

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA



AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: APPROVE AGREEMENT		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER:		
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE THE RATIFICATION OF AN AGREEMENT FOR PROJECT NO. 20-039, FOR ATMS SYSTEM MAINTENANCE AND SUPPORT, TO TRAFFICWARE IN THE NOT-TO-EXCEED AMOUNT OF \$136,500.00, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AGREEMENT (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES		

FISCAL IMPACT:

Funds in the amount of \$136,500.00 are budgeted and available in the Highway Improvement Acquisition Fund for Fiscal Year 2020.

BACKGROUND:

The Regional Transportation Commission of Southern Nevada (RTC) Freeway and Arterial System of Transportation (FAST) staff requests approval to issue an agreement in the not-to-exceed amount of \$136,500.00 to Trafficware for on-going maintenance, upgrades, and technical Advanced Traffic Management System (ATMS) software support for the period from July 01, 2019 through June 30, 2020. Trafficware is the creator and sole proprietor of the ATMS software FAST uses, and the only software system used to operate Southern Nevada's traffic signal system.

Nevada Revised Statute 332.115.1(a) and (i) specify that items which may only be contracted from a sole source and maintenance and support for: (1) hardware and associated peripheral equipment and devices for computers; and (2) software for computers are exempt from competitive bidding.

Staff recommends approval.

Respectfully submitted,

DocuSigned by:

M.J. Maynard
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M.J. MAYNARD
Chief Executive Officer

sc

RTC Item #43
July 9, 2020
Consent



ATMS SYSTEM MAINTENANCE AND SUPPORT AGREEMENT

Cubic | Trafficware (**Cubic**) will provide The Regional Transportation Commission of Southern Nevada (**Agency**) ATMS system maintenance and technical support of the ATMS Advanced Traffic Management System (**Software**) licensed to Agency as described in this document.

SCOPE and RESPONSIBILITIES

The ATMS System Maintenance and Support Agreement covers the following products and services during the agreement period:

- 1) Free upgrade to the latest full version of ATMS core system via at the beginning of the agreement via remote access, with the agreed purchase of one (1) year of maintenance.
- 2) Free software updates (all 2.dot releases) of the ATMS core system software via remote access.
 - a. Since the release of ATMS 2.0, Cubic has released an average of two .dot releases of ATMS per year. Cubic expects that pace to be roughly the same on a going-forward basis but may vary the times for release depending on which additional features are included. 2.dot release may also require technical updates to Microsoft™ and other technology standards used in ATMS.
 - b. Cubic and Agency will work together to schedule a mutually appropriate time for installation.
- 3) A yearly system "health check" on the IT environment in which ATMS resides and recommendations to improve system performance. Agency will provide remote access to its system so that Cubic may complete the "health check".
- 4) Designated and priority support from our ATMS systems support group.
- 5) Telephone support:
Times: 7:00am to 7:00pm (US Central Standard Time)
Days: Monday to Friday except for holidays recognized by Cubic

SYSTEM MAINTENANCE AND SUPPORT AGREEMENT FEES

The fee for the software and services in this agreement is \$136,500.00 per year for 1 year, ending June 30, 2020 and payable by Agency to *Cubic ITS, Inc.* at the beginning of the agreement period. Payment terms are *net 30 days* from the date of invoice; invoice should occur on the first business day after the anniversary date of the yearly maintenance period.

COVERAGE

The following core and/or optional system software modules are covered (check appropriate modules):

- | | |
|---|---|
| <input checked="" type="checkbox"/> ATMS core application
<input type="checkbox"/> SynchroGreen adaptive server (not including intersection licenses)
<input type="checkbox"/> SynchroGreen intersection license – <u>0</u> copies
<input checked="" type="checkbox"/> Connected Vehicle
<input type="checkbox"/> Emergency Response
<input type="checkbox"/> Web Interface
<input type="checkbox"/> CCTV | <input type="checkbox"/> Transit Signal Priority (TSP)
<input type="checkbox"/> Signal Performance Measures (SPM)
<input type="checkbox"/> StreetSync
<input type="checkbox"/> Changeable Message Signs
<input type="checkbox"/> BlueTOAD®
<input type="checkbox"/> Disaster Recovery Module
<input type="checkbox"/> UPS
<input checked="" type="checkbox"/> Purdue MOE |
|---|---|

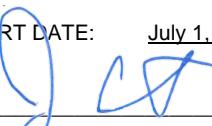
Maintenance for the Connected Vehicle module includes support for the data feed from ATMS to the cloud. Maintenance for the Connected Vehicle module also includes the set-up for six (6) new subscribers per year for a total of twelve (12) subscribers to the data feed. This is in addition to the two current data subscribers.

ATMS maintenance does not cover commercial off the shelf (COTS) software by third parties that may be required for correct system function, computer hardware, communications hardware or field equipment. Cubic will offer maintenance and support for third parties upon request from AGENCY for an additional charge.

COVERAGE PERIOD

Coverage begins immediately after the new ATMS system one-year warranty expires and/or the "Start Date" of this System Maintenance and Support Agreement and shall continue for one (1) year. Cubic will provide a quotation for renewal at least 60 days prior to the expiration of the current period of coverage. If AGENCY does not renew the service or pay the fees, software updates and prioritized support will end immediately on anniversary date of the "start date" in this document.

START DATE: July 1, 2019


Joe Custer
 Vice-President & General Manager

DocuSigned by:

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RTC Legal Counsel

SIGNED: On behalf of Cubic:

Joe Custer
 Vice-President & General Manager

SIGNED: On behalf of Agency

Printed Name: Larry Brown
 Title: Chairman
 Agency Name: RTC

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input checked="" type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: APPROVE INTERLOCAL CONTRACT		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE A ONE-YEAR EXTENSION FOR AN INTERLOCAL AGREEMENT (21-009) BETWEEN THE RTC AND THE NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTHCARE FINANCING AND POLICY (DHCFP) WHERE THE STATE WILL REIMBURSE THE RTC FOR PARATRANSIT ELIGIBILITY ASSESSMENTS FOR MEDICAID RECIPIENTS ELIGIBLE FOR NON-EMERGENCY MEDICAL TRANSPORTATION (NEMT), TO COMMENCE JULY 1, 2020 AND EXPIRE ON JUNE 30, 2021, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT; OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEM AND ROUTES		

FISCAL IMPACT:

Reimbursement from the State of Nevada in the amount not to exceed \$542,801.64 for the period of July 1, 2020 through June 30, 2021.

