

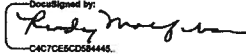
REVIEWED: _____
ACTION ITEM: _____



1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7440
Fax: (775) 888-7201
(Use Local Information)

MEMORANDUM

November 13, 2015

To: State of Nevada Board of Examiners
From: Rudy Malfabon, Director 
Subject: Authorization to Contract with a Former Employee

SUMMARY

Pursuant to the State Administrative Manual section 0323, the Nevada Department of Transportation requests the authority to contract with a previous state employee. Paula Aiazzi will be terminating her state employment on January 29th 2016.

BACKGROUND

The Administrative Division is currently in the process of implementing a department-wide DocuSign solution. The implementation will consist of transitioning both internal and external documents into the DocuSign system, process training throughout the department and procedure documentation. Mrs. Aiazzi is a subject matter expert for DocuSign.

Mrs. Aiazzi manages several of the Division systems included the E-Bidding and E-PATS systems, which are the systems used for procurement of construction, design, and engineering services. The E-Bidding and E-PATS systems are presently in the enhancement phase. This will require substantial testing and documentation. Mrs. Aiazzi was the primary tester for the implementation phases of the systems and is the system liaison for the vendor and IT.

RECOMMENDATION

We respectfully request your consideration for approval for Paula Aiazzi to be contracted on a part-time basis through Marathon Staffing starting February 1st 2016.

RECEIVED

DEC 01 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

Authorization to Contract with a Former Employee

Former Employee Name: Paula Aiazzi
Former Employee ID number: 48776
Former Job Title: Business Process Analyst I
Former Employing Agency: Department of Transportation
Former Class and Grade: 7.657, 34
Employment Dates: April 1, 2013 to present
Contracting Agency: Department of Transportation

Please check which of the following applies:

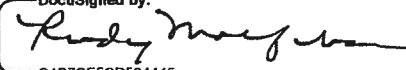
Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.

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

a. Summarize scope of contract work.	Analyze and map existing process in the Department to develop process efficiencies and innovations. Assist in the implementation of technology solutions within the Department with focus on DocuSign.
b. Document former job description.	Documenting division business processes; completing and documenting information systems user acceptance testing; assisting in the documentation of business and functional requirements for proposed projects; monitoring a variety of assigned information systems and assisting in system troubleshooting; working with IT staff on projects; assisting with the review of new legislation and their impacts on the systems of Administrative Services.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	<p>Mrs. Aiazzi is the subject matter expert for DocuSign. We are embarking upon on Department-wide implementation of the DocuSign solution and need her expertise to complete the project.</p> <p>Mrs. Aiazzi manages several NDOT software systems which includes the maintenance, enhancements and upgrades to those systems. Throughout the life of the assignment Mrs. Aiazzi will be carrying out a knowledge transfer to Department employees on her assigned systems.</p>
d. Explain why existing State employees within your agency cannot perform this function.	Current staff do not have sufficient knowledge of the DocuSign system, or the resources for a Department-wide project implementation. In addition, current staff do not have sufficient knowledge to manage the other systems Mrs. Aiazzi manages.
e. Document if the individual overseeing or establishing the contract is related to	The contract with Marathon Staffing is through State Purchasing and Mrs. Aiazzi did not have any association with State Purchasing.

<p>the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.</p>	
<p>f. List contractor's hourly rate.</p>	<p>\$22.00 + \$5.28 (temp agency fee) = \$27.28 \$27.78 x 24 hours per week = \$654.72. She will be working on a part-time basis.</p>
<p>g. List the range of comparable State employee rates.</p>	<p>\$20.90 to \$30.99. Current hourly salary + benefit = \$31.12 \$31.12 x 40 hours per week = \$1,244.80</p>
<p>h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?</p>	<p>n/a</p>
<p>i. Document justification for hiring contractor.</p>	<p>Services will be provided through Marathon Staffing Group, who are currently under contract with the State through March 31, 2017, as a temporary employee service provider. Mrs. Aiazzi has great technical background and expertise that would prove beneficial not only to the department but the Admin Services division as well.</p>

Comments:

DocuSigned by:


11/18/2015

Contracting Agency Head's Signature and Date



Budget Analyst

12/07/15

Clerk of the Board of Examiners

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE**

Budget Division

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

Date: December 17, 2015

To: James R. Wells, Clerk of the Board
Governor's Finance Office

From: Nikki Hovden, Budget Analyst *NH*
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIRECTOR'S OFFICE AND
DIVISION OF WELFARE AND SUPPORTIVE SERVICES**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services Director's Office and the Division of Welfare and Supportive Services requests authority to contract with a Graduate Research Assistant currently employed by the University of Nevada, Reno to conduct econometric and statistical analysis on human service caseloads.

Additional Information:

This position will work approximately 20 hours per week and focus on the Division of Welfare and Supportive Services (DWSS) caseload populations. The current duties at the university do not relate to these duties. DWSS is funding this position, but the position will be located and supervised by the Director's Office and working with the current economist staff. The department is working on creating a partnership with the university to give graduate students work experience and to grow people to fill future needs in the department.

Statutory Authority:

NRS 333.705

REVIEWED: *JEM*
ACTION ITEM: _____

BRIAN SANDOVAL
Governor




RICHARD WHITLEY, MS
Director

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIRECTOR'S OFFICE
4126 Technology Way, Suite 100
Carson City, Nevada 89706
Telephone (775) 684-4000 • Fax (775) 684-4010
<http://dhhs.nv.gov>

December 17, 2015

To: Jim Wells, Clerk
Board of Examiners

From: Ellen Crecelius, Deputy Director Fiscal Services 
Department of Health & Human Services

Through: Richard Whitley, Director
Department of Health & Human Services

RE: Authorization to Contract with Current State Employee

The Department of Health & Human Services, Welfare Division and Director's Office request approval to contract with a graduate student currently employed by the University of Nevada, Reno. This will be a part-time position to conduct econometric and statistical analysis on human service caseload.

The position will be funded by the Welfare Division, but will be located and supervised in the DHHS Director's Office working with current economist staff. The Department of Health and Human Services is working on creating a partnership with the University to give graduate students work experience and to grow people to fill future needs in the department.

The authorization to Contract with Current Employee form is attached for review and consideration. Should you have any questions, please contact Ellen Crecelius at 775 684-4004.

Authorization to Contract with a Current Employee

Employee Name:	<u>Jeffery Stroup</u>
Employee ID number:	<u>NA</u>
Job Title:	<u>Graduate Research Assistant</u>
Current Agency:	<u>University of Nevada, Reno</u>
Current class and grade:	<u>Student Worker</u>
Employment Dates:	<u>January 2012 – Current</u>
Contracting Agency:	<u>DHHS – Director's Office</u>

<p>Please check which of the following applies:</p> <p><input type="checkbox"/> Contract is with a current State employee (contractor) or a temporary employment agency providing a current employee. Please complete steps a-l below.</p> <p><input type="checkbox"/> Contract is with an entity (contractor) other than a temporary employment agency that employs a current State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.</p>	
<p>a. Summarize scope of contract work.</p>	<p>Conduct econometric and statistical analysis on human service caseloads. Research and analyze client subgroups, cross-program interactions, service utilizations, and other data analysis.</p>
<p>b. Document the employee's current job description.</p>	<p>Develop fact sheets for University of Nevada, Reno's Cooperative Extension. Calculate economic impacts of the drought and health care sectors, help mentor students from other universities as part of the National Science Foundation's Research Experiences for Undergraduates program.</p>
<p>c. Explain how this differs from current State duties.</p>	<p>The contract work will specifically target DHHS Welfare caseload populations, this does not relate to current duties at the University.</p>
<p>d. Explain why existing State employees within your agency cannot perform this function.</p>	<p>Current staff focuses on caseload projections and do not have time to do the data analysis.</p>
<p>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so; explain relationship and why this would not violate NAC 284.750.</p>	<p>Individual overseeing the contract is not related to the contractor.</p>
<p>f. List contractor's hourly rate.</p>	<p>\$21.49</p>
<p>g. List the range of comparable State employee rates.</p>	<p>This position is comparable to an Economist 2 (grade 35) Step 1 \$22.04, Step 5 \$26.22, Step 10 \$32.74</p>

h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent.	NA
i. Identify the date and time the contract work will be performed.	Contractor will work approximately 20 hours between the hours of 8:00 – 5:00.
j. Identify the State employee's work schedule.	Contractor will work a flex schedule that works around his school schedule.
k. Document the controls that will be in place to ensure contract work will not occur during State work or sick time.	Contract work will be provided in the DHHS Director's Office and will be recorded on a timesheet submitted bi-weekly.
l. Document the justification for hiring contractor.	The Department of Health and Human Services is working on creating a partnership with the University to give graduate students work experience to grow people to fill future needs in the department.

Comments:

Ellen McCreck 12/17/15

 Contracting Agency Head's Signature and Date

Maria Davis signing for Thomas R. Harris 12/16/2015

 Current Employee's Agency Head's Signature and Date w/permissions

Mikki H. [Signature] 12/17/15

 Budget Analyst

 Clerk of the Board of Examiners

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE

Budget Division

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

Date: December 7, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Paul Nicks, 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.

DEPARTMENT OF TRANSPORTATION

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 4, the Department of Transportation seeks a favorable recommendation regarding the division's determination to use the emergency provision to contract with a former Maintenance Management Coordinator II from October 05, 2015 through February 05, 2016 to assist in the development of the Request for Proposals (RFP) requirements for the replacement of the Maintenance Management System (MMS).

Additional Information:

NDOT is replacing their current MMS system to meet their strategic goal to effectively preserve and manage its assets and efficiently operate the state transportation system. Due to the rapid project schedule, NDOT contracted with AppleOne Employment Services to have Jeff Dodge support the development of the RFP. Currently NDOT does not have sufficient knowledgeable staff to support this project due to recent retirements.

Statutory Authority:

NRS 333.705

REVIEWED: _____
ACTION ITEM: _____

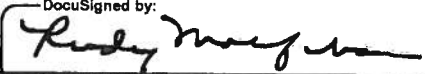
Authorization to Contract with a Former Employee


Former Employee Name:	<u>Jeff Dodge</u>
Former Employee ID number:	<u>7710</u>
Former Job Title:	<u>Maintenance Management Coordinator II</u>
Former Employing Agency:	<u>NDOT</u>
Former Class and Grade:	<u>7.736/ Grade 37</u>
Employment Dates:	<u>3/1981-10/2014</u>
Contracting Agency:	<u>AppleOne</u>

<p>Please check which of the following applies:</p> <p><input checked="" type="checkbox"/> Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.</p> <p><input type="checkbox"/> Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.</p>	
<p>a. Summarize scope of contract work.</p>	<p>IT Project reference ID (EAMS: ITPID 1040) Assist with the development of the Request for Proposals Requirements for the replacement of the Maintenance Management System (MMS). See attached scope for more detail.</p>
<p>b. Document former job description.</p>	<p>Maintenance Management Program Coordinator – performing the following functions:</p> <ol style="list-style-type: none"> 1. Monitor, evaluate, manage and administer the Maintenance Management System and participate in the implementation of an asset management system including features inventory of those elements assigned to the Maintenance and Asset Management division. 2. Administer the Equipment Training and Certification Program 3. Serve as project coordinator and manage various databases. Conduct field tests of Products and Materials 4. Field Evaluations & Reviews 5. Employee Training and serve on a variety of working committees.
<p>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</p>	<p>Jeff Dodge is being hired due to his extensive experience and expertise in the field of Maintenance Management System administrations.</p> <p>There is no contract clause. The temporary employee will transfer knowledge by documenting all the different types of reports in the Request for Proposal.</p>

d. Explain why existing State employees within your agency cannot perform this function.	Current employees have limited experience with the preparation of all the different types of reports that are required by the Legislature, internal and external stakeholders, legal entities and the public.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.	There is no relationship between the individual overseeing the contract and the former employee.
f. List contractor's hourly rate.	\$44.35/ hour Apple 1 Employee gets \$35.48/ hour
List the range of comparable State employee rates.	\$24.04-\$35.83
g. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	The temporary agency (Apple 1 Employment Services) charges a 25% mark-up on everyone. We pay the temporary agency \$44.35/ hour.
h. Document justification for hiring contractor.	Jeff's involvement with the development of this RFP will increase the efficiency and effectiveness of our new Maintenance Management System by ensuring that it will have the capability to meet current and future reporting requirements. The RFP will be developed within the next four months and Jeff's involvement is limited to a maximum of 10 hours per week.

Comments:

DocuSigned by:

C4C7CE9CD584445 12/9/2015
 Contracting Agency Head's Signature and Date


 Budget Analyst

Clerk of the Board of Examiners

Jeff Dodge – Project Schedule

Task Name	Duration	Start	Finish
MMS, PMS, SW, BMS	90 days	Mon 10/5/15	Fri 2/5/16
Background	50 days	Mon 10/5/15	Fri 12/11/15
Context Diagram	6 days	Mon 10/5/15	Mon 10/12/15
Business Process Flows	35 days	Mon 10/12/15	Fri 11/27/15
High Level Business Needs	8 days	Mon 11/30/15	Wed 12/9/15
Approval of Context Diagram and Business Process Flows	3 days	Wed 12/9/15	Fri 12/11/15
Scope of Services	51 days	Fri 11/27/15	Fri 2/5/16
Business Scenarios	9 days	Fri 11/27/15	Wed 12/9/15
Scenario Descriptions	8 days	Wed 12/9/15	Fri 12/18/15
Business Requirements - First Draft	16 days	Fri 12/18/15	Fri 1/8/16
Business Requirements - Second Draft	9 days	Fri 1/8/16	Wed 1/20/16
Business Requirements - Third draft	8 days	Wed 1/20/16	Fri 1/29/16
Business Requirements Approval	5 days	Mon 2/1/16	Fri 2/5/16

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through Its

Various State Agencies

Monitored By: Department of Administration
Purchasing Division
515 E Musser Street, Room 300
Carson City NV 89701
Contact: Annette Morfin, Purchasing Officer
Phone: (775) 684-0185 Fax: (775) 684-0188
Email: amorfin@admin.nv.gov

and

**Howroyd Wright Employment Agency, Inc.,
dba AppleOne Employment Services**

1999 W. 190th St.
Torrance CA 90504
Contact: Linda Madigan
Phone: (310) 750-3400 Fax: (310) 750-1111
Email: lmadigan@appleone.com

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Independent Contractor" – means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - C. "Fiscal Year" – is defined as the period beginning July 1st and ending June 30th of the following year.
 - D. "Current State Employee" – means a person who is an employee of an agency of the State.
 - E. "Former State Employee" – means a person who was an employee of any agency of the State at any time within the preceding 24 months.
3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be March 12, 2013).

Effective from:	April 1, 2013	To:	March 31, 2017
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4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, posted prepaid on the date posted, and addressed to the other party at the address specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	NEGOTIATED ITEMS
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	REQUEST FOR PROPOSAL 2029 AND AMENDMENTS #1 AND #2
ATTACHMENT DD:	CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	Invoices will be paid upon receipt of invoice and using agency's approval, invoices will be paid within 30 days. Agency Recruitment Invoices: will be paid per temporary employee hourly pay rate plus 25% Agency Recruitment Administrative Markup Fee with 520 hours conversion for Temp-to-Hire. Contractor Recruitment Invoices: will be paid per temporary employee hourly pay rate plus 35% Contractor Recruitment Administrative Markup Fee Both markup fees include a 13.77%-17.75% Employers Tax Contribution depending on the Worker's Compensation code. Employers Tax Contribution. Temporary employees may be required to drive State vehicles and contractor must maintain the \$1,000,000.00 automobile liability on their insurance policy to cover this requirement.
--------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Total Contract Not to Exceed:	\$6,000,000.00 for the contract term.
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The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the contractor.

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriate may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be

submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. **INSPECTION & AUDIT.**

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the state Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason for the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any State, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Termination upon declared default or breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred (100%) of the Contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION.** To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, to the extent caused by the negligent or willful acts or omissions of Contractor, its officers, employees and agents.
15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the state only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor

is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the state whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the state; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work, relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

QUESTION		CONTRACTOR'S INITIALS	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?		<i>JH</i>
2.	Will the Contracting Agency be providing training to the independent contractor?		<i>JH</i>
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?		<i>JH</i>
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?		<i>JH</i>
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?		<i>JH</i>
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?		<i>JH</i>
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?		<i>JH</i>

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the state, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior to approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. **Insurance Coverage.** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*,

incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage.*

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16 B, General Requirements*.
 - 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
 - 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any State, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.
 18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
 19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
 20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
 21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepare or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark, or copyright protection.
 22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:
- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt 67, Section 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, State, county or local agency, legislature, commission, council or board;
 - B. Any federal, State, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, State, county or local agency; legislature, commission, council or board.
26. **WARRANTIES.**
- A. General Warranty. Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry, shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
 - B. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES.** Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this Contract without first notifying the Contracting Agency of the identify of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired

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

30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

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

Spide Madaya
Independent Contractor's Signature

1/16/13
Date

V.P. of Operations and Gov't Solutions
Independent Contractor's Title

Jennifer Carter
Signature

1/23/13
Date

Dep Administrator
Title

Signature

Date

Title

Signature

Date

Title

[Signature]
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 3/12/13
Date

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General

On: 25 Jan 13
Date

ATTACHMENT AA
NEGOTIATED ITEMS

ATTACHMENT AA

NEGOTIATED ITEMS

CONTRACT NEGOTIATION DOCUMENT


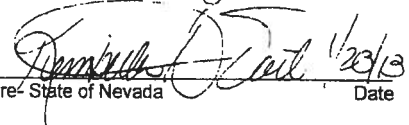
NEGOTIATION DOCUMENT FOR RFP 2029 NEVADA STATE PURCHASING – MASTER SERVICE AGREEMENT TEMPORARY EMPLOYMENT SERVICES APPLEONE EMPLOYMENT SERVICES

EXCEPTIONS – The following table identifies the initial RFP requirement, Proposer's exception and the State's Response.

#	RFP REQUIREMENT	PROPOSER'S RESPONSE	STATE'S RESPONSE	PROPOSER'S RESPONSE
E1	<p>LIMITED LIABILITY. The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the Contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.</p>	<p>12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply. Damages for any Contractor breach shall not exceed one hundred (100%) of the Contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.</p>	<p>12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred (100%) of the Contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.</p>	<p>Contractor accepts the State's response.</p>

#	RFP REQUIREMENT	PROPOSER'S RESPONSE	STATE'S RESPONSE	PROPOSER'S RESPONSE
E2	INDEMNIFICATION. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.	14. INDEMNIFICATION. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, to the extent caused by the negligent or willful acts or omissions of Contractor, its officers, employees and agents.	The accepts this language.	

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

	1/16/13	V.P. Operations and Gov't Solutions
Independent Contractor's Signature	Date	Independent's Contractor's Title
	1/16/13	Dept Administrator
Signature- State of Nevada	Date	Title

ATTACHMENT BB
INSURANCE SCHEDULE

ATTACHMENT BB

INSURANCE SCHEDULE

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Non-owned vehicle would include vehicles owned by the State of Nevada.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional Insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State of Nevada Department Representative's Name & Address)**.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State Department Representative's Name and Address)**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

Diana Madigan 1/16/13
Independent Contractor's Signature Date

V.P. of Operations and Gov't Solutions
Independent's Contractor's Title

Therese East 1/23/13
Signature- State of Nevada Date

Dep Administrator
Title



STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

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

Date: December 12, 2015

To: James R. Wells, Clerk of the Board
Governor's Finance Office

From: Jim Rodriguez, 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.

DEPARTMENT OF PUBLIC SAFETY – DIRECTOR'S OFFICE

Agenda Item Write-up:

Pursuant NRS 286.523, the Director of the Department of Public Safety (DPS) requests that the Board of Examiners designate DPS Officer I and DPS Officer II as "critical need positions" and grant a Public Employees Retirement System (PERS) exception for the reemployment of qualifying retired employees to fill positions for which a critical labor shortage has been appropriately designated.

Additional Information:

The Department of Public Safety currently has 652 authorized DPS Officer positions. Of those 652 positions, 96 are currently vacant. Parole and Probation and the Capitol Police account for 239 of these DPS Officer positions and 41 vacancies. The department indicates that these vacancies remain vacant from 3 months to over a year. This, combined with higher than normal turn-over rates, has placed the department in the untenable position of dealing with a critical shortage of qualified candidates to fill these vacant DPS Officer positions.

The department indicates that the primary factors impacting its ability to recruit and retain these positions include the following: higher wages offered by other local law enforcement agencies, necessarily intensive background investigations, rigorous peace officer training requirements and the recent financial situation. Despite increased efforts to recruit and retain DPS Officers, the department continues to lose officers to other law enforcement agencies, both in-state and out-of-state, at an alarming rate. The department goes on to state that until they can successfully fill a

majority of its vacant DPS Officer position, the re-employment of retired officers will serve a critical role in achieving the departments primary mission: to provide for the public safety of the Nevada's citizenry.

Statutory Authority:

NRS 333.705 and NRS 286.523

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

Brian Sandoval
Governor



James M. Wright
Director

Jackie Muth
Deputy Director

Director's Office

555 Wright Way
Carson City, Nevada 89701-0525
Telephone (775) 684-4556 • Fax (775) 684-4809

Memorandum

Date: December 10, 2015

To: James R. Wells, Clerk of the Board
Department of Administration

From: James M. Wright, Director *JMW*
Department of Public Safety

Subject: Critical Labor Shortage Designation – DPS Officers I and II

The Department of Public Safety (DPS) respectfully requests the Board of Examiners' review and designation of DPS Officer I and DPS Officer II as critical need positions. As outlined in NRS 286.523, this designation will allow the Department to reemploy retired public officers who require little or no training to perform important peace officer duties.

The Department currently has about 652 DPS Officer positions, of which, 96 are vacant. The Department continues to face challenges in filling these critical positions as a result of higher wages offered by other local law enforcement agencies, necessary and extensive background investigations, rigorous peace officer training, and the recent financial crisis.

This request is intended to allow DPS to reemploy retired officers throughout the Department. However, the immediate and urgent needs are located within the Capitol Police Division and the Division of Parole and Probation. For the past three (3) years, the combined turnover rate for the Capitol Police and Parole and Probation Divisions are as follows:

Year	Turnover Rate
2012	9.57%
2013	13.17%
2014	13.06%
2015	16.32%

The combined total sworn positions for the Capitol Police and Parole and Probation Divisions are 239 and 41 of these positions are vacant.

At the Department level, the turnover rate is as follows:

Year	Turnover Rate
2012	10%
2013	10.53%
2014	11.67%
2015	14.43%

The positions typically remain vacant from three (3) months to a year. With the increased turnover rate, the Department has also increased its efforts to recruit and retain DPS Officers in order to meet its objectives. These efforts include consistently attending career fairs at military bases, university and community colleges, local community events, conducting continuous recruitment and testing, hiring additional staff whose sole purpose is to conduct background investigations, polygraph exams, and running the training academy twice a year to train newly hired officers.

Unfortunately, these efforts have not sufficiently produced the desired results of filling the DPS Officer vacancies. We continue to compete with the Las Vegas Metropolitan Police Department, Henderson Police Department, North Las Vegas Police Department, Washoe County Police Department and more recently, the Sparks Police Department. All these agencies have hired DPS Officers at a significantly higher rate of pay. These added challenges have forced the Department to temporarily hire former retired officers with institutional knowledge, and relevant training and experience to supplement our permanent sworn staff.

Within the Parole and Probation Division, the Department has hired nine (9) retired officers for the Las Vegas office to reduce the overwhelming number of caseloads being managed by the permanent sworn officers. The Division's Southern Command currently has 1980 offenders under general supervision. The retired officers have provided crucial relief by performing administrative casework management duties in support of the permanent officers. Such duties include preparation of reports and management of monthly offender reporting duties. Each of the retired officers is managing an average of 95 offenders on general supervision. The retired officers are playing an instrumental role in overseeing the administrative responsibilities, which allow the permanent officers to ensure the compliance of the offenders in the field. Both of these elements of supervision lend to the safety of our community. Without the retired officers, the permanent sworn officers would each handle an average of 315 offenders.

Within the Capitol Police Division, the Department has additional challenges of filling its DPS Officer positions. Specifically, majority of the sworn positions are DPS Officer 1's, which are pay grade 36 (three grades lower than those located in other divisions). Interested officers from other divisions have to take voluntary demotions to transfer to the Capitol Police Division. In addition, the officers at the Capitol Police Division do not qualify for the Heart and Lung benefits extended to the other officers within DPS. Existing officers who transfer to this division are personally responsible for the cost associated with maintaining their Heart and Lung benefits. Officers often transfer to other divisions within the Department where they can progress in their careers.

As a result, the Department has hired nine (9) retired officers who perform all necessary Capitol Police Officer functions. Such functions include assisting citizens who are visiting State offices, building patrol duties for safety and security in and around State offices. Without these retired officers' support, the Division would not be able to provide the expected safety and security functions.

Until now, the retired officers have been hired through the use of temporary hiring methods. However, this option imposes strict limitations on the number of hours and wages they can earn in a fiscal year. For the fiscal year beginning July 1, 2015, the retired officers are limited to \$23,920 income and 1039 hours. This makes it difficult for the Department to reap the full benefits of the officers' expertise. Should they exceed the wage and hour thresholds, the officers will forfeit their retirement benefits, which will create a negative impact on their retirement plans.

Through resignations, retirements and competition with other local law enforcement agencies, the Department continues to lose its officers in spite of our increased efforts. We are currently considering more progressive and innovative measures in addition to our current recruiting efforts. However, these efforts require time and financial resources. Therefore, until the Department can successfully fill majority of its vacant officer positions, the retired officers serve critical roles in support of providing public safety in our communities. Even after filling the officer vacancies, it takes over a year for a sworn officer to complete all their necessary training to become a fully-functioning officer.

Please contact me if you have any questions or need further information. I appreciate your consideration of this request.

NRS 286.523 Employment of retired employee: Exception for reemployment of certain retired employees to fill positions for which critical labor shortage exists; determination and designation of such positions; limitation on length of designation of position. [Effective through June 30, 2015.]

1. It is the policy of this State to ensure that the reemployment of a retired public employee pursuant to this section is limited to positions of extreme need. An employer who desires to employ such a retired public employee to fill a position for which there is a critical labor shortage must make the determination of reemployment based upon the appropriate and necessary delivery of services to the public.

2. The provisions of subsections 1 and 2 of NRS 286.520 do not apply to a retired employee who accepts employment or an independent contract with a public employer under the System if:

(a) The retired employee fills a position for which there is a critical labor shortage; and

(b) At the time of the retired employee's reemployment, the retired employee is receiving:

(1) A benefit that is not actuarially reduced pursuant to subsection 6 of NRS 286.510; or

(2) A benefit actuarially reduced pursuant to subsection 6 of NRS 286.510 and has reached the required age at which the retired employee could have retired with a benefit that was not actuarially reduced pursuant to subsection 6 of NRS 286.510.

3. A retired employee who is reemployed under the circumstances set forth in subsection 2 may reenroll in the System as provided in NRS 286.525.

4. Positions for which there are critical labor shortages must be determined in an open public meeting held by the designating authority as follows:

(a) Except as otherwise provided in this subsection, the State Board of Examiners shall designate positions in State Government for which there are critical labor shortages.

(b) The Supreme Court shall designate positions in the Judicial Branch of State Government for which there are critical labor shortages.

(c) The Board of Regents shall designate positions in the Nevada System of Higher Education for which there are critical labor shortages.

(d) The board of trustees of each school district shall designate positions within the school district for which there are critical labor shortages.

(e) The governing body of a charter school shall designate positions within the charter school for which there are critical labor shortages.

(f) The governing body of a local government shall designate positions with the local government for which there are critical labor shortages.

(g) The Board shall designate positions within the System for which there are critical labor shortages.

5. In determining whether a position is a position for which there is a critical labor shortage, the designating authority shall make findings based upon the criteria set forth in this subsection that support the designation. Before making a designation, the designating authority shall consider all efforts made by the applicable employer to fill the position through other means. The written findings made by the designating authority must include:

(a) The history of the rate of turnover for the position;

(b) The number of openings for the position and the number of qualified candidates for those openings after all other efforts of recruitment have been exhausted;

(c) The length of time the position has been vacant;

(d) The difficulty in filling the position due to special circumstances, including, without limitation, special educational or experience requirements for the position; and

(e) The history and success of the efforts to recruit for the position, including, without limitation, advertising, recruitment outside of this State and all other efforts made.

6. A designating authority that designates a position as a critical need position shall submit to the System its written findings which support that designation made pursuant to subsection 5 on a form prescribed by the System. The System shall compile the forms received from each designating authority and provide a biennial report on the compilation to the Interim Retirement and Benefits Committee of the Legislature.

7. A designating authority shall not designate a position pursuant to subsection 4 as a position for which there is a critical labor shortage for a period longer than 2 years. To be redesignated as such a position, the designating authority must consider and make new findings in an open public meeting as to whether the position continues to meet the criteria set forth in subsection 5.

(Added to NRS by 2001, 2400; A 2003, 2062; 2005, 1077; 2009, 1549, 1550; R 2011, 90, effective June 30, 2015)

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division**

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

Date: December 11, 2015

To: James R. Wells, Clerk of the Board
Governor's Finance Office

From: Melanie Young, Budget Analyst
Budget Division

Handwritten signature of Melanie Young in black ink.

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.

OFFICE OF THE ATTORNEY GENERAL

Agenda Item Write-up:

Office of the Attorney General submits the following Tort Claim request for approval:

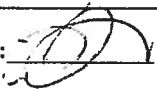
Claimant:	Prison Legal News payable to Allen Lichtenstein, Esq.
Claim No.:	TC 17378
Date of Loss:	June 27, 2013
Settlement Amount:	\$475,000

Additional Information:

To settle this case the amount of \$475,000 is being paid for damages. The projected reserve balance at fiscal year-end is anticipated to be \$3,925,779. The average reserve balance for the last three fiscal years is \$3,478,128.

Statutory Authority:

SAM 2905 and NRS 41.036

REVIEWED: 
ACTION ITEM: _____



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
100 North Carson Street
Carson City, Nevada 89701

ADAM PAUL LAXALT
Attorney General

WESLEY K. DUNCAN
Assistant Attorney General

NICHOLAS A. TRUTANICH
Chief of Staff

MEMORANDUM

DATE: November 21, 2015
TO: Melanie Young, Budget Analyst
FROM: Nancy Katafias, Tort Claims Manager
SUBJECT: Prison Legal News Claim Approval for the 1/12/16 BOE agenda

=====

Please place the following item on the January 12, 2016 Board of Examiner's agenda for approval. Upon approval, this item will be paid from Budget 1348, Tort Claim Fund.

Claimant: Prison Legal News (payment paid to counsel Allen Lichtenstein, Esq.)

Claim No.: TC 17378

Settlement Amount: \$475,000.00

TORT CLAIM RECOMMENDATION

DATE: November 9, 2015
CLAIMANT: Prison Legal News
CLAIM NUMBER: TC17378
DATE OF LOSS: June 27, 2013
AGENCY: Nevada Department of Corrections/Directors Office

DISCUSSION

In their lawsuit filed against the Nevada Department of Corrections (NDOC), Prison Legal News (PLN) requested injunctive relief against the NDOC for alleged censoring the receipt of their journal to NDOC prisoners. They also requested the following Administrative Regulations be declared unconstitutional: ban on return address labels, ban on publications not from approved vendors or publishers, and ban the requirement that all books be sent using first class mail.

The lawsuit further alleged that in 2000, they were represented by the American Civil Liberties Union of Nevada and obtained a judgment and order enjoining NDOC from censoring PLN publications. They allege that despite the consent decree, NDOC continued to censor mail from PLN.

Discovery had been initiated and it appeared that the current NDOC administration was unaware of the prior 2000 consent decree. With the prior consent decree being lost in time, some of the terms of the decree had not been implemented.

Our motion for dismissal based on qualified immunity was not granted and discovery was ongoing. It appeared that a motion for summary judgment may be granted against the NDOC and for PLN. Had this occurred, damages and attorney fees would have been payable to PLN.

During a settlement conference held in October 2015, through JAMS with Ret. Judge Robert Rose, the case reached settlement with one of the terms being the payment of \$475,000. At that time, the PLN alleged that they had incurred \$200,000 in damages due to lost subscribers. They submitted their fees and costs to date which totaled \$613,742. PLN is represented by the Human Rights Defense Center, the law firm of Rosen Bien Galvan & Grunfeld, and local Nevada counsel Allen Lichtenstein and Staci Pratt.

Had this case gone to trial, it is anticipated that attorney fees and costs would have doubled the current amount of \$613,742. The State would have been liable for attorney fees and costs and damages that PLN may have suffered. Settlement of this case in the amount of \$475,000 was a cost effective settlement for the State.

RECOMMENDATION

It is recommended that the claim be paid in the amount of \$475,000.00.