BACKGROUND:

In 2014, the Regional Transportation Commission of Southern Nevada (RTC) and the State of Nevada entered into an Interlocal contract, allowing the RTC to receive Medicaid reimbursement for Paratransit eligibility assessments for Medicaid recipients eligible for Non-Emergency Medical Transportation. This item will extend the Interlocal agreement for one year from July 1, 2020 through June 30, 2021.

Staff recommends approval.

Respectfully submitted,

DocuSigned by:

M.J. Maynard
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M.J. MAYNARD
Chief Executive Officer

cdc

RTC Item #44
July 9, 2020
Consent

CETS #:	
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Department of Health and Human Services Division of Health Care Financing and Policy
Address:	1100 E. William Street, Suite 101
City, State, Zip Code:	Carson City, NV 89701
Contact:	Ronda Miller, Management Analyst III, Certified Contract Manager
Phone:	(775) 684-3704
Fax:	
Email:	ronda.miller@dhcfp.nv.gov

Public Entity #2:	Regional Transportation Commission (RTC) of Southern Nevada
Address:	600 S. Grand Central Parkway, Suite 350
City, State, Zip Code:	Las Vegas, NV 89106
Contact:	Dan Howland
Phone:	(702) 676-1813 or (702) 676-1500
Fax:	(702) 676-1518
Email:	HowlandD@rtcsnv.com

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are 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 appropriate official action of the governing body of each party.
2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

CETS #:	
Agency Reference #:	

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	July 1, 2020	To:	June 30, 2021
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **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:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT BB:	BUSINESS ASSOCIATE ADDENDUM

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

\$542,801.64	per	Term of Contract
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Total Contract or installments payable at:	As invoiced per Attachment AA
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Total Contract Not to Exceed:	\$542,801.64
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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 appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the 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 expressly provided.
9. **INSPECTION & AUDIT**

- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document 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.

CETS #:	
Agency Reference #:	

- B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, 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 where such records may be found, with or without notice by the State Auditor, Employment Security, 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.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. 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. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. 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 but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **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, acts of public enemy, acts of terrorism, 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.
13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. **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.
16. **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.
17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law 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 this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

CETS #:	
Agency Reference #:	

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. The parties certify, 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 Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, 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. The parties and its subcontractors 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 thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), 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.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **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 and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **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. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a 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, approved by the Office of the Attorney General.

ATTACHMENT AA
SCOPE OF WORK

ASSESSMENTS FOR PARATRANSIT SERVICES

The Regional Transportation Commission (RTC) agrees to the following:

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1. Provide eligibility assessments for paratransit services for Medicaid recipients eligible for Non-Emergency Transportation (NET) services as described and limited to the conditions in the Nevada Medicaid Services Manual 1900 and the contract between the Division of Health Care Financing and Policy (DHCFP) and RTC. Initial and Recertification Assessments conducted on behalf of Medicaid recipients eligible for NET services will only reimburse the RTC for NET eligible recipients. Written documentation of those recipients will be provided to DHCFP and shall include the Medicaid recipient's name, Medicaid number, date and type of assessments performed, and the cost associated with providing the assessment for paratransit services.
2. Provide the DHCFP NET Broker with a list of clients who have requested an appointment for an RTC Paratransit service assessment. This list will contain the following information: RTC Paratransit ID number, first and last name of client, Medicaid number (if available), date of birth, phone number, address, and date of assessment. This list must be submitted via **secure** transmittal either electronically or by mail by RTC to DHCFP. RTC reserves the right to change this referral practice in the future but will send notification thirty (30) days in advance of such decision. Payment for assessments of Medicaid recipients will be contingent upon RTC participation in the referral process to the DHCFP NET Broker.
3. RTC shall invoice DHCFP on or before the last day of each quarter as shown below:
 - Quarter 1 – July 1 to September 30, 2020
 - Quarter 2 – October 1 to December 31, 2020
 - Quarter 3 – January 1 to March 31, 2021
 - Quarter 4 – April 1 to June 30, 2021

Invoices are submitted to **Division of Health Care Financing and Policy, 1100 E. William St., Suite 101, Carson City, NV 89701, Attention: Fiscal Services**. Invoices will contain the following: first and last name of client, Medicaid number, date of birth, and date of assessment and level of assessment. Invoices must be submitted via **secure** transmittal either electronically or by mail by RTC to DHCFP. Invoices will be reconciled by DHCFP against DHCFP NET Broker recipient information. Corrected invoices must be submitted within 30 days from the request for correction by DHCFP. After second reconciliation, payment will be made within 30 days. Anything resubmitted after second reconciliation may delay payment. Invoice submissions must adhere to the time frames required by DHCFP stale claims criteria as referenced in Medicaid Services Manual Chapter 100.

4. In reference to Section 9, Subsections A, B, and C of Contract, the following supplemental guidance is provided specific to this Agreement regarding provisions relating to inspection and audit by DHCFP, such as health care provider credentials, procedures and practices of the RTC or any subcontractor of the RTC, and federal funding. In the event that an audit results in findings that federal funds were obtained or paid incorrectly for any services provided under this Agreement, and those findings require repayment of such funds, the RTC shall make the repayment within 60 days of service of notice of these findings. The repayment by the RTC may be obtained through offset of future payments due under this Agreement, by offset of other payments due to it from the DHCFP, or by any other legal means.
5. To be exclusively responsible for data supplied by the RTC upon which claims are submitted, eligibility is determined, or payment is received on its behalf.

DHCFP agrees to the following:

1. Through the DHCFP NET Broker, provide RTC with an updated list of NET eligible recipients identified in the RTC's daily list of clients sent to the DHCFP NET Broker. This information must be transmitted securely by RTC to DHCFP. This list will contain the following information: RTC paratransit ID number, first and last name of client, Medicaid number, date of birth, phone number, address, and date of assessment. The list must be submitted via **secure** transmittal either electronically or by mail by DHCFP to RTC. This would be provided on a monthly basis for the prior month. Additionally, DHCFP will provide any other data reports as requested/required by the RTC.
2. Reimburse RTC per level and associated unit cost. RTC shall submit supporting documentation of the administrative costs to determine appropriate Medicaid costs per unit. The levels and costs per unit for the paratransit eligibility assessments are as follow:
 - Level One – First level interview/review/processing.
 - Level Two – Physical Functional Assessment.
 - Level Three – Functional Assessment of Cognitive Transit Skills.
 - Level Four – Mini Mental Status Examination (Physical Functional Assessment, if required, will be included)
 - Level Five – Eligibility Appeal

Level	Cost Per Assessment
Level 1-Interview	\$83.89
Level 2-Physical Assessment	\$150.41
Level 3-FACTS	\$150.41
Level 4-MMSE (with Physical)	\$150.41
Level 5-Appeal	\$270.00

The total computable payments are estimated to be:

SFY21 (07/01/20 – 06/30/21)				
	Total Cost Per Level	Projected Assessments Monthly	Projected Assessments Annually	Projected Annual Cost
Level One	\$83.89	260	3,120	\$261,736.80
Level Two	\$150.41	113	1,356	\$203,955.96
Level Three	\$150.41	7	84	\$12,634.44
Level Four	\$150.41	7	84	\$12,634.44
Level Five	\$270.00	16	192	\$51,840.00
SFY21 Projected Cost: \$542,801.64				

Total not to exceed cost for the term of the contract: \$542,801.64

Both parties agree to the following:

1. In reference to Section 4 of Contract, the following supplemental guidance is provided specific to this Agreement regarding the following provisions: In the event that sufficient funding is no longer available under this Agreement, DHCFP will notify RTC before any services are rendered. DHCFP shall not be obligated to make payments to RTC if RTC is provided notice before rendering services. This provision is a condition precedent to DHCFP's obligation to make any payments under the Agreement. Nothing in the Agreement shall be construed to provide RTC with a right of payment over any other entity. If payments, which are otherwise due to RTC under this Agreement, are deferred because of the unavailability of sufficient funds, such payments will be made to the RTC if sufficient funds later become available.

ATTACHMENT BB

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

The Division of Health Care Financing and Policy
Herein after referred to as the "Covered Entity"

and

Regional Transportation Commission of Southern Nevada
Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

WHEREAS, the Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a Contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

- I. **DEFINITIONS.** The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
 1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
 2. **Contract** shall refer to this Addendum and that particular contract to which this Addendum is made a part.
 3. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to

45 CFR 160.103.

4. **Parties** shall mean the Business Associate and the Covered Entity.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
10. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
11. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
12. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
13. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
14. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
15. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received

- training and the date the training was provided or received.
16. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:
 - a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
 - b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
 - c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
 - d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.
2. Prohibited Uses and Disclosures:
 - a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
 - b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in

- accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**
- Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

- Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
- Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
- Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
- Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to

- implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
 6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/> [X]
SUBJECT: APPROVE AMENDMENT		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER:		
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT NO. P392-18-016 (21-010) WITH THE STATE OF NEVADA, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, IN THE NOT-TO-EXCEED AMOUNT OF \$346,644.25, FOR A REVISED NOT-TO-EXCEED AMOUNT OF \$4,604,859.25, FOR FISCAL YEARS 2020 AND 2021 EFFECTIVE UPON APPROVAL THROUGH JUNE 30, 2022, CONTINGENT UPON THE STATE OF NEVADA'S FINAL APPROVAL OF THE AMENDMENT, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AMENDMENT (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES		

FISCAL IMPACT:

The Nevada Department of Transportation will reimburse the Regional Transportation Commission of Southern Nevada (RTC) an additional \$346,644.25, for a total cost of services the not-to-exceed amount of \$4,604,859.25, for freeway management system (FMS) services in Fiscal Years 2020 and 2021.

BACKGROUND:

On October 11, 2018, the RTC approved an Interlocal with the Nevada Department of Transportation (NDOT) to identify the cost of services for the RTC to operate and maintain the freeway management system (FMS) component of the Freeway and Arterial System of Transportation (FAST) system for the 2020-2021 biennium. NDOT provides the necessary funding, through reimbursement, for the operations and maintenance of the FMS.

This recommendation is to approve Amendment No.1 for \$346,644.25, for a new not-to-exceed reimbursement amount of \$4,604,859.25.

Staff recommends approval.

Respectfully submitted,

DocuSigned by:

M.J. Maynard

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M.J. MAYNARD

Chief Executive Officer

cdc

RTC Item #45

July 9, 2020

Consent

Amendment No. 1 to
Interlocal Agreement No. P392-18-016 (21-010)

This Amendment is made and entered into on _____, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as the "RTC".

WITNESSETH:

WHEREAS, on October 18, 2018, the parties entered into Agreement No. P392-18-016 to provide the necessary funding for the freeway management system (FMS) component of the FAST System and the central operations building referred to as the Traffic Management Center (TMC); and

WHEREAS, the amount to be paid to RTC must be increased by Three Hundred Forty-Six Thousand, Six hundred Forty-Four and 25/100 Dollars (\$346,644.25) in accordance with Article III, Paragraph 3, due to the completion of contracts 3624, 3580, 73320, 3692, 3683, 3716, 3618, 3703, 3740 and 3736 adding Five Hundred Seventy-Four (574) ITS devices to the coverage area (refer to Attachment A of Amendment 1 for device and cost breakdown); and

WHEREAS, the amount of DEPARTMENT-funded positions must be increased by Two (2) due to the completion of contracts 3624, 3580, 73320, 3692, 3683, 3716, 3618, 3703, 3740, 3736 adding Five Hundred Seventy-Four (574) ITS devices to the coverage area; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. P392-18-016.

NOW, THEREFORE, the parties agree as follows:

1. "WITNESSETH" paragraph 10, is amended by deleting it in its entirety and inserting in its place:

"WHEREAS, the total cost of services for this Agreement is the negotiated amount identified in Article II, Paragraph 4. It is based upon the RTC's estimated annual costs for providing the complete package of FMS services for the 1,818 FMS devices currently in place utilizing 16 DEPARTMENT-funded positions. Details are included in Attachment "B" FAST FMS Scope of Services, Attachment "C" FAST FMS Devices, Attachment "D" FAST Maintenance Boundaries, Attachment "E" FAST Organizational Chart "E-1" and Attachment "F" FAST Device Performance Measurement Table".

2. Attachment "E" FAST Organizational Chart, referenced in Article I, Paragraph 4, is amended by deleting it in its entirety and inserting in its place:

"Attachment "E-1" FAST Organizational Chart"

3. Article II, Paragraph 4, is amended by deleting it in its entirety and inserting in its place:

"The total not-to-exceed cost of services by the RTC to provide FMS services to the 1,818 FMS devices currently in place utilizing 16 DEPARTMENT-funded positions is estimated to be Two million, One Hundred Forty-Nine Thousand, Three Hundred Fifty-Six and 25/100 Dollars (\$2,149,356.25) for FY 2020 and Two million, Four Hundred Fifty-Five Thousand, Five Hundred Three and No/100 Dollars (\$2,455,503.00) for FY2021".