RECOMMENDATION: PAY

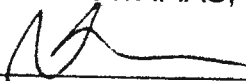
Allen Lichtenstein, Esq.
3315 Russell Road #222
Las Vegas NV 89120

Approved:



NANCY KATAFIAS, CLAIMS MANAGER

11/9/15
DATE



NICHOLAS A. TRUTANICH, CHIEF OF STAFF

11/11/15
DATE

(ORIGINAL KEPT IN FILE)

RECEIVED NOV 13 2015

For Budget Division Use Only	
Reviewed by:	<u>DM</u> 12/15
Reviewed by:	
Reviewed by:	

LEASE INFORMATION

Nevada Funeral Board
 501 Hammill Lane, Reno, Nevada 89511
 Jennifer Kandt 775.825.5535 fax 775.825-5535 nvfuneralboard@fb.nv.gov

1. Name of Landlord (Lessor):

Griffin Pro. LLC

2. Address of Landlord:

P.O. Box 4199

3. Property contact:

Incline Village, Nevada 89450

Ryan Johnson Ryan@johnsongroup.net 775-823-8877

4. Address of Lease property:

3740 Lakeside Drive #201

Reno, Nevada 89509

a. Square Footage:

XRentable 924 Square Feet

b. Cost:

Usable

cost per month	# of months in time frame	cost per month	time frame	Approximate cost per square foot
\$1375.00	12	\$1375.00	February 1, 2016-January 2017	1.48
\$1415.00	12	\$1415.00	12 months	1.53
\$1455.00	12	\$1455.00	12 months	1.57

c. Total Lease Consideration:

d. Option to renew:

Yes No Renewal terms: One exact term

e. Holdover notice:

of Days required: 3 Years Holdover terms: None

f. Term:

None

g. Pass-thrus & CAMS

h. Utilities:

Landlord Tenant

i. Janitorial:

Landlord Tenant 3 day 5 day

j. Major repairs:

Landlord Tenant

k. Minor repairs:

Landlord Tenant

l. Taxes:

Landlord Tenant

m. Comparable Market Rate

n. Specific termination clause in lease:

Breach/Default lack of funding

o. Lease will be paid for by Agency Budget Account Number:

B009

5. Purpose of the lease:

!To house the Funeral and Cemetery Services Board

7. This lease constitutes:

- An extension of an existing lease
- An addition to current facilities (requires a remark)
- A relocation (requires a remark)
- A new location (requires a remark)
- Remodeling only
- Other

a. Estimated moving expenses: \$0.00

Furnishings: \$3000.00

Data/Phones: \$500.00

Remarks:

Current landlord is selling building and tenant is on a month to month lease. Tenant is seeking new space due to sale of building. Additionally, Board needs to be able to house investigator in office.

Exceptions/
Special
notes:

The Board does not currently have any large furnishings so will not incur moving expenses. The Board will need to purchase several desks for the new space.

RECEIVED

DEC 07 2015

STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV 20101825415</u>			
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	<input checked="" type="radio"/> LLC	INC	CORP	LLP
c. Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	<input checked="" type="radio"/> YES			<input type="radio"/> NO
d. Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	<input checked="" type="radio"/> YES			<input type="radio"/> NO
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	<input checked="" type="radio"/> YES			<input type="radio"/> NO
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="radio"/> YES			<input type="radio"/> NO
g. State of Nevada Vendor number:	<u>N/A - Board paid</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="radio"/> YES	<input type="radio"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input type="radio"/> YES	<input type="radio"/> NO



 Authorized Signature - Agency

12/3/15

 Date

II
 For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Business and Industry, Division of Industrial Relations
 1839 College Parkway, #100
 Carson City, Nevada 89706
 Jan Rosenberg, Phone (702) 486-9159, Fax (702) 486-9170

Remarks: Two and a half year lease extension negotiated to house the Industrial Relations division. This lease will be retroactive to December 1, 2015.

Exceptions/Special notes: Will include 5-day janitorial.

2. Name of Landlord (Lessor): Brentwood Green Valley, LLC

3. Address of Landlord: 3203 E. Warm Springs Road, Suite 200
 Las Vegas, Nevada 89120

4. Property contact: James Wilmot, Broker
 JW Commercial Real Estate
 Phone (702) 808-5613 Fax (702) 534-3921
 Email james@jw cres.com

5. Address of Lease property: 1301 N. Green Valley Parkway, Suites 100, 120, 130, 140 & 160
 Henderson, Nevada 89074

a. Square Footage: Rentable 35,908 / Usable

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
Increase %	\$75,406.80	12	\$904,881.60	December 1, 2015 - November 30, 2016	\$2.10
5%	\$79,177.14	12	\$950,125.68	December 1, 2016 - November 30, 2017	\$2.21
5%	\$83,136.00	6	\$498,815.98	December 1, 2017 - May 31, 2018	\$2.32
c. Total Lease Consideration:		30	\$2,353,823.26		

d. Option to renew: Yes No 90 Renewal terms: One identical term

e. Holdover notice: # of Days required 30 Holdover terms: 5%/90

f. Term: Two (2) years, Six (6) months

g. Pass-thrus/CAM/Taxes: Landlord Tenant

h. Utilities: Landlord Tenant

i. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see special notes)

j. Repairs: Major: Landlord Tenant Minor: Landlord Tenant

k. Comparable Market Rate: \$2.05 - \$2.60 Las Vegas / Henderson

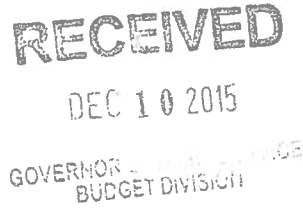
l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 4680, 4682, 4685, 4686

6. Purpose of the lease: To house the Division of Industrial Relations

7. This lease constitutes:
- An extension of an existing lease
 - An addition to current facilities (requires a remark)
 - A relocation (requires a remark)
 - A new location (requires a remark)
 - Remodeling only
 - Other

a. Estimated Moving Expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00



STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes _____ No _____ Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

Steen of J
Authorized Agency Signature

12-9-15 [Signature]
Date Deputy Director

FOR Director Bruce Breslow

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20121647994</u>	Exp:	<u>10/31/2016</u>	152
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 no, 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 no, 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>T32002134</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

Authorized Signature _____ Date _____

Public Works Division

ht
For Board of Examiners YES NO

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes _____ No _____ Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20121647994</u>	Exp:	<u>10/31/2016</u>	152
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 no, 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 no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
f. Office?				
g. State of Nevada Vendor number:	<u>T32002134</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

12-9-15
Date

ht
For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by:	MTA 12/3/15
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 Nevada Governor's Council on Developmental Disabilities
 4126 Technology Way
 Carson City, Nevada 89706
 Michelle Weyland 775.684.4019 fax: 775.684.4010 mweyland@dhhs.nv.gov

Remarks: This is a renewal and extension of an existing lease.

Exceptions/Special notes:

2. Name of Landlord (Lessor): Avalon Nevada Investments, LLC

3. Address of Landlord: c/o John Uhart Commercial Real Estate Services
 301 West Washington Street, Suite 1
 Carson City, Nevada 89703

4. Property contact: John Uhart
 775.884.1896 fax: 775.884.4896 jfuhart@ccim.net

5. Address of Lease property: 896 West Nye Lane, Suite 202
 Carson City, Nevada 89703

a. Square Footage: Rentable
 Usable 1,205

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$1,441.18	12	\$17,294.16	March 1, 2016 - February 28, 2017	\$1.20
\$1,498.82	12	\$17,985.84	March 1, 2017 - February 29, 2018	\$1.24
\$1,498.82	12	\$17,985.84	March 1, 2018 - February 28, 2019	\$1.24

Increase %
 ~ \$1,441.18
 ~4% \$1,498.82
 ~0% \$1,498.82

c. Total Lease Consideration: 36 \$53,265.84

d. Option to renew: Yes No 90 Renewal terms: One identical term

e. Holdover notice: # of Days required 30 Holdover terms: 5%/90

f. Term: Three (3) Years

g. Pass-thrus/CAM/Taxes Landlord Tenant

h. Utilities: Landlord Tenant

i. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see special notes)

j. Repairs: Major: Landlord Tenant Minor: Landlord Tenant

k. Comparable Market Rate: \$1.68 - \$2.03

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 3154

6. Purpose of the lease: To house the Governor's Council on Developmental Disabilities

7. This lease constitutes:

- An extension of an existing lease
- An addition to current facilities (requires a remark)
- A relocation (requires a remark)
- A new location (requires a remark)
- Remodeling only
- Other

a. Estimated Moving Expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

RECEIVED

DEC 02 2015

GOVERNOR'S FINANCE OFFICE
 BUDGET DIVISION

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes _____ No _____ Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

Ellen M. Greco _____ 11/25/15
 Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20001123053</u> ✓	Exp:	<u>12/31/2015</u> ✓	3
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 no, 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 no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
f. Office?				
g. State of Nevada Vendor number:	<u>T32002712</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

[Signature] _____ 12-1-15
 Authorized Signature Date
 Public Works Division
 II
 For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by: <i>JM</i>	12-10-15
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Nevada Department of Taxation
1550 College Parkway, Suite 115
Carson City, Nevada 89706
Rick Gimlin 775.684.2071 fax: 775.684.2020 gimlin@tax.state.nv.us

Remarks: This is a renewal of an existing lease.

Exceptions/Special notes: This Lessor had taken a 15% voluntary rent reduction in 2010 for the previous lease.

2. Name of Landlord (Lessor): Kietzke Office Complex, LLC

3. Address of Landlord: 4600 Kietzke Lane, Suite G-170
Reno, Nevada 89502

4. Property contact: Lorrie Desiderio
775.825.5311 fax: 775.825.5396 lorrie@desprop.net

5. Address of Lease property: 4600 Kietzke Lane, Suite L-235
Reno, Nevada 89502

a. Square Footage: Rentable
 Usable 7,404

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	cost per square foot
\$9,847.32 ✓	12	\$118,167.84	February 1, 2016 - January 31, 2017	\$1.33 ✓
0% \$9,847.32 ✓	12	\$118,167.84	February 1, 2017 - January 31, 2018	\$1.33 ✓
1% \$9,995.40 ✓	12	\$119,944.80	February 1, 2018 - January 31, 2019	\$1.35 ✓
0% \$9,995.40 ✓	12	\$119,944.80	February 1, 2019 - January 31, 2020	\$1.35 ✓
1% \$10,069.44 ✓	12	\$120,833.28	February 1, 2020 - January 31, 2021	\$1.36 ✓

Increase %

c. Total Lease Consideration: 60 ✓ \$597,058.56

d. Option to renew: Yes No 90 Renewal terms: One identical term

e. Holdover notice: # of Days required 30 Holdover terms: 5%/90

f. Term: Five (5) Years

g. Pass-thrus/CAM/Taxes: Landlord Tenant

h. Utilities: Landlord Tenant

i. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other (see special notes)

j. Repairs: Major: Landlord Tenant Minor: Landlord Tenant

k. Comparable Market Rate: \$2.01 - \$2.06

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 2361 ✓

6. Purpose of the lease: To house the Department of Taxation

7. This lease constitutes:

- An extension of an existing lease
- An addition to current facilities (requires a remark)
- A relocation (requires a remark)
- A new location (requires a remark)
- Remodeling only
- Other *new lease @ same location*

a. Estimated Moving Expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

RECEIVED

DEC 08 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes _____ No X Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

N/A

Rock Sh
Authorized Agency Signature

12.2.15
Date

FY 16 monthly increase is \$222.12 per month; \$1,110.60 additional rent for FY16. This is a .04% of taxation's operating budget, there should be sufficient authority to accommodate the increase.

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20071118750</u>	Exp:	<u>8/31/2016</u>	32
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 no, 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 no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States				
	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
f. Office?				
g. State of Nevada Vendor number:	<u>T27020158</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

[Signature]
Authorized Signature
Public Works Division

12.8.15
Date

||
For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Governor's Office of Economic Development
Procurement Outreach Program
808 West Nye Lane
Carson City, Nevada 89703
Steve Woodbury 775.687.9909 fax: 775.687.9924 scwoodbury@diversifynevada.com

Remarks: This relocation was negotiated to better accommodate the Procurement Outreach Program, due to the need for privacy with clients.

Exceptions/Special notes: Churchill County is exempt from obtaining a Nevada State Business License

2. Name of Landlord (Lessor): Churchill County

3. Address of Landlord: 155 North Taylor Street, Suite 153
Fallon, Nevada 89406

4. Property contact: Eleanor Lockwood, County Manager
775.423.5136 fax: 775.423.0717 countymanager@churchillcounty.org

5. Address of Lease property: 485 West B Street
Fallon, Nevada 89406

a. Square Footage: Rentable
 Usable 150

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$200.00	12	\$2,400.00	February 1, 2016 - January 31, 2017	\$1.33
c. Total Lease Consideration:		12	\$2,400.00	

d. Option to renew: Yes No 90 Renewal terms: One identical term

e. Holdover notice: # of Days required 30 Holdover terms: 5%/90

f. Term: One (1) Year

g. Pass-thrus/CAM/Taxes: Landlord Tenant

h. Utilities: Landlord Tenant

i. Janitorial: Landlord Tenant 3 day 5 day Rural 3 day Rural 5 day Other

j. Repairs: Major: Landlord Tenant Minor: Landlord Tenant

k. Comparable Market Rate: Not Available

l. Specific termination clause in lease: Breach/Default lack of funding

m. Lease will be paid for by Agency Budget Account Number: 4867

6. Purpose of the lease: To house the Procurement Outreach Program

7. This lease constitutes:

- An extension of an existing lease
- An addition to current facilities (requires a remark)
- A relocation (requires a remark)
- A new location (requires a remark)
- Remodeling only
- Other

a. Estimated Moving Expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$540.00

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DEC 08 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes No Dec Unit MCS

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

[Signature] 12/7/15
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>EXEMPT</u>	Exp:							
b. The Contractor is registered with the Nevada Secretary of State's Office as a:		LLC	<input type="checkbox"/>	INC	<input type="checkbox"/>	CORP	<input type="checkbox"/>	LLP	<input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:		<input checked="" type="checkbox"/>	YES	<input 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 no, please explain in exceptions section									
e. Does the Contractor have a current Nevada State Business License (SBL)?		<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO				
*If no, please explain in exceptions section									
Is the Legal Entity active and in good standing with the Nevada Secretary of States		<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO				
f. Office?									
g. State of Nevada Vendor number:	<u>TBD</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

[Signature] 12.8.15
Authorized Signature Date
Public Works Division

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: 15985	Amendment Number: 1
Agency Name: CONTROLLER'S OFFICE	Legal Entity Name: CGI TECHNOLOGIES AND SOLUTIONS, INC. DBA CGI
Agency Code: 060	Contractor Name: CGI TECHNOLOGIES AND SOLUTIONS, INC. DBA CGI
Appropriation Unit: 1130-10	Address: 11325 RANDOM HILLS RD
Is budget authority available?: Yes	City/State/Zip: FAIRFAX, VA 22030-6051
If "No" please explain: Not Applicable	Contact/Phone: HEIDI GREEN, VP CONSULTING SERVICES 916-830-1167
	Vendor No.: T27031473
	NV Business ID: NV19951148995

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Controller's Debt Recovery Account

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/10/2014**
 Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/08/2018**

Contract term: **3 years and 364 days**

4. Type of contract: **Contract**

Contract description: **Debt Collection**

5. Purpose of contract:

This is the first amendment to the original contract, which provides the implementation of the Advantage Collection software module for collection of debts owed to the State of Nevada; changing the developed software application from Access to a browser-based Java Virtual Machine utilizing a MySQL database; clarify certain State responsibilities under the contract; change the delivery timeline of certain Deliverables; add additional State and Vendor planning sessions; increase the number of various contract Deliverables; and add certain pre-Go Live and post-Go Live requirements. This amendment increases the maximum amount from \$1,848,000 to \$2,531,790 due to the change orders to the software module.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,848,000.00	\$0.00	\$0.00	Yes - Action
4. Amount of current amendment (#1):	\$683,790.00	\$683,790.00	\$683,790.00	Yes - Action
5. New maximum contract amount:	\$2,531,790.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

While the Debt Collection staff is doing the best they can with the tools they have, there is much room for improvement. The new module will automate our existing processes, and allow the staff to focus their time on collection efforts instead of tracking data. The new module also has tools to process debt through the Treasury Offset Program (TOP), update debtor information, implement and manage levy and garnishment processes, implement the Financial Institute Data Match process (FIDM), establish self-service case resolution (debtor payments by phone, etc.), implement enhanced private collection agency (PCA) management, and implement enhanced management and AR reporting.

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 time, knowledge, or resources to create a robust, complicated software system that would perform all of the automation and interface tasks that the CGI Advantage Collections module does.

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 #: 140706A1

Approval Date: 12/04/2015

c. Why was this contractor chosen in preference to other?

CGI Technologies and Solutions Inc. owns the Advantage financial system software that the State of Nevada uses in its Integrated Financial System. The Advantage software system is a proprietary system. Part of the implementation process will be to integrate the Advantage Collections software module into the existing Advantage system. Other debt collection software vendors would have to provide a comparable system or build an interface to the CGI Advantage System to meet our needs, thereby increasing the cost of their solution. CGI has proposed to implement the Collections module at their expense, and only be compensated when the system actually begins to generate increases of debt collection revenue to the Debt Recovery Account. We know of no other vendor willing to implement a system without advance and regularly-scheduled payments.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jsmack	11/25/2015 08:22:27 AM
Division Approval	jsmack	11/25/2015 08:22:30 AM
Department Approval	jsmack	11/25/2015 08:22:33 AM
Contract Manager Approval	hbill1	11/25/2015 08:22:48 AM
DoIT Approval	bbohms	12/01/2015 09:39:51 AM
Budget Analyst Approval	tgreenam	12/09/2015 14:16:38 PM
BOE Agenda Approval	sewart	12/17/2015 16:44:01 PM

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:	
Approval#:	140706 A ✓

Amendment 1

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency:		
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>H. Wes Bills, Management Analyst 2</i>	<i>775-684-5636</i>	<i>wbills@controller.state.nv.us</i>
	<i>James W. Smack, Chief Deputy Controller</i>	<i>775-684-5658</i>	<i>jsmack@controller.state.nv.us</i>

Vendor Information:		
1b	Identify Vendor:	<i>CGI Technologies and Solutions, Inc.</i>
	Contact Name:	<i>Heidi Green, VP Consulting Services</i>
	Address:	<i>11325 Random Hills Road, Fairfax, VA 22030</i>
	Telephone Number:	<i>916-830-1167</i>
	Email Address:	<i>heidi.green@cgi.com</i>

1c		Type of Waiver Requested – Check the appropriate type:	
Sole or Single Source:		X	
Professional Service Exemption:			

Contract Information:			
1d	Is this a new Contract?	Yes	No X
	Amendment:	# 1	
	CETS:	# 15985	

1e				Term:	
One (1) Time Purchase:	X – License is good for 30 years				
Contract: 15985	Start Date:	<i>9/10/2014</i>	End Date:	<i>9/8/2018</i>	

1f	Funding:	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	<i>Contract funded by the Debt Recovery Account, which is self-funded</i>

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:	
	<i>Amendment: \$683,790.00 ;</i>	<i>Revised Value of Contract: \$2,531,790.00 ✓</i>

2	<p>Provide a description of work/services to be performed or commodity/good to be purchased:</p> <p><i>This amendment will make adjustments to the original contract by increasing the consideration of the contract from \$1,848,000.00 to \$2,531,790.00; changing the developed NCIS software application from Microsoft Access to a browser-based Java Virtual Machine utilizing a MySQL database; clarify certain State responsibilities under the contract; change the delivery timeline of certain Deliverables; add additional State and Vendor planning sessions; increase the number of various contract Deliverables; and add certain pre-Go Live and post-Go Live requirements.</i></p>
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3	<p>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</p> <p><i>CGI Technologies and Solutions Inc. owns the Advantage financial system software that the State of Nevada uses in its Integrated Financial System. Part of the installation process will be to integrate the Advantage Collections module to the existing Advantage system.</i></p> <p><i>CGI initially proposed to implement the CGI Advantage Collections system module at their expense, and only be compensated when the system actually begins to generate increases of debt collection revenue to the Debt Recovery Account. This Amendment now includes additional contract deliverables achieved at specified milestone events such as completion of Design Documentation, software upgrades, User Acceptance Testing (UAT), and in association of the performance of "final One Month Post-Imp Support."</i></p> <p><i>All other vendors that we know of require payment in advance or at established points within the implementation project timeline, and their systems would require an interface to the CGI Advantage System. This would incur additional cost for building the interface.</i></p>
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4	<p>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</p> <p><i>CGI Technologies and Solutions Inc. owns the Advantage financial software system that the State of Nevada uses in its Integrated Financial System. The Advantage software system is a proprietary system. Other debt collection software vendors would have to provide a comparable system or build an interface to the CGI Advantage System to meet our needs, thereby increasing the cost of their solution.</i></p>
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	<p>Were alternative services or commodities evaluated? Check One. Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/></p>
5	<p>a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i></p> <p><i>The State Legislature originally authorized \$200,000.00 for debt collection system enhancements. The Controller's Office had researched various debt collection systems and process improvements, and was preparing an RFP to solicit a debt collection solution when we learned of the proposed CGI debt collection module. Through basic research into currently available debt collection systems, we discovered that \$200,000.00 could not purchase an adequate solution with the extensive tools that the proposed CGI system promised.</i></p> <p><i>During the summer of 2014, the IFC authorized up to \$1,848,000.00 for the CGI contract. The contract was subsequently approved by the BOE on 9/10/2014.</i></p> <p>b. <i>If not, why were alternatives not evaluated?</i></p>

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers must accompany this request.			Yes:	<input checked="" type="checkbox"/>	No:		
	a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>							
	<i>Term Start and End Dates</i>		<i>Value</i>	<i>Short Description</i>		<i>Type of Procurement (RFP, RFQ, Waiver)</i>		
	9/10/2014	9/8/2018	\$1,848,000	CGI Advantage Collections and Nevada Collection Information System		Waiver		
			\$					
			\$					
			\$					

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<i>If this waiver is denied, the vendor will need to complete the software application development under the existing contract. If the Controller's Office has to bid the additional work identified in this amendment, current development work on the NCIS system may be delayed by several months, application development efforts may cease, and in the worst scenario, the Debt Collection Group may need to begin using prior debt collection processes via Microsoft Excel spreadsheets. Debt collection activities may remain manual and time consuming.</i>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<i>Prior to the introduction of the CGI Advantage Collections proposal, the Controller's Office had conducted preliminary research to see what commercial products were available. Three products we looked at were eCollections by ecollections.com, Collect! Software, and Debtmaster by Comtronics Systems. Each of those systems would require extensive modification to interface to the Advantage/IFS system. These products are designed primarily for commercial and private collection agencies, not government collection efforts. The CGI solution is specifically designed for government collection processes.</i>

9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:		No:	<input checked="" type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

H. Wes Bill

Agency Representative Initiating Request

H. Wes Bills, Management Analyst 2

Print Name of Agency Representative Initiating Request

11/19/2015

Date

[Signature]

Signature of Agency Head Authorizing Request

James W. Smack, Chief Deputy Controller

Print Name of Agency Head Authorizing Request

11/19/15

Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), 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.

Signed:

[Signature]

Administrator, Purchasing Division or Designee

12-4-2015

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: **17319**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: MCCARTHY BUILDING COMPANIES, INC.
Agency Code: 082	Contractor Name: MCCARTHY BUILDING COMPANIES, INC.
Appropriation Unit: 1510-65	Address: 2340 CORPORATE CIRCLE SUITE 125
Is budget authority available?: Yes	City/State/Zip: HENDERSON, NV 89074
If "No" please explain: Not Applicable	Contact/Phone: null702/990-6707
	Vendor No.: T29016037
	NV Business ID: NV19731000534

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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	1.00 %	Fees	0.00 %
Federal Funds	0.00 %	<input checked="" type="checkbox"/> Bonds	50.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	49.00 % University system receipts

Agency Reference #: **109884**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **01/2016**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **3 years and 180 days**

4. Type of contract: **Contract**

Contract description: **Owner CMAR Const Agr**

5. Purpose of contract:

This is a new contract to provide Owner Construction Manager at Risk (CMAR) services for the Hotel College Academic Building on the University of Nevada Las Vegas campus: CIP Project No. 13-P05 and 15-C78; SPWD Contract No. 109884.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$44,190,092.00**

Other basis for payment: **Monthly progress payments based on services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

2013 (13-P05) and 2015 CIP (15-C78)

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: 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	12/08/2015 14:13:29 PM
Division Approval	dgrimm	12/08/2015 14:13:31 PM
Department Approval	dgrimm	12/08/2015 14:13:34 PM
Contract Manager Approval	dgrimm	12/08/2015 16:03:16 PM
Budget Analyst Approval	jrodrig9	12/15/2015 18:37:27 PM
BOE Agenda Approval	pnicks	12/16/2015 15:34:28 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: **17314**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: AUSENCO PSI, LLC
Agency Code: 082	Contractor Name: AUSENCO PSI, LLC
Appropriation Unit: 1565-72	Address: 1320 WILLOW PASS RD SUITE 100
Is budget authority available?: Yes	City/State/Zip: CONCORD, CA 94520-5241
If "No" please explain: Not Applicable	Contact/Phone: null925/939-4420
	Vendor No.: T27032471
	NV Business ID: NV19921050131

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 109796

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **3 years and 180 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services to upgrade door control panels at the Lovelock Correctional Center Phase 2, CIP Project No. 15-M04; SPWD Contract No. 109796.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$328,976.00**

Other basis for payment: monthly progress payments based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: 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	12/08/2015 11:50:53 AM
Division Approval	dgrimm	12/08/2015 11:50:56 AM
Department Approval	dgrimm	12/08/2015 11:50:58 AM
Contract Manager Approval	dgrimm	12/08/2015 16:03:51 PM
Budget Analyst Approval	jrodrig9	12/15/2015 18:34:43 PM
BOE Agenda Approval	pnicks	12/16/2015 15:40:48 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: **17320**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: HERSHENOW & KLIPPENSTEIN
Agency Code: 082	Contractor Name: HERSHENOW & KLIPPENSTEIN
Appropriation Unit: 1577-24	Address: ARCHITECTS INC 5485 RENO CORPORATE DR STE 100 RENO, NV 89511-2262
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511-2262
If "No" please explain: Not Applicable	Contact/Phone: null775/332-6640
	Vendor No.: T80984709
	NV Business ID: NV19941047730

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	2.00 %
Highway Funds	0.00 %	X Other funding	98.00 % Transfer in Federal Grant Revenue

Agency Reference #: 109870

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **3 years and 180 days**

4. Type of contract: **Contract**

Contract description: **Field Maintenance Sh**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services associated with the construction of a new Washoe County Armory Field Maintenance Shop: CIP Project No. 15-C79; SPWD Contract No. 109870.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$165,991.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/08/2015 15:35:32 PM
Division Approval	dgrimm	12/08/2015 15:35:34 PM
Department Approval	dgrimm	12/08/2015 16:02:33 PM
Contract Manager Approval	dgrimm	12/08/2015 16:09:41 PM
Budget Analyst Approval	jrodrig9	12/15/2015 18:43:39 PM
BOE Agenda Approval	pnicks	12/16/2015 15:26:12 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: **17315**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: ARRINGTON WATKINS ARCHITECTS, LLC
Agency Code: 082	Contractor Name: ARRINGTON WATKINS ARCHITECTS, LLC
Appropriation Unit: 1585-41	Address: 5240 N 16TH STREET SUITE 101
Is budget authority available?: Yes	City/State/Zip: PHOENIX, AZ 85016-3214
If "No" please explain: Not Applicable	Contact/Phone: null602/279-4373
	Vendor No.: T29005651
	NV Business ID: NV20041116632

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 109901

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **3 years and 180 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide a facilities master plan for the Department of Corrections: CIP Project No. 15-S04a; SPWD Contract No. 109901.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$350,000.00**

Other basis for payment: monthly progress payments based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: 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	12/08/2015 11:20:22 AM
Division Approval	dgrimm	12/08/2015 11:20:25 AM
Department Approval	dgrimm	12/08/2015 11:20:28 AM
Contract Manager Approval	dgrimm	12/08/2015 16:04:18 PM
Budget Analyst Approval	jrodrig9	12/15/2015 18:31:19 PM
BOE Agenda Approval	pnicks	12/16/2015 16:00:08 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17233** Amendment Number: **2**

Agency Name: **NDE - DEPARTMENT OF EDUCATION** Legal Entity Name: **BOARD OF REGENTS-UNR**

Agency Code: **300** Contractor Name: **BOARD OF REGENTS-UNR**

Appropriation Unit: **2712-41** Address: **UNR CONTROLLERS OFFICE
MAIL STOP 0124**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89557-0124**

If "No" please explain: **Not Applicable** Contact/Phone: **null775/784-1233**

Vendor No.: **D35000816**

NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2015**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **01/15/2016**

Contract term: **3 years and 364 days**

4. Type of contract: **Interlocal Agreement**
Contract description: **Now Is The Time Eval**

5. Purpose of contract:

This is the second amendment to the original interlocal agreement, which continues ongoing comprehensive evaluations of the Nevada Now is the Time-Project Aware grant program. This evaluation includes data collections, creation of strategic plans, measurement of progress, and focus on the overall program objectives. This amendment extends the termination date from January 15, 2016 to September 29, 2019 and increases the maximum amount from \$49,458.50 to \$678,288, due to the continued need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$49,458.50	\$0.00	\$49,458.50	Yes - Info
a. Amendment 1:	\$0.00	\$0.00	\$49,458.50	No
4. Amount of current amendment (#2):	\$628,829.50	\$628,829.50	\$628,829.50	Yes - Action
5. New maximum contract amount:	\$678,288.00			
and/or the termination date of the original contract has changed to:	09/29/2019			

II. JUSTIFICATION

7. What conditions require that this work be done?

Provisions of the grant award require evaluation of the program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

It is appropriate to have an outside evaluator of the program

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

In accordance with NRS 277.180, the Agency has contracted with the University of Nevada Reno to be the evaluator of the program as required by the grant award. The grant was written with UNR being the evaluator.

The indirect rate associated with this contract is 24%.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Education. April 14, 2015 to Sept. 30, 2015. Work was satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	mburto1	12/08/2015 12:46:06 PM
Division Approval	mburto1	12/08/2015 12:46:09 PM
Department Approval	mburto1	12/08/2015 12:46:12 PM
Contract Manager Approval	ablackwe	12/08/2015 12:48:17 PM
Budget Analyst Approval	kperondi	12/08/2015 13:27:26 PM
BOE Agenda Approval	sbrown	12/17/2015 09:40:22 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: **17261**

Agency Name: NDE - DEPARTMENT OF EDUCATION	Legal Entity Name: College Entrance Exam Board
Agency Code: 300	Contractor Name: College Entrance Exam Board
Appropriation Unit: 2712-60	Address: 250 Vesey Street
Is budget authority available?: Yes	City/State/Zip: New York, NY 10281
If "No" please explain: Not Applicable	Contact/Phone: null212-373-8716
	Vendor No.:
	NV Business ID: 20141214415

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date 01/2016

Retroactive? **Yes**

If "Yes", please explain

Each year students take the advanced placement exam in May and the grant allocation is not awarded until August. College Entrance Exam Board incurs the cost at the time of the exam and reimbursement occurs on or before December 31st of each year. The Department of Education has not had this service covered under contract until now; therefore, the contract is retroactive to pay for the testing already provided in 2015.

3. Termination Date: **06/30/2019**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **AP Exams**

5. Purpose of contract:

This is a new contract to provide ongoing advanced placement testing for low income students.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,580,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The only way that low-income students can afford to take the advanced placement (AP) testing is through the grant provided by USDOE as a pass through to College Entrance Exam Board.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There is no other organization that provides this work other than the contracted vendor.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The grant requires use of College Entrance Exam Board.

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 as a:

Non-profit Corporation

College Entrance Exam Board is currently working on reinstating their business license with the Secretary of State.

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?

No b. If "NO", please explain.

College Entrance Exam Board is currently working on reinstating their business license with the Secretary of State.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mmarti19	11/24/2015 14:34:39 PM
Division Approval	mmarti19	11/24/2015 14:34:42 PM
Department Approval	mmarti19	11/24/2015 14:34:46 PM
Contract Manager Approval	ablackwe	12/03/2015 08:21:52 AM
Budget Analyst Approval	kperondi	12/03/2015 12:41:40 PM
BOE Agenda Approval	sbrown	12/17/2015 13:51:25 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

STATE OF NEVADA

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November 16, 2015

MEMORANDUM

TO: James Wells
Clerk of the Board of Examiners
Governor's Finance Office – Budget Division

THROUGH: Susan Brown
Budget Analyst, Governor's Finance Office – Budget Division

FROM: Mindy Martini
Deputy Superintendent for Business and Support Services *mm*

SUBJECT: Request for Retroactive Contract with College Entrance Exam Board

This memorandum serves as a request for retroactive approval to July 1, 2015 on a contract with the College Entrance Exam Board for Advanced Placement (AP) testing for low-income students. This is an ongoing contract that would be retroactive every year due to the timing of Advance Placement Test Fee grant award by the US Department of Education (USDOE). We are submitting 4-year contract. Although we had this grant for over 10 years, this is the first time we have been required to write a contract. In the past, this task has been accomplished through a Letter of Agreement with the College Entrance Exam Board (CEEB).

Each year students take the AP exam in May and the grant allocation is awarded in August. The CEEB incurs the cost at the time of the exam and is aware that the reimbursement will occur on or before December 31st of each year. For School Year (SY) 2015, the cost per exam was \$91.00. The grant by USDOE mentioned above covered \$41.00 per exam. The NDE uses this pass through grant to directly reimburse CEEB for the \$41.00 provided by the grant award. There are no administrative costs associated with this grant. The CEEB gave a fee waiver per exam of \$29.00. There was a local fee waiver of \$9.00 per exam. The student's share was \$12.00.