4. Article III, Paragraph 3, is amended by deleting it in its entirety and inserting in its place:

"The DEPARTMENT may request additional work associated with the operation of the FAST FMS outside of the services identified in Attachment "B" FAST FMS Scope of Services, Attachment "C" FAST FMS Devices (1818 existing FMS devices), Attachment "D" FAST Maintenance Boundaries, Attachment "E-1" FAST Organizational Chart (16 DEPARTMENT-funded positions). Details regarding anticipated additional work are included in Attachment "A" FAST Operational Expenses and Attachment "C" FMS Devices. In total 598 devices may be added with the potential to require an additional Five Hundred Sixty-Two Thousand Five Hundred Thirty-Six and No/100 Dollars (\$562,536.00) for FMS services over a full two years. This additional work shall be negotiated and agreed upon by both parties".

5. Rudy Malfabon, P.E. Director, referenced in FOR DEPARTMENT, is amended by deleting it in its entirety and inserting in its place:

"Kristina Swallow, P.E., Director"

6. Tina Quigley, General Manager, referenced in FOR RTC, is amended by deleting it in its entirety and inserting in its place:

"David Swallow, P.E., Deputy CEO"

7. Attachment A, Paragraph 3, is amended by deleting it in its entirety and inserting in its place:

"During the first quarter of each even year, RTC will submit to NDOT the personnel costs to be used in the following year's legislative session (For example, FAST 2018 calculations are used in the 2019 legislative session which sets budget for the 2020-2021 biennium). Personnel costs are the compensation for 16 NDOT funded positions that are displayed in Attachment "E-1" FAST Organizational Chart"

8. The number of NDOT funded positions referenced in Attachment A, Paragraph 6, is amended by increasing the number from 14 to 16 NDOT funded positions.

9. Attachment A, Paragraph "Total Operational Expense Not-To-Exceed Estimate", is amended by deleting it in its entirety and inserting in its place:

"Combining the FMS Staff costs, FMS ITS Device costs, and additional cost for the 574 ITS devices added to the coverage area, the not-to-exceed cost for FY 2020 is \$2,149,356.25 and the not-to-exceed cost for FY2021 is \$2,455,503.00".

Not to Exceed Total Operational Expenses

Fiscal Year	FMS Staff Costs	FMS ITS Device Cost	Amendment Amount	Total Cost of Services
2020	\$1,641,197.00	\$433,000.00	\$75,159.25	\$2,149,356.25
2021	\$1,738,028.00	\$445,990.00	\$271,485.00	\$2,455,503.00
Total:	\$3,379,225.00	\$878,990.00	\$346,644.25	\$4,604,859.25

10. Attachment "E" FAST Organizational Chart, is amended by deleting it in its entirety and inserting in its place:

"Attachment "E-1" FAST Organizational Chart"

11. All of the other provisions of Agreement No. P392-18-016 dated October 18, 2018, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Amendment on the date first written above.

Regional Transportation Commission of
Southern Nevada

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION

Director

LAWRENCE L. BROWN, III, CHAIRMAN
Name and Title (Print)

Approved as to Legality and Form:

Deputy Attorney General

ATTEST:

Marin DuBois, Management Analyst

APPROVED AS TO FORM:

DocuSigned by:

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RTC Legal Counsel

DS
BH

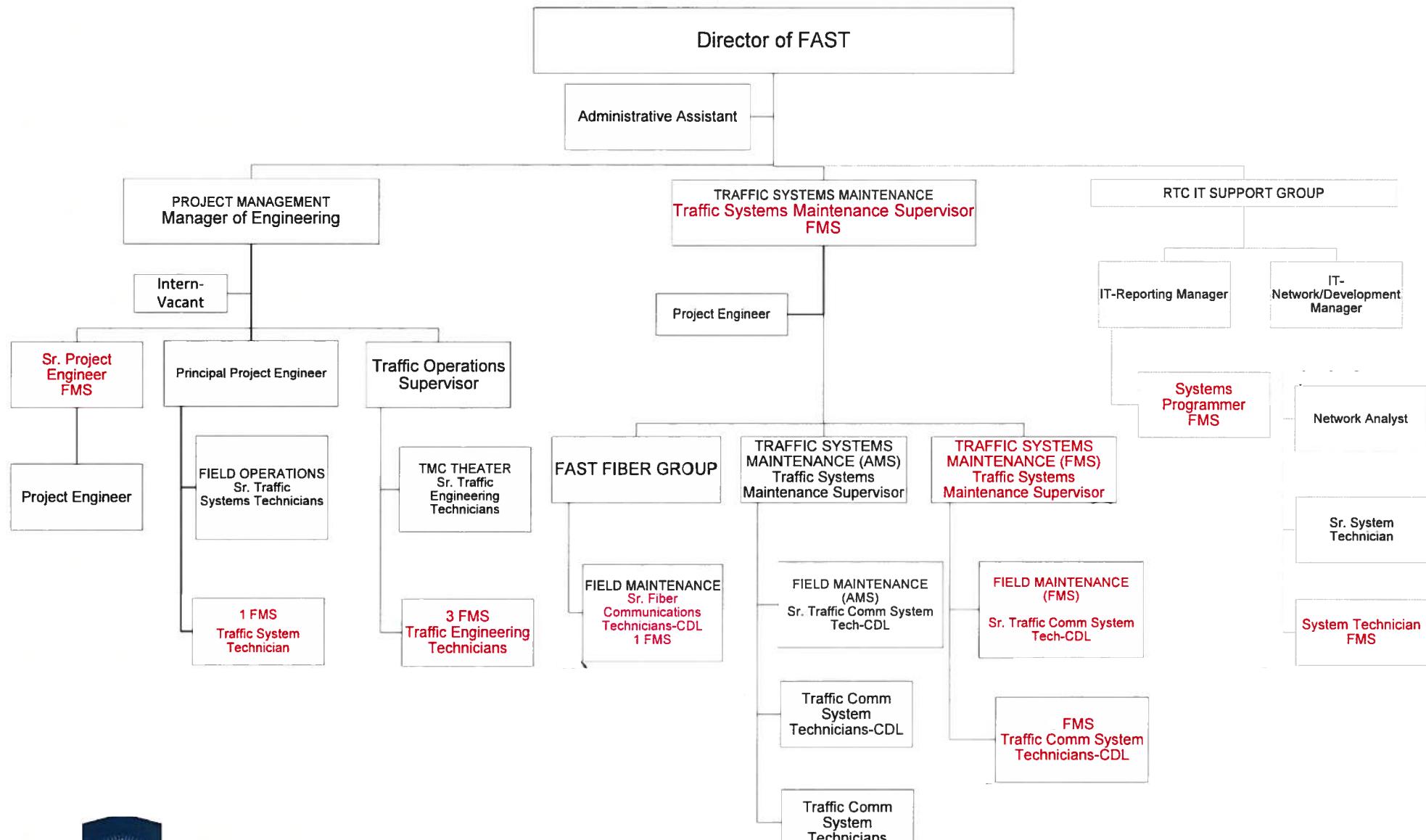
Attachment A
Amendment No. 1 to Interlocal Agreement No. P392-18-016

Per P392-18-016 Attachment C, section “Projected Number of Devices to be Added by Construction Projects in FY19 and FY20” several projects were expected to add devices to the coverage area. The table below summarizes the devices added and having received relief of maintenance at the time of this amendment. The costs were estimated based on equations within the Florida DOT Maintenance Report.

FY20 Pro-rated Cost Increase						
Contract Number	Description	Full Year Cost	Relief of Maintenance Date	Number of Months	Final Price	Number of Devices
3624	I15/US95 Neon Design Build	\$163,781.00	4/1/2020	3	\$40,945.25	298
3580	I11 Boulder City Bypass Phase 1	\$7,593.00	7/1/2019	12	\$7,593.00	17
73320	Project ID DE-093-1(008) I11 Boulder City Bypass Phase 2	\$25,881.00	7/1/2019	12	\$25,881.00	70
3618	I15 FAST Package H1, Install ITS Infrastructure	\$740.00	7/1/2019	12	\$740.00	1
Total:						\$ 75,159.25
						386

FY21 Total Cost Increase			
Contract Number	Description	Full Year Cost	Number of Devices
3624	I15/US95 Neon Design Build	\$ 163,781.00	298
3580	I11 Boulder City Bypass Phase 1	\$ 7,593.00	16
73320	Project ID DE-093-1(008) I11 Boulder City Bypass Phase 2	\$ 25,881.00	71
3692	US95 Phase 2B/5 from Ann Road to Kyle Canyon Road	\$ 12,083.00	32
3683	Project ID DE-015-1(150) I15 Starr Interchange	\$ 3,864.00	11
3716	SR160 Blue Diamond Road Phase 2	\$ 4,019.00	13
3618	I15 FAST Package H1, Install ITS Infrastructure	\$ 740.00	1
3703	I15 FAST Package H2, Install ITS Infrastructure	\$ 13,614.00	31
3740	Project ID SPI-015-2(017) I15 FAST Package H3, Install ITS Infrastructure	\$ 19,407.00	49
3736	Project ID MS-095-1(042) US95 FAST Package K1	\$ 20,503.00	52
Total:			\$ 271,485.00
			574

Total Cost of Services				
Fiscal Year	FMS Staff Costs	FMS ITS Device Cost	Amendment Amount	Total Cost of Services
2020	\$1,641,197.00	\$433,000.00	\$75,159.25	\$2,149,356.25
2021	\$1,738,028.00	\$445,990.00	\$271,485.00	\$2,455,503.00
Total:	\$3,379,225.00	\$878,990.00	\$346,644.25	\$4,604,859.25



REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

Metropolitan Planning Organization []	Transit [X]	Administration and Finance []
SUBJECT: APPROVE PURCHASE ORDER		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER:		
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE PURCHASE ORDER 21-011, FOR NON-WARRANTY REPAIRS AND SPARE PARTS, IN THE AMOUNT NOT-TO-EXCEED \$125,000.00 TO SPX GENFARE, IN ACCORDANCE WITH NEVADA REVISED STATUTE 332.115.1(A), AND AUTHORIZE STAFF TO ISSUE A PURCHASE ORDER (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES		

FISCAL IMPACT:

Funds in the amount of \$125,000.00 are budgeted in the Transit Fund for Fiscal Year 2021.

BACKGROUND:

The Regional Transportation Commission of Southern Nevada (RTC) Transit Technical Equipment Department requests approval to issue a purchase order to SPX Genfare in the amount not-to-exceed \$125,000.00 for non-warranty repairs, purchase of spare parts, components, and software for RTC owned electronic registering fareboxes, ticket reader/issue machines, ticket vending machines, and revenue vaulting equipment. The parts, components, and software are proprietary. Repair, maintenance equipment, and software purchases are only available through SPX Genfare.

Nevada Revised Statute 332.115.1(a) specifies that items which may only be contracted from a sole source are exempt from competitive bidding.

Staff recommends approval.

Respectfully submitted,

DocuSigned by:

MJ Maynard
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M.J. MAYNARD
Chief Executive Officer

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*RTC Item #46
July 9, 2020
Consent*

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: RENEWABLE NATURAL GAS PROCUREMENT AGREEMENT		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE THE SOUTHWEST GAS CORPORATION RENEWABLE NATURAL GAS (RNG) PROCUREMENT AGREEMENT (21-015) AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES		

FISCAL IMPACT:

None

BACKGROUND:

In the Regional Transportation Commission of Southern Nevada's (RTC) continuous effort to improve air quality in Southern Nevada, the RTC will use Renewable Natural Gas (RNG) as a fuel source for transit vehicles. RNG is considered a carbon-neutral fuel because it comes from organic sources that once absorbed carbon dioxide from the atmosphere during photosynthesis. RNG has even greater benefits when it is produced from organic waste that would otherwise decay and create methane emissions. By capturing more greenhouse gases than it emits, this RNG is actually considered carbon negative.

This RNG Agreement with Southwest Gas Corporation will seek to procure supply of RNG fuel for RTC transit vehicles. This agreement is subject to approval from the Public Utilities Commission of Nevada.

Staff recommends approval of the RNG Procurement Agreement.

Respectfully submitted,

DocuSigned by:

MJ Maynard

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MJ MAYNARD
Chief Executive Officer

mt sg

*RTC Item #47
July 9, 2020
Consent*



21246

SOUTHWEST GAS CORPORATION
RENEWABLE NATURAL GAS
PROCUREMENT AGREEMENT

This Renewable Natural Gas Procurement Agreement ("Agreement") is made and entered into by and between SOUTHWEST GAS CORPORATION, a California corporation, (the "Utility") and REGIONAL TRANSPORTATION COMMISSION ("RTC") OF SOUTHERN NEVADA (the "Customer") (each referred to individually as a "Party" and collectively as the "Parties").