In the past few years, the Advanced Placement Test Fee grant has been very instrumental in providing financial assistance to eligible low-income Nevada students who would not be able to afford to take these exams otherwise. In May 2015, over 9,000 AP exams were taken by low-income students in the state of Nevada, utilizing this grant.

We appreciate your consideration in this matter.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 16458	Amendment Number: 1	
Agency Name: DHHS - HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE	Legal Entity Name: Consumer Credit Counseling Service of Southern Nevada	Contractor Name: Consumer Credit Counseling Service of Southern Nevada
Agency Code: 400	Address: 2650 JONES BOULEVARD	
Appropriation Unit: 3195-18	City/State/Zip: LAS VEGAS, NV 89146-5628	
Is budget authority available?: Yes	Contact/Phone: MICHELE JOHNSON 702-364-0341	
If "No" please explain: Not Applicable	Vendor No.: T29001911B	
	NV Business ID: NV19721000540	

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %	
X Federal Funds	10.50 %	Bonds	0.00 %	
Highway Funds	0.00 %	X Other funding	89.50 %	FUNDS FOR HEALTHY NEVADA

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Information Referral**

5. Purpose of contract:

This is the first amendment to the original contract, which provides the management and operation of 2-1-1 Information and Referral Centers. This amendment increases the maximum amount from \$1,400,000 to \$1,564,702 and changes the scope of work to include the Division of Health Care Financing and Policy, to achieve accreditation through the Alliance of Information and Referral Systems, to clarify ownership of the Nevada 2-1-1 phone numbers, database and website, and to expand activities and funding related to the Balancing Incentive Program.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,400,000.00	\$0.00	\$0.00	Yes - Action
4. Amount of current amendment (#1):	\$164,702.00	\$164,702.00	\$164,702.00	Yes - Action
5. New maximum contract amount:	\$1,564,702.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 232.359 requires a system to provide nonemergency information and referrals concerning health, welfare, human and social services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency does not have the staffing or facilities to run a 24/7, 365 days a year information and referral call center.

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):

Consumer Credit Counseling Services of Southern Nevada
HELP of Southern Nevada

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The vendor scored the highest by the evaluation committee.

d. Last bid date: 12/16/2014 Anticipated re-bid date: 12/16/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor currently has a subgrant with the Department of Health and Human Services Director's Office and the work is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sjohnso9	12/04/2015 09:49:20 AM
Division Approval	sjohnso9	12/08/2015 13:26:24 PM
Department Approval	sjohnso9	12/14/2015 12:25:18 PM
Contract Manager Approval	sjohnso9	12/14/2015 12:25:23 PM
Budget Analyst Approval	nhovden	12/17/2015 16:50:25 PM
BOE Agenda Approval	nhovden	12/17/2015 16:50:47 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16302** Amendment Number: **1**

Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY** Legal Entity Name: **Board of Trustees for Fund for Hospital Care to Indigent Persons**

Agency Code: **403** Contractor Name: **Board of Trustees for Fund for Hospital Care to Indigent Persons**

Appropriation Unit: **3157-00** Address: **304 S. Minnesota Street**

Is budget authority available?: **Yes** City/State/Zip: **Carson City, NV 89701**

If "No" please explain: **Not Applicable** Contact/Phone: **null775-883-7863**

Vendor No.:

NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Intergovernmental Transfer

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2014**

Anticipated BOE meeting date: **01/2016**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2017**

Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **IAF sup payments**

5. Purpose of contract:

This is the first amendment to the original interlocal agreement, which provides ongoing access to inpatient hospital services for needy individuals in the state of Nevada. This agreement provides the non-federal share of supplemental payments to hospitals for inpatient hospital care provided to Medicaid recipients. This amendment increases the maximum amount from \$44,982,768 to \$48,482,768 due to an increase in the non-federal share of the supplemental payment.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$44,982,768.00	\$0.00	\$0.00	Yes - Action
4. Amount of current amendment (#1):	\$3,500,000.00	\$3,500,000.00	\$3,500,000.00	Yes - Action
5. New maximum contract amount:	\$48,482,768.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 428.206 the Fund for Hospital Care to Indigent Persons, Board of Trustees and the Department of Health and Human Services, Division of Health Care Financing and Policy are entering into this agreement to provide supplemental payments to hospitals for inpatient hospital care provided to Medicaid recipients.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a revenue contract.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one or more public agencies to contract with another public agency to perform governmental functions

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 contractor has been engaged under contract with DHCFP and 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:

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	aree2	11/17/2015 12:21:14 PM
Division Approval	trooker	11/19/2015 09:04:14 AM
Department Approval	ecreceli	11/25/2015 10:58:24 AM
Contract Manager Approval	aree2	12/04/2015 09:51:01 AM
Budget Analyst Approval	drey nol2	12/10/2015 15:19:23 PM
BOE Agenda Approval	nhovden	12/10/2015 16:57:54 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 14275	Amendment Number: 4
Agency Name: HEALTH CARE FINANCING & POLICY	Legal Entity Name: MYERS & STAUFFER LC
Agency Code: 403	Contractor Name: MYERS & STAUFFER LC
Appropriation Unit: 3158-04	Address: 4400 Cox Road Suite 110
Is budget authority available?: Yes	City/State/Zip: Glen Allen, VA 23060
If "No" please explain: Not Applicable	Contact/Phone: Sheryl Pannell 804-270-2200
	Vendor No.: T81098965A
	NV Business ID: NV20001070243

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

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 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **Audit**

5. Purpose of contract:

This is the fourth amendment to the original contract, which provides services to audit Managed Care Organizations, Patient Trust funds and Cost Reports of Nursing Facilities. This amendment adds language to the scope of work for the Certified Behavioral Health Clinic Planning grant in the amount of \$600,000 for vendor's support to provide assistance with designing, developing and incorporating a value-based purchasing reimbursement approach, adds \$290,000 for the Substance Abuse Prevention & Treatment Agency grant for a substance abuse rate setting project, and adds the Division of Public and Behavioral Health as party to the contract. This amendment increases the maximum amount from \$7,515,107 to \$8,405,107 due to an increase in the scope of work.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$5,257,105.00	\$0.00	\$0.00	Yes - Action
a. Amendment 1:	\$302,352.00	\$302,352.00	\$302,352.00	Yes - Action
b. Amendment 2:	\$467,284.00	\$467,284.00	\$467,284.00	Yes - Action
c. Amendment 3:	\$1,488,366.00	\$1,488,366.00	\$1,488,366.00	Yes - Action
4. Amount of current amendment (#4):	\$890,000.00	\$890,000.00	\$890,000.00	Yes - Action
5. New maximum contract amount:	\$8,405,107.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal and State mandates require specific audits and rate settings be conducted for hospitals being paid Medicaid funds.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the resources or expertise to perform this work.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Exempt per NAC333.150 2. (5)

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 in contract with the Division and service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	aree2	11/30/2015 14:02:52 PM
Division Approval	trooker	12/10/2015 08:51:40 AM
Department Approval	ecreceli	12/10/2015 09:18:58 AM
Contract Manager Approval	aree2	12/11/2015 15:03:08 PM
Budget Analyst Approval	drey nol2	12/15/2015 15:03:26 PM
BOE Agenda Approval	nhovden	12/16/2015 14:50:52 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 14226	Amendment Number: 8	
	Legal Entity Name: Amerigroup Nevada, Inc.	
Agency Name: HEALTH CARE FINANCING & POLICY	Contractor Name: Amerigroup Nevada, Inc.	
Agency Code: 403	Address: 7251 West Lake Mead Blvd. Suite 104	
Appropriation Unit: 3243-12	City/State/Zip: Las Vegas, NV 89128	
Is budget authority available?: Yes	Contact/Phone: null702-228-1308	
If "No" please explain: Not Applicable	Vendor No.:	
	NV Business ID: NV20051537996	

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	40.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	60.00 %	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 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **Contract**
Contract description: **Managed Care**

5. Purpose of contract:

This is the eighth amendment to the original contract, which provides ongoing managed care services for Medicaid and Nevada Check Up recipients. This amendment increases the maximum amount from \$1,464,429,904 to \$2,238,347,961 due to caseload growth and benefit changes.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,464,429,904.00	\$0.00	\$0.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
b. Amendment 2:	\$0.00	\$0.00	\$0.00	No
c. Amendment 3:	\$0.00	\$0.00	\$0.00	No
d. Amendment 4:	\$0.00	\$0.00	\$0.00	No
e. Amendment 5:	\$0.00	\$0.00	\$0.00	No
f. Amendment 6:	\$0.00	\$0.00	\$0.00	No
g. Amendment 7:	\$0.00	\$0.00	\$0.00	No
4. Amount of current amendment (#8):	\$773,918,057.00	\$773,918,057.00	\$773,918,057.00	Yes - Action
5. New maximum contract amount:	\$2,238,347,961.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Managed care services are an effective cost containment strategy to provide health care services approved by CMS

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have resources available to provide these services

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

It is required by Statute to maintain two vendor contracts for these services. Due to the termination of one vendor contract, it was determined to be in the State's best interest to enter into negotiations with the next highest scoring vendor from the original solicitation.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor has been engaged under contract by DHCFP for several years and the service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	12/01/2015 12:17:53 PM
Division Approval	trooker	12/08/2015 09:43:53 AM
Department Approval	ecreceli	12/10/2015 09:47:27 AM
Contract Manager Approval	aree2	12/10/2015 11:36:15 AM
Budget Analyst Approval	drey nol2	12/14/2015 14:00:35 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16409**

Agency Name: DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name: CHURCHILL COUNTY
Agency Code: 403	Contractor Name: CHURCHILL COUNTY
Appropriation Unit: 3243-00	Address: CHURCHILL COUNTY SOCIAL SVCS 485 W B ST STE 105
Is budget authority available?: Yes	City/State/Zip: FALLON, NV 89406
If "No" please explain: Not Applicable	Contact/Phone: null775/423-6695
	Vendor No.: T81032440A
	NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % County provides non-federal share

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date **08/2015**

Retroactive? **Yes**

If "Yes", please explain

This contract requires a retroactive start date due to negotiations between the Counties and the State.

3. Termination Date: **06/30/2017**

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **County Match**

5. Purpose of contract:

This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$480,990.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 428.010 counties are required to provide care, support, and relief to the poor, indigent, incompetent, and incapacitated persons who lawfully reside in the county and are not supported by other means. The county match program provides fiscal relief to the counties for indigent long-term care costs for these individuals.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees operate the county match program. DHCFP pays providers and the counties reimburse the State for the non-federal share.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one ore more public agency to contract with another public agency to perform governmental functions.

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 contractor has been engaged under contract with DHCFP for several years. Service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	aree2	11/23/2015 14:14:31 PM
Division Approval	trooker	11/24/2015 15:42:15 PM
Department Approval	ecreceli	12/01/2015 16:08:54 PM
Contract Manager Approval	aree2	12/04/2015 09:56:12 AM
Budget Analyst Approval	dreynol2	12/10/2015 15:27:07 PM
BOE Agenda Approval	nhovden	12/10/2015 16:59:15 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

Richard Whitley
Director

Marta Jensen
Acting Administrator

MEMORANDUM

Date: November 23, 2015
TO: Debi Reynolds, Budget Analyst IV
FROM: Ambra Reed, Certified Contract Manager DHCFP
RE: Churchill County Match

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2015. The contract requires a retroactive start date to allow the State to collect revenue from Churchill County for the non-federal share of medical care of indigent persons. This contract was delayed due to negotiations between the Counties and the State.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 14225	Amendment Number: 8
Agency Name: HEALTH CARE FINANCING & POLICY	Legal Entity Name: HEALTH PLAN OF NEVADA, INC.
Agency Code: 403	Contractor Name: HEALTH PLAN OF NEVADA, INC.
Appropriation Unit: 3243-12	Address: 2720 N TENAYA WAY
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89128-0424
If "No" please explain: Not Applicable	Contact/Phone: null702/242-7779
	Vendor No.: T80601000
	NV Business ID: NV19841007076

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	40.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	60.00 %	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 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **Contract**
Contract description: **Managed Care**

5. Purpose of contract:

This is the eighth amendment to the original contract, which provides ongoing managed care services for Medicaid and Nevada Check Up recipients. This amendment increases the maximum amount from \$1,586,465,729 to \$2,627,429,276 due to caseload growth and benefit changes.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,586,465,729.00	\$0.00	\$0.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
b. Amendment 2:	\$0.00	\$0.00	\$0.00	No
c. Amendment 3:	\$0.00	\$0.00	\$0.00	No
d. Amendment 4:	\$0.00	\$0.00	\$0.00	No
e. Amendment 5:	\$0.00	\$0.00	\$0.00	No
f. Amendment 6:	\$0.00	\$0.00	\$0.00	No
g. Amendment 7:	\$0.00	\$0.00	\$0.00	No
4. Amount of current amendment (#8):	\$1,040,963,547.00	\$1,040,963,547.00	\$1,040,963,547.00	Yes - Action
5. New maximum contract amount:	\$2,627,429,276.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Managed care services are an effective cost containment strategy to provide health care services approved by CMS.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have resources available to provide these services.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

It is required by Statute to maintain two vendor contracts for these services. Due to the termination of one vendor contract, it was determined to be in the State's best interest to enter into negotiations with the next highest scoring vendor from the original solicitation.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor has been engaged under contract by DHCFP for several years and the service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	12/01/2015 12:32:18 PM
Division Approval	trooker	12/08/2015 09:48:40 AM
Department Approval	ecreceli	12/10/2015 09:48:06 AM
Contract Manager Approval	aree2	12/10/2015 11:36:44 AM
Budget Analyst Approval	drey nol2	12/15/2015 15:11:03 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: **16427**

Agency Name:	DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name:	HUMBOLDT COUNTY
Agency Code:	403	Contractor Name:	HUMBOLDT COUNTY
Appropriation Unit:	3243-00	Address:	801 FAIRGROUNDS RD
Is budget authority available?:	Yes	City/State/Zip:	WINNEMUCCA, NV 89445
If "No" please explain:	Not Applicable	Contact/Phone:	null7756236343
		Vendor No.:	T81012682
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % County provides non-federal share

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date 08/2015

Retroactive? **Yes**

If "Yes", please explain

This contract requires a retroactive start date due to negotiations between the Counties and the State.

3. Termination Date: **06/30/2017**

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **County Match**

5. Purpose of contract:

This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$807,549.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 428.010 counties are required to provide care, support, and relief to the poor, indigent, incompetent, and incapacitated persons who lawfully reside in the county and are not supported by other means. The county match program provides fiscal relief to the counties for indigent long-term care costs for these individuals.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees operate the county match program. DHCFP pays providers and the counties reimburse the State for the non-federal share.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one ore more public agency to contract with another public agency to perform governmental functions.

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 contractor has been engaged under contract with DHC FP for several years. Service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	aree2	11/23/2015 14:31:10 PM
Division Approval	trooker	11/24/2015 15:41:21 PM
Department Approval	ecreceli	12/01/2015 16:13:20 PM
Contract Manager Approval	aree2	12/04/2015 09:55:45 AM
Budget Analyst Approval	drey nol2	12/10/2015 16:06:29 PM
BOE Agenda Approval	nhovden	12/10/2015 16:21:32 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

Richard Whitley
Director

Marta Jensen
Acting Administrator

MEMORANDUM

Date: November 23, 2015
TO: Debi Reynolds, Budget Analyst IV
FROM: Ambra Reed, Certified Contract Manager DHCFP
RE: Humboldt County Match

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2015. The contract requires a retroactive start date to allow the State to collect revenue from Humboldt County for the non-federal share of medical care of indigent persons. This contract was delayed due to negotiations between the Counties and the State.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **17283**

Agency Name:	DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name:	Medical Transportation Management, Inc.
Agency Code:	403	Contractor Name:	Medical Transportation Management, Inc.
Appropriation Unit:	3243 - All Categories	Address:	16 Hawk Ridge Drive
Is budget authority available?:	Yes	City/State/Zip	Lake St. Louis, MO 63367
If "No" please explain:	Not Applicable	Contact/Phone:	null636-695-5536
		Vendor No.:	
		NV Business ID:	NV20071167070
To what State Fiscal Year(s) will the contract be charged?	2017-2018		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	35.10 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	64.90 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP #3207

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2018**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Non-Emergency Transp**

5. Purpose of contract:

This is a new contract to provide non-emergency transportation brokerage services throughout the state of Nevada. These services will include coordination, management, and reimbursement of non-emergency transportation services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$26,809,237.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency needs a vendor to provide certain levels of scheduled emergency transportation. The Title XIX of the Social Security Act and accompanying regulations require that states cover medical care, services and fulfill administrative requirements necessary to operate the Medicaid program efficiently. The transportation services ensure that individuals can get to and from needed care.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the resources or expertise to provide these services.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

Total Transit
Logisticare
Access2Care

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3207 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: 08/01/2015 Anticipated re-bid date: 08/01/2019

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	aree2	11/24/2015 10:31:10 AM
Division Approval	trooker	11/24/2015 15:31:12 PM
Department Approval	ecreceli	12/01/2015 16:25:32 PM
Contract Manager Approval	aree2	12/04/2015 09:29:33 AM
Budget Analyst Approval	drey nol2	12/08/2015 15:16:55 PM
BOE Agenda Approval	nhovden	12/09/2015 14:31:05 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17306**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	Board of Regents-University of Nevada School of Medicine
Agency Code:	406	Contractor Name:	Board of Regents-University of Nevada School of Medicine
Appropriation Unit:	3161-11	Address:	Pennington Medical Building M/S1332
Is budget authority available?:	Yes	City/State/Zip:	Reno, NV 89557
If "No" please explain:	Not Applicable	Contact/Phone:	Gail Smith 775-784-6003
		Vendor No.:	D35000816
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C15355

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date 01/2016

Retroactive? **Yes**

If "Yes", please explain

Several months of difficult and ongoing negotiations with the School of Medicine necessitated the need for a retroactive start date for this contract. Due to a shortage of psychiatric staffing, it was imperative that psychiatric residency services to the Southern Nevada Adult Mental Health Services Rawson Neal Psychiatric Hospital and its consumers continue uninterrupted.

3. Termination Date: **06/30/2017**

Contract term: **2 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **residency services**

5. Purpose of contract:

This is a new contract that continues ongoing postgraduate psychiatric residency services and training for University School of Medicine residents.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,184,651.33**

Other basis for payment: As invoiced by the university and approved by the agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 277.180, the Division is authorized to contract with other governmental agencies for the provision of services. Psychiatric residency services provide valuable training for residents and clinical psychiatric services to consumers at the agency's facilities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Services provided by psychiatric residents also provide training for medical school postgraduates by current medical staff at the agency as well as assist in delivering necessary mental health services to consumers.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

In accordance with NRS 277.180, the agency has contracted with the University Medical School to provide postgraduate psychiatric residents with training and assist in the delivery of behavioral health services to consumers.

There are no indirect rates associated with this contract.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor has provided psychiatric residents for training and delivery of services to mental health consumers at the agency. Vendor performance has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	12/15/2015 11:12:08 AM
Division Approval	rmorse	12/15/2015 11:12:11 AM
Department Approval	ecreceli	12/15/2015 17:03:27 PM
Contract Manager Approval	rfine	12/16/2015 12:28:55 PM
Budget Analyst Approval	nhovden	12/17/2015 17:19:17 PM
BOE Agenda Approval	nhovden	12/17/2015 17:19:21 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

STATE OF NEVADA

CODY L. PHINNEY, MPH
Administrator

RICHARD WHITLEY, MS
Director



TRACEY D. GREEN, MD
Chief Medical Officer


DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH


4150 Technology Way, Suite 300
Carson City, NV 89706
Telephone: (775) 684-4200 · Fax: (775) 684-4211

December 4, 2015

MEMORANDUM

TO: Katrina Neilsen
Budget Analyst
Budget Division

THROUGH: Mark Winebarger 
Administrative Services Officer IV
Division of Public and Behavioral Health

FROM: Ellen Richardson-Adams 
Clinical Program Manager III
Southern Nevada Adult Mental Health Services

SUBJECT: REQUEST FOR RETROACTIVE START DATE OF CONTRACT C15355 (CETS #17306)

The purpose of this interlocal agreement is to continue psychiatric services to the Southern Nevada Adult Mental Services. This unique program assists in providing training to residents and enables certain services to be performed on 24-hour basis.

We therefore request that this contract be accepted with a retroactive start date of July 1, 2015. Several months of unexpected and lengthy negotiations with the School of Medicine has necessitated the need for a retroactive start date. Due to a current shortage of psychiatric staffing, it was imperative that psychiatric residency training, and 24-hour services to the Rawson Neal Psychiatric Hospital and its consumers continue uninterrupted.

Thank you for your consideration in this matter.

CC: Rick Morse, Management Analyst II
Division of Public and Behavioral Health

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **17307**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	Board of Regents-University of Nevada School of Medicine
Agency Code:	406	Contractor Name:	Board of Regents-University of Nevada School of Medicine
Appropriation Unit:	3161-08	Address:	Pennington Medical Building M/S1332
Is budget authority available?:	Yes	City/State/Zip:	Reno, NV 89557
If "No" please explain:	Not Applicable	Contact/Phone:	Gail Smith 775-784-6003
		Vendor No.:	D35000816
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	2016-2017		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C15354

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date 01/2016

Retroactive? **Yes**

If "Yes", please explain

Several months of difficult and ongoing negotiations with the School of Medicine necessitated the need for a retroactive start date for this contract. Due to a shortage of psychiatric staffing, current staff are spread very thin covering inpatient, patient observation unit and medication clinics. This program assists in providing training while enabling services to be performed on a 24 hour, 7 day a week basis. Services were provided uninterrupted to ensure continuity of care.

3. Termination Date: **06/30/2017**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **after hours services**

5. Purpose of contract:

This is a new contract that continues ongoing psychiatric services outside regular operating hours. This contract provides a training program for residents and enables services such as on-call, patient observation unit, high risk rounds and psychiatric evaluations to be performed on a 24/7/365 basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$600,000.00**

Other basis for payment: As invoiced by the University and approved by the agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency operates outpatient/inpatient programs requiring the services of psychiatrists. Pursuant to NRS 433.344 and NRS 436.123, when vacancies occur in the medical staff, contract psychiatrists are needed for adequate coverage.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Staff psychiatrists typically perform these functions. When vacancies occur, adequate coverage is required by the Joint Commission and CMS. In addition, the function provides valuable training experience to medical school residents.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

In accordance with NRS 277.180 the agency is authorized to contract with other governmental entities for the provision of services.

There are no indirect rates associated with this contract.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor has provided psychiatric residents for delivery of services to mental health consumers at the agency. Vendor performance has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	12/14/2015 13:39:14 PM
Division Approval	alaw1	12/14/2015 13:39:17 PM
Department Approval	sjohnso9	12/16/2015 08:52:35 AM
Contract Manager Approval	rfine	12/16/2015 12:29:31 PM
Budget Analyst Approval	nhovden	12/17/2015 17:27:35 PM
BOE Agenda Approval	nhovden	12/17/2015 17:27:44 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

STATE OF NEVADA

CODY L. PHINNEY, MPH
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Chief Medical Officer

*DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH*


4150 Technology Way, Suite 300
Carson City, NV 89706


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

December 4, 2015

MEMORANDUM

TO: Katrina Neilsen
*Budget Analyst
Budget Division*

THROUGH: Mark Winebarger 
*Administrative Services Officer IV
Division of Public and Behavioral Health*

FROM: Ellen Richardson-Adams 
*Outpatient Administrator
Southern Nevada Adult Mental Health Services*

SUBJECT: REQUEST FOR RETROACTIVE START DATE OF CONTRACT C15354 – (CETS #17307)

The purpose of this interlocal agreement is to continue psychiatric services outside regular operating hours to the Southern Nevada Adult Mental Services. This unique program assists in providing training to residents and enables certain services to be performed on 24-hour basis.

We therefore request that this contract be accepted with a retroactive start date of July 1, 2015. Several months of unexpected and lengthy negotiations with the School of Medicine has necessitated the need for a retroactive start date. Due to a current shortage of psychiatric staffing, it was imperative that psychiatric residency training, and 24-hour services to the Rawson Neal Psychiatric Hospital and its consumers continue uninterrupted.

Thank you for your consideration in this matter.

CC: Rick Morse, Management Analyst II
Division of Public and Behavioral Health

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: **14338** Amendment Number: **2**

Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH** Legal Entity Name: **WELL CARE PHARMACY I, LLC**

Agency Code: **406** Contractor Name: **WELL CARE PHARMACY I, LLC**

Appropriation Unit: **3161-40** Address: **WELL CARE I SERIES A
4101 WAGON TRAIL AVE**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89118-4426**

If "No" please explain: **Not Applicable** Contact/Phone: **Marce Casal 702/576-9545**

Vendor No.: **T29034019**

NV Business ID: **NV20111779012**

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **408**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/11/2013**

Anticipated BOE meeting date **02/2016**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **4 years and 20 days**

4. Type of contract: **Contract**

Contract description: **Pharmacy Delivery**

5. Purpose of contract:

This is the second amendment to the original contract, which continues ongoing injectable psychiatric medication delivery services to the urban clinics to cover the costs of co-pays and deductibles for those patients carrying private insurance. This amendment increases the maximum amount from \$49,200 to \$180,000 due to an increase in prescribing these new medications due to their efficacy and an increase in the number of patients carrying private insurance.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$49,200.00	\$0.00	\$49,200.00	Yes - Info
a. Amendment 1:	\$0.00	\$0.00	\$49,200.00	No
4. Amount of current amendment (#2):	\$130,800.00	\$130,800.00	\$130,800.00	Yes - Action
5. New maximum contract amount:	\$180,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The State Board of Pharmacy has informed the agency that licensed pharmacy professionals should be the only individuals transporting medications thus requiring the agency to seek deliverable products.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency does not have the FTEs available to perform these duties.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The vendor was chosen through scoring process in an informal solicitation by an Evaluation Committee. WellCare Pharmacy achieved the best score based on established scoring criteria and presented the best value for State of Nevada funds.

d. Last bid date: 02/05/2013 Anticipated re-bid date: 02/01/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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 vendor has been contracted with Southern Nevada Adult Mental Health Services since June 2013 and services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	alaw1	12/11/2015 13:02:32 PM
Division Approval	alaw1	12/11/2015 13:02:35 PM
Department Approval	ecreceli	12/15/2015 09:35:14 AM
Contract Manager Approval	rfine	12/15/2015 10:45:53 AM
Budget Analyst Approval	nhovden	12/21/2015 12:58:46 PM
BOE Agenda Approval	nhovden	12/21/2015 12:58:50 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: 10847 Agency Name: HEALTH DIVISION Agency Code: 406 Appropriation Unit: 3214-08 Is budget authority available?: Yes If "No" please explain: Not Applicable To what State Fiscal Year(s) will the contract be charged? 2011-2018 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">General Funds</td> <td style="width: 10%;">0.00 %</td> <td style="width: 30%;">Fees</td> <td style="width: 10%;">0.00 %</td> </tr> <tr> <td>X Federal Funds</td> <td>100.00 %</td> <td>Bonds</td> <td>0.00 %</td> </tr> <tr> <td>Highway Funds</td> <td>0.00 %</td> <td>Other funding</td> <td>0.00 %</td> </tr> </table> Agency Reference #: HD 10164	General Funds	0.00 %	Fees	0.00 %	X Federal Funds	100.00 %	Bonds	0.00 %	Highway Funds	0.00 %	Other funding	0.00 %	Amendment Number: 1 Legal Entity Name: Fidelity Information Services, LLC Contractor Name: Fidelity Information Services, LLC Address: 11000 W. Lake Park Drive City/State/Zip: Milwaukee, WI 53224 Contact/Phone: Brian Dugan 414-477-8989 Vendor No.: Pending NV Business ID: NV19981232693
General Funds	0.00 %	Fees	0.00 %										
X Federal Funds	100.00 %	Bonds	0.00 %										
Highway Funds	0.00 %	Other funding	0.00 %										

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**
 Anticipated BOE meeting date 01/2016

Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2018**
 Contract term: **8 years and 1 day**

4. Type of contract: **Contract**
 Contract description: **Electronic Benefits**

5. Purpose of contract:
This is the first amendment to the original contract, which provides new electronic benefit transfer processing for Women, Infants and Children eligible clients. This amendment reassigns obligation from JP Morgan Electronic Financial Services, Inc. to Fidelity Information Services, LLC. The authorization will transfer upon approval, but the services transfer will occur after successful conversion of all applicable data on or before July 31, 2016.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$12,000,000.00	\$0.00	\$0.00	Yes - Action
4. Amount of current amendment (#1):	\$0.00	\$0.00	\$0.00	Exception
5. New maximum contract amount:	\$12,000,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?
WIC clients must use EBT cards, and the contractor provides the processing of those transactions.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
The State does not have the capability to perform this function.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The State joined with the Western States EBT Alliance (WSEA), an organization recognized by purchasing, to submit an RFP for processing of WSEA member state EBT transactions. JP Morgan was chosen by the WSEA. The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 03/10/2009 Anticipated re-bid date: 03/10/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	12/02/2015 09:39:54 AM
Division Approval	rmorse	12/02/2015 09:39:59 AM
Department Approval	ecreceli	12/05/2015 14:22:37 PM
Contract Manager Approval	rmorse	12/07/2015 10:19:22 AM
Budget Analyst Approval	sewart	12/23/2015 14:40:56 PM
BOE Agenda Approval	sewart	12/23/2015 14:41:04 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: **13439** Amendment Number: **14**
 Agency Name: **WELFARE AND SUPPORT SERVICES** Legal Entity Name: **DELOITTE CONSULTING, LLP**
 Agency Code: **407** Contractor Name: **DELOITTE CONSULTING, LLP**
 Appropriation Unit: **3228-50** Address: **4022 SELLS DR**
 Is budget authority available?: **No** City/State/Zip: **HERMITAGE, TN 37076-2903**
 If "No" please explain: Funding is pending IFC approval of Work Program #C34553. Contact/Phone: null615/882-7158
 Vendor No.: T27024237
 NV Business ID: NV20081436471
 To what State Fiscal Year(s) will the contract be charged? **2013-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	4.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	96.00 %	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 **07/01/2012**
 Anticipated BOE meeting date 01/2016
 Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2016**
 Contract term: **4 years and 92 days**

4. Type of contract: **Contract**
 Contract description: **HCR - Elig. Engine**

5. Purpose of contract:
This is the fourteenth amendment to the original contract, which continues development and implementation of the Health Care Reform Eligibility Engine that is a business rules engine to store all of the eligibility rules for the State of Nevada's publicly-subsidized health coverage programs in one place accessible to individuals shopping for health coverage from multiple entry points as mandated by the Affordable Care Act of 2010. This amendment increases the maximum amount from \$53,436,907.35 to \$54,086,907.35, revises Attachment AA - Deliverable Payment Schedule, and incorporates Change Order 76.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$24,761,639.35	\$0.00	\$0.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
b. Amendment 2:	\$0.00	\$0.00	\$0.00	No
c. Amendment 3:	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	Yes - Action
d. Amendment 4:	\$0.00	\$0.00	\$0.00	No
e. Amendment 5:	\$0.00	\$0.00	\$0.00	No
f. Amendment 6:	\$0.00	\$0.00	\$0.00	No
g. Amendment 7:	\$2,492,728.00	\$2,492,728.00	\$2,492,728.00	Yes - Action
h. Amendment 8:	\$0.00	\$0.00	\$0.00	No

i. Amendment 9:	\$16,477,900.00	\$16,477,900.00	\$16,477,900.00	Yes - Action
j. Amendment 10:	\$656,800.00	\$656,800.00	\$656,800.00	Yes - Action
k. Amendment 11:	\$8,000,000.00	\$8,000,000.00	\$8,000,000.00	Yes - Action
l. Amendment 12:	\$0.00	\$0.00	\$0.00	No
m. Amendment 13:	\$47,840.00	\$47,840.00	\$47,840.00	Yes - Info
4. Amount of current amendment (#14):	\$650,000.00	\$650,000.00	\$650,000.00	Yes - Action
5. New maximum contract amount:	\$54,086,907.35			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Patient Protection and Affordable Care Act of 2010 (ACA) was signed into law. The Health Care Reform law mandates the creation of Health Benefit Exchanges that will allow consumers to access and evaluate plans from commercial insurers and to apply for health subsidy programs such as Medicaid and Children's Health Insurance Program (CHIP). Integrating the eligibility determination and enrollment processes for publicly-subsidized health coverage programs and providing seamless coordination between the Health Benefit Exchange, Medicaid and CHIP will be critical to providing a "one-stop shop" to coverage. The intent of the law is to allow an individual to supply a limited amount of information that can be used to determine whether he/she is eligible for coverage under any of the publicly-subsidized health coverage programs available in the State.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the resources or expertise to provide this service.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

Deloitte Consulting
IBM
Oracle
Unisys

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Vendor was chosen based on a weighted average of evaluation criteria as determined by an evaluation committee of five (5).

d. Last bid date: 12/20/2011 Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor is currently under contract with DWSS and providing satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	12/09/2015 16:58:43 PM
Division Approval	tdufresn	12/11/2015 15:13:18 PM
Department Approval	ecreceli	12/14/2015 08:49:42 AM
Contract Manager Approval	sjon23	12/14/2015 14:24:58 PM
DoIT Approval	bbohms	12/15/2015 13:42:33 PM
Budget Analyst Approval	nhovden	12/17/2015 14:47:16 PM
BOE Agenda Approval	nhovden	12/17/2015 14:47:54 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17295**

Agency Name: DHHS - WELFARE AND SUPPORTIVE SERVICES	Legal Entity Name: Fidelity Information Services, LLC
Agency Code: 407	Contractor Name: Fidelity Information Services, LLC
Appropriation Unit: 3228-12	Address: 11000 W. Lake Park DRive
Is budget authority available?: Yes	City/State/Zip: Milwaukee, WI 53224
If "No" please explain: Not Applicable	Contact/Phone: Brian Dugan 414-477-8989
	Vendor No.:
	NV Business ID: NV19981232693

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	47.50 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	52.50 %	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 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **2 years and 180 days**

4. Type of contract: **Contract**

Contract description: **EBT Services**

5. Purpose of contract:

This is new contract that is a partial assignment of contract number 10451 from JP Morgan Electronic Financial services (JP Morgan) to Fidelity Information Services, LLC. This assignment only transfers the electronic benefits services effective upon successful conversion, which is anticipated to be on or before July 31, 2016. Child Support debit card services will remain with JP Morgan.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,668,692.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Supplemental Nutrition Assistance Program requires EBT services to Welfare clients who meet the requirements for assistance.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the resources or expertise to perform this type of work.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is a partial assignment of the current EBT and debit card services contract from JP Morgan to FIS.

d. Last bid date: Anticipated re-bid date: 07/03/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	12/03/2015 14:24:21 PM
Division Approval	msmit5	12/04/2015 09:54:50 AM
Department Approval	ecreceli	12/05/2015 14:48:12 PM
Contract Manager Approval	sjon23	12/07/2015 13:12:44 PM
Budget Analyst Approval	nhovden	12/21/2015 13:44:18 PM
BOE Agenda Approval	nhovden	12/21/2015 13:44:24 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17239**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	CHURCHILL COUNTY
Agency Code:	409	Contractor Name:	CHURCHILL COUNTY
Appropriation Unit:	3229-00	Address:	155 N TAYLOR ST STE 110
Is budget authority available?:	Yes	City/State/Zip:	FALLON, NV 89406
If "No" please explain:	Not Applicable	Contact/Phone:	null775-423-6028
		Vendor No.:	T81032440
		NV Business ID:	GOVERNMENT

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % ASSESSMENTS

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date 01/2016

Retroactive? **Yes**

If "Yes", please explain

This intrastate interlocal agreement is retroactive due to the need for Legislative approval before the determination of the assessment amounts for each fiscal year. This agreement needed to be approved by the County Chair which met in October 2015.

3. Termination Date: **06/30/2017**

Contract term: **2 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **CPS Assessment**

5. Purpose of contract:

This is a new interlocal revenue agreement that continues ongoing child protective services pursuant to NRS 432B.326.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$573,670.00**

Other basis for payment: \$282,922.00 for FY16; \$290,748.00 for FY17

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a revenue contract pursuant to NRS 432B.236

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a revenue contract pursuant to NRS 432B.236

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?

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

Churchill County

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:

DCFS - Service is satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	myoun3	11/04/2015 14:51:09 PM
Division Approval	pcolegro	11/12/2015 16:06:49 PM
Department Approval	ecreceli	11/13/2015 09:01:12 AM
Contract Manager Approval	pcolegro	11/13/2015 12:35:20 PM
Budget Analyst Approval	dreynd2	11/25/2015 11:35:22 AM
BOE Agenda Approval	nhovden	12/01/2015 09:47:46 AM
BOE Final Approval	Pending	



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
4126 Technology Way - 3rd Floor
Carson City, Nevada 89706
(775) 684-4400

MEMORANDUM

TO: Jim Wells, Director
Department of Administration

THROUGH: Danette Kluever, Acting Administrator
Division of Child and Family Services *D Kluever*

FROM: Jill Marano, Deputy Administrator
Division of Child and Family Services *JM*

DATE: August 5, 2015

SUBJECT: Retroactive Contract –Churchill County

A retroactive effective date of July 1, 2015, is requested for the Contract between the Division of Child and Family Services (DCFS) and Churchill County in order to issue an assessment for child protective services to the County pursuant to NRS 432B.3262.

This intralocal contract is retroactive due to the need for Legislative progress before determination of the correct assessment amount to add to the contract and the subsequent need for the County Board of Commissioners to review and approve the contract.

Thank you for your consideration of this request. If you have any questions, please do not hesitate to contact me at (702) 486-0889.

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: **17292**

Agency Name: DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name: Netsmart Technologies, Inc.
Agency Code: 409	Contractor Name: Netsmart Technologies, Inc.
Appropriation Unit: 3281-20	Address: PO Box 823519
Is budget authority available?: Yes	City/State/Zip: Philadelphia, PA 19182-3519
If "No" please explain: Not Applicable	Contact/Phone: null863-701-4707
	Vendor No.: PUR0003686
	NV Business ID: NV20101021052

To what State Fiscal Year(s) will the contract be charged? **2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Funds for Healthy Nevada

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2015**

Anticipated BOE meeting date 01/2016

Retroactive? **Yes**

If "Yes", please explain

Netsmart is willing to start the necessary upgrades on December 1, 2015 to bring the application back into warranty and to avoid disaster recovery and emergency costs should the application fail unexpectedly. This upgrade will include a hosted environment to include hardware, software, data storage, backup and recovery. The move to the hosted environment will allow Netsmart to maintain the application without relying on the Division to budget for the changes separately.

3. Termination Date: **02/28/2016**

Contract term: **89 days**

4. Type of contract: **Contract**

Contract description: **Avatar Upgrade**

5. Purpose of contract:

This is a new contract that continues ongoing support and upgrades to the myAvatar case management and billing application for children's mental health. This upgrade will include hosting, hardware, software, data backup and recovery. The application will also include point of service/batch scanning for capturing critical content and documents into electronic health records.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$105,675.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Hosting provides greater support capabilities for the application along with eliminating the need for future hardware purchases. Our current hardware is out of warranty and is currently stored in a room that is not sufficient. The scanning functionality for the application will allow the capture of greater amounts of electronic data as well as improve efficiencies in billing.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The professional services needed to implement both scanning and hosting require work by the vendor to ensure a smooth transition.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

[Empty text box]

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 151002

Approval Date: 10/15/2015

c. Why was this contractor chosen in preference to other?

[Empty text box]

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes If "Yes", please explain

Nevada Division of Public and Behavioral Health, Washoe County, behavioral and public health agencies in Oklahoma, Oregon, South Carolina, North Carolina, New York, California, Hawaii and others.

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 for DCFS and Division of Public and Behavioral Health with satisfactory performance for both.

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	pcolegro	11/24/2015 12:30:20 PM
Division Approval	pcolegro	11/24/2015 12:30:24 PM
Department Approval	sjohnso9	12/07/2015 15:04:22 PM
Contract Manager Approval	pcolegro	12/07/2015 15:07:21 PM
DoIT Approval	csweeney	12/14/2015 08:49:46 AM
Budget Analyst Approval	drey nol2	12/15/2015 15:04:42 PM
BOE Agenda Approval	nhovden	12/15/2015 16:35:26 PM
BOE Final Approval	Pending	

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

James R. Wells, CPA
Interim Director

Greg Smith
Administrator

Purchasing Use Only:	
Approval#:	151002

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:			
	State Agency:	Division of Child and Family Services		
		Contact Name and Title	Phone Number	Email Address
		Pamela Condron – IT Professional III	775-687-9018	pcondron@dcs.nv.gov
		Melissa Carr – Management Analyst II	775-684-4413	mkcarr@dcs.nv.gov

Vendor Information:		
1b	Identify Vendor:	Netsmart Technologies, Inc.
	Contact Name:	Angela Moore
	Address:	PO Box 823519, Philadelphia, PA 19182-3519
	Telephone Number:	1-863-701-4707
	Email Address:	Amoore1@ntst.com

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	Sole Source
	Professional Service Exemption:	

Contract Information:				
1d	Is this a new Contract?	Yes	XX	No
	Amendment:	#		
	CETS:	#		

1e	Term:			
	One (1) Time Purchase:	Yes		
	Contract:	Start Date:	Upon Approval	End Date: Feb 28, 2016

1f	Funding:	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	100% Healthy Nevada Funds

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	\$105,675.00

	<p>Provide a description of work/services to be performed or commodity/good to be purchased:</p> <p>All of DCFS's Children's Mental Health locations have been utilizing Netsmart's Avatar since the contract initiation in November, 2003. Statewide DCFS programs include inpatient, rural, mobile crisis, early intervention, learning homes, treatment homes and pharmacy.</p> <p>Work and services will include but are not limited to:</p> <p>Hosting setup project management Hosting setup professional services</p>
2	<p>Data migration Provide Dual facilities Provide Dual Connections Physical Security Facility Management & Monitoring Secure client PHI Database Administration Service Package Management Data Backup Disaster Recovery</p>

	<p>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</p>
3	<p>With over 10 years of commitment to Netsmart's Avatar application, DCFS's mental health staff and IMS's application/reporting staff are extremely proficient with the application. DCFS currently utilizes Netsmart as our vendor for our Children's Mental Health application – myAvatar. We are moving from a DCFS locally operated hardware system to a system Netsmart will host and support in the Cloud.</p>

	<p>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</p>
4	<p>DCFS is not looking to replace our current Children's Mental Health Application. Moving to a cloud hosted environment with Netsmart is the next logical step in upgrading with this vendor and app. Future goals include merging DCFS & DPBH electronic mental health data together for better continuity of service from birth through adulthood.</p>

	<p>Were alternative services or commodities evaluated? Check One.</p>	Yes:		No:	XX
5	<p>a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i></p>				
	<p>b. <i>If not, why were alternatives not evaluated?</i></p>				
	<p>Proprietary Network Product</p>				

6	<p>Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers must accompany this</p>	Yes:		No:	
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request.				
a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>				
<i>Term Start and End Dates</i>		<i>Value</i>	<i>Short Description</i>	<i>Type of Procurement (RFP, RFQ, Waiver)</i>
<i>3/11/2015</i>	<i>12/31/2015</i>	<i>\$25,000.00</i>	<i>Software Upgrade Services</i>	<i>Waiver</i>
<i>2/1/2014</i>	<i>10/31/2014</i>	<i>\$101,500.00</i>	<i>Software Service</i>	<i>Waiver</i>
<i>7/1/2009</i>	<i>6/30/2013</i>	<i>\$538,639.00</i>	<i>Computer System</i>	<i>Waiver</i>
<i>7/12/2005</i>	<i>6/30/2007</i>	<i>\$418,038.00</i>	<i>Computer Related Services</i>	<i>Waiver</i>
		<i>\$</i>		

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	DCFS's has a long term solid working relationship with NTST. The upgrade will provide improvements to our current system such as web access, true physical security and 7/24/365 facility Management & Monitoring. DPBH's Adult Mental Health; Vital Statistics; Community Health Nurses and SAPTA all utilize NTST Avatar.
	Mrs. Sandoval is currently working with DPBH and DCFS Avatar data on a new project, Enliven (aka FEP), to provide services to the age group of 15-25 and First Episode Psychosis, along with UNR and Children's Cabinet. DCFS's long term goal is to combine DPBH and DCFS's database allowing clients mental health data to be mined from birth through Adulthood.

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	DCFS previously utilized a mainframe product for Children's Mental health called AIMS. AIMS was purchased by CSM (Netsmart) in the early 2000's. At that time, other options for EMR applications were researched and Netsmart was the chosen application. DCFS contracted with Netsmart in November of 2003 and has used this product exclusively for our Children's Mental Health electronic medical record and medical billing application.

9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:	XX	No:	
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				
	Yes, if DCFS continues to upgrade and improve the current application.				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

Pamela Condron

Agency Representative Initiating Request

Janice Allen

Print Name of Agency Representative Initiating Request

8/21/2015
Date

Priscilla Colegrove

Signature of Agency Head Authorizing Request

Priscilla Colegrove

Print Name of Agency Head Authorizing Request

8/24/15
Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

ENTERPRISE IT SERVICES

Name of agency or entity who provided information or review:

CATHERING KRAUSE

Representative Providing Review

[Signature]

Print Name of Representative Providing Review

10/7/15
Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), 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.

Signed:

[Signature]

Administrator, Purchasing Division or Designee

10-15-2015
Date



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
4126 Technology Way - 3rd Floor
Carson City, Nevada 89706
(775) 684-4400

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office

From: *Duck* Danette Kluever, Deputy Administrator, Division of Child and Family Services

Re: Retroactive Approval of Netsmart

Date: November 23, 2015

The Division of Child and Family Services is submitting the Contract Between Public Agencies with Netsmart Technologies, Inc. for retroactive approval consideration. The date on this contract is December 1, 2015 to allow for the upgrade of the myAvatar case management and billing application system hardware for Children's Mental Health.

The hardware for this application was originally purchased in July 2009 and included a warranty that expired in 2013. When the warranty expired a one year extension was purchased and the hardware has been out of warranty since July 2014.

Netsmart is willing to start the necessary upgrades on December 1, 2015 to bring the application back into warranty and to avoid disaster recovery and emergency costs should the application fail unexpectedly. This upgrade will include a hosted environment to include hardware, software, data storage, backup and recovery. The move to the hosted environment will allow Netsmart to maintain the application without relying on the Division to budget for the changes separately.

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: **17273**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	Clark County Department of Real Property Management
Agency Code:	409	Contractor Name:	Clark County Department of Real Property Management
Appropriation Unit:	3646-00	Address:	500 Grand Central Parkway 4th Floor
Is budget authority available?:	Yes	City/State/Zip:	Las Vegas, NV 89155
If "No" please explain:	Not Applicable	Contact/Phone:	null702-455-0110
		Vendor No.:	N/A
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Rental Income

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2015**

Anticipated BOE meeting date 01/2016

Retroactive? **Yes**

If "Yes", please explain

Previous agreement ends November 30, 2015. Due to this agreement needing to be signed at the Clark County Board of Commission meeting there was a delay in the Attorney General receiving the agreement for signature in October.

3. Termination Date: **11/30/2018**

Contract term: **3 years**

4. Type of contract: **Revenue Contract**

Contract description: **Pecos Sublease**

5. Purpose of contract:

This is a new interlocal revenue agreement that continues an ongoing sublease at 4180 S. Pecos Rd. to co-locate services for clients in the Las Vegas area. This agreement will extend the termination date from November 30, 2015 to November 30, 2018 with a one year option to renew.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,108,181.28**

Other basis for payment: \$89,627.34 per quarter 12/1/15 through 11/30/16; \$92,334.33 per quarter 12/1/16 through 11/30/17; and \$95,083.65 per quarter 12/1/17 through 11/30/18

II. JUSTIFICATION

7. What conditions require that this work be done?

Under the concept of the neighborhood family services center, this location provides public entities of government occupying space within the same building.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

N/A

9. Were quotes or proposals solicited? 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?

Currently co-located at this location.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Current sublease with DCFS.

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	pcolegro	11/09/2015 16:39:49 PM
Division Approval	pcolegro	11/09/2015 16:39:53 PM
Department Approval	ecreceli	11/19/2015 11:23:02 AM
Contract Manager Approval	pcolegro	11/23/2015 10:49:07 AM
Budget Analyst Approval	drey nol2	12/03/2015 09:02:01 AM
BOE Agenda Approval	nhovden	12/03/2015 09:11:50 AM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

STATE OF NEVADA

RICHARD WHITLEY
Director



KIRSTEN COULOMBE
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
4126 Technology Way – 3rd Floor
Carson City, Nevada 89706
(775) 684-4400

To: Jim Wells, Director, Governor's Finance Office

From: *Danette Kluever* Danette Kluever, Deputy Administrator, Division of Child and Family Services

Re: Retroactive Approval of Pecos Sublease with Clark County Real Property Management

Date: November 9, 2015

The Division of Child and Family Services is submitting the Intrastate Interlocal Contract Between Public Agencies with Clark County Real Property Management for retroactive approval consideration. This agreement had to be approved by the Clark County Commission prior to consideration by the Attorney General. The Commission approved the agreement on September 15, 2015 and the Attorney General approved the agreement on October 21, 2015. Clark County is currently occupying the space through an agreement to co-locate government agencies. This approval will require Clark County to pay for this leased space without interruption.

Child welfare agencies in Nevada believe families are the primary providers for children's needs. The safety and well-being of children is dependent upon the safety and well-being of all family members. Children, youth and families are best served when staff actively listens to them and invite participation in decision-making. We support full implementation of family centered practice by engaging families in child and family teams and offering individualized services to build upon strengths and meet the identified needs of the family.

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: 13625	Amendment Number: 2
Agency Name: DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name: Greenscapes of Nevada, LLC
Agency Code: 409	Contractor Name: Greenscapes of Nevada, LLC
Appropriation Unit: 3646-07	Address: 5965 N. Chieftain St.
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89149
If "No" please explain: Not Applicable	Contact/Phone: BCVMAC@ME.com 702-533-2428
	Vendor No.: T27033446
	NV Business ID: NV20131448439

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	44.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	54.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	2.00 % Rental Income, Client Charges

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2012**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **08/31/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Grounds Maintenance**

5. Purpose of contract:

This is the second amendment to the original contract, which provides landscaping projects at Desert Willow Treatment Center and the West Charleston Campus. This amendment increases the maximum amount from \$172,800 to \$231,147 due to additional deferred maintenance projects.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	
1. The max amount of the original contract:	\$172,800.00	\$0.00	\$0.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
4. Amount of current amendment (#2):	\$58,347.00	\$58,347.00	\$58,347.00	Yes - Action
5. New maximum contract amount:	\$231,147.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

For the health and safety of staff, clients and families.

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 (DCFS) does not have the equipment and/or staff.

9. Were quotes or proposals solicited? Yes
 Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contractor was selected as the best solution by the evaluation committee based on pre-determined evaluation criteria.

d. Last bid date: 05/16/2012 Anticipated re-bid date: 05/16/2016

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:

They are the current vendor for the Division of Child and Family Services. Services have been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	11/25/2015 12:39:34 PM
Division Approval	pcolegro	11/25/2015 12:39:37 PM
Department Approval	ecreceli	12/05/2015 14:31:16 PM
Contract Manager Approval	pcolegro	12/07/2015 10:23:08 AM
Budget Analyst Approval	drey nol2	12/09/2015 15:23:33 PM
BOE Agenda Approval	nhovden	12/15/2015 12:58:18 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17286**

Agency Name: **DEPARTMENT OF CORRECTIONS**
 Agency Code: **440**
 Appropriation Unit: **All Budget Accounts - Category 50**
 Is budget authority available?: **Yes**
 If "No" please explain: **Not Applicable**

Legal Entity Name: **California Prison Industry Authority**
 Contractor Name: **California Prison Industry Authority**
 Address: **560 East Natoma Street**
 City/State/Zip: **Folsom, CA 95630**
 Contact/Phone: **Nicole Collins 916/358-2380**
 Vendor No.: **PUR0000025**
 NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: **01/2016**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/11/2020**

Contract term: **4 years and 11 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Inmate Shoes**

5. Purpose of contract:

This is a new interlocal agreement to provide shoes for the inmate population.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 209.131, the Nevada Department of Corrections is required to provide necessary clothing to inmates housed within its institutions.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nevada Department of Corrections does not manufacture shoes and no other state agency offers this service.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

California Prison Industry Authority can provide the department with a low cost, good quality shoe to meet our inmate NRS 209.131 requirements.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY12 to present with Nevada 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 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	bweisent	11/25/2015 08:29:37 AM
Division Approval	dmartine	11/25/2015 12:43:44 PM
Department Approval	jborrowm	11/30/2015 08:37:48 AM
Contract Manager Approval	jhardy	12/04/2015 14:27:45 PM
Budget Analyst Approval	cmurph3	12/11/2015 08:42:29 AM
BOE Agenda Approval	pnicks	12/11/2015 10:41:48 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: **17282**

Agency Name: DPS-PAROLE & PROBATION	Legal Entity Name: National Council on Crime and Delinquency
Agency Code: 652	Contractor Name: National Council on Crime and Delinquency
Appropriation Unit: 3740-04	Address: 426 S. Yellowstone Drive
Is budget authority available?: Yes	City/State/Zip: Madison, WI 53719
If "No" please explain: Not Applicable	Contact/Phone: Kristen Johnson, PhD 800-306-6223
	Vendor No.:
	NV Business ID: NV20151705542

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: E226

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/01/2016**

Contract term: **243 days**

4. Type of contract: **Contract**

Contract description: **PSI Staffing Study**

5. Purpose of contract:

This is a new contract to provide a comprehensive review and time study for the investigation and preparation of Pre-sentence Investigation Reports (PSI) throughout the state.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$70,000.00**

Other basis for payment: Per the payment schedule in Attachment AA

II. JUSTIFICATION

7. What conditions require that this work be done?

The PSI process is constantly evolving. New statutes passed during the most recent legislative session have significantly shortened the amount of time the Division has to conduct a PSI investigation. Since the last time study was conducted, there have been additional district courts added in the state and some areas have instituted electronic filing of the PSIs directly to the courts. Additionally, the PSI format has changed.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not employ staff with qualifications to perform such a study and comprehensive review such as this.

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):

National Council on Crime and Delinquency (one proposal)

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3209, 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: 09/17/2015 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has previously provided the same service for the Division and the 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:

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	jdibasil	11/25/2015 16:00:13 PM
Division Approval	jdibasil	11/25/2015 16:00:18 PM
Department Approval	jbauer	12/01/2015 09:04:37 AM
Contract Manager Approval	jbauer	12/01/2015 09:04:39 AM
Budget Analyst Approval	jrodrig9	12/03/2015 17:17:01 PM
BOE Agenda Approval	pnicks	12/04/2015 08:31:34 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: **13175** Amendment Number: **3**

Agency Name: **DPS-RECORDS & TECHNOLOGY** Legal Entity Name: **MorphoTrak, LLC**

Agency Code: **655** Contractor Name: **MorphoTrak, LLC**

Appropriation Unit: **4709-26** Address: **5515 East La Palma Avenue SUITE #100**

Is budget authority available?: **Yes** City/State/Zip: **Anaheim, CA 92807**

If "No" please explain: **Not Applicable** Contact/Phone: **Andy Sandoval 714-238-2000**

Vendor No.:

NV Business ID: **NV20141407627**

To what State Fiscal Year(s) will the contract be charged? **2012-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Fingerprint Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date: **01/2016**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **01/31/2016**

Contract term: **7 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Service Contract**

5. Purpose of contract:

This is the third amendment to the original contract that continues on-going maintenance and repair of the LiveScan fingerprint machines in various law enforcement agencies throughout Nevada. This amendment extends the termination date from January 31, 2016 to June 30, 2018 and increases the maximum amount of the contract from \$463,830.04 to \$1,303,340.48 due to the continued need for these services. This amendment also allows for the replacement of machines as identified in Appendix D - Replacement Schedule over the term of the contract.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$463,830.04	\$0.00	\$0.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
b. Amendment 2:	\$0.00	\$0.00	\$0.00	No
4. Amount of current amendment (#3):	\$839,510.44	\$839,510.44	\$839,510.44	Yes - Action
5. New maximum contract amount:	\$1,303,340.48			
and/or the termination date of the original contract has changed to:	06/30/2018			

II. JUSTIFICATION

7. What conditions require that this work be done?

The LiveScan machines are required to provide fingerprints in compliance with FBI requirements.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

These are proprietary machines that require the servicing be done by the vendor in order to maintain the warranty.

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 #: 111205

Approval Date: 12/14/2011

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor was the original vendor of these services to DPS since 2007 and the service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	tmartin	11/30/2015 14:21:10 PM
Division Approval	jdibasil	12/04/2015 16:45:30 PM
Department Approval	jbauer	12/08/2015 16:29:17 PM
Contract Manager Approval	jbauer	12/08/2015 16:35:16 PM
Budget Analyst Approval	jrodrig9	12/15/2015 21:13:13 PM
BOE Agenda Approval	pnicks	12/16/2015 15:13:48 PM

Amendment information – List all previously approved amendments:				
6	Amd #:	Brief synopsis of what amendment accomplished:	Change in “not to exceed” amount:	Change in end date: mm/dd/yy
	1	Time extension	\$0	11.30.15
	2	Time extension	\$0	01.31.16

Proposed amendment information:				
7	Amd #:	Brief synopsis of what the requested amendment will accomplish	Change in “not to exceed” amount:	Change in end date: mm/dd/yy
	3	A third amendment will extend the term of the contract from 1/31/16 to 6/30/18 for the remainder of the life of the LiveScan machines and will increase the maximum amount by \$839,510.44 to cover the remaining years and replacement of LiveScan machines.	\$1,303,340.48	06.30.18

8		What is the justification to extend the contract term beyond the State’s four (4) year re-solicitation policy (SAM 0338):
		<p>The software utilized by the LiveScan machines is proprietary to MorphoTrak and requires a customized and unique interface between the machines and the Department of Public Safety - General Services Division. LiveScan machines (and related software) ensure the General Services Division (GSD) continue to receive approximately 99% of all criminal arrest records electronically from Nevada law enforcement agencies for submission through the Western Identification Network’s AFIS and to the FBI’s Integrated AFIS (IAFIS) and its replacement, the Next Generation Identification within 24 hours of the arrest event.</p> <p>GSD and MorphoTrak have a long standing relationship dating back to September 2006 with the original competitive bidding process and subsequent contract; this contract now includes 25 LiveScan machines throughout the State. The business relationship also extends to the individual agencies housing LiveScan machines and MorphoTrak software.</p> <p>GSD has continual contact with the technicians and regional representatives assigned to our contract to ensure that our systems are operating at optimal efficiency and effectiveness. When new legislation or statutes are released by either the State of Nevada or the Federal Government that will affect the operations of the LiveScan units, MorphoTrak has been incredibly responsive in evaluation of said changes and offering recommendations on possible solutions, resulting in improved access, timeliness and completeness of criminal history records.</p> <p>Having a different vendor provide maintenance and support on machines that they are not familiar with could cause serious delays and costly software development that would not be in the best interest of the State and agencies who utilize the LiveScan machines.</p> <p>Extending the contract to 2021 will cover maintenance and support through the expected life span of the LiveScan machines.</p>

9	What are the potential consequences to the State if the contract extension request is denied?
	If this extension request is denied, GSD would need to execute a new contract with this same vendor for software support and maintenance, which is an unnecessary step to continue the contractual relationship with this vendor.
	MorphoTrak already has the necessary site information, NCJIS Security clearances and knowledge of the LiveScan units at said sites as well as the business relationships to easily conduct services. Executing a new contract with the same terms will not change this.
	With the lengthy implementation for service provided by this vendor as well as the significant funding invested to maintain the LiveScan functionality, it is in the best interest of the State to extend the current contract with MorphoTrak.

By signing below, I know and understand the proposed contract extension exceeds the State's policy pursuant to SAM Section 0338 that contracts be solicited at least every four (4) years, and attest that all statements are true and correct.

Janice Bauer
 Signature of Agency Representative Initiating Request

Jennifer Bauer 12/8/15
 Print Name of Agency Representative Initiating Request Date

Sheri Brueggeman
 Signature of Agency Head Authorizing Request

Sheri Brueggeman 12-08-15
 Print Name of Agency Head Authorizing Request Date

Please consider this memo as my support of your request to extend the identified contract beyond the current State policy period. This exemption is granted pursuant to NRS 333.135 and SAM 0338 and may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines the decision was based on incorrect or inaccurate facts. Pursuant to NRS 333.700(7), 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.

Signed: *[Signature]* 12-8-2015
 Administrator, Purchasing Division or Designee 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: **17327**

Agency Name: DPS-TRAFFIC SAFETY	Legal Entity Name: Tyler Technologies, Inc.
Agency Code: 658	Contractor Name: Tyler Technologies, Inc.
Appropriation Unit: 4688-13	Address: 5519 53rd Street
Is budget authority available?: Yes	City/State/Zip: Lubbock, TX 79414
If "No" please explain: Not Applicable	Contact/Phone: Brett Cate 800-646-2633
	Vendor No.:
	NV Business ID: NV20051167615
To what State Fiscal Year(s) will the contract be charged?	2016-2020

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2015**

Anticipated BOE meeting date 01/2016

Retroactive? **Yes**

If "Yes", please explain

The originating contractor (Brazos Technology) was acquired this year by Tyler Technologies, Inc. Although negotiations for this contract began in early 2015, the acquisition created additional and significant negotiations between the State and Tyler Technologies, Inc. which delayed the process until after the previous contract had expired.

3. Termination Date: **11/30/2019**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **eCitation/Crash App**

5. Purpose of contract:

This is a new contract that continues ongoing software support, maintenance and hosting of the department's electronic citation and accident report collection system which submits data to the Nevada Citation and Accident Tracking System database.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,000,000.00**

Other basis for payment: based on the Investment Summary in Attachment AA

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department of Public Safety (DPS) must update its current Nevada Citation and Accident Tracking System (NCATS) to keep up with new safety requirements.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

DPS or the State does not have the staff, expertise or equipment to support this safety requirement.

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 contract provides ongoing software support and maintenance which was contemplated in the original contract awarded by RFP #1818.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor has provided services for the past five years and those services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jdibasil	12/11/2015 09:58:56 AM
Division Approval	jdibasil	12/11/2015 09:58:59 AM
Department Approval	jbauer	12/11/2015 10:12:09 AM
Contract Manager Approval	jbauer	12/11/2015 10:12:12 AM
DoIT Approval	csweeney	12/14/2015 08:50:16 AM
Budget Analyst Approval	cmurph3	12/21/2015 13:31:29 PM
BOE Agenda Approval	pnicks	12/21/2015 16:17:39 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor



James M. Wright
Director

Jackie Muth
Deputy Director

Director's Office


555 Wright Way
Carson City, Nevada 89711-0525
Telephone (775) 684-4808 • Fax (775) 684-4809

Memorandum

DATE: December 10, 2015

TO: James Wells, Director, Governor's Finance Office

THRU: Jim Rodriguez, Budget Analyst, Governor's Finance Office

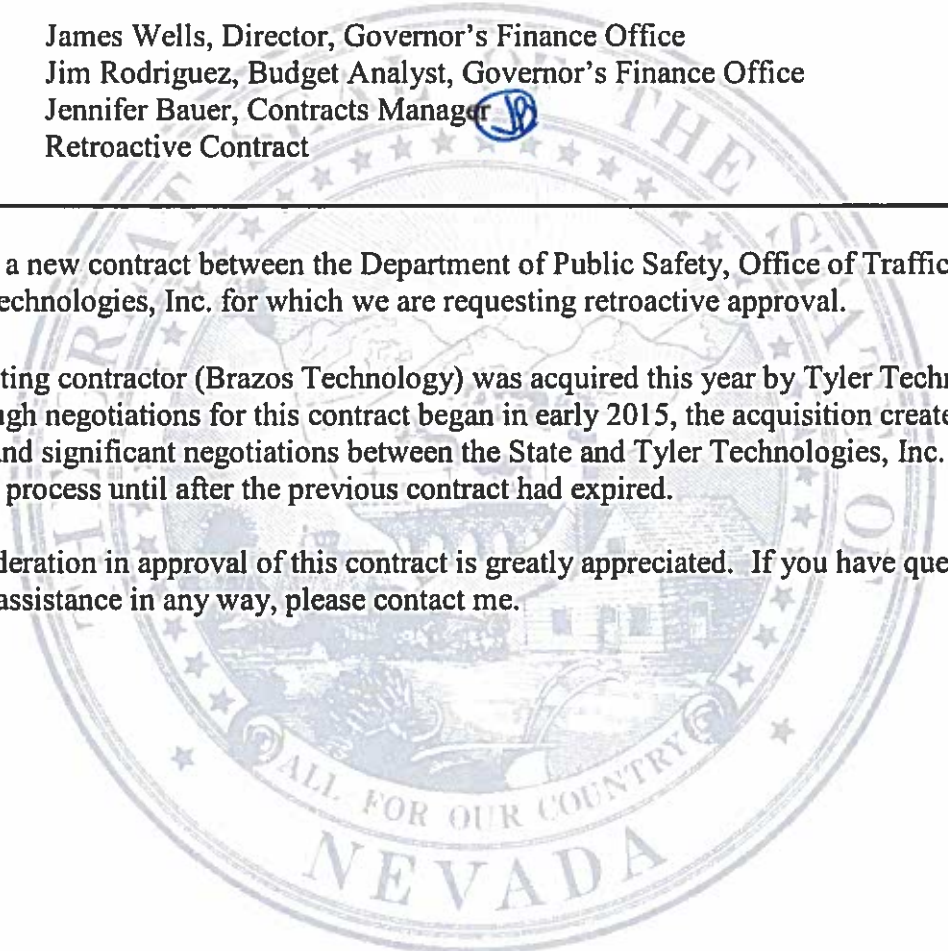
FROM: Jennifer Bauer, Contracts Manager 

SUBJECT: Retroactive Contract

Attached is a new contract between the Department of Public Safety, Office of Traffic Safety and the Tyler Technologies, Inc. for which we are requesting retroactive approval.

The originating contractor (Brazos Technology) was acquired this year by Tyler Technologies, Inc. Although negotiations for this contract began in early 2015, the acquisition created additional and significant negotiations between the State and Tyler Technologies, Inc. which delayed the process until after the previous contract had expired.