The Utility's Nevada Gas Tariff ("Tariff") as authorized by and on file with the Public Utilities Commission of Nevada ("PUCN") shall apply to the transaction to be performed hereunder and is hereby incorporated by reference into this Agreement. Nothing in this Agreement shall be construed in any manner as limiting or modifying the rights or obligations of either Party under the Utility's Tariff. This Agreement, all terms and provisions contained or incorporated herein, and the respective obligations of the Parties hereunder are further subject to all valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction over the subject matter of this Agreement. This Agreement shall at all times be subject to such changes or modifications by the PUCN as it may from time to time direct in the exercise of its jurisdiction.

Customer is a current customer of Utility served under Schedule No. SG-G4 of the Tariff. Customer desires to utilize a supply of renewable natural gas ("RNG") as part of the natural gas that Utility provides to Customer. This Agreement addresses the terms by which Utility will seek to procure a supply of RNG for Customer.

In consideration of the mutual covenants and agreements as herein set forth, the Utility and the Customer agree as follows:

ARTICLE I – NATURAL GAS SERVICE

Subject to the terms, conditions and limitations hereof, Utility agrees to continue to sell and deliver to the Customer, and the Customer agrees to continue to receive, purchase and pay for natural gas volumes, including any RNG quantities, purchased and delivered by the Utility to the Customer. Delivery of natural gas by the Utility shall be to the Customer's existing natural gas meters at the Delivery Points described below and shall be in accordance with the Tariff and this Agreement.

Delivery Point(s)

3304 Citizen Ave., North Las Vegas, NV 89032
 5165 W Sunset Rd, Las Vegas, NV 89118

ARTICLE II - APPLICABLE RATES AND RATE SCHEDULE

As referenced above, Customer receives sales service from Utility under Utility's Schedule No. SG-G4, as approved by the PUCN and as may be amended or superseded from time to time. This Agreement does not change the schedule under which Customer is served; instead, this Agreement enumerates the provisions whereby Utility will procure specific quantities of RNG for Customer that will be in addition to any quantities of natural gas Utility sells to Customer. This Agreement must be reviewed and approved by the Commission prior to Utility's procurement of RNG for Customer.

Customer shall be responsible for the costs associated with Utility's procurement of RNG for Customer. The commodity charge per therm for the Utility's procurement of RNG for Customer may vary depending on the terms and conditions of the procurement of the RNG, but in no event shall the commodity charge per therm be less than the sum of (a) the weighted average cost of gas purchased from suppliers on behalf of the customer; (b) any upstream pipeline capacity or volumetric charges, including an allowance for pipeline shrinkage, incurred to deliver such supply to the Utility's mainline delivery point; and (c) an amount to reflect distribution system shrinkage. A sole and separate accounting of RNG purchases for Customer shall be maintained by the Utility. The rates to be charged Customer are set forth in Exhibit A attached hereto and incorporated herein by this reference.

ARTICLE III - TERM OF AGREEMENT

This Agreement is subject to approval by the PUCN. This Agreement shall become effective upon the date of approval by the Commission (the "Effective Date"). This Agreement shall remain in effect for a primary term of two (2) years ("Primary Term") and shall continue after the expiration of the Primary Term on a month to month basis until termination by either Party as provided herein. Either Party may terminate this Agreement during the Primary Term by providing at least ninety (90) days' advance written notice to the other Party, subject to any outstanding commitments to purchase and deliver RNG from a third-party provider and to pay for the costs associated with such procurement as required by this Agreement. Upon the expiration of the Primary Term, either Party may terminate this Agreement by providing at least thirty (30) days' written notice to the other Party on the first day of any calendar month, subject to any outstanding commitments to purchase and deliver RNG from a third-party provider and to pay for the costs associated with such procurement as required by this Agreement.

Customer shall begin service under this Agreement on the first day of the first month following the Effective Date, unless the date upon which the PUCN approves this Agreement does not afford Customer the opportunity to comply with the six (6) business day advance notice for daily and monthly quantity requirements set forth in Exhibit A. In which case, Customer shall begin service under this Agreement on the first day of the second month following the Effective Date.

ARTICLE IV - NOTICES

Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, by mail, overnight delivery service or facsimile with all postage and charges prepaid, to either Customer or Utility at the place designated. Routine communications shall be considered as duly delivered when received by

ordinary mail. Normal operating instructions can be made by telephone. Unless changed, the addresses of the Parties are as follows:

SOUTHWEST GAS CORPORATION

Attn: Key Account Management LVB-106
5241 Spring Mountain Rd.
Las Vegas, NV 89150
Ph. No. 702-364-3236
Fax No. 702-365-5904
Email: KeyAccountManagement@swgas.com

RTC OF SOUTHERN NEVADA

Attn: Marc Traasdahl, CFO
600 S. Grand Central Parkway, Suite 350
Las Vegas, NV 89106
Ph. No. (702) 676-1631
Fax No. N/A
Email: TraasdahlM@rtcsnv.com

Either Party may change its address at any time upon written notice to the other.

ARTICLE V - OTHER OPERATING PROVISIONS

Customer and Utility agree that Utility will procure, on Customer's behalf, a mutually acceptable specific daily quantity of RNG for Customer's use. The mutually acceptable daily quantity of RNG will be set forth on Exhibit A to this agreement and shall be known as the RNG Maximum Daily Quantity (hereinafter referred to as "RNG MDQ"). In addition to the RNG MDQ, Exhibit A to this Agreement will include the RNG procurement term, RNG procurement price, and other terms related to the Utility's purchase of RNG for Customer. Exhibit A may be superseded by a new Exhibit A upon the expiration of the RNG procurement term. Any Exhibit A to this Agreement does not require approval by the Commission but is required to be executed by representatives from Utility and Customer.

Utility will transport such RNG from the location where the Utility takes title to the RNG from the RNG supplier(s) through all required upstream pipeline facilities to Utility's southern Nevada distribution system and Utility will then deliver the RNG and Environmental Attributes to Customer at the interconnection point between Utility's distribution system and Customer's facilities (Delivery Point(s)). Title of the RNG and Environmental Attributes will transfer from Utility to Customer at the Delivery Point(s).

The RNG MDQ that Utility will procure for Customer will be mutually determined by Customer and Utility based on Customer's requirements and the market availability of RNG. Monthly, the Utility shall invoice the Customer, and Customer shall pay, the costs of the actual quantity of RNG received from the RNG supplier(s) on behalf of Customer by the unit cost the Utility pays to the RNG supplier(s) plus the Delivery Charge, Renewable Energy Program Rate, and Infrastructure Expansion Rate provided in Schedule Number SG-G4 of the Tariff. In addition, the Utility shall invoice Customer, and Customer shall pay, the actual cost of all upstream transportation charges, a per unit charge for reimbursement for in-kind-fuel taken by upstream pipelines based on the Utility's estimated weighted average cost of gas for the month, and all other incremental costs, if any, incurred in purchasing the Procured RNG for that month.