Your consideration in approval of this contract is greatly appreciated. If you have questions or if I can be of assistance in any way, please contact me.



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: **16396** Amendment Number: **1**

Agency Name: **DEPARTMENT OF WILDLIFE** Legal Entity Name: **WASHINGTON STATE UNIVERSITY**

Agency Code: **702** Contractor Name: **WASHINGTON STATE UNIVERSITY**

Appropriation Unit: **4464-13** Address: **WA Animal Disease Diag Lab**

Is budget authority available?: **Yes** City/State/Zip: **PULLMAN, WA 99164-1039**

If "No" please explain: **Not Applicable** Contact/Phone: **null509-335-9696**

Vendor No.: **T11361100**

NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	75.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	25.00 % Sportsmen

Agency Reference #: 15-30

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/05/2015**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **01/31/2019**

Contract term: **3 years and 333 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Lab testing Game**

5. Purpose of contract:

This is the first amendment to the original contract, which provides testing services for wildlife diseases and other wildlife health factors. This amendment increases the maximum amount from \$40,000 to \$98,250 due to an increased volume in lab testing.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$40,000.00	\$0.00	\$40,000.00	Yes - Info
4. Amount of current amendment (#1):	\$58,250.00	\$58,250.00	\$58,250.00	Yes - Action
5. New maximum contract amount:	\$98,250.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

WADDL will test for animal diseases and for other health factors. Viable wildlife populations are essential for balanced ecosystems in Nevada, and healthy, reproductively normal animals are required to maintain this population viability. Consistent, ongoing evaluation of health and disease in the State's wildlife populations will provide real-time information and allow NDOW to respond to changes in health (e.g., nutritional disease, toxicity and emerging infectious disease agents) that could impact human health and/or livestock as well as wildlife. Surveillance and monitoring wildlife populations is particularly important in Nevada, because increasing pressure on habitats from invasive plant species, fire, renewable energy projects, and changing climate patterns can affect the health of Nevada's game and non-game species.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada Dept. of Wildlife does not have a laboratory in which the work can be done.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Interlocal WADDL is a government entity.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dwendell	12/01/2015 16:55:17 PM
Division Approval	dwendell	12/01/2015 16:55:20 PM
Department Approval	eobrien	12/03/2015 14:25:58 PM
Contract Manager Approval	dwendell	12/03/2015 16:02:47 PM
Budget Analyst Approval	sbarkdul	12/07/2015 09:25:21 AM
BOE Agenda Approval	sewart	12/07/2015 10:15:08 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: **17310**

Agency Name: **DEPARTMENT OF WILDLIFE**
Agency Code: **702**
Appropriation Unit: **4467-13**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-UNR**
Contractor Name: **BOARD OF REGENTS-UNR**
Address: **CONTROLLERS**
MAIL STOP 325
City/State/Zip: **RENO, NV 89557-0325**
Contact/Phone: null775-784-4040
Vendor No.: D35000849
NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 16-32

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **2 years and 180 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **UNR Pinyon Juniper**

5. Purpose of contract:

This is a new interlocal agreement to provide monitoring of the efficacy of Pinyon-Juniper thinning treatments in sage grouse habitat throughout the intermountain west due to the expansion of Pinyon-Juniper woodlands which has resulted in the loss of critical habitat used by sagebrush-obligate species.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$85,472.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The expansion of Pinyon-Juniper woodlands has prompted increased interest in determining effective methods for thinning complexes to protect sage-grouse.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Wildlife does not have the manpower to staff all the field sites for monitoring.

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?

17.5% Indirect Cost Rate

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:

Department of Wildlife current and 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	dwendell	12/08/2015 07:36:41 AM
Division Approval	dwendell	12/08/2015 07:36:43 AM
Department Approval	eobrien	12/08/2015 08:02:53 AM
Contract Manager Approval	dwendell	12/08/2015 16:57:51 PM
Budget Analyst Approval	sbarkdul	12/15/2015 12:21:46 PM
BOE Agenda Approval	sewart	12/16/2015 09:49:19 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: **17301**

Agency Name: DCNR - DIVISION OF WATER RESOURCES	Legal Entity Name: U.S. Geological Survey
Agency Code: 705	Contractor Name: U.S. Geological Survey
Appropriation Unit: 4105-10	Address: 2730 Deer Run Road
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89701
If "No" please explain: Not Applicable	Contact/Phone: Kip Allander 775-887-7600
	Vendor No.: T80838030
	NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Basin Funds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2015**

Anticipated BOE meeting date 01/2016

Retroactive? **Yes**

If "Yes", please explain

Funds have already been expended by the U.S. Geological Survey at our request to attend public workshops to present the project proposals to stakeholders and interested public. Other work completed by the U.S. Geological Survey has occurred at our request due to an extremely short contract period (by U.S. Geological standards) and our desire to complete this project on time.

3. Termination Date: **09/30/2019**

Contract term: **4 years**

4. Type of contract: **Cooperative Agreement**

Contract description: **Humboldt Basin JFA**

5. Purpose of contract:

This is a new contract to fund modeling studies in the Humboldt River Basin to determine surface water and ground water interaction.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$995,850.00**

Other basis for payment: FY16 - \$268,700; FY17 271,650; FY18 \$258,900 and FY19 \$196,600 to be paid quarterly.

II. JUSTIFICATION

7. What conditions require that this work be done?

Groundwater pumping by junior water right holders may be conflicting with the rights of senior surface water right holders. This model will determine the extent of any conflict that may exist and is needed for future water management in the Humboldt River Basin.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

These studies require a very high level of expertise and resources that the State does not have.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The U.S. Geological Survey has the necessary equipment in place and experience in delivering the desired product, and the State Engineer is authorized to enter into agreements with the U.S. Geological Survey under NRS 532.170.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Division has executed many agreements with the U.S. Geological Survey that have resulted in many products widely used by governmental agencies and the public. The results have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bkordono	12/03/2015 09:07:17 AM
Division Approval	bkordono	12/03/2015 09:07:20 AM
Department Approval	abrook1	12/04/2015 14:57:22 PM
Contract Manager Approval	bkordono	12/07/2015 08:16:52 AM
Budget Analyst Approval	sbarkdul	12/07/2015 08:42:06 AM
BOE Agenda Approval	sewart	12/07/2015 10:37:57 AM
BOE Final Approval	Pending	

Project Proposal (NV15-03)

**Evaluation of Streamflow Depletion Related to Groundwater
Withdrawal, Humboldt River Basin**

Nevada Water Science Center

U.S. Geological Survey

Kip K. Allander, David E. Prudic (retired), and David L. Berger

BACKGROUND

The Humboldt River Basin (figure 1), in north-central Nevada, is the only major river basin that is entirely within the State. The drainage area of the basin is about 17,000 mi² and represents about 15 percent of the total area of the State. Precipitation supplies all the water that enters the basin, consequently the variability in climate has significant impacts on the hydrology of the area. In addition, increased development which has been superimposed on natural climate fluctuations affects the water resources of the basin. Historically, water users relied heavily on surface water and to a lesser extent on groundwater, primarily for agricultural operations. By the 1930's, surface water resources were fully allocated prior to groundwater development. Groundwater withdrawals for irrigation began in the 1950's and gradually increased to more than 150,000 acre-ft/yr by the early 1980s (figure 2; Prudic, 2007). Beginning in the early 1990's, groundwater dewatering, as part of open-pit gold mining, significantly increased total groundwater withdrawals within the middle Humboldt River basin.

Nevada water law is based on two fundamental concepts. Prior appropriation, or "first in time, first in right," ensures senior water users are protected even as new uses for water are allocated. The second concept deals with beneficial use of appropriated water. A water-right permit may only be granted for beneficial uses, which includes irrigation, mining, and municipal uses among others. The Nevada State Engineer is responsible for administering and enforcing Nevada water law. The State Engineer uses the concept of perennial yield to help guide decisions dealing with withdrawal and allocation of groundwater.

Perennial yield is generally defined as the maximum amount of groundwater that can be withdrawn on an annual basis without depleting the groundwater reservoir. In groundwater basins with a flow through river system, like the Humboldt River Basin, perennial yield becomes much more difficult to quantify because base flow may be supported by groundwater, or alternatively, the river may supply water to the groundwater aquifer. Thus, the more recent development of groundwater may be utilizing some of the same water allocated for surface water.

PROBLEM

Continued groundwater withdrawals within the Humboldt River Basin are likely contributing to streamflow depletion of the Humboldt River (figure 2). The timing and magnitude of the effects of groundwater withdrawals on streamflow of the Humboldt River are not well understood.

Although groundwater use in the Humboldt River Basin is primarily for agriculture, a substantial quantity of groundwater has been removed from consolidated rock units and basin fill as part of mining activity in the middle Humboldt River basin. The contribution to streamflow depletion by mine dewatering is currently thought to be relatively small, largely because much of the water was or continues to be returned to the river or to unconsolidated deposits near the river (Prudic, 2007). However, many Humboldt River water rights holders contend that mine dewatering contributes significantly to streamflow depletion.

OBJECTIVES

The objectives of this study are:

- Estimate Humboldt River streamflow depletion caused by groundwater withdrawals within the Humboldt River Basin between Carlin and Imlay streamflow gages (fig. 1) after 10, 25, 50, and 100 years of groundwater withdrawals (Depletion maps).
- Estimate the impact to and response of Humboldt River streamflow for up to 100 years in the future as a result of mine-dewatering operations to date (2015).
- Estimate the effect of cumulative groundwater withdrawals from individual hydrographic areas on Humboldt River streamflow.

Achievement of these objectives will provide the Nevada State Engineer with appropriate information to understand and evaluate the potential effects of groundwater withdrawals on the Humboldt River in order to make informed decisions regarding conjunctive use and possible augmentation of flow to senior water right holders. In addition, this work will provide the State of Nevada an opportunity to inform stakeholders within the Humboldt River Basin about processes related to the interaction between groundwater and surface water.

APPROACH

To evaluate the impacts of groundwater withdrawals on streamflow, three transient, regional-scale flow models will be developed and documented. The three models will represent the upper, middle, and lower Humboldt River Basins, respectively (figure 1). The middle and lower Humboldt River Basin models will be developed by the USGS as part of the scope of work proposed here. The upper Humboldt River Basin (upper HRB) model is being developed separately and simultaneously by the Desert Research Institute. The middle Humboldt River Basin (middle HRB) model will be modified from an existing model developed by Prudic (2007). The lower Humboldt River Basin (lower HRB) model will be developed as part of this project and may incorporate major elements of an existing model for Paradise Valley (Prudic and Herman, 1996). The two models will be linked sequentially (in upstream to downstream order) in order to simulate the extent and magnitude of stream depletion caused by groundwater withdrawals on downstream water deliveries as observed at the Imlay streamgage (Figure 1).

General Model Construction

Both USGS models will be developed similarly and will use similar boundary flow processes. The models will be constructed using MODFLOW-NWT (Niswonger and others, 2011) which is the Newton formulation of MODFLOW 2005 (Harbaugh, 2005). The Newton formulation extends the applicability of MODFLOW 2005 to solve non-linear problems representing

unconfined aquifer conditions and evapotranspiration of groundwater as well as wetting and drying of cells related to surface water and groundwater interactions.

The simulated Humboldt River streamflow at the outlet of the middle HRB model will be passed as inflow to the lower HRB model, which is approximately coincident with the streamflow gage at Comus. Initially, groundwater movement (subsurface flow) between the two model areas will be assumed negligible in comparison to streamflow. However, subsurface flow between the models may be simulated as generalized flow using head-dependent boundary conditions, if necessary for ensuring model accuracy.

Hydrogeologic frameworks will be represented differently between the middle and lower HRB models. Mine dewatering is being simulated only in the middle HRB model so the middle HRB model will need to simulate groundwater flow within consolidated rock units whereas the lower HRB model will only represent basin-fill aquifer units. This is because it is assumed groundwater flow in consolidated rock units in the lower basin are insignificant in comparison to basin-fill aquifer units and effects of mine dewatering in the consolidated rock units of the middle HRB model are separated from the lower HRB model by no-flow boundaries.

The models will vary stresses on a semi-annual basis to coincide with irrigation and non-irrigation seasons and will simulate conditions using monthly time steps.

The active model boundary perimeter will mostly be along hydrographic divides and designated as no-flow boundaries, except where groundwater flow through the boundary is known or assumed, such as beneath the Humboldt River near the middle and lower HRB model interface. Where necessary, subsurface inflows and outflows through the boundaries will be simulated using head-dependent boundaries in MODFLOW-NWT. Humboldt River streamflow will be simulated using the Streamflow Routing Package (SFR; Prudic and others, 2004; Niswonger and Prudic, 2005). Humboldt River inflows entering the middle HRB model domain at the Carlin streamflow gage (figure 1) will be specified based on historic streamflow data. Inflow of the Humboldt River into the lower HRB model domain near the Comus streamflow gage will be specified during calibration based on historic streamflow data, but will be simulated output from middle HRB model for scenario simulations. Major perennial tributaries to the Humboldt River will be represented using specified head boundaries upstream of streamgages closest to confluence with Humboldt River. Below the streamgages closest to confluence with Humboldt River, perennial tributary flow will be specified using historically observed streamflows.

Surface-water diversions from the Humboldt River will be simulated using the Streamflow Routing Package, similar to how diversions were handled in lower Walker River basin model (Allander and others, 2014). Seasonal diversion rates for each ranch will be specified based on the median right in priority for the season and Humboldt River priority tables (Hennen, 1964b) for each irrigation season for model calibration. When the models are used to evaluate streamflow depletion, seasonal surface-water diversions will be demand driven based on median priority dates as determined from simulated Humboldt River flows at Palisade gage and water distribution tables by Hennen (1964b). The consumptive use portion of diversions will be removed from the model (i.e., is not simulated as evapotranspiration) and the remaining water will be evenly recharged to groundwater beneath fields served by irrigation to represent irrigation return flows. Consumptive use and recharge from diversions will be determined

according to project efficiencies for each diversion. Project efficiency is defined here as the ratio of crop consumptive use to total diversion at point of diversion.

Groundwater withdrawals in the models will be simulated using the well package (WEL) in MODFLOW-NWT. Only individual groundwater withdrawals or aggregated groundwater withdrawals greater than 5 ac-ft/yr will be included in the models. Groundwater withdrawals for domestic, stock water, and other minor uses are considered negligible in comparison with irrigation, municipal, and industrial uses but may be considered if aggregated withdrawals for a particular area exceed 5 ac-ft/yr. Specified rates of groundwater withdrawals for lands irrigated only by groundwater (primary groundwater) will be equivalent to the consumptive use portion for crops being irrigated. When groundwater is used to supplement surface-water use (supplemental groundwater), seasonal groundwater withdrawals will be equivalent to the crop consumptive use less water delivered from surface-water irrigation. For mine dewatering, the non-consumptive portion of withdrawals will be routed either to the Humboldt River or injected into basin-fill sediments according to mine-specific water disposal methods.

The magnitude of precipitation derived groundwater recharge originating within each hydrographic area will be specified in the model using the MODFLOW Recharge package (Harbaugh, 2005). This recharge will be distributed to mountain blocks, mountain fronts, and alluvial fans and valleys similar to methods employed by Halford and Plume (2011). Magnitude of recharge will be allowed to vary from existing estimates during model calibration in areas with sufficient hydrologic data.

Evapotranspiration from groundwater will be simulated in the model using the MODFLOW Evapotranspiration package (Harbaugh, 2005). Evapotranspiration is simulated in the model based on simulated depth to water with groundwater evapotranspiration occurring at a maximum potential rate when depth to water is at land surface, and a linearly decreasing rate with depth until a specified extinction depth is reached in which no evapotranspiration of groundwater occurs. The maximum potential rate of evapotranspiration from groundwater and extinction depths will be determined through model calibration. These estimates will be constrained by new estimates of evapotranspiration discharge being developed by the Desert Research Institute.

Initial hydraulic properties assigned to each model cell will be extracted from existing literature and/or existing calibrated groundwater flow models where available and where properties are reasonable. However, final property values will be determined through calibration procedures guided by all available groundwater head, drawdown, streamflow, and withdrawal data, as well as historic maps of evapotranspiration areas and estimated or measured depths to water. Hydraulic properties of transmissivity and storage will be varied spatially using pilot points and two-dimensional kriging (Doherty, 2008) to allow for spatial heterogeneity of properties.

Middle Humboldt River Basin model

The drainage area of the middle HRB model area is approximately 8,070 mi² (figure 1), which is about 50 percent of the total Humboldt River Basin drainage area. The middle HRB model will comprise about 35,000 active grid cells that are 2,500 ft square (area of 6,250,000 ft² or about 143 acres per cell). The boundary mainly follows the hydrographic divide downstream of the streamflow gage at Carlin to just downstream of the Comus streamgage. The middle HRB model domain will include major drainages of Pine Creek, Susie Creek, Maggie Creek, Rock Creek, the lower parts of the Reese River Valley, and the upper part of the Little Humboldt River drainage

(figure 1). The upstream portion of the Reese River Valley is not included within the model domain because it is assumed Humboldt River streamflow will not be effected by groundwater withdrawals from this area within a 100 year time period. This will be verified by evaluating the 100 year depletion rate near the model boundary in the Reese River Valley. If withdrawals near the model boundary indicate stream depletion within 100 years, then the model boundary will be moved upstream appropriately. The upstream portion of the Little Humboldt River drainage is included in the domain to address potential model limitations associated with boundary effects from simulating dewatering from mines along and near the natural drainage divide (cross-hatched area in figure 1). The simulated groundwater conditions in the Little Humboldt River drainage will mainly be handled with the lower HRB model and will be ignored in the middle HRB model except in evaluation of impact of mine dewatering. Potential limitations associated with simulation of mine-dewatering in the proximity of external no-flow model boundaries will be evaluated to ensure that there are no drawdowns propagating through the boundaries of the upper HRB into the lower HRB models.

The hydrogeologic framework of the middle Humboldt River flow systems will be discretized using a uniform grid and divided into 4 hydrologic model layers. The upper-most model layer represents the Humboldt River flood plain and will include evapotranspiration processes. Layer 1 will be of variable thickness. Model layer 2 represents the basin-fill aquifer system from which irrigation withdrawals occur. Where layer 2 extends to land surface (i.e., in areas where layer 1 is inactive), evapotranspiration will be simulated in layer 2. Layer 3 will represent consolidated rock and includes hydrogeologic units from which mine dewatering takes place. Layer 4 will also represent consolidated rock and will be used as a groundwater storage reservoir.

Formation of pit lakes will be represented in the middle HRB model for the mine dewatering operations listed in table 1 that have or potentially will result in pit lake formation when mine dewatering is stopped. Pit lakes will be simulated using the MODFLOW Lake package (Merritt and Konikow, 2000) and will occur in the model layer 2 if pit lake occurs in basin fill or from layer 3 if pit lake is formed in consolidated rock unit. Simulation of filling of pit lakes will result from groundwater inflow to lakes from adjacent aquifer material as well as from direct precipitation and any surface runoff contributions that are specified. The Lake package simulates lake evaporation from and precipitation onto lake surface area that is related to simulated lake depth. Lake evaporation and precipitation rates are specified and will be based on existing estimates of open water evaporation and precipitation rates.

Lower Humboldt River Basin model

The drainage area of the lower HRB model area is approximately 3,030 mi² (figure 1), which is about 20 percent of the total Humboldt River Basin drainage area. The lower HRB model will be comprised of about 38,000 active grid cells that are 1,500 ft square (area of 2,250,000 ft² or about 52 acres for per cell). The boundary mainly outlines the basin-fill aquifer from near the Comus streamgage to the Imlay streamgage and includes major tributary drainages of the Little Humboldt River, Martin Creek, and Pole Creek (figure 1).

The hydrogeologic framework of the middle and lower Humboldt River flow systems will be discretized using a uniform grid and divided into 2 to 3 hydrologic model layers. The upper-most model layer represents the Humboldt River flood plain and will include evapotranspiration processes. Layer 1 will be of variable thickness. Model layer 2 will represent the basin-fill aquifer system from which irrigation withdrawals occur. Where layer 2 extends to land surface

(i.e., in areas where layer 1 is inactive), evapotranspiration will be simulated in layer 2. Layer 3 will also represent the basin-fill aquifer system in places where its saturated thickness is greater than the extent of layer 2. This model will not simulate groundwater flow in consolidated rock units as there is no mine dewatering occurring within this model domain and it is assumed groundwater flow is negligible in comparison to the basin-fill aquifer.

Model Calibration

The middle and lower Humboldt River Basin models will be calibrated through coupled steady-state and transient simulations. Steady-state calibration and simulation will represent hydrologic conditions observed prior to 1961. Transient calibration will simulate hydrologic conditions observed over the 55-year period from 1961 through the end of 2015.

Model parameters will be calibrated by minimizing a weighted composite, sum-of-squares objective function through nonlinear regression using PEST (Doherty, 2008), an automated parameter estimation routine. The objective function represents the differences (residuals) between observed and simulated hydrologic observations. Tikhonov regularization (Doherty, 2008) will be used in the automated calibration process to constrain parameter estimates within reasonable ranges in areas in which estimates are insensitive to observation data.

Reference scenario for evaluating streamflow depletion and impact from groundwater pumping

Evaluating Humboldt River streamflow depletion resulting from groundwater withdrawals requires some reasonable assumptions related to the future stresses and streamflows entering the middle HRB model at the Carlin streamgauge. Future stresses and streamflows are associated with natural future climate variations within the Humboldt River Basin that are unknown. A common approach for simulating future stresses and streamflows is to repeat historical climate conditions (Allander and others, 2014; Prudic, 2007). Future stresses and stream inflow at the Carlin streamgauge will be specified in the calibrated transient models by repeating the stresses specified in the calibrated model for the 50-year period from 1966 to 2015. This 50-year period will be repeated in order to simulate conditions 100 years into the future. This reference scenario is hereafter referred to as the “**historical reference scenario**”.

An alternative reference scenario will be developed that will simply repeat the mean annual conditions during the historical reference scenario. This alternative reference scenario is hereafter referred to as the “**mean historical reference scenario**”. This alternative reference scenario may be desirable for use with the streamflow depletion analysis as it will generate smooth results that are not directly influenced by interannual climate variability. The mean annual stresses and stream inflow at the Carlin streamgauge will be repeated over 50- and 100-year simulations. Results from historical and mean historical reference scenarios will be compared and if found to be similar, the mean historical reference scenario will be used for evaluating streamflow depletion and developing streamflow depletion maps.

Data required to support model development and calibration

A variety of data are needed for model development and to constrain model calibration. Most of the required data is available and will require some level of quality assurance, compilation, formatting, and incorporation into the model input data sets. These data types include hydrogeology, streamflows, groundwater levels, evapotranspiration discharge, water budgets, diversion rates and priorities, and groundwater withdrawal records. However, some pertinent

data will need to be collected in order to fill gaps in available data and provide altitude control and stream-channel geometry.

Hydrogeology

Existing hydrogeologic frameworks will be used to define hydrogeologic units with similar hydraulic properties and to inform and guide model parameter calibration. The middle HRB model will use the hydrogeologic framework described by Plume and Ponce (1999). The lower HRB model will rely on hydrogeologic frameworks developed by Bredehoeft (1963), Cohen (1963), Prudic and Herman (1996), and Maurer and others (2004). In addition, hydrogeologic framework information from non-USGS flow models will be reviewed and evaluated for inclusion, if available.

Streamflow data

Streamflow data along the Humboldt River and some of the major tributaries is available from long-term streamflow gages. The streamflow data will be obtained from the USGS National Water Information system (NWIS). Streamflow data from the Carlin gage will be specified inflow to the middle HRB model for calibration and subsequent model scenarios. Streamflow data from the Comus gage will be specified inflow to the lower HRB model only for calibration. For scenario models, simulated stream outflow from the middle HRB model will be used as inflow to the lower HRB model. Data from other Humboldt River gages within the model domains will be used during the calibration process to help guide determination of hydraulic properties in both models.

Groundwater levels

Groundwater-level data are needed to adjust hydraulic properties of transmissivity and storage during calibration of the flow models. Long-term water level data is available throughout much of the developed areas of the Humboldt River Basin. These data will be obtained from the USGS NWIS database and the State of Nevada Division of Water Resources Water Level database. No new water-level measurements are planned as part of this project.

Evapotranspiration discharge

Estimates of evapotranspiration discharge from riparian and phreatophytic areas are being developed for the period of 1985 – 2015 by DRI. These data will be used during model calibration to help constrain parameter estimates for the MODFLOW Evapotranspiration package and will help constrain simulated water budgets.

Water Budgets

Existing water budget estimates for each hydrographic area within the model domains will be used to help constrain estimated model parameters during model calibration. However, areas rich in hydrologic data and knowledge of aquifer properties may suggest revisions to existing water budget estimates are needed (such as groundwater recharge). The quality and/or reliability of existing data used in model calibration will be evaluated to make judgment on the reliability of existing water budget estimates. If hydrologic data and information are sufficient, water budget estimates will be allowed to deviate from existing estimates to improve model calibration. Simulated water budgets for each hydrographic area will be compared with previous estimates and model suggested revisions will be reported.

Diversion rates with rights in priority

Streamflow-diversion rates for each of the major ranches of the Humboldt River are needed to simulate diversions from the Humboldt River. Diversion flow rates for the full distribution of priority rights on the Humboldt River have been reported in Hennen (1964b). Rights in priority are determined according to observed streamflow at the Palisade gage and existing lookup tables used by the Humboldt River Water Commissioners. Spatial datasets of irrigated lands associated with ranches served by diversions will be developed and used to guide determinations of where unused water is infiltrated.

Groundwater withdrawals and priority of wells

Locations of all irrigation primary and supplemental wells, municipal wells, industrial wells, and aggregated domestic and stock water wells withdrawing more than 5 ac-ft/yr are needed along with priority and withdrawal rates. Well location, depth interval of well screen, and priority dates will be compiled to ensure accurate location and simulation of groundwater stresses. Location of fields irrigated by supplemental wells and their ranch affiliation is also needed. This information will all be provided by the Nevada Division of Water Resources.

Pit lakes

Locations of pit lakes and relation of lake surface area and volume to lake depth are needed along with estimates of open water evaporation and precipitation rates and runoff contributions.

Geographic Information System (GIS) Geospatial Datasets

A variety of GIS geospatial datasets will assist in the construction of the flow models. Much of the required datasets currently exist and are available. Those datasets unavailable or not yet developed will be digitized from historic reports and maps. The expected geospatial datasets include; Digital Elevation Model (DEM), National Hydrologic Dataset, agricultural lands subdivided by source of irrigation water (surface water, groundwater, or both), water-table contours and areas of shallow groundwater depicted in historic figures and plates (Cohen, 1963a; Cohen, 1964a; Cohen, 1964b; Cohen, 1964c; Cohen and others, 1965; Eakin and Lamke, 1966; Harrill and Moore, 1970).

Field work required to support model development

Most of the information and data needed to develop and calibrate the flow models are available. However, some additional field data may be needed to achieve acceptable model accuracy. During model development and calibration, the need for additional data, such as more accurate groundwater level altitudes, may become apparent. However, only the data discussed below are required at this time.

Simulation of groundwater and surface-water interactions requires relatively accurate estimates of groundwater-level altitudes and stream-level altitudes. Stream level, or stage, is simulated in SFR based on Manning's equation (Prudic and others, 2004) which requires stream-reach altitudes, slopes, cross-sectional channel geometry, and Manning's roughness coefficient. Most streamflow gages in the Humboldt River Basin have an established datum within acceptable accuracy and do not require additional surveying. However, some streamflow gages have datums determined from maps with high uncertainties and require more accurate determination. A survey grade GPS system will be used to determine altitudes of uncertain gage datum, stream-channel bottoms and cross sections. Cross sections will be collected at all existing streamflow-

gage sites along the Humboldt River within the model domain, at tributary inflows, and at slope breaks in the Humboldt River stream profile. Separate Manning's roughness coefficients will be assigned to both active (main channel) and inactive (flood plain) stream-channel cross sections and will be determined from existing streamflow measurements at streamflow gages, and through model calibration to match existing stage and discharge relations.

Development of Streamflow Depletion Maps

Streamflow depletion maps (generically known as capture maps) are a mapping tool designed to help characterize the effects of groundwater withdrawal on the timing and rates of streamflow depletion (Leake and others, 2010, Barlow and Leake, 2012). Depletion maps are created through repeated simulations of a calibrated groundwater flow model, where each simulation computes the streamflow depletion as a result of pumping at varying locations over time. The middle and lower HRB models will be used in sequence to evaluate streamflow depletion based on changes in streamflow at the Imlay gage caused by upstream groundwater withdrawals. The time periods proposed for evaluating Humboldt River streamflow depletion are current depletion (2015), and depletion after 10, 25, 50, and 100 years of pumping starting from pre-development conditions in 1961. Locations of groundwater withdrawals will be restricted to basin-fill aquifer units, and consolidated rock units where mine dewatering is or has occurred.

The complexity of the Humboldt River Basin flow system may present unique challenges that can limit the practicality and accuracy of direct interpretation of streamflow depletion from standard streamflow depletion map analysis. This is due to nonlinearities introduced by other head-dependent flow processes, in particular evapotranspiration of shallow groundwater from phreatophytic areas away from the river (this does not include riparian ET), and simulation of unconfined aquifer conditions. Depletion maps are developed by simulating withdrawals in only one model cell at a time. Because of this, depletion maps are likely to represent more efficient capture of groundwater evapotranspiration and less efficient capture of streamflow than is realized by the combined influence of all pumping from areas in which evapotranspiration is a component of the overall capture. This limitation pertains more to areas distant from the Humboldt River and in particular, to areas with shallow groundwater and groundwater evapotranspiration discharge between pumping locations and the river.

One approach for addressing this limitation is to evaluate and present the bias associated with estimation of streamflow depletion from the developed depletion maps. This is done by estimating streamflow depletion for existing distribution of pumping using the streamflow depletion maps and comparing with the streamflow depletion determined from the calibrated model. The difference between these two methods of determining streamflow depletion is the bias associated with use of a non-linear model to develop the depletion map. This bias is a function of the aquifer properties, depth to water table, and distribution of actual pumping. It is anticipated that the overall bias associated with use of non-linear models to develop streamflow depletion maps will be relatively small (<10%). However, this is an area of active research and therefore will be further researched and documented as part of this project.

The bias associated with use of non-linear flow models in determination of streamflow depletion will be researched in collaboration with the Desert Research Institute using a variety of test models that have similar representation to many of the valleys within the Humboldt River system. The test models will simulate groundwater flow in systems containing rivers (and/or streams), groundwater evapotranspiration from shallow groundwater areas adjacent to rivers

(riparian ET) and away from rivers (phreatophyte ET) and a variety of pumping distributions and rates. Bias associated with use of streamflow depletion maps to estimate streamflow depletion will be summarized and then methods applied in a real-life example using an existing model of the Fernley area in Nevada. The Fernley area groundwater flow model was developed and documented by the Desert Research Institute in Stevick and others (2005).

Effect of mine dewatering on Humboldt River streamflows

The impact of existing large-scale mine dewatering that has occurred through 2015 on Humboldt River streamflows will be evaluated using the middle and lower HRB models. Because future mine-dewatering is not known, this evaluation will only be for the impact of historical and current mine-dewatering activity on Humboldt River streamflow. The point of this scenario is to evaluate the long-term impact and recovery from the mine-dewatering that has occurred to date (2015). All mine dewatering is within the domain of the middle HRB model. The lower HRB model will be used to translate the impacts simulated in the middle HRB model to the Imlay gage.

The calibrated middle HRB model will simulate mine dewatering that has occurred from initiation of dewatering around 1990 through the end of the calibration period (end of 2015) for dewatering operations that have pumped greater than an annual average of 1,000 acre-ft for 5 or more years. Starting in 2016, mine dewatering will be specified as 0 over a prediction period of 100 years to evaluate the response and recovery of the hydrologic system. Simulated mine dewatering activities include groundwater withdrawal rates and amounts from dewatering mine locations in the Humboldt River basin, the discharge of this water to areas of use for irrigation, injection as aquifer storage, and/or discharge to streams, and formation of pit lakes after mine dewatering has discontinued. The impact of mine dewatering on Humboldt River streamflow at Imlay gage will be evaluated as the simulated difference in streamflow at the Imlay gage between the calibrated models with reference projection (with mine dewatering simulated) and the same models with mine dewatering not simulated. Results will be presented as cumulative plots of change in streamflow as a result of mine dewatering activity individually for mine operations listed in table 1 as well as in aggregate. It is anticipated that plots will show substantial increase in flows during early periods of mine dewatering when much of the water was being discharged to the Humboldt River or tributaries of the Humboldt River followed by a period of depleted flows as mine dewatering is discontinued and groundwater removed from storage is replenished. Cumulative plots of streamflow accretion and streamflow depletion will be presented separately.

The effect of evaporation from pit lakes will be briefly evaluated. This will be done by creating a scenario in which evaporation from pit lakes is not simulated and calculating the difference in streamflow from the model that simulates evaporation from pit lakes.

Table 1. List of mining operations included in analysis of individual mine-dewatering impacts on Humboldt River streamflows.