Any quantities of natural gas (other than RNG) that Utility delivers to Customer during a calendar month shall be sold to Customer by Utility at Customer's otherwise applicable rate schedule, as modified from time to time (See Nevada Gas Tariff No. 7, Schedule Number SG-G4).

If during any calendar month Customer takes delivery at the Delivery Point(s) of a quantity that is less than the actual quantity of RNG received from the RNG supplier(s) on behalf of Customer during that month plus any Undelivered RNG Carried Over (defined below) (such aggregate quantity of RNG, the "Cumulative Monthly Quantity"), the difference between the Cumulative Monthly Quantity and the actual quantity of RNG delivered to Customer in such calendar month (such difference, the "Undelivered RNG Carried Over") shall be carried forward and delivered to Customer in the immediately following month. Any Undelivered RNG Carried Over shall be considered first through the meter during the following month.

ARTICLE VI - REGULATORY REQUIREMENTS

This Agreement, all terms and provisions contained or incorporated herein, and the respective obligations of the Parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction over the subject matter of this Agreement. This Agreement shall at all times be subject to such changes or modifications by the PUCN as it may from time to time direct in the exercise of its jurisdiction.

Customer shall not knowingly take any action that would subject Utility to the jurisdiction of the Federal Energy Regulatory Commission ("FERC"), the Department of Energy, or any successor governmental agency. Any such action shall be cause for immediate termination of this Agreement. Should the PUCN or any other regulatory or successor governmental agency having jurisdiction impose by rule, order or regulation any terms or conditions upon this Agreement which are not mutually satisfactory to the Parties, then either Party upon the issuance of such rule, order or regulation, and notification to the other Party, may terminate this Agreement by giving thirty (30) days written notice, subject to any outstanding commitments to purchase and deliver RNG from a third-party provider and to pay for the costs associated with such procurement as required by this Agreement.

Utility shall file this Agreement with the PUCN requesting approval thereof. The Parties hereby agree to support all elements of this Agreement in proceedings before the PUCN, and to advocate in good faith that the PUCN approve this Agreement in its entirety. The Parties agree to present hearing testimony and evidence in support of this Agreement to the extent requested by the PUCN and to acknowledge that their support and advocacy of the Agreement is based upon the Agreement as a whole, in its entirety, and not based upon its individual components viewed in isolation.

ARTICLE VII - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may be assigned or transferred by either Party with the written consent of the other Party. Such approval shall not be unreasonably withheld. As

between the Parties hereto, such assignment shall become effective on the next regularly scheduled meter read date following receipt of written notice that such assignment has been effectuated.

ARTICLE VIII - RULES

The standard Rules of Utility as authorized by and on file with the PUCN in the Utility's Nevada Gas Tariff shall apply to the transaction to be performed hereunder, and are hereby incorporated by reference into this Agreement, except as otherwise provided in this Agreement.

ARTICLE IX – RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to create any partnership, joint venture, employment relationship, franchise, or agency as between the Parties. The relationship of the Parties hereunder shall be that of independent parties. Neither Party is intended to have, nor shall any Party represent to any other person that it has any power, right or authority to bind the other Party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other Party, except as expressly required or authorized by this Agreement, or as otherwise permitted in writing.

Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to the Agreement and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to the Agreement, nor shall any provision give any third person the right of subrogation or action over any Party to the Agreement.

ARTICLE X - MODIFICATIONS

Modifications or changes to this Agreement must be in writing and signed by both Parties. In the event the PUCN rejects or will not approve the Agreement absent material alterations to the Agreement, the Parties hereby agree to meet and confer within ten business (10) days of the PUCN decision to discuss the alterations that would need to be made to the Agreement in order for the PUCN to approve it, and if they are unable to make mutually acceptable modifications to the Agreement either Party may terminate this Agreement without further notice or liability, rendering it null and void.

ARTICLE XI - SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner so as to be effective and valid under applicable law. If any provision of this Agreement shall be deemed to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity. Such probation or invalidity shall not invalidate the remainder of the provision or the other provisions of this Agreement.

ARTICLE XII – CUMULATIVE RIGHTS; NO WAIVER OF RIGHTS

Each and every right granted to a Party or allowed by law or equity shall be cumulative and not exclusive. No failure to exercise, or a delay in exercising any right, will operate as a waiver thereof, nor will any single or partial excuse of any right by a Party preclude any other or future exercise thereof or the exercise of any other right.

ARTICLE XIII – GOVERNING LAW

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Nevada, without consideration of its choice of law provisions.

ARTICLE XIV – ENTIRE AGREEMENT

This Agreement, inclusive of Exhibit A, constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SOUTHWEST GAS CORPORATION

“Utility”

By:

Jose L. Esparza Jr.

Title:

Senior Vice President, Information
Services / Customer Engagement

Date:

RTC OF SOUTHERN NEVADA

“Customer”

By:

Lawrence L. Brown, III

Title:

Chair

Date:

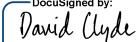
Attest:

By:

Marin DuBois
Management Analyst

Approved as to form:

By:

DocuSigned by:

David Clyde
C20A409B6B774C0...

RTC Legal Counsel

14072795_3



EXHIBIT A
21246

**SOUTHWEST GAS CORPORATION
RENEWABLE NATURAL GAS
PROCUREMENT AGREEMENT**

CURRENT EFFECTIVE RATES:

	<u>Amount</u>
Schedule No. SG-G4 Basic Service Charge/Month, currently:	\$1,000.00/Month
Schedule No. SG-G4 Demand Charge, currently:	\$0.04400/therm
Schedule No. SG-G4 Delivery Charge, currently:	\$0.03896/therm
Schedule No. SG-G4 Renewable Energy Program Rate, currently:	\$0.00186/therm
Schedule No. SG-G4 Infrastructure Expansion Rate, currently:	\$0.00004/therm

The RNG Maximum Daily Quantity shall be: 3,333 Dekatherms

Monthly, the Utility shall invoice Customer for, and Customer shall pay:

The then currently effective Basic Service Charge/Month; plus,

The then currently effective Demand Charge multiplied by the Customer's rolling twelve (12) month peak usage; plus,

The then currently effective Delivery Charge multiplied by the Customer's actual monthly usage; plus,

The then currently effective Renewable Energy Program Rate multiplied by the Customer's actual monthly usage; plus,