Fig. 1 No.	Mine Operation	Basin	2015 Mine status
M1	Lone Tree	Clovers	Inactive
M2	Carlin South Operations	Maggie Creek	Active
M3	Cortez Operations	Crescent Valley	Active
M4	Goldstrike Operations	Boulder Flat	Active
M5	Carlin North Operations	Boulder Flat	Active
M6	Twin Creeks	Kelly Creek	Active
M7	Phoenix	Buffalo Valley	Active
M8	Turquoise Ridge	Kelly Creek	Surface Inactive, Underground Active
M9	Cove-McCoy	Lower Reese River Valley	Inactive/Exploration

Effect of groundwater withdrawals from individual hydrographic areas on Humboldt River depletion.

The cumulative and annual effect of groundwater withdrawals from each hydrographic area on Humboldt River depletion will be evaluated and summarized. This evaluation will be done by taking the difference in simulated streamflow at Imlay gage between the calibrated models – with and without simulated groundwater withdrawals. Groundwater withdrawals will be removed from model simulations one hydrographic area at a time. The major purpose of this evaluation is to estimate the relative impact of groundwater withdrawals from each hydrographic area on the Humboldt River streamflow. This evaluation will also provide a measure of the relative connection of the groundwater systems within each of the hydrographic areas to the Humboldt River.

Predictive Uncertainty

Uncertainty of model predictions will be evaluated through an analysis of sensitivity of response variables to variability in estimates of model parameters (sensitivity analysis). In particular, the sensitivity of estimated Humboldt River depletion to uncertainties of transmissivity and storage properties, maximum groundwater evapotranspiration rate and extinction depth, streambed conductance, and reductions in groundwater recharge and streamflow entering the model domain at Carlin gage as results of potential future climate change, will be evaluated for select locations of groundwater withdrawals. Select locations will be at varying distances from Humboldt River based on existing areas with groundwater withdrawals. The sensitivity of the estimated effect of mine dewatering on Humboldt River streamflow to uncertainty of model parameters will also be evaluated.

QUALITY ASSURANCE

Only minimal field work is planned as part of this project. The field work planned will mainly be survey grade Global Navigation Satellite System (GNSS) work and leveling surveys of stream channel cross sections. All survey data and computations will be reviewed for accuracy. All field

data collected as part of this project will be managed according to USGS Nevada Water Science Center Data Management plan.

Modeling activity will be quality assured through project reviews as well as through a model review process. An initial project review at the very onset of the project will be provided by the USGS Office of Groundwater and one or more Water Science Field Team Groundwater specialists during the triennial review of the Nevada Water Science Center groundwater technical program in September 2015, and again during the evaluation phase of the project sometime during early 2018. Additional Water Science Center project reviews will occur annually or more frequently as needed throughout the life of the project.

Adequacy of model design and calibration will be evaluated collaboratively with hydrologists from Nevada Division of Water Resources and Desert Research Institute. Once Nevada Water Science Center and Nevada Division of Water Resources are satisfied with model design and calibration, the model will undergo additional review by technical experts within the USGS to ensure the model is sufficient for addressing the objectives of this proposal and to ensure the model is defensible.

The models will be archived according to USGS policies and will also be provided through electronic report appendix. Reports will be peer-reviewed and will follow USGS fundamental science practices.

PRODUCTS

Two products are planned for this project. The first product will be a journal article written in collaboration with the Desert Research Institute to develop and document methods and results for evaluating bias associated with use of non-linear groundwater flow models in determination of streamflow depletion. This article will be published in a peer-reviewed journal such as *Groundwater*, *Water Resources Research*, *Journal of Hydrology*, or *Hydrogeology Journal*.

A single four chapter professional paper report with electronic appendices is also planned. Chapter one will provide introduction, problem, purpose, objectives, and overview of approach. Chapter two will provide background, description of hydrologic system, and document construction, calibration, and results of middle HRB model. Chapter three will provide background, description of hydrologic system, and document construction, calibration, and results of lower HRB model. Chapter four will document effects of groundwater withdrawals, mine dewatering, and existing groundwater withdrawals from individual hydrographic areas on Humboldt River streamflow at Imlay and will include depletion map analysis and figures. The middle and lower HRB model archives will be provided as an electronic appendix. A simple executable tool that queries the depletion map datasets for estimated streamflow depletion based on location will also be provided as an electronic appendix.

PROJECT SCHEDULE

The 4.25 year study is planned to start during summer of 2015 and be completed by the end of September 2019. Table 2 below provides a general timeline for the major tasks of the study.

Table 2. Project schedule for completion of major study tasks.

[Quarters are based on Fiscal Federal Year. 1st quarter is Oct-Dec, 2nd quarter is Jan-Mar, 3rd quarter is Apr-Jun, and 4th quarter is Jul-Sep. **Abbreviations:** **PP**, Professional Paper; **HA**, Hydrographic Area; **NSE**, Nevada State Engineer]

Task	FY15	FY16				FY17				FY18				FY19				
	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	
Field work		x				x												
Develop model input datasets	x	x	x	x	x	x	x											
Model calibration						x	x	x	x									
Journal Article draft			x	x	x													
Journal Article Acceptance																		x
PP Chapters 1 - 3 draft			x	x	x	x	x	x	x									
PP chapters review and processing										x	x	x	x					
Depletion map development										x	x							
Mine dewatering evaluation											x	x						
HA evaluation											x	x						
PP Chapter 4 draft										x	x	x	x					
PP Ch 4 report review and processing																		x
Final PP report publication																		x
Quarterly progress reports to NSE		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Annual progress update to stakeholders		x				x				x				x				x

PERSONNEL

Project personnel consist of a 0.5 Full Time Equivalent (FTE) senior hydrologist/modeler and project chief (Allander; GS13), 1 part-time USGS emeritus (Prudic, retired), 1 FTE modeler (GS12), 0.5 FTE code writer/developer (GS11), 0.25 FTE GIS analyst (GS11), and a 0.06 FTE field technician (GS9).

BUDGET

The overall cost for this project is approximately \$1.99 million. Table 3 summarizes the cost by major category, fiscal year, and cost share by agency.

Table 3. Budget itemized by cost categories and cost share by agency.

Cost Category	FY15	FY16	FY17	FY18	FY19	Total
Labor	\$20,700	\$506,900	\$532,300	\$489,800	\$370,800	\$1,920,500
Travel	\$0	\$8,600	\$7,600	\$5,600	\$5,600	\$27,400
Equipment and Supplies	\$0	\$1,200	\$1,200	\$0	\$0	\$2,400
Report Processing	\$0	\$0	\$2,200	\$22,400	\$16,800	\$41,400
Total	\$20,700	\$516,700	\$543,300	\$517,800	\$393,200	\$1,991,700

Funding	FY15	FY16	FY17	FY18	FY19	Total
USGS Funding (50.0%) ¹	\$10,350	\$258,350	\$271,650	\$258,900	\$196,600	\$995,850
NDWR Funding (50.0%)	\$10,350	\$258,350	\$271,650	\$258,900	\$196,600	\$995,850

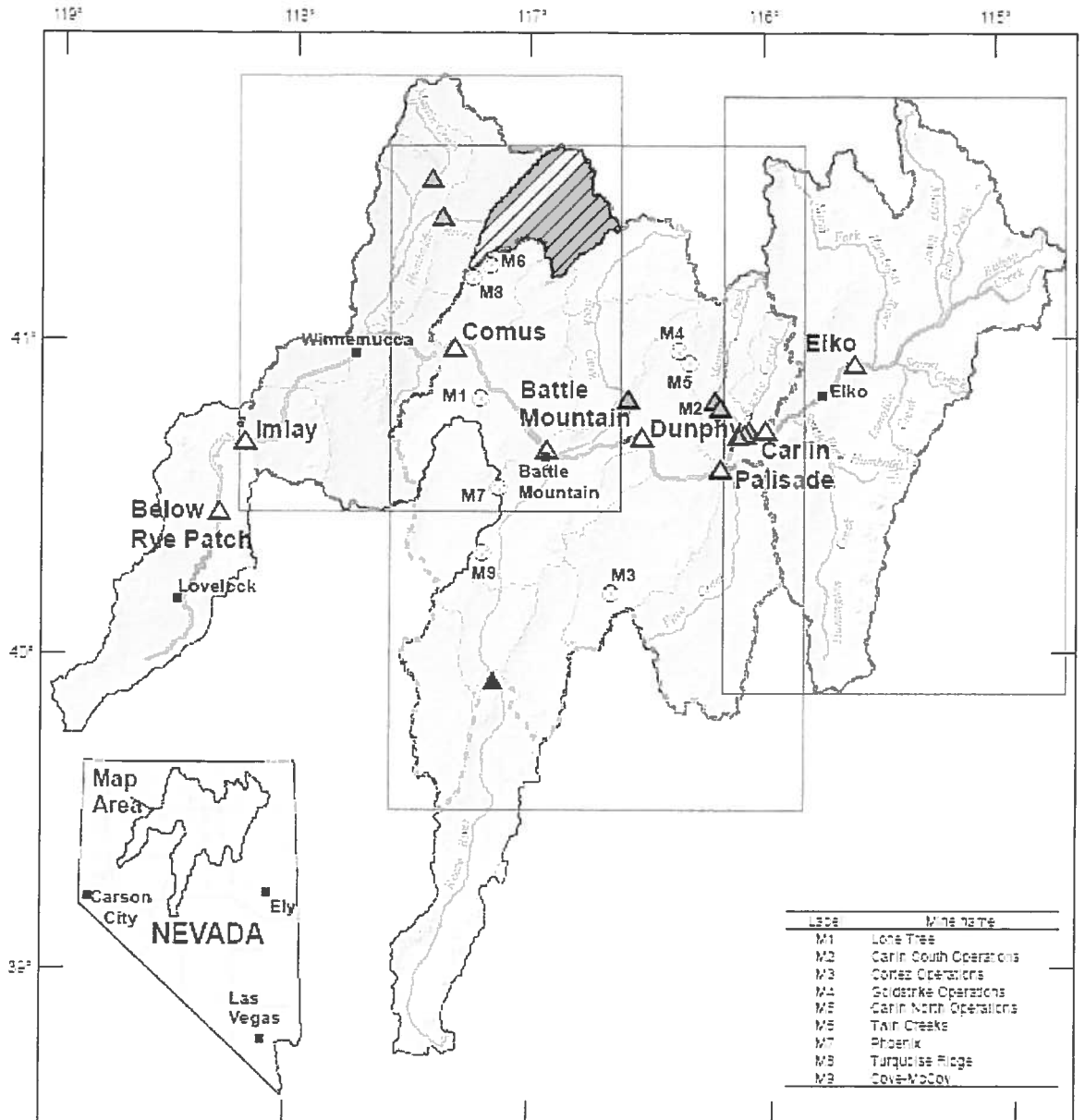
¹ - USGS will provide up to 50% funding match based on availability of funds from the cooperative water program. The USGS currently anticipates matching 50% in FY15 and FY16. Availability of matching funds in FY17 through FY19 is dependent on US government budget appropriation. In the unlikely event that USGS cooperative funds become unavailable; project plans, details, and costs may be renegotiated with NDWR.

Although the size and complexity of the middle HRB model is substantially greater than the lower HRB model, the distribution of cost and work effort between the two models will be similar. This is due to leveraging of an existing model for the middle HRB. The middle HRB model will consist of 4-layers and includes simulation of groundwater flow in consolidated rock units whereas the lower HRB model is a 3-layer model and does not simulate groundwater flow in consolidated rock units. The middle HRB model simulates groundwater flow for 16 hydrographic areas whereas the lower HRB simulates groundwater flow in only 6 hydrographic areas. The middle HRB model has 4 perennial tributaries that maintain connection with the Humboldt River whereas the lower HRB model has no tributaries that remain connected. Because development of the middle HRB model will start from an existing model that has largely been developed, the majority of work will be on updating and revising the model datasets, modifying the streamflow routing package so that diversions for irrigation can be simulated, and recalibration of model parameters. A substantial effort will also be made to ensure that simulated withdrawals are consistent with estimates being developed by the Nevada Division of Water Resources along with any other water-use data relevant to the model. Additionally, hydraulic properties will need to be redistributed throughout the model domain to reflect inherent heterogeneity using pilot points. The current middle HRB model assumes homogeneous properties within hydrogeologic zones, which is often not a reasonable assumption. It is estimated that by leveraging the existing middle HRB model, substantial time and cost reductions will be realized. Overall, it is estimated that 50% of time and costs associated with this work will be directed to the middle HRB model and 50% of time and effort will be associated with the lower HRB model.

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Base from U.S. Geological Survey digital data, 2013.
 Universal Transverse Mercator projection, Zone 11
 North American Datum of 1983
 Shaded-relief base from 10-meter National Elevation
 Data, 2013; sun-illumination from the northwest at
 45 degrees above the horizon

EXPLANATION

- Lower Humboldt River Basin model domain
- Lower Humboldt model grid
- Middle Humboldt River Basin model domain
- Middle Humboldt model grid
- Upper Humboldt River Basin model domain (DRI)
- Upper Humboldt model grid (DRI)
- Model overlap area
- Head-dependent boundaries
- Humboldt River
- Tributary
- Humboldt River real-time gage
- Tributary real-time gage
- Historic tributary gage
- Mine dewatering

Figure 1. Location, extent, and boundary conditions for the middle and lower Humboldt River Basin models, central Nevada and extent of upper Humboldt River Basin model.

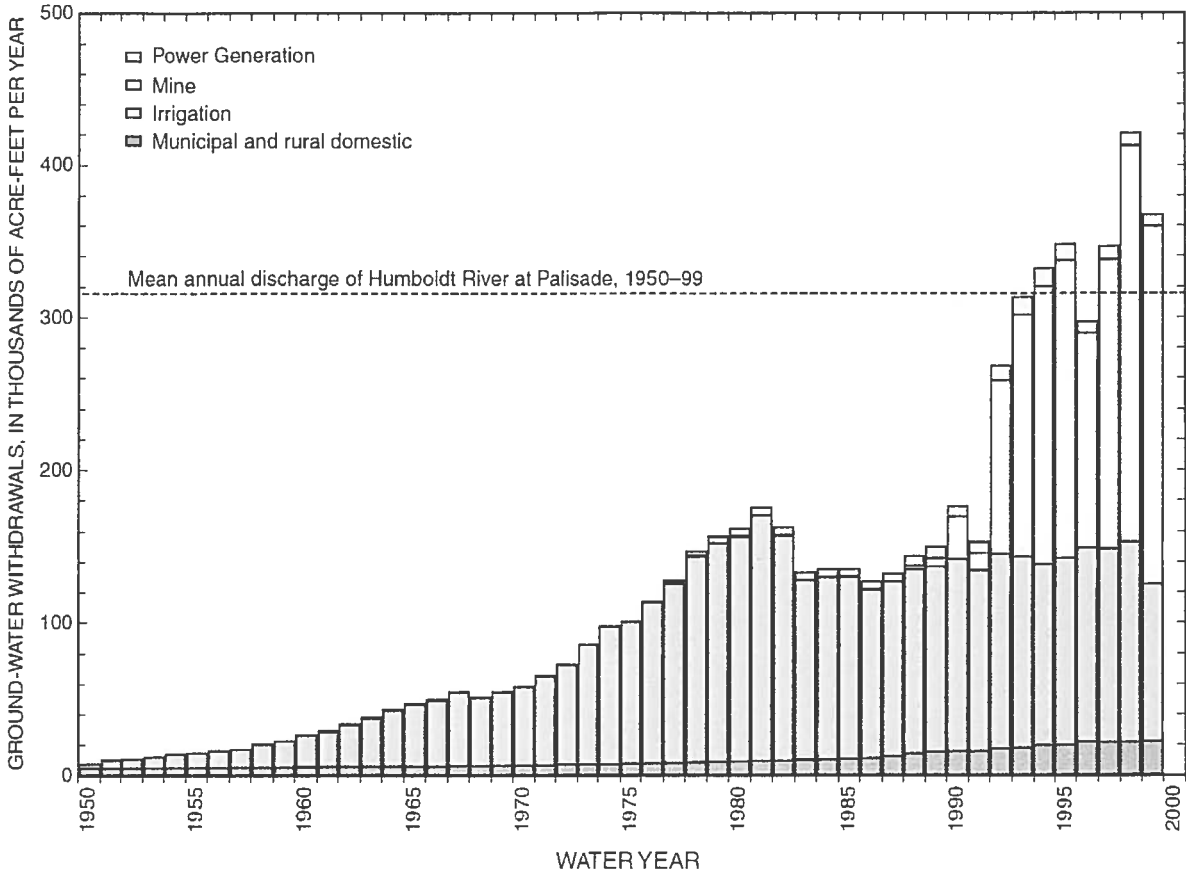


Figure 2. Estimates of total annual groundwater withdrawals (consumptive and non-consumptive use) in the Humboldt River Basin above Rye Patch Reservoir, 1950 – 99 (from Prudic, 2007).

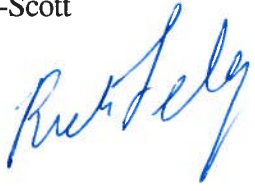


**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
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INTEROFFICE MEMORANDUM

To: Sherri Barkdull
Micheline Fairbank
Audrey Brooks-Scott

From: Rick Felling 

Subject: U.S. Geological Survey Joint Funding Agreement No. 16WSNV00800, Humboldt River Basin Modeling Studies

Date: December 1, 2015

Accompanying this memorandum is a new Joint Funding Agreement (JFA) and associated documents for modeling studies in the Humboldt River Basin. The contract start date is October 1, 2015 and the end date is September 30, 2019. We ask that this JFA be made retroactive to October 1, 2015. Funds have already been expended by the USGS at our request to attend public workshops to present the project proposals to stakeholders and interested public. Other work completed by the USGS has occurred at our request due to an extremely short contract period (by USGS standards) and our desire to complete this project on time.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **17290**

Agency Name:	B&I - MANUFACTURED HOUSING DIV	Legal Entity Name:	BUREAU VERITAS NORTH AMERICA
Agency Code:	754	Contractor Name:	BUREAU VERITAS NORTH AMERICA
Appropriation Unit:	3814-04	Address:	INC 180 PROMENADE CIR, SUITE 150
Is budget authority available?:	Yes	City/State/Zip:	SACRAMENTO, CA 95834-2939
If "No" please explain:	Not Applicable	Contact/Phone:	ISAM HASENIN 858-436-4159
		Vendor No.:	T27026537A
		NV Business ID:	NV20061131022

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Licenses and Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **BVNA**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **01/2016**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2019**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Building Inspections**

5. Purpose of contract:

This is a new contract that continues ongoing inspection services of mobile/manufactured homes and other related structures statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$220,000.00**

Other basis for payment: The State charges fees for inspections, and these fees offset the cost of this contract

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are pursuant to NRS 461 and 489, and NAC 461 and 489, and all other codes adopted by reference to NAC 461.205 and NAC 489.177.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Division employs inspectors to perform these functions. However, there are occasions wherein the Division has inspection requests and staff is unable to perform those inspections due to workload or the requirement for overtime related to inspections of rural areas. Utilizing the vendor for such cases will allow the Division to meet statutory inspection requirements, serve constituents in a timely manner, and reduce wear and tear on agency owned vehicles.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):

Interwest Group
CSG Consultants
JAS Pacific
Charles Abbott Associates, Inc.

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Two companies responded to the solicitation, and an evaluation committee opted to award to both companies

d. Last bid date: 09/28/2015 Anticipated re-bid date: 08/28/2019

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	aallen	12/07/2015 16:34:33 PM
Division Approval	aallen	12/07/2015 16:34:35 PM
Department Approval	vmilazz1	12/07/2015 17:35:09 PM
Contract Manager Approval	doconno	12/08/2015 11:13:46 AM
Budget Analyst Approval	amccalla	12/15/2015 14:54:30 PM
BOE Agenda Approval	lfree1	12/15/2015 15:01:02 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: **17305**

Agency Name: B&I - MANUFACTURED HOUSING DIV	Legal Entity Name: CHARLES ABBOTT ASSOCIATES, INC.
Agency Code: 754	Contractor Name: CHARLES ABBOTT ASSOCIATES, INC.
Appropriation Unit: 3814-04	Address: 27401 LOS ALTOS STE 220
Is budget authority available?: Yes	City/State/Zip: MISSION VIEJO, CA 92691-6316
If "No" please explain: Not Applicable	Contact/Phone: BUSTER SCHOLL 949-279-4241
	Vendor No.: T29031774
	NV Business ID: NV20071306494

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Licenses and Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2019**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Building Inspections**

5. Purpose of contract:

This is a new contract that continues ongoing inspection services of mobile/manufactured homes and other related structures statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$220,000.00**

Other basis for payment: The State charges fees for inspections and these fees offset the cost of this contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are pursuant to NRS 461 and 489, and NAC 461 and 489, and all other codes adopted by reference to NAC 461.205 and NAC 489.177

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Division employs inspectors to perform these functions. However, there are occasions wherein the Division has inspection requests and staff is unable to perform those inspections due to workload or the requirement for overtime related to inspections of rural areas. Utilizing the vendor for such cases will allow the Division to meet statutory inspection requirements, serve constituents in a timely manner, and reduce wear and tear on agency owned vehicles.

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?

Two companies responded to the solicitation, and an evaluation committee opted to award to both companies.

d. Last bid date: 09/28/2015 Anticipated re-bid date: 09/28/2019

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:

Beginning in January of 2013 and continuing through December 2015, CAA has effectively fulfilled obligations of the agreement and needs of the State of Nevada Manufactured Housing Division, with a Vendor performance rating of Standard.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	aallen	12/07/2015 16:35:13 PM
Division Approval	aallen	12/07/2015 16:35:18 PM
Department Approval	vmilazz1	12/07/2015 17:40:04 PM
Contract Manager Approval	doconno	12/08/2015 11:13:57 AM
Budget Analyst Approval	amccalla	12/09/2015 11:25:22 AM
BOE Agenda Approval	lfree1	12/15/2015 15:08:40 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 15059	Amendment Number: 3	
Agency Name: DEPARTMENT OF MOTOR VEHICLES	Legal Entity Name: Regional Transportation Commission of Southern Nevada	Contractor Name: Regional Transportation Commission of Southern Nevada
Agency Code: 810	Address: 600 S Grand Central PKWY #350	
Appropriation Unit: 4715-10	City/State/Zip: Las Vegas, NV 89106-4512	
Is budget authority available?: Yes	Contact/Phone: null702-676-1500	
If "No" please explain: Not Applicable	Vendor No.: T29032694	
	NV Business ID: Governmental Entity	

To what State Fiscal Year(s) will the contract be charged? **2014-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
X Highway Funds	100.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/12/2013**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **08/31/2017**

Termination Date:

Contract term: **6 years and 231 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **AB413-Costs**

5. Purpose of contract:

This is the third amendment to the original interlocal revenue contract, which provides for the reimbursement by the Commission for the costs incurred by the department to establish and administer a system to collect gross indexed motor vehicle and special fuel taxes imposed by Clark County pursuant to AB413 of the 77th Legislative Session. This amendment extends the termination date from August 31, 2017 to June 30, 2020 and increases the maximum amount from \$413,072.80 to \$538,072.80 due to the Commission agreeing to pay \$125,000 into an interest-bearing trust account established by the department to be used as funding for the costs incurred by the department to administer the reimbursement system. Authority to set up the interest bearing account is NRS 373.087.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	
1. The max amount of the original contract:	\$257,275.14	\$0.00	\$0.00	Yes - Action
a. Amendment 1:	\$49,876.06	\$49,876.06	\$49,876.06	Yes - Info
b. Amendment 2:	\$105,921.60	\$105,921.66	\$155,797.66	Yes - Action
4. Amount of current amendment (#3):	\$125,000.00	\$125,000.00	\$125,000.00	Yes - Action
5. New maximum contract amount:	\$538,072.80			
and/or the termination date of the original contract has changed to:	06/30/2020			

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to AB413 that was passed during the 77th Legislative Session.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This contract is between state and local government.

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

Regional Transportation Commission of Southern Nevada is a governmental entity.

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	bmacke1	11/20/2015 13:06:19 PM
Division Approval	bmacke1	11/20/2015 13:06:23 PM
Department Approval	akeillor	11/20/2015 14:03:27 PM
Contract Manager Approval	hazevedo	11/20/2015 14:28:10 PM
Budget Analyst Approval	pnicks	11/24/2015 14:01:04 PM
BOE Agenda Approval	jburry	12/16/2015 12:12:42 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: **17278**

Agency Name: DETR - REHABILITATION DIVISION	Legal Entity Name: DISABLED MOBILITY SYSTEMS LLC
Agency Code: 901	Contractor Name: DISABLED MOBILITY SYSTEMS LLC
Appropriation Unit: 3265-09	Address: DBA BETTER LIFE MOBILITY CNTR 2100 S DECATUR BLVD
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89102
If "No" please explain: Not Applicable	Contact/Phone: null702/876-9606
	Vendor No.: T81042999
	NV Business ID: NV19981029551
To what State Fiscal Year(s) will the contract be charged?	2017-2019

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	21.30 %	Fees	0.00 %
X Federal Funds	78.70 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **2001-19-REHAB/ RFP#3111RA**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **12/2016**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2018**

Contract term: **1 year and 272 days**

4. Type of contract: **Contract**

Contract description: **Vehicle Mods**

5. Purpose of contract:

This is a new contract to continue ongoing services for modifying and converting new and used vehicles for vocational rehabilitation clients. Modifications/conversions include structural vehicle modifications; installation of mobility equipment and devices including customized and advanced adaptive driving equipment and controls; installation of high tech driving systems; adjustments to fit required equipment to specific needs and equipment repair services as needed.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$225,000.00**

Other basis for payment: Due to the nature and extent of work varying for each vehicle, contractor will be requested to submit cost quotes prior to each vehicle modification.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Rehabilitation Act of 1973 as amended (section 7(30) and 29 U.S.C. 705 (30)), 34 CFR Part 361, The Americans With Disabilities Act as amended, The Workforce Investment Act of 1998 as amended (Section 188), 29 CFR Part 37, Title VI and VII of the Civil Rights Act of 1964 as amended.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No state agencies or employees have the equipment or the experience to provide these services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Ability Center
A Better Life Mobility
JoDog Safety Innovations

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3111RA, 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: 05/21/2014 Anticipated re-bid date: 05/21/2018

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 vendor has been performing satisfactory service since March 2007 for the Department of Employment, Training and Rehabilitation.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	jmcentee	11/17/2015 07:58:45 AM
Division Approval	shendren	11/18/2015 17:25:06 PM
Department Approval	mcost1	11/25/2015 08:16:13 AM
Contract Manager Approval	kwynands	11/25/2015 12:48:38 PM
Budget Analyst Approval	tgreenam	12/01/2015 09:18:46 AM
BOE Agenda Approval	sbrown	12/18/2015 09:14:53 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 17226	Amendment Number: 1
Agency Name: PUBLIC EMPLOYEES' BENEFITS	Legal Entity Name: KPS3
Agency Code: 950	Contractor Name: KPS3
Appropriation Unit: 1338-04	Address: 50 W. Liberty Street Ste. 640
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89501
If "No" please explain: Not Applicable	Contact/Phone: null775/686-7402
	Vendor No.: PUR0004720
	NV Business ID: NV19941094961

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % 63% State Subsidy/ 37% Premium Revenue

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/06/2015**

Anticipated BOE meeting date: 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **11/01/2016**

Contract term: **360 days**

4. Type of contract: **Contract**

Contract description: **Website Redesign**

5. Purpose of contract:
This is the first amendment to the original contract, which provides for an agency website redesign. This amendment increases the maximum amount from \$48,800 to \$65,775 due to an increased scope of work to enhance website tools and functionality.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$48,800.00	\$0.00	\$48,800.00	Yes - Info
4. Amount of current amendment (#1):	\$16,975.00	\$16,975.00	\$16,975.00	Yes - Action
5. New maximum contract amount:	\$65,775.00			

II. JUSTIFICATION

7. What conditions require that this work be done?
PEBP wishes to improve and centralize access to its online services and provide accessibility for mobile users. In addition, for the website to be useful it must be kept current and PEBP needs a platform which will allow easy maintenance by staff.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
PEBP does not have the resources to perform this level of complex web 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: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Per NRS 332.195, PEBP is authorized for the joint use of a governmental contract previously awarded by Department of Conservation and Natural Resources.

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:

1994 to present: Nevada Division of Industrial Relations, Safety Consultation and Training Section, service satisfactory.
1997 to 1999 and 2003 to 2004: Nevada Commission on Economic Development, service satisfactory.
2002 to 2006: Nevada Rangeland Resource Commi8ssion, service satisfactory.
2006 to present: Nevada System of Higher Education, service satisfactory.
2010 to present: Nevada Department of Health and Human Services, service satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ceaton	12/08/2015 08:45:11 AM
Division Approval	ceaton	12/08/2015 08:45:14 AM
Department Approval	mstron1	12/09/2015 09:13:03 AM
Contract Manager Approval	mstron1	12/09/2015 09:13:06 AM
Budget Analyst Approval	knielsen	12/10/2015 09:22:17 AM
BOE Agenda Approval	nhovden	12/15/2015 12:36:14 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **17293**

Agency Name:	BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	ALLISON MACKENZIE PAVLAKIS
Agency Code:	BDC	Contractor Name:	ALLISON MACKENZIE PAVLAKIS
Appropriation Unit:	B008 - All Categories	Address:	WRIGHT & FAGAN LTD 402 N DIVISION ST
Is budget authority available?:	Yes	City/State/Zip:	CARSON CITY, NV 89703-4168
If "No" please explain:	Not Applicable	Contact/Phone:	null775/687-0202
		Vendor No.:	T27028870
		NV Business ID:	NV19781001597

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Agency Funds

Agency Reference #: 2015-02

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2017**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Legal Services**

5. Purpose of contract:

This is a new contract to provide the ongoing services of skilled and experienced legal counsel.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$280,000.00**

Payment for services will be made at the rate of \$275.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board requires legal services and representation.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Some of the legal services and representation needed by the Board is not provided by the Attorney General's Office and must, therefore, be obtained through the retention of private, outside counsel.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Best combination of skills, knowledge, expertise, and price.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevada State Board of Professional Engineers and Land Surveyors - service was satisfactory; Nevada State Board of Accountancy - service was verified to be 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	55443282	11/25/2015 13:34:26 PM
Division Approval	55443282	11/25/2015 13:34:30 PM
Department Approval	55443282	11/25/2015 13:34:33 PM
Contract Manager Approval	55443282	11/25/2015 13:34:35 PM
Budget Analyst Approval	amccalla	12/11/2015 10:51:13 AM
BOE Agenda Approval	lfree1	12/15/2015 11:48:43 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17313**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: CTL, Inc.
Agency Code: MSA	Contractor Name: CTL, Inc.
Appropriation Unit: 9999 - All Categories	Address:
Is budget authority available?: Yes	City/State/Zip: Beaverton, OR 9705
If "No" please explain: Not Applicable	Contact/Phone: Mike Mahanay 800-642-3087
	Vendor No.:
	NV Business ID: NV20071438226

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % various

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2017**

Contract term: **1 year and 180 days**

4. Type of contract: **MSA**

Contract description: **Nevada 21 Program**

5. Purpose of contract:

This is a new participating addendum to execute a statewide learning technology initiative based on the Nevada Ready 21 Plan. The State of Nevada intends to participate in the NASPO ValuePoint Learning Technology Initiative multi-state contract. The program will provide personal learning devices for every middle and high school student and teacher, and the ongoing professional learning to guide their transformation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

In order to execute a statewide learning technology initiative based on the Nevada Ready 21 Plan, the State of Nevada intends to participate in the NASPO ValuePoint Learning Technology Initiative multi-state contract.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the staffing or expertise available to perform these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Informal RFP to meet Nevada requirements.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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	ldeloach	12/07/2015 15:58:43 PM
Division Approval	ldeloach	12/07/2015 15:58:46 PM
Department Approval	ldeloach	12/07/2015 15:58:50 PM
Contract Manager Approval	rmille8	12/07/2015 16:00:55 PM
Budget Analyst Approval	sbrown	12/21/2015 14:47:12 PM
BOE Agenda Approval	sbrown	12/21/2015 14:53:38 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: **13302** Amendment Number: **1**

Agency Name: **STATE PUBLIC WORKS DIVISION** Legal Entity Name: **ACCURATE PAINTING, INC.**

Agency Code: **082** Contractor Name: **ACCURATE PAINTING, INC.**

Appropriation Unit: **1349-12** Address: **5366 MELINDA LANE**

Is budget authority available?: **Yes** City/State/Zip: **SUN VALLEY, NV 89433-7732**

If "No" please explain: Not Applicable Contact/Phone: null775/673-0460

Vendor No.: T29029999

NV Business ID: NV19991177580

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Buildings and Grounds building rental fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/05/2012**

Anticipated BOE meeting date 11/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **05/31/2016**

Contract term: **3 years and 361 days**

4. Type of contract: **Contract**

Contract description: **Painting Services**

5. Purpose of contract:

This is the first amendment to the original contract, which continues ongoing painting services to various state buildings in the Reno/Carson City area on an as needed basis upon the request and approval of a Buildings and Grounds designee. This amendment will increase the maximum amount from \$24,500 to 42,500 due to upcoming projects at various state owned buildings.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$24,500.00	\$0.00	\$24,500.00	Yes - Info
4. Amount of current amendment (#1):	\$18,000.00	\$18,000.00	\$18,000.00	Yes - Info
5. New maximum contract amount:	\$42,500.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

State offices require paint services.

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):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is one of multiples contracts for painting services on file. Per SAM 0338.0, each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 03/01/2012 Anticipated re-bid date: 03/01/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2009-2015, Buildings and Grounds, Service Satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	11/18/2015 07:57:52 AM
Division Approval	csweeney	11/18/2015 07:57:56 AM
Department Approval	csweeney	11/18/2015 07:57:59 AM
Contract Manager Approval	ssands	12/01/2015 13:40:16 PM
Budget Analyst Approval	jrodrig9	12/08/2015 12:52:07 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17269**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: VORTEX INDUSTRIES, INC.
Agency Code: 082	Contractor Name: VORTEX INDUSTRIES, INC.
Appropriation Unit: 1349-12	Address: 3198 AIRPORT LOOP STE M
Is budget authority available?: Yes	City/State/Zip: COSTA MESA, CA 92626-3407
If "No" please explain: Not Applicable	Contact/Phone: null714/436-7059
	Vendor No.: T27009348
	NV Business ID: NV19941094581

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Buildings and Grounds building rent income fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/09/2016**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/08/2020**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Overhead Doors**

5. Purpose of contract:

This is a new contract that continues ongoing door and window installation and repair services for state-owned buildings in the Las Vegas area.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

It is necessary for doors and entry ways to state buildings to be in working condition for the safety of employees and visitors.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of manpower, equipment and expertise

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Per SAM 0338.0, each contractor will be contacted to submit bids on projects. Pursuant to NRS 338.13862, Buildings and Grounds is using a Public Works board pre-qualified bidder.

d. Last bid date: 10/15/2015 Anticipated re-bid date: 10/15/2019

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:

with DETR from 2008 to current--service satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	11/20/2015 07:38:05 AM
Division Approval	csweeney	11/20/2015 07:38:08 AM
Department Approval	csweeney	11/20/2015 07:38:12 AM
Contract Manager Approval	ssands	11/20/2015 07:46:47 AM
Budget Analyst Approval	jrodrig9	11/25/2015 16:56:36 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: **17289**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: ENGINEERING PARTNERS, LLC
Agency Code: 082	Contractor Name: ENGINEERING PARTNERS, LLC
Appropriation Unit: 1535-12	Address: 4775 W. TECO AVENUE SUITE 230
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89118-4361
If "No" please explain: Not Applicable	Contact/Phone: null702/442-0862
	Vendor No.: T27032644
	NV Business ID: NV20121610178

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 109852

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/26/2015**
Anticipated BOE meeting date 12/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **3 years and 216 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional mechanical/electrical engineering and design services for the HVAC Systems Renovations to buildings 1301-1306 at the Desert Regional Center in Las Vegas: CIP Project No. 15-M18; SPWD Contract No. 109852.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$29,300.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	11/24/2015 14:41:37 PM
Division Approval	dgrimm	11/24/2015 14:41:40 PM
Department Approval	dgrimm	11/24/2015 16:10:36 PM
Contract Manager Approval	dgrimm	11/24/2015 16:10:39 PM
Budget Analyst Approval	jrodrig9	11/25/2015 16:54:17 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17300**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: JBA CONSULTING ENGINEERS, INC.
Agency Code: 082	Contractor Name: JBA CONSULTING ENGINEERS, INC.
Appropriation Unit: 1565-69	Address: 5155 W. PATRICK LANE SUITE 100
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89118-2828
If "No" please explain: Not Applicable	Contact/Phone: null702/362-9200
	Vendor No.: T80928382
	NV Business ID: NV19661000733

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	99.00 %
Highway Funds	0.00 %	X Other funding	1.00 % Transfer from Capital Projects Fund - Reallocated Bond Funding

Agency Reference #: 109850

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/08/2015**
Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**
Contract term: **3 years and 204 days**

4. Type of contract: **Contract**
Contract description: **Arch/Eng Serv**

5. Purpose of contract:
This is a new contract to provide professional architectural/engineering services to replace rooftop units at the Florence McClure Women's Correctional Center, CIP Project No. 15-M05, SPWD Contract No. 109850.

6. NEW CONTRACT
The maximum amount of the contract for the term of the contract is: **\$49,000.00**
Other basis for payment: monthly progress payments based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?
2015 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**
Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):
Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/01/2015 16:04:25 PM
Division Approval	dgrimm	12/01/2015 16:04:28 PM
Department Approval	dgrimm	12/01/2015 16:13:18 PM
Contract Manager Approval	dgrimm	12/01/2015 16:13:22 PM
Budget Analyst Approval	jrodrig9	12/08/2015 12:59:45 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: **17323**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: FRAME ARCHITECTURE, INC.
Agency Code: 082	Contractor Name: FRAME ARCHITECTURE, INC.
Appropriation Unit: 1585-40	Address: 8985 DOUBLE DIAMOND PKWY SUITE B8
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89521-4879
If "No" please explain: Not Applicable	Contact/Phone: null775/827-9977
	Vendor No.: T29014981
	NV Business ID: NV20031302154

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	79.00 %
Highway Funds	0.00 %	X Other funding	21.00 % transfer from Capital Projects Fund

Agency Reference #: 109904

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/18/2015**

Anticipated BOE meeting date 12/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **3 years and 194 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the roof replacement project at the Sierra Regional Center, buildings 602 to 605: CIP Project No. 15-S01-9; SPWD Contract No. 109904.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/09/2015 16:00:18 PM
Division Approval	dgrimm	12/09/2015 16:00:20 PM
Department Approval	dgrimm	12/09/2015 16:00:23 PM
Contract Manager Approval	dgrimm	12/09/2015 16:06:49 PM
Budget Analyst Approval	jrodrig9	12/18/2015 14:56:02 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: **17316**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION Agency Code: 082 Appropriation Unit: 1585-28 Is budget authority available?: Yes If "No" please explain: Not Applicable	Legal Entity Name: PAUL CAVIN ARCHITECT, LLC Contractor Name: PAUL CAVIN ARCHITECT, LLC Address: 51 MARILYN MAE DR City/State/Zip: SPARKS, NV 89441-6236 Contact/Phone: null775/842-0261 Vendor No.: T29033842 NV Business ID: NV20131182382
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To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 109882

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/18/2015**
 Anticipated BOE meeting date 12/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**
 Contract term: **3 years and 194 days**

4. Type of contract: **Contract**
 Contract description: **Arch/Eng**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Lake's Crossing psychiatric hospital Americans with Disabilities Act upgrades project: CIP Project No. 15-S02-1; SPWD Contract No. 109882.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,690.00**
 Other basis for payment: monthly progress payments based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**
 Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/09/2015 14:54:57 PM
Division Approval	dgrimm	12/09/2015 14:55:00 PM
Department Approval	dgrimm	12/09/2015 14:55:04 PM
Contract Manager Approval	dgrimm	12/09/2015 16:05:45 PM
Budget Analyst Approval	jrodrig9	12/18/2015 14:55:02 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: **17317**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: ETCHEMENDY ENGINEERING, INC.
Agency Code: 082	Contractor Name: ETCHEMENDY ENGINEERING, INC.
Appropriation Unit: 1590-66	Address: 10597 DOUBLE R BLVD.
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89521-8937
If "No" please explain: Not Applicable	Contact/Phone: null775/853-1131
	Vendor No.: T29033764
	NV Business ID: NV20111683017

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 109877

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/21/2015**

Anticipated BOE meeting date 12/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **3 years and 191 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services to the air handling unit replacement project for the Blasdel Building in Carson City: CIP Project No. 15-M24; SPWD Contract No. 109877.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$28,850.00**

Other basis for payment: monthly progress payments based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/09/2015 14:07:15 PM
Division Approval	dgrimm	12/09/2015 14:07:17 PM
Department Approval	dgrimm	12/09/2015 14:07:25 PM
Contract Manager Approval	dgrimm	12/18/2015 11:06:01 AM
Budget Analyst Approval	jrodrig9	12/18/2015 14:53:52 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17288**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: ROUNDS ENGINEERING, LTD
Agency Code: 082	Contractor Name: ROUNDS ENGINEERING, LTD
Appropriation Unit: 1590-64	Address: DBA, CR ENGINEERING 5434 LONGLEY LN
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511-1879
If "No" please explain: Not Applicable	Contact/Phone: null775/826-1919
	Vendor No.: T29024113
	NV Business ID: NV20041355601

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 109856

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/26/2015**

Anticipated BOE meeting date 12/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **3 years and 216 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services to replace chillers and boilers at the Supreme Court Building in Carson City: CIP Project No. 15-M22; SPWD Contract No. 109856.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,000.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	11/23/2015 15:45:36 PM
Division Approval	dgrimm	11/23/2015 15:45:38 PM
Department Approval	dgrimm	11/23/2015 15:45:42 PM
Contract Manager Approval	dgrimm	11/23/2015 16:07:30 PM
Budget Analyst Approval	jrodrig9	11/25/2015 16:55:03 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: **17285**

Agency Name:	ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name:	ENGINEERING PARTNERS, LLC
Agency Code:	082	Contractor Name:	ENGINEERING PARTNERS, LLC
Appropriation Unit:	All Appropriations	Address:	4775 W. TECO AVENUE SUITE 255
Is budget authority available?:	No	City/State/Zip	LAS VEGAS, NV 89118-4361
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. For this contract the funding and expenditure authority will be the Account 3148, expenditure category 95, HVAC replacement.		Contact/Phone:	null702/442-0862
		Vendor No.:	T27032644
		NV Business ID:	NV20121610178

To what State Fiscal Year(s) will the contract be charged?

2016-2020

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Agency funded CIP

Agency Reference #: 109774

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/25/2015**

Anticipated BOE meeting date 01/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2020**

Contract term: **4 years and 218 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional engineering and design services to replace HVAC units in the administration building and housing units 1 and 2 at Summit View Youth Center in North Las Vegas. CIP Project No. 16-A012; SPWD Contract No. 109774.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$36,000.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2016 Agency CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	11/23/2015 16:03:58 PM
Division Approval	dgrimm	11/23/2015 16:04:00 PM
Department Approval	dgrimm	11/23/2015 16:04:03 PM
Contract Manager Approval	dgrimm	11/23/2015 16:04:15 PM
Budget Analyst Approval	jrodrig9	11/25/2015 16:55:55 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: **17080**

Agency Name: ADMIN - HEARINGS AND APPEALS DIVISION	Legal Entity Name: CARA L. BROWN
Agency Code: 089	Contractor Name: CARA L. BROWN
Appropriation Unit: 1015-04	Address: 3840 RUSSET FALLS STREET
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89129
If "No" please explain: Not Applicable	Contact/Phone: CARA BROWN 702/882-0226
	Vendor No.: T27038150
	NV Business ID: NV20151512744

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % ASSESSMENTS

Agency Reference #: **ASD #1995372**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2015**

Anticipated BOE meeting date **01/2016**

Retroactive? **Yes**

If "Yes", please explain

This contractor was appointed by the Governor on August 17, 2015. Due to the critical need and backlog of cases, the contractor began work on September 1, 2015. The soonest the Division was able to finalize the contract documents, obtain all signatures, and submit for approval was October 26, 2015.

3. Termination Date: **08/31/2017**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Spec Appeals Officer**

5. Purpose of contract:

This is a new contract which provides services as an appointed Special Appeals Officer for the Division of Hearings & Appeals to handle cases related to Human Resource Management, Department of Employment Training and Rehabilitation, Department of Education and Medicaid provider matters.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Not to exceed \$20,000 per fiscal year; contingent upon IFC approval anticipated to be December 15, 2015.

II. JUSTIFICATION

7. What conditions require that this work be done?

Appeals Officer responsibilities include cases related to Division of Human Resource Management in accordance with NRS Chap. 284; Medicaid Provider Matters in accordance with NRS Chap. 422; Department of Training and Rehabilitation in accordance with NRS Chap. 615; Department of Education in accordance with NRS Chap. 391; and other matters as assigned by the Division. Pursuant to the Nevada Administrative Procedures Act (NRS Chap. 233B) decisions issued are subject to judicial review.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Hearings and Appeals does not have attorneys on staff.

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?

Attorney appointed by the Governor.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	10/27/2015 13:53:43 PM
Division Approval	csweeney	10/27/2015 13:53:46 PM
Department Approval	csweeney	10/27/2015 13:53:49 PM
Contract Manager Approval	csweeney	10/27/2015 13:53:51 PM
Budget Analyst Approval	kperondi	11/04/2015 16:56:14 PM

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK CATES
Director



EVAN DALE
Administrator


DEPARTMENT OF ADMINISTRATION
ADMINISTRATIVE SERVICES DIVISION

209 E. Musser Street, Room 304
Carson City, Nevada 89701-4204
(775) 684-0273
Fax (775) 684-0275

MEMORANDUM

October 27, 2015

TO: Kim Perondi
Budget Analyst

FROM: Carol Sweeney 
Program Officer II

RE: Retro Memo for Cara Brown, Esquire

This is a request for a retroactive start date of September 1, 2015 for the Cara Brown, Esq. contract (CETS #17080). This original contract provides for Ms. Brown to act as a Special Appeals Officer to handle Human Resource Management Division appeals and appeals from other state agencies that Hearings & Appeals contract with, such as Medicaid, Department of Education and Department of Training and Rehabilitation.

The Governor appointed Ms. Brown on August 17, 2015 and Administrative Services was notified afterwards that a contract would need to be put in place.

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: **17125**

Agency Name: ADMIN - HEARINGS AND APPEALS DIVISION	Legal Entity Name: GENTILE, MARK L
Agency Code: 089	Contractor Name: GENTILE, MARK L
Appropriation Unit: 1015-04	Address: 4710 LOS RANCHOS AVE
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS , NV 89129
If "No" please explain: Not Applicable	Contact/Phone: null702-523-2653
	Vendor No.: T27038165
	NV Business ID: NV2004151032

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % ASSESSMENTS

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2015**

Anticipated BOE meeting date **01/2016**

Retroactive? **Yes**

If "Yes", please explain

This contractor was appointed by the Governor on August 17, 2015. Due to the critical need and backlog of cases, the contractor began work on September 1, 2015. The soonest the Division was able to finalize the contract documents, obtain all signatures, and submit for approval was October 26, 2015.

3. Termination Date: **08/31/2017**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Spec Appeals Officer**

5. Purpose of contract:

This is a new contract which provides services as an appointed Special Appeals Officer for the Division of Hearings & Appeals to handle cases related to Human Resource Management, Department of Employment Training and Rehabilitation, Department of Education and Medicaid provider matters.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Not to exceed \$20,000 per fiscal year, contingent upon IFC approval anticipated to be December 15, 2015.

II. JUSTIFICATION

7. What conditions require that this work be done?

Appeals Officer responsibilities include cases related to Division of Human Resource Management in accordance with NRS Chap. 284; Medicaid Provider Matters in accordance with NRS Chap 422; Department of Training and Rehabilitation in accordance with NRS Chap 615; Department of Education in accordance with NRS Chap 391; and other matters as assigned by the Division. Pursuant to the Nevada Administrative Procedures Act(NRS chap 233B) decisions are issued are subject to judicial review.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Hearings and Appeals does not have attorneys on staff.

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?

Attorney appointed by the Governor.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	10/29/2015 11:11:45 AM
Division Approval	csweeney	10/29/2015 11:11:47 AM
Department Approval	csweeney	10/29/2015 11:11:50 AM
Contract Manager Approval	ssands	10/29/2015 11:26:00 AM
Budget Analyst Approval	kperondi	11/04/2015 16:57:23 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17082**

Agency Name: ADMIN - HEARINGS AND APPEALS DIVISION	Legal Entity Name: LAMBOLEY, PAUL H DBA
Agency Code: 089	Contractor Name: LAMBOLEY, PAUL H DBA
Appropriation Unit: 1015-04	Address: LAW OFFICES OF PAUL H LAMBOLEY
Is budget authority available?: Yes	50 W LIBERTY ST STE 645
If "No" please explain: Not Applicable	RENO, NV 89501-1946
	Contact/Phone: null775/786-8333
	Vendor No.: T29022472
	NV Business ID: NV20111621142

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % ASSESSMENTS

Agency Reference #: **ASD #1995372**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2015**
Anticipated BOE meeting date **01/2016**

Retroactive? **Yes**

If "Yes", please explain

This contractor was appointed by the Governor on August 17, 2015. Due to the critical need and backlog of cases, the contractor began work on September 1, 2015. The soonest the Division was able to finalize the contract documents, obtain all signatures, and submit for approval was October 26, 2015.

3. Termination Date: **08/31/2017**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Spec Appeals Officer**

5. Purpose of contract:

This is a new contract which provides services as an appointed Special Appeals Officer for the Division of Hearings & Appeals to handle cases related to Human Resource Management, Department of Employment Training and Rehabilitation, Department of Education and Medicaid provider matters.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Not to exceed \$20,000 per fiscal year; contingent upon IFC approval anticipated to be December 15, 2015.

II. JUSTIFICATION

7. What conditions require that this work be done?

Appeals Officer responsibilities include cases related to Division of Human Resource Management in accordance with NRS Chap. 284; Medicaid Provider Matters in accordance with NRS Chap. 422; Department of Training and Rehabilitation in accordance with NRS Chap. 615; Department of Education in accordance with NS Chap. 391; and other matters as assigned by the Division. Pursuant to the Nevada Administrative Procedures Act (NRS Chap. 233B) decisions issued are subject to judicial review.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Hearings & Appeals does not have attorneys on staff.

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?

Attorney appointed by the Governor.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	10/27/2015 14:06:59 PM
Division Approval	csweeney	10/27/2015 14:07:01 PM
Department Approval	csweeney	10/27/2015 14:07:04 PM
Contract Manager Approval	csweeney	10/27/2015 14:07:07 PM
Budget Analyst Approval	kperondi	11/04/2015 16:56:44 PM

BRIAN SANDOVAL
Governor

STATE OF NEVADA

PATRICK CATES
Director



EVAN DALE
Administrator

DEPARTMENT OF ADMINISTRATION
ADMINISTRATIVE SERVICES DIVISION

209 E. Musser Street, Room 304
Carson City, Nevada 89701-4204
(775) 684-0273
Fax (775) 684-0275

MEMORANDUM

October 27, 2015

TO: Kim Perondi
Budget Analyst

FROM: Carol Sweeney
Program Officer II

RE: Retro Memo for Paul Lamboley, Esquire

This is a request for a retroactive start date of September 1, 2015 for the Paul Lamboley, Esq. contract (CETS #17082). This original contract provides for Mr. Lamboley to act as a Special Appeals Officer to handle Human Resource Management Division appeals and appeals from other state agencies that Hearings & Appeals contract with, such as Medicaid, Department of Education and Department of Training and Rehabilitation.

The Governor appointed Mr. Lamboley on August 17, 2015 and Administrative Services was notified afterwards that a contract would need to be put in place.

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: **17078**

Agency Name: ADMIN - HEARINGS AND APPEALS DIVISION	Legal Entity Name: LEVITT, LANSFORD W
Agency Code: 089	Contractor Name: LEVITT, LANSFORD W
Appropriation Unit: 1015-04	Address: 4747 CAUGHLIN PKWY
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89519-0906
If "No" please explain: Not Applicable	Contact/Phone: null775/333-7366
	Vendor No.: T81035829
	NV Business ID: NV20101354253

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Assessments

Agency Reference #: ASD #1995372

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2015**

Anticipated BOE meeting date 01/2016

Retroactive? **Yes**

If "Yes", please explain

This contractor was appointed by the Governor on August 17, 2015. Due to the critical need and backlog of cases, the contractor began work on September 1, 2015. The soonest the Division was able to finalize the contract documents, obtain all signatures, and submit for approval was October 26, 2015.

3. Termination Date: **08/31/2017**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Spec Appeals Officer**

5. Purpose of contract:

This is a new contract which provides services as an appointed Special Appeals Officer for the Division of Hearings & Appeals to handle cases related to Human Resource Management, Department of Employment Training and Rehabilitation, Department of Education and Medicaid provider matters.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Not to exceed \$20,000 per fiscal year; contingent upon IFC approval anticipated to be December 15, 2015.

II. JUSTIFICATION

7. What conditions require that this work be done?

Appeals Officer responsibilities include cases related to Division of Human Resource Management in accordance with NRS Chap. 284; Medicaid Provider Matters in accordance with NRS Chap 422; Department of Training and Rehabilitation in accordance with NRS Chap 615; Department of Education in accordance with NRS Chap 391; and other matters as assigned by the Division. Pursuant to the Nevada Administrative Procedures Act (NRS Chap 233B) decisions issued are subject to judicial review.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Hearings & Appeals does not have attorneys on staff

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?

Attorney appointed by the Governor

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	10/27/2015 13:41:57 PM
Division Approval	csweeney	10/27/2015 13:41:59 PM
Department Approval	csweeney	10/27/2015 13:42:02 PM
Contract Manager Approval	csweeney	10/27/2015 13:42:06 PM
Budget Analyst Approval	kperondi	11/04/2015 16:57:46 PM

BRIAN SANDOVAL
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STATE OF NEVADA

PATRICK CATES
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EVAN DALE
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DEPARTMENT OF ADMINISTRATION
ADMINISTRATIVE SERVICES DIVISION

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Carson City, Nevada 89701-4204
(775) 684-0273
Fax (775) 684-0275

MEMORANDUM

October 27, 2015

TO: Kim Perondi
Budget Analyst

FROM: Carol Sweeney 
Program Officer II

RE: Retro Memo for Lansford Levitt, Esquire

This is a request for a retroactive start date of September 1, 2015 for the Lansford Levitt, Esq. contract (CETS #17078). This original contract provides for Mr. Levitt to act as a Special Appeals Officer to handle Human Resource Management Division appeals and appeals from other state agencies that Hearings & Appeals contract with, such as Medicaid, Department of Education and Department of Training and Rehabilitation.

The Governor appointed Mr. Levitt on August 17, 2015 and Administrative Services was notified afterwards that a contract would need to be put in place.

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: **17081**

Agency Name: ADMIN - HEARINGS AND APPEALS DIVISION	Legal Entity Name: OLDENBURG, VICTORIA T.
Agency Code: 089	Contractor Name: OLDENBURG, VICTORIA T.
Appropriation Unit: 1015-04	Address: DBA OLDENBURG LAW OFFICE 14415 SUNDANCE DRIVE
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511-9110
If "No" please explain: Not Applicable	Contact/Phone: VICTORIA OLDENBURG 775/303-8877
	Vendor No.: T29036037
	NV Business ID: NV20141536952

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % ASSESSMENTS

Agency Reference #: **ASD #1995372**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2015**

Anticipated BOE meeting date **01/2016**

Retroactive? **Yes**

If "Yes", please explain

This contractor was appointed by the Governor on August 17, 2015. Due to the critical need and backlog of cases, the contractor began work on September 1, 2015. The soonest the Division was able to finalize the contract documents, obtain all signatures, and submit for approval was October 26, 2015.

3. Termination Date: **08/31/2017**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Spec Appeals Officer**

5. Purpose of contract:

This is a new contract which provides services as an appointed Special Appeals Officer for the Division of Hearings & Appeals to handle cases related to Human Resource Management, Department of Employment Training and Rehabilitation, Department of Education and Medicaid provider matters.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Not to exceed \$20,000 per fiscal year; contingent upon IFC approval anticipated to be December 15, 2015.

II. JUSTIFICATION

7. What conditions require that this work be done?

Appeals Officer responsibilities include cases related to Division of Human Resource Management in accordance with NRS Chap. 284; Medicaid Provider Matters in accordance with NRS Chap. 422; Department of Training and Rehabilitation in accordance with NRS Chap. 615; Department of Education in accordance with NRS Chap. 391; and other matters as assigned by the Division. Pursuant to the Nevada Administrative Procedures Act (NRS Chap. 233B) decisions issued are subject to judicial review.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Hearings & Appeals does not have attorneys on staff.

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?

Attorney appointed by the Governor

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	10/27/2015 13:23:23 PM
Division Approval	csweeney	10/27/2015 13:23:26 PM
Department Approval	csweeney	10/27/2015 13:23:30 PM
Contract Manager Approval	csweeney	10/27/2015 13:23:33 PM
Budget Analyst Approval	kperondi	11/04/2015 16:58:39 PM

BRIAN SANDOVAL
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EVAN DALE
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DEPARTMENT OF ADMINISTRATION
ADMINISTRATIVE SERVICES DIVISION

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(775) 684-0273
Fax (775) 684-0275

MEMORANDUM

October 27, 2015

TO: Kim Perondi
Budget Analyst

FROM: Carol Sweeney
Program Officer 

RE: Retro Memo for Victoria Oldenburg, Esquire

This is a request for a retroactive start date of September 1, 2015 for the Victoria Oldenburg, Esq. contract (CETS #17081). This original contract provides for Ms. Oldenburg to act as a Special Appeals Officer to handle Human Resource Management Division appeals and appeals from other state agencies that Hearings & Appeals contract with, such as Medicaid, Department of Education and Department of Training and Rehabilitation.

The Governor appointed Ms. Oldenburg on August 17, 2015 and Administrative Services was notified afterwards that a contract would need to be put in place.

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: **17095**

Agency Name: ADMIN - HEARINGS AND APPEALS DIVISION	Legal Entity Name: VIRGINIA L. HUNT
Agency Code: 089	Contractor Name: VIRGINIA L. HUNT
Appropriation Unit: 1015-04	Address: VIRGINIA HUNT 1945 E WARM SPRINGS RD LAS VEGAS, NV 89119
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89119
If "No" please explain: Not Applicable	Contact/Phone: null702/699-5336
	Vendor No.: T27038163
	NV Business ID: NV20111066081
To what State Fiscal Year(s) will the contract be charged? 2016-2018	
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.	
General Funds 0.00 %	Fees 0.00 %
Federal Funds 0.00 %	Bonds 0.00 %
Highway Funds 0.00 %	X Other funding 100.00 % Assessments
Agency Reference #: 1995372	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2015**
Anticipated BOE meeting date **01/2016**

Retroactive? **Yes**

If "Yes", please explain

This contractor was appointed by the Governor on August 17, 2015. Due to the critical need and backlog of cases, the contractor began work on September 1, 2015. The soonest the Division was able to finalize the contract documents, obtain all signatures, and submit for approval was October 26, 2015.

3. Termination Date: **08/31/2017**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Spec Appeals Officer**

5. Purpose of contract:

This is a new contract which provides services as an appointed Special Appeals Officer for the Division of Hearings & Appeals to handle cases related to Human Resource Management, Department of Employment Training and Rehabilitation, Department of Education and Medicaid provider matters.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Not to exceed \$20,000 per fiscal year, contingent upon IFC approval anticipated December 15, 2015.

II. JUSTIFICATION

7. What conditions require that this work be done?

Appeals Officer responsibilities include cases related to Division of Human Resource Management in accordance with NRS Chap. 284; Medicaid Provider Matters in accordance with NRS Chap 422; Department of Training and Rehabilitation in accordance with NRS Chap 615; Department of Education in accordance with NRS Chap 391; and other matters as assigned by the Division. Pursuant to the Nevada Administrative Procedures Act (NRS chap 233B) decisions are issued are subject to judicial review.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Hearing and Appeals does not have attorneys on staff

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?

Attorney appointed by the Governor

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	10/29/2015 11:13:00 AM
Division Approval	csweeney	10/29/2015 11:13:50 AM
Department Approval	csweeney	10/29/2015 11:13:55 AM
Contract Manager Approval	ssands	10/29/2015 11:17:31 AM
Budget Analyst Approval	kperondi	11/04/2015 16:54:43 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17096**

Agency Name:	ADMIN - HEARINGS AND APPEALS DIVISION	Legal Entity Name:	ZENTZ, ROBERT ESQ
Agency Code:	089	Contractor Name:	ZENTZ, ROBERT ESQ
Appropriation Unit:	1015-04	Address:	1950 DAVINA ST
Is budget authority available?:	Yes	City/State/Zip:	HENDERSON, NV 89074
If "No" please explain:	Not Applicable	Contact/Phone:	null702/267-1377
		Vendor No.:	T27014732
		NV Business ID:	NV20151063877
To what State Fiscal Year(s) will the contract be charged?	2016-2018		
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.			
General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Assessments
Agency Reference #:	1995372		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2015**
Anticipated BOE meeting date 01/2016

Retroactive? **Yes**

If "Yes", please explain

This contractor was appointed by the Governor on August 17, 2015. Due to the critical need and backlog of cases, the contractor began work on September 1, 2015. The soonest the Division was able to finalize the contract documents, obtain all signatures, and submit for approval was October 26, 2015.

3. Termination Date: **08/31/2017**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Spec Appeals Officer**

5. Purpose of contract:

This is a new contract which provides services as an appointed Special Appeals Officer for the Division of Hearings & Appeals to handle cases related to Human Resource Management, Department of Employment Training and Rehabilitation, Department of Education and Medicaid provider matters.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Not to exceed \$20,000 per fiscal year, contingent upon IFC approval anticipated to be December 15, 2015.

II. JUSTIFICATION

7. What conditions require that this work be done?

Appeals Officer responsibilities include cases related to Division of Human Resource Management in accordance with NRS Chap 284; Medicaid Provider Matters in accordance with NRS Chap 422; Department of Training and Rehabilitation in accordance with NRS Chap 615; Department of Education in accordance with NRS Chap 391; and other matters as assigned by the Division. Pursuant to the Nevada Administrative Procedures Act(NRS Chap 233B) decisions issued are subject to judicial review.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Hearings & Appeals does not have attorneys on staff

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?

Attorney appointed by the Governor

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Domestic Limited Liability Company**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	10/29/2015 11:12:24 AM
Division Approval	csweeney	10/29/2015 11:12:26 AM
Department Approval	csweeney	10/29/2015 11:12:30 AM
Contract Manager Approval	ssands	10/29/2015 11:24:24 AM
Budget Analyst Approval	kperondi	11/04/2015 16:57:00 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: **17325**

Agency Name:	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	Legal Entity Name:	HOBBS ONG & ASSOCIATES INC
Agency Code:	102	Contractor Name:	HOBBS ONG & ASSOCIATES INC
Appropriation Unit:	1526-11	Address:	3900 PARADISE RD STE 152
Is budget authority available?:	Yes	City/State/Zip:	LAS VEGAS, NV 89169
If "No" please explain:	Not Applicable	Contact/Phone:	Kathy Ong 702/733-7223
		Vendor No.:	T29031587
		NV Business ID:	NV19951173116

To what State Fiscal Year(s) will the contract be charged? **2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2015**
Anticipated BOE meeting date 01/2016

Retroactive? **Yes**

If "Yes", please explain

Time-critical circumstances required work to begin immediately when opportunity was identified.

3. Termination Date: **06/30/2016**

Contract term: **273 days**

4. Type of contract: **Contract**

Contract description: **Consulting**

5. Purpose of contract:

This is a new contract to provide consulting services for research, calculations and technical assistance on Tax Increment Financing related to potential projects in Special Improvement Districts located in southern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Payment for services will be made at the rate of \$350.00 per Hour

Other basis for payment: Payable upon receipt of invoices after work is completed.

II. JUSTIFICATION

7. What conditions require that this work be done?

Expert analysis is needed to determine tax increment financing implications in economic development activities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No state employees have the level of expertise required to do this specialized 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):

JNA Consulting
Hobb, Ong & Associates
Summit Consultancy Group

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Best overall proposal.

d. Last bid date: 12/02/2015 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	swoodbur	12/10/2015 14:13:46 PM
Division Approval	swoodbur	12/10/2015 14:13:48 PM
Department Approval	swoodbur	12/10/2015 14:13:51 PM
Contract Manager Approval	swoodbur	12/10/2015 14:13:58 PM
Budget Analyst Approval	lfree1	12/16/2015 15:45:28 PM

MEMO

To: Laura Freed, Budget Analyst
From: Steve Woodbury, ASO 
Subject: Non-BOE Contract for Approval (RETROACTIVE)
Date: December 10, 2015

RECEIVED

DEC 11 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

Hi Laura, I'm attaching a non-BOE contract for your review and approval. This contract is with Hobbs, Ong & Associates, a consulting firm, to assist with providing research, calculations and other technical assistance on Tax Increment Financing related to specific potential business development projects in Special Improvement Districts.

The contract is retroactive. Due to timing issues, it was determined that work needed to proceed immediately when specific opportunities were identified, and the selected firm was deemed the most capable to accomplish the work. Subsequently, a solicitation was conducted, which has confirmed that Hobbs, Ong & Associates is the best company to continue with the work, which is expected to be completed by June 30, 2016.

Please let me know if you have any questions or need additional information.

Thank you!

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: **17233**

Agency Name: NDE - DEPARTMENT OF EDUCATION	Legal Entity Name: BOARD OF REGENTS-UNR
Agency Code: 300	Contractor Name: BOARD OF REGENTS-UNR
Appropriation Unit: 2712-41	Address: UNR CONTROLLERS OFFICE MAIL STOP 0124
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89557-0124
If "No" please explain: Not Applicable	Contact/Phone: null775/784-1233
	Vendor No.: D35000816
	NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2015**

Anticipated BOE meeting date 01/2016

Retroactive? **Yes**

If "Yes", please explain

The Department of Education and UNR were negotiating indirect cost rate and the negotiations delayed the contract timeframe. The original contract expired on 9/30/2015. This new contract will cover the first three and one-half months, retroactive to 10/1/2015, so that there is no lapse. The grant was awarded for five years; the Department will submit an amendment to this contract for Board of Examiners approval for the balance of the term.

3. Termination Date: **01/11/2016**

Contract term: **102 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Now Is The Time Eval**

5. Purpose of contract:

This is a new interlocal agreement to continue ongoing comprehensive evaluations of the Nevada Now is the Time-Project Aware grant program. This evaluation includes data collections, creation of strategic plans, measurement of progress, and focus on the overall program objectives.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,458.50**

Other basis for payment: monthly with receipt of itemized invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

Provisions of the grant award require evaluation of the program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

It is appropriate to have an outside evaluator of the program

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

In accordance with NRS 277.180, the Agency has contracted with the University of Nevada Reno to be the evaluator of the program as required by the grant award. The grant was written with UNR being the evaluator.

The indirect rate associated with this contract is 24%.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Education. April 14, 2015 to Sept. 30, 2015. Work was satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	mmarti19	11/24/2015 14:35:17 PM
Division Approval	mmarti19	11/24/2015 14:35:20 PM
Department Approval	mmarti19	11/24/2015 14:35:23 PM
Contract Manager Approval	mburto1	11/30/2015 09:16:23 AM
Budget Analyst Approval	kperondi	12/02/2015 10:14:52 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: **13995** Amendment Number: **4**

Agency Name: **DEPARTMENT OF EDUCATION** Legal Entity Name: **Cayen Systems LLC**

Agency Code: **300** Contractor Name: **Cayen Systems LLC**

Appropriation Unit: **All Budget Accounts - Category 64** Address: **7100 W Center St**

Is budget authority available?: **Yes** City/State/Zip: **Milwaukee, WI 53210-1123**

If "No" please explain: **Not Applicable** Contact/Phone: **Joe Cayen 414-257-9400**

Vendor No.: **T29032006**

NV Business ID: **NV20131069887**

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/12/2013**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **11/30/2015**

Contract term: **3 years and 264 days**

4. Type of contract: **Contract**

Contract description: **Federal Reports/Eval**

5. Purpose of contract:

This is the fourth amendment to the original contract, which provides annual maintenance and support for the Cayen After School 21 Statewide System and 60 sites in support of the Nevada 21st Century Community Learning Centers program. This amendment extends the termination date from November 30, 2015 to November 30, 2016 and increases the maximum amount from \$75,820 to \$102,079 due to the continued need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$48,680.00	\$0.00	\$48,680.00	Yes - Info
a. Amendment 1:	\$0.00	\$0.00	\$48,680.00	No
b. Amendment 2:	\$0.00	\$0.00	\$48,680.00	No
c. Amendment 3:	\$27,140.00	\$27,140.00	\$75,820.00	Yes - Action
4. Amount of current amendment (#4):	\$26,259.00	\$26,259.00	\$26,259.00	Yes - Info
5. New maximum contract amount:	\$102,079.00			
and/or the termination date of the original contract has changed to:	11/30/2016			

II. JUSTIFICATION

7. What conditions require that this work be done?

The United States Department of Education (USDOE) Requires certain data be provided as part of the 21st Annual Performance Report (PPICs) in a specific format, Cayen AS21 masses the information from the 52 programs in order to meet the various requirements and then uploads this information into Federal data contractor, AIR.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Due to the small staff size assigned to work with Elementary and secondary Education, the consultants who handle the programs included in this contract, also handle a minimum of three other programs as well. Due to the workload assigned to NDE staff, there is not enough time to complete these assignments, and no other state agency has the required background knowledge and/or expertise.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 121207

Approval Date: 12/20/2012

c. Why was this contractor chosen in preference to other?

s no one else can make changes to the CayenAS system, required changes to make the Nevada 21st CCLC program operate in compliance with the federal guidelines in terms of tracking and reporting would be jeopardized. While other systems could be purchased, the cost would be prohibitive in terms of the dollars and time. Having no system in place would cause significant problems with end of year reporting

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

mmarti19

11/24/2015 14:33:28 PM

Division Approval	mmarti19	11/24/2015 14:33:34 PM
Department Approval	mmarti19	11/24/2015 14:33:39 PM
Contract Manager Approval	kperondi	11/30/2015 16:36:33 PM
Budget Analyst Approval	kperondi	11/30/2015 16:36:37 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: **16419**

Agency Name:	DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name:	ESMERALDA COUNTY TREASURER
Agency Code:	403	Contractor Name:	ESMERALDA COUNTY TREASURER
Appropriation Unit:	3243-00	Address:	PO BOX 547
Is budget authority available?:	Yes	City/State/Zip:	GOLDFIELD, NV 89013
If "No" please explain:	Not Applicable	Contact/Phone:	null7024853524
		Vendor No.:	T40267200
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % County provides non-federal share.

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date 01/2016

Retroactive? **Yes**

If "Yes", please explain

This contract requires a retroactive start date due to negotiations between the Counties and the State.

3. Termination Date: **06/30/2017**

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **County Match**

5. Purpose of contract:

This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,274.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 428.010 counties are required to provide care, support, and relief to the poor, indigent, incompetent, and incapacitated persons who lawfully reside in the county and are not supported by other means. The county match program provides fiscal relief to the counties for indigent long-term care costs for these individuals.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees operate the county match program. DHCFP pays providers and the counties reimburse the State for the non-federal share.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one ore more public agency to contract with another public agency to perform governmental functions.

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 contractor has been engaged under contract with DHCFP and 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:

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	aree2	11/17/2015 12:49:47 PM
Division Approval	trooker	11/20/2015 15:24:17 PM
Department Approval	ecreceli	11/25/2015 11:47:24 AM
Contract Manager Approval	aree2	12/04/2015 09:56:41 AM
Budget Analyst Approval	drey nol2	12/11/2015 08:35:06 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16425**

Agency Name:	DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name:	EUREKA COUNTY TREASURER
Agency Code:	403	Contractor Name:	EUREKA COUNTY TREASURER
Appropriation Unit:	3243-00	Address:	PO BOX 677
Is budget authority available?:	Yes	City/State/Zip:	EUREKA, NV 89316
If "No" please explain:	Not Applicable	Contact/Phone:	null7022375707
		Vendor No.:	T40261900
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % County provides non-federal share.

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date 01/2016

Retroactive? **Yes**

If "Yes", please explain

This contract requires a retroactive start date due to negotiations between the Counties and the State.

3. Termination Date: **06/30/2017**

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **County Match**

5. Purpose of contract:

This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,077.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 428.010 counties are required to provide care, support, and relief to the poor, indigent, incompetent, and incapacitated persons who lawfully reside in the county and are not supported by other means. The county match program provides fiscal relief to the counties for indigent long-term care costs for these individuals.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees operate the county match program. DHCFP pays providers and the counties reimburse the State for the non-federal share.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 277.180 authorizes one ore more public agency to contract with another public agency to perform governmental functions.

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 contractor has been engaged under contract with DHCFP and 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:

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	aree2	11/17/2015 12:55:59 PM
Division Approval	trooker	11/20/2015 15:24:48 PM
Department Approval	ecreceli	11/25/2015 11:52:07 AM
Contract Manager Approval	aree2	12/04/2015 09:57:09 AM
Budget Analyst Approval	dreynd2	12/11/2015 08:26:11 AM



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

Richard Whitley
Director

Marta Jensen
Acting Administrator

MEMORANDUM

Date: November 17, 2015
TO: Debi Reynolds, Budget Analyst IV
FROM: Ambra Reed, Certified Contract Manager DHCFP
RE: Eureka County Match

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2015. The contract requires a retroactive start date to allow the State to collect revenue from Eureka County for the non-federal share of medical care of indigent persons. This contract was delayed due to negotiations between the Counties and the State.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17287**

Agency Name: DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name: Heirloom Homes & Construction
Agency Code: 409	Contractor Name: Heirloom Homes & Construction
Appropriation Unit: 3281-95	Address: 3285 Wilma Dr.
Is budget authority available?: Yes	City/State/Zip: Sparks, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: null775-772-6738
	Vendor No.: Pending
	NV Business ID: NV20151599088

To what State Fiscal Year(s) will the contract be charged? **2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/02/2015**
Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2015**

Contract term: **29 days**

4. Type of contract: **Contract**

Contract description: **Cabinetry Upgrade**

5. Purpose of contract:

This is a new contract to provide an upgrade to existing cabinetry in the family learning homes, as identified in the Public Works Board Facility Condition Analysis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,990.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The cabinets are original to the 40 year old buildings. They are past their useful life and deteriorated and in various states of disrepair.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State of Nevada doesn't have employees with the expertise to fabricate and install new cabinets.

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):

Heirloom Homes & Construction
Innovative Cabinets and Design
Quality Counter Tops and Design

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Experience and expertise of vendor

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	11/23/2015 13:09:14 PM
Division Approval	pcolegro	11/23/2015 13:09:18 PM
Department Approval	ecreceli	11/25/2015 10:49:52 AM
Contract Manager Approval	pcolegro	11/28/2015 07:37:34 AM
Budget Analyst Approval	drey nol2	12/02/2015 15:35:47 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17102**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Clean Harbors Environmental Services, Inc.
Agency Code: 440	Contractor Name: Clean Harbors Environmental Services, Inc.
Appropriation Unit: 3719-41	Address: 2550 Del Monte St. #140
Is budget authority available?: Yes	City/State/Zip: West Sacramento, CA 95691
If "No" please explain: Not Applicable	Contact/Phone: Michael A. Clark 408/4257413
	Vendor No.: T27000924
	NV Business ID: NV20021375471

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Prison Industry Funds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2016**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2017**

Contract term: **1 year and 180 days**

4. Type of contract: **Contract**

Contract description: **Chemical Waste**

5. Purpose of contract:

This is a new contract to provide disposal of department packaged laboratory chemical waste located at Northern Nevada Correctional Center Silver State Industries furniture manufacturing, paint shop, metal shop and print shop facilities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Other basis for payment: FY16 - G/L 7970 CAT 41 \$6,385 & G/L 7131 CAT 45 \$1,115; FY17 - G/L 7970 CAT 41 \$6,385 & G/L 7131 CAT 45 \$1,115

II. JUSTIFICATION

7. What conditions require that this work be done?

Chemical waste is on property at Northern Nevada Correctional Center created by Silver State Industries furniture manufacturing, paint shop, metal shop and print shop facilities. A licensed vendor is required to remove the chemical waste.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Historically the department has outsourced disposal of chemical waste materials to a vendor licensed for this service. No other state agency supports 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):

H2O Environmenta
Clean Harbors Environmental Services, Inc.
Safety-Kleen Systems, Inc.

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Per quotes received by Silver State Industries, Clean Harbors Environmental Services, Inc. was the lowest bidder.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddastal	11/02/2015 10:49:38 AM
Division Approval	drosenbe	11/02/2015 14:27:46 PM
Department Approval	drosenbe	11/02/2015 14:27:50 PM
Contract Manager Approval	jhardy	11/18/2015 08:26:51 AM
Budget Analyst Approval	pnicks	12/31/2015 08:47:59 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: **17183**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Inland Potable Services, Inc.
Agency Code: 440	Contractor Name: Inland Potable Services, Inc.
Appropriation Unit: All Budget Accounts - Category 07	Address: 16297 E. Crestline Lane
Is budget authority available?: Yes	City/State/Zip: Centennial, CO 80015
If "No" please explain: Not Applicable	Contact/Phone: Janet Hughes, President 303/400-4220
	Vendor No.:
	NV Business ID: NV20131111879
To what State Fiscal Year(s) will the contract be charged? 2016	

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/02/2015**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **210 days**

4. Type of contract: **Contract**

Contract description: **Clean water tanks**

5. Purpose of contract:

This is a new contract to provide potable water storage tank inspection, cleaning and repair services to correctional facilities statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,485.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

According to the American Water Works Association, water tanks should be inspected at least once every three to five years. State Public Works Division alerted the department in 2014 of this inspection requirement.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The service requires a vendor with a Nevada Contractor's license with the technical expertise and certification to provide the service. Department personnel do not have the necessary technical expertise, certification or equipment to perform this service. No other State agency supports this service.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

LiquiVision Technology
Advanced Diving
Alisto Engineering Group, Inc.
Inland Potable Services, Inc.
Pittsburg Tank and Tower Maintenance Co., Inc

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Inland Potable Services, Inc. was the only respondent to RFP 201602.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbretche	11/10/2015 09:24:49 AM
Division Approval	dmartine	11/13/2015 16:46:11 PM
Department Approval	jborrowm	11/16/2015 09:50:06 AM
Contract Manager Approval	jhardy	11/23/2015 15:05:56 PM
Budget Analyst Approval	cmurph3	12/02/2015 09:21:48 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17333**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: MCELHANEY STRUCTURAL ENGINEERS, LLC
Agency Code: 702	Contractor Name: MCELHANEY STRUCTURAL ENGINEERS, LLC
Appropriation Unit: 1511-91	Address: 290 BRINKBY AVE STE 205
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89509
If "No" please explain: Not Applicable	Contact/Phone: null775/853-5525
	Vendor No.: T29035980
	NV Business ID: NV20061769944

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	25.00 %	SPORTSMAN FEES
X Federal Funds	50.00 %	X	Bonds	25.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: 16-34

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/17/2015**

Anticipated BOE meeting date 02/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2019**

Contract term: **3 years and 287 days**

4. Type of contract: **Contract**

Contract description: **Western Engineering**

5. Purpose of contract:

This is a new contract to provide as needed-structural engineering services in the eastern, southern and western regions of the state. Services may include but not limited to structural engineering design and preparation of construction documents, structural evaluation and construction inspection.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,999.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

VARIOUS PROJECTS REQUIRING STRUCTURAL ENGINEERING NEEDS IN THE EASTERN, SOUTHERN AND WESTERN REGIONS OF THE STATE.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

WORK REQUIRES SPECIALIZED KNOWLEDGE IN STRUCTURAL ENGINEERING.

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?

REQUIRED QUALIFICATION AND PROXIMITY TO THE WORK.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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 WITH NDOW AND MEETS SATISFACTORY WORK

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	dwendell	12/14/2015 14:45:53 PM
Division Approval	dwendell	12/14/2015 14:45:55 PM
Department Approval	gpincoli	12/15/2015 11:13:02 AM
Contract Manager Approval	dwendell	12/15/2015 11:13:49 AM
Budget Analyst Approval	sbarkdul	12/17/2015 07:29:03 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: **17311**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: BOARD OF REGENTS-NSHE, OBO UNR
Agency Code: 702	Contractor Name: BOARD OF REGENTS-NSHE, OBO UNR
Appropriation Unit: 4467-13	Address: CONTROLLERS MAIL STOP 325
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89557-0325
If "No" please explain: Not Applicable	Contact/Phone: KIM HIGGINS 775-784-4040
	Vendor No.: D35000849
	NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 16-33

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2015**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2016**

Contract term: **1 year and 18 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **UNR Herbarium**

5. Purpose of contract:

This is a new interlocal agreement to provide financial support and technical assistance to increase available resources for plant species identification at the University of Nevada Reno.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,675.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Funding will provide financial support and technical assistance for the curator at the Herbarium to continue to perform the important plant identification functions of this collection.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NDOW does not employ a curator.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Wildlife current and they have met satisfactory needs

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	dwendell	12/08/2015 07:36:29 AM
Division Approval	dwendell	12/08/2015 07:36:31 AM
Department Approval	eobrien	12/08/2015 08:02:28 AM
Contract Manager Approval	dwendell	12/08/2015 09:01:37 AM
Budget Analyst Approval	sbarkdul	12/14/2015 07:10:37 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: **16998**

Agency Name: DCNR - ENVIRONMENTAL PROTECTION	Legal Entity Name: 2NDNature
Agency Code: 709	Contractor Name: 2NDNature
Appropriation Unit: 3193-06	Address: 500 Seabright Avenue Ste 205
Is budget authority available?: Yes	City/State/Zip: Santa Cruz, CA 95062
If "No" please explain: Not Applicable	Contact/Phone: Nicole Beck 831-426-9119
	Vendor No.: T27037825
	NV Business ID: NV20101231533

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **DEP 16-006**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/18/2015**
Anticipated BOE meeting date **11/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **2 years and 224 days**

4. Type of contract: **Contract**

Contract description: **CreditingToolsSupport**

5. Purpose of contract:

This is a new contract to ensure the successful launch of the Lake Clarity Crediting Program, the urban stormwater accounting and tracking system used by Lake Tahoe TMDL Program, by: (1) providing access and maintenance of online stormwater tools hosted on private servers; (2) resolving program instabilities and logging suggestions for tool improvements; and (3) providing support and training to tool users during the registration process

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,999.00**

Other basis for payment: **Quarterly**

II. JUSTIFICATION

7. What conditions require that this work be done?

Clean Water Act (CWA) Section 303(d) and 40 CFR 130.7 require that States develop total maximum daily loads (TMDLs) for impaired waters. The Lake Tahoe TMDL has been developed to restore the lake's historic clarity. The Lake Clarity Crediting Program is an innovative tool to assist local jurisdictions with TMDL implementation. The U.S. Environmental Protection Agency provides CWA Section 106 funds to Nevada to carry out TMDL programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Lake Clarity Crediting Program was developed by 2NDNATURE. The company's expertise is needed to run the system, provide support to local jurisdictions in using the program, provide maintenance and address problems as they may arise

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?

2NDNATURE developed the Crediting Program tools and the company's expertise is needed to provide updates and assistance to local jurisdictions.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Yes, as subcontractor to DCNR in other Lake Tahoe TMDL and Crediting Program contracts. The quality of service 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:

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	randrews	11/13/2015 10:11:32 AM
Division Approval	abasham	11/13/2015 11:28:15 AM
Department Approval	abasham	11/13/2015 11:28:20 AM
Contract Manager Approval	ssimpo2	11/13/2015 11:34:44 AM
DoIT Approval	bbohm	11/18/2015 07:13:04 AM
Budget Analyst Approval	sbarkdul	11/18/2015 11:41:21 AM

7. What conditions require that this work be done?

plans and drawings must be reviewed and approved by the State Fire Marshalls Office for compliance with current fire and life safety codes in accordance with NRS 477.030 and NAC 477.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

plans and drawings must be reviewed and approved by the State Fire Marshalls Office for compliance with current fire and life safety codes in accordance with NRS 477.030 and NAC 477.

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?

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	lkoury	12/09/2015 08:29:29 AM
Division Approval	lkoury	12/09/2015 08:29:31 AM
Department Approval	lkoury	12/09/2015 08:29:33 AM
Contract Manager Approval	mdematte	12/09/2015 08:30:24 AM
Budget Analyst Approval	pnicks	12/09/2015 08:42:05 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: **17296**

Agency Name: DEPARTMENT OF MOTOR VEHICLES	Legal Entity Name: GARTNER INC
Agency Code: 810	Contractor Name: GARTNER INC
Appropriation Unit: 4715-04	Address: 56 TOP GALLANT RD
Is budget authority available?: Yes	City/State/Zip: STAMFORD, CT 06902
If "No" please explain: Not Applicable	Contact/Phone: null239/561-4839
	Vendor No.: T80976121
	NV Business ID: NV19941112701

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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 %
X Highway Funds	100.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/02/2015**

Anticipated BOE meeting date 01/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2016**

Contract term: **1 year and 30 days**

4. Type of contract: **Other (include description): Joinder per NRS 332.195**

Contract description: **SubscriptionResearch**

5. Purpose of contract:

This is a new contract for subscription-based research and related services for the Motor Vehicle Information Technology Division's professional staff. This includes, but is not limited to, providing information about best practices related to cloud services, mobile application development, network design, system strategy, modernizing computer applications and customer relationship management type application solutions. Pursuant to NRS 332.195, the vendor has authorized the Department to join or use the City of Las Vegas' contract with Gartner Corporation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$36,500.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Changes in the technology sector occur very rapidly. When the Department has to make IT related decisions and provide technical information, it is limited by the realm of the Department's current IT infrastructure. It is becoming more important for MVIT to have access to current trends and research related to the ever changing information technology environment. Gartner has been identified as a source for expertise in IT research in both the government and private sectors. The Department is beginning a modernization project for its integrated computer application. By partnering with Gartner the Department will have access to technology experts and related information that will assist in the selection of the best possible solution for modernization and its success.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the expertise.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 332.195 which allows the State of Nevada to join or use contracts of local governments located within or outside the State with authorization of the contracting vendor.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bvezina	11/30/2015 16:03:23 PM
Division Approval	bvezina	11/30/2015 16:03:26 PM
Department Approval	akeillor	11/30/2015 16:08:37 PM
Contract Manager Approval	hazevedo	11/30/2015 16:14:17 PM
Budget Analyst Approval	pnicks	12/02/2015 08:34:41 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** Amendment Number: **1**

Agency Name: **LICENSING BOARDS & COMMISSIONS** Legal Entity Name: **KOHN & COMPANY**

Agency Code: **BDC** Contractor Name: **KOHN & COMPANY**

Appropriation Unit: **B001 - All Categories** Address: **5310 KIETZKE LN STE 101**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89511**

If "No" please explain: **Not Applicable** Contact/Phone: **Beth Kohn 775/828-7300**

To what State Fiscal Year(s) will the contract be charged? **2013-2019** Vendor No.: **T27009430**

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. NV Business ID: **NV20131451408**

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Agency License and application fees

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: **10/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2015**

Contract term: **6 years**

4. Type of contract: **Contract**

Contract description: **Audit Services**

5. Purpose of contract:

This is the first amendment to the original contract to provide continued financial statement audit services for the Nevada State Board of Accountancy. The amendment increases the maximum amount from \$21,350 to \$44,450 and extends the termination date from 12/31/2015 to 12/31/2018 due to the continued need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$21,350.00	\$0.00	\$21,350.00	Yes - Info
4. Amount of current amendment (#1):	\$23,100.00	\$23,100.00	\$23,100.00	Yes - Info
5. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$44,450.00 12/31/2018			

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 & Company (previously 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	08/24/2015 14:42:12 PM
Division Approval	vwind1	08/24/2015 14:42:15 PM
Department Approval	vwind1	08/24/2015 14:42:19 PM
Contract Manager Approval	vwind1	08/24/2015 14:42:22 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12799** Amendment Number: **2**
 Legal Entity Name: Berkley, Berkley & Andrews
 Agency Name: **LICENSING BOARDS & COMMISSIONS** Contractor Name: **Berkley, Berkley & Andrews**
 Agency Code: **BDC** Address: **2984 E Russell Rd**
 Appropriation Unit: **B026 - All Categories** City/State/Zip: **Las Vegas, NV 89120**
 Is budget authority available?: **Yes** Contact/Phone: Kent Berkley 702-478-6888
 If "No" please explain: Not Applicable Vendor No.:
 NV Business ID: NV20061378093
 To what State Fiscal Year(s) will the contract be charged? **2012-2019**
 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Agency funds

Agency Reference #: 11-01

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 12/2015
 Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2015**
 Contract term: **7 years and 20 days**

4. Type of contract: **Provider Agreement**
 Contract description: **Accounting Services**

5. Purpose of contract:
This is the second amendment to the Board's contract for outside accounting services, which extends the termination date from December 31, 2015, to December 31, 2018 and increases the maximum amount from \$89,794.00 to \$106,294.00, due to the continued need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$19,800.00	\$0.00	\$19,800.00	Yes - Info
a. Amendment 1:	\$69,994.00	\$69,994.00	\$89,794.00	Yes - Action
4. Amount of current amendment (#2):	\$16,500.00	\$16,500.00	\$16,500.00	Yes - Info
5. New maximum contract amount:	\$106,294.00			
and/or the termination date of the original contract has changed to:	12/31/2018			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board requires a professional accountancy firm to assist it with the making and keeping of its books.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Board's staff is small and does not include any person with the expertise or knowledge in accounting needed to make and keep the Board's books.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Previously contracted with the Board of Osteopathic Medicine from September 2009 through September 2011

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	55443282	11/02/2015 14:08:37 PM
Division Approval	55443282	11/02/2015 14:08:44 PM
Department Approval	55443282	11/02/2015 14:08:50 PM
Contract Manager Approval	55443282	11/02/2015 14:08:55 PM
Budget Analyst Approval	amccalla	12/15/2015 14:43:31 PM



**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division**

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

Date: November 13, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Sherri Barkdull, Budget Analyst *SB*
Budget Division
Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

The following describes an information item submitted for placement on the agenda of the next Board of Examiners meeting:

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


Agenda Item Write-up:

NRS 321.5954, 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, 2015.

Additional Information:

- **1989 Tahoe Basin Act**
 - There were no transfers of lands or interest in lands during the quarter.
- **Lake Tahoe Mitigation Program**
 - The agency reports that there were no acquisitions of land or interest during the quarter. However, one transfer of interest in real property occurred during this quarter. The transaction resulted in a total of \$59,805 in proceeds for the Nevada Land Bank.

Statutory Authority: NRS 321.5954

REVIEWED: 
INFO ITEM: _____

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

CHARLES DONOHUE
Administrator

BRIAN SANDOVAL
Governor



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

Address Reply to

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

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

October 22, 2015

MEMORANDUM

TO: James R. Wells, Clerk
Nevada State Board of Examiners

FROM: Charles Donohue, Administrator
Division of State Lands

RE: **BOARD OF EXAMINERS QUARTERLY REPORT OF THE TAHOE BASIN ACT AND LAKE TAHOE MITIGATION PROGRAM – 1st QUARTER FY 2016**

RECEIVED
NOV 11 2015
GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

Pursuant to NRS 321.5954, a quarterly report regarding the real property or interests in real property transferred under the Tahoe Basin Act and the Lake Tahoe Mitigation Program shall be reported quarterly to the State Board of Examiners. The enabling legislation for each of these programs is listed under each subsection below.

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, 2015.

- There were no transfers 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, 2015.

- There were no acquisitions of lands or interests in lands during this quarter. However, one transfer of interest in real property occurred during this quarter. On September 3, 2015 a transaction was finalized involving the sale of 1,329 square feet of Class 1a restored soft land coverage in the Cave Rock area of Lake Tahoe. This transaction resulted in \$59,805.00 in proceeds for the Nevada Land Bank. All proceeds from the above transactions were deposited in their respective budget accounts to carry out the intent of the Lake Tahoe Mitigation Program.

In the event you have any questions or would like additional information please call me.

CD/bs

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

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division**

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

Date: December 08, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Sherri Barkdull, Budget Analyst *SB*
Budget Division
Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

The following describes an information item submitted for placement on the agenda of the next Board of Examiners meeting:

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

Agenda Item Write-up:

Pursuant to NRS 321.5954, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending December 31, 2015.

Additional Information:

- **1989 Tahoe Basin Act**
 - There were no transfers of lands or interest in lands during the quarter.
- **Lake Tahoe Mitigation Program**
 - The agency reports that there were no acquisitions of land or interest during the quarter.

Statutory Authority: NRS 321.5954

REVIEWED: <i>SE</i>
INFO ITEM: _____

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

CHARLES DONOHUE
Administrator

BRIAN SANDOVAL
Governor



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

Address Reply to

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

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

December 3, 2015

MEMORANDUM

TO: James R. Wells, Clerk
Nevada State Board of Examiners

FROM: Charles Donohue, Administrator
Division of State Lands

RE: **BOARD OF EXAMINERS QUARTERLY REPORT OF THE TAHOE BASIN ACT AND
LAKE TAHOE MITIGATION PROGRAM – 2nd QUARTER FY 2016
BOARD OF EXAMINERS MEETING DATE OF JANUARY 12, 2016**

REC

DEC 08 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

Pursuant to NRS 321.5954, a quarterly report regarding the real property or interests in real property transferred under the Tahoe Basin Act and the Lake Tahoe Mitigation Program shall be reported quarterly to the State Board of Examiners. The enabling legislation for each of these programs is listed under each subsection below.

Tahoe Basin Act:

Pursuant to Chapter 111, Statutes of Nevada, 1989, at page 263, which requires a quarterly report to the Board of Examiners, this memorandum is to report lands or interests in lands transferred, sold, exchanged or leased under the Tahoe Basin Act program during the quarter ending December 31, 2015.

- There were no transfers of lands or interests in lands during this quarter.

Lake Tahoe Mitigation Program:

Pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, which requires a quarterly report to the Board of Examiners, this memorandum is to report real property or interests in real property transferred under this program during the quarter ending December 31, 2015.

- There were no acquisitions of lands or interests in lands during this quarter.
- There were no transfers of lands or interests in lands during this quarter.

In the event you have any questions or would like additional information please call me.

CD/bs

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

Brian Sandoval
Governor



James R. Wells, CPA
Director

Janet Murphy
Deputy Director

**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division**

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

Date: December 21, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Heather Field, Budget Analyst
Governor's Finance Office, Budget Division
Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

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

GOVERNOR'S FINANCE OFFICE - BUDGET DIVISION

Agenda Item Write-up:

The Division presents a reconciled fund balance report for the Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, and IFC Contingency Funds as of December 18, 2015. Below is the available balance for each account.

Additional Information:

Statutory Contingency Account	\$ 2,499,036.25
Stale Claims Account	\$ 2,906,845.43
Emergency Account	\$ 279,841.00
Disaster Relief Account	\$ 6,727,748.24
IFC Contingency Fund General Fund	\$13,789,292.51
IFC Contingency Highway Fund	\$ 1,676,832.35

Statutory Authority:

NRS 353.264, 353.263, 353.2735, 353.268

REVIEWED: _____
INFO ITEM: _____

**BA 4892 Statutory Contingency Account
NRS 353.264
FY 2016 (as of 12/18/15)**

GF Appropriation	2,500,000.00	
Beginning Cash	118,929.00	
	Total Revenue	\$ 2,618,929.00

Paid Claims:

Outside Legal Counsel - Dickinson Wright for Treasury Solution	(1,410.00)	
Outside Legal Counsel - Bancroft for ESA	(10,000.00)	
Post Conviction Stale Claim	(93,040.26)	
Outside Legal Counsel - Morgan Lewis	(14,962.49)	
Outside Legal Counsel - Dickinson Wright Treasury Solutions Holding	<u>(480.00)</u>	
	Payments	\$ (119,892.75)
	Account Balance	\$ 2,499,036.25

Claims Submitted for Payment:

	<u>-</u>	
	Submitted for Payment	\$ -
	Account Balance	\$ 2,499,036.25

Pending Claims:

	<u>-</u>	
	Total Pending Claims	\$ -
	Account Balance	\$ 2,499,036.25

**BA 4888 Stale Claims Account
NRS 353.264
FY 2016 (as of 12/18/15)**

GF Appropriation	2,000,000.00	
Beginning Cash	1,944,443.00	
Total Revenue		\$ 3,944,443.00

Paid Claims:

Governors Office	(295.72)
Judicial Discipline Commission	(363.95)
Secretary of State	(2,004.99)
Department of Conservation and Natural Resources	(292.62)
Department of Corrections	(847,050.32)
Department of Employment, Training and Rehabilitation	(1,197.68)
Department of Education	(24,270.77)
Department of Health and Human Services	(141,849.53)
Department of Military	(1,832.49)
Department of Public Safety	(3,787.07)
Department of Taxation	(14,265.00)
Department of Tourism and Cultural Affairs	(109.33)
Department of Veterans Services	(278.10)

Payments	\$ (1,037,597.57)
Account Balance	\$ 2,906,845.43

Claims Submitted for Payment:

Submitted for Payment	-	\$ -
Account Balance		\$ 2,906,845.43

Pending Claims :

Total Pending Claims	-	\$ -
Estimated Account Balance - Including all Claims		\$ 2,906,845.43

**BA 4889 Emergency Fund
NRS 353.263
FY 2016 (as of 12/18/15)**

GF Appropriation	100,000.00	
Beginning Cash	179,841.00	
Total Revenue		\$ 279,841.00

<u>Paid Claims:</u>		
Total paid	-	

Payments		\$ -
Account Balance		\$ 279,841.00

Claims Submitted for Payment:

-		

Total Submitted Payments		\$ -
Account Balance		\$ 279,841.00

Pending Claims

-		

Total Pending Claims		\$ -
Estimated Account Balance - Including all Claims		\$ 279,841.00

**BA 1335 Disaster Relief Account
NRS 353.2735
FY 2016 (as of 12/18/15)**

Beginning Cash		6,720,754.00	
Treasurer's Interest		6,994.24	
	Total Revenue	<hr/>	\$ 6,727,748.24
	<u>Paid Claims:</u>		
Total paid		-	
		<hr/>	
	Payments		\$ -
	Account Balance		\$ 6,727,748.24
	<u>Claims Submitted for Payment:</u>		
		-	
		<hr/>	
	Submitted for Payment		\$ -
	Account Balance		\$ 6,727,748.24
	<u>Pending Claims :</u>		
City of Carlin - Noticed 11/6/15 from DEM - no cost yet		-	
		<hr/>	
	Total Pending Claims		\$ -
	Estimated Account Balance - Including all Claims		\$ 6,727,748.24

**IFC Contingency Fund
NRS 353.268
FY 2016 (as of 12/18/15)**

Unrestricted General Fund

Beginning Cash	5,251,941.28	
Appropriation	9,000,000.00	
Total Revenue	14,251,941.28	\$ 14,251,941.28

Paid Claims:

Transfer to Treasurer's Office	(116,213.00)	
Transfer to Treasurer's Office	(128,555.00)	
Transfer to Conservation and Natural Resources - Water Resources	(200,000.00)	
Meeting Costs	(17,880.77)	
	(462,648.77)	
Payments	\$ (462,648.77)	
Account Balance		\$ 13,789,292.51

Unrestricted Highway Fund

Beginning Cash	1,676,832.35	
Total Revenue		\$ 1,676,832.35

Paid Claims:

	-	
	-	
Payments	\$ -	
Account Balance		\$ 1,676,832.35