The then currently effective Infrastructure Expansion Rate multiplied by the Customer's actual monthly usage; plus,

The actual quantity of RNG the Utility receives from the RNG supplier(s) on behalf of Customer multiplied by the unit cost the Utility pays to the RNG supplier(s) for such RNG; plus,

All applicable Upstream Pipeline Costs associated with the delivery of any RNG supplied under the Procurement Agreement to the Utility's interconnections with upstream pipelines; plus,

Reimbursement for in-kind-fuel taken by upstream pipelines associated with the transportation of the RNG on upstream pipelines based on the Utility's estimated weighted average costs of gas for the month; plus,

All other incremental costs incurred by the Utility in purchasing the RNG procured by the Utility for the Customer for that month; plus,

EXHIBIT A
21246

Any natural gas deliveries other than RNG during the Month multiplied by the sum of the Base Tariff Energy Rate plus the Deferred Energy Account Adjustment applicable to SG-G4 customers; plus,

Any adjustment for applicable state and federal taxes on fuel used for motor vehicles.

Effective Date:

Date Issued: _____ (original)

SOUTHWEST GAS CORPORATION
“Utility”

By: _____
Title: Jose L. Esparza Jr.
Senior Vice President, Information
Services / Customer Engagement

Date: _____

RTC OF SOUTHERN NEVADA
“Customer”

By: _____
Title: Lawrence L. Brown, III

Date: _____

Attest:

By: _____
Marin DuBois
Management Analyst

Approved as to form:

By: _____

David Clyde
C204AC09B6B774C0
RTC Legal Counsel

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: CAPITAL IMPROVEMENT PLAN		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER:		
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AND ADOPT THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2021 (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES		

FISCAL IMPACT:

None

BACKGROUND:

Nevada Revised Statute 354.5945 requires a Capital Improvement Plan (CIP) be prepared/updated on an annual basis. A comprehensive CIP is a multi-year plan for financing infrastructure improvements, facility construction, improvements, and equipment acquisition. The goals of the CIP are to:

- Assess capital needs;
- Identify funding sources for those capital projects/programs which ultimately will provide the greatest return on investment in terms of meeting the increasing demand for infrastructure, public facilities and services;
- Establish priorities among projects to increase the utility of RTC resources; and
- Improve financial planning through disclosure of future debt and the assessment of the fiscal impact.

Attached is the Fiscal Year 2021 CIP for the RTC Board of Commissioners (Board) review and approval. Staff recommends that the Board approve the RTC's Fiscal Year 2021 CIP, and direct staff to submit it to the Nevada Department of Taxation in Carson City, Nevada and the Clark County Clerk.

Respectfully submitted,

DocuSigned by:

MJ Maynard
426D93C7E2244C6...

M.J. MAYNARD
Chief Executive Officer

mt/sg

RTC Item #48
July 9, 2020
Consent

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
 CAPITAL IMPROVEMENT PLAN
 RTC ADMIN, Fund 01

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
Beginning Balance	\$ 9,862,977	\$ 10,207,738	\$ 10,088,157	\$ 10,113,916	\$ 10,586,272
TRANSFERS IN	28,779,401	29,194,638	30,523,459	31,899,951	33,325,828
FEDERAL & STATE GRANTS	7,030,000	7,240,900	7,458,127	7,681,871	7,912,327
OTHER REVENUE	2,689,523	2,770,209	2,853,315	2,938,914	3,027,082
TOTAL RESOURCES	48,361,901	49,413,485	50,923,058	52,634,652	54,851,509
LESS:					
OPERATING EXPENSES	37,424,830	38,547,575	39,704,002	40,895,122	42,121,976
Total Net Available Resources for Projects	10,937,071	10,865,910	11,219,056	11,739,530	12,729,533
<hr/>					
CAPITAL PROJECTS	ESTIMATED COMPLETION	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Administrative Equipment	6/30/2021	729,333			
Administrative Equipment	6/30/2022		777,753		
Administrative Equipment	6/30/2023			1,105,141	
Administrative Equipment	6/30/2024				1,153,258
Administrative Equipment	6/30/2025				
Total Capital Project Costs		729,333	777,753	1,105,141	1,153,258
					1,422,803
Ending Balance		\$ 10,207,738	\$ 10,088,157	\$ 10,113,916	\$ 10,586,272
					\$ 11,306,730

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
 CAPITAL IMPROVEMENT PLAN
 MOTOR VEHICLE FUEL TAX, FUND 05, STREETS & HIGHWAYS

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
Beginning Balances	\$205,659,472	\$110,135,323	\$84,906,924	\$ 155,719,844	\$ 161,845,325
\$0.09 MOTOR VEHICLE FUEL TAX	42,768,388	63,581,192	71,061,332	74,801,402	74,801,402
FUEL INDEXING TAX	68,392,770	105,857,921	123,976,211	134,370,010	141,497,897
GRANTS	22,379,029	15,982,453	-	-	-
BOND PROCEEDS	123,857,233	75,000,000	-	-	-
TOTAL RESOURCES	463,056,892	295,556,888	354,944,467	364,891,256	378,144,624
LESS:					
DEBT SERVICE TRANSFERS OUT	(74,142,425)	(69,361,925)	(69,319,175)	(69,246,900)	(58,426,875)
TRANSFERS OUT	(138,143,585)	(17,182,435)	(17,924,399)	(18,692,525)	(19,487,740)
SERVICES & SUPPLIES	(150,609)	(105,604)	(106,048)	(106,506)	(\$106,978)
BOND ISSUE COSTS	(484,950)		(375,000)		
Total Available Resources	250,135,323	208,906,924	267,219,844	276,845,325	300,123,031
CAPITAL PROJECTS	Estimated Completion	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Road Construction Program	6/30/2021	140,000,000			
Road Construction Program	6/30/2022		124,000,000		
Road Construction Program	6/30/2023			111,500,000	
Road Construction Program	6/30/2024				115,000,000
Road Construction Program	6/30/2025				\$123,000,000
Total Capital Project Costs		140,000,000	124,000,000	111,500,000	115,000,000
Ending Balance		\$ 110,135,323	\$ 84,906,924	\$ 155,719,844	\$ 161,845,325
					\$ 177,123,031

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
 CAPITAL IMPROVEMENT PLAN
 SALES TAX, FUND 06, STREETS & HIGHWAYS

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
Beginning Balance	\$ 68,005,728	\$ 75,645,849	\$ 53,702,107	\$ 49,007,116	\$ 43,597,594
TRANSFER FROM FUND 02, SALES TAX	34,282,279	35,482,159	36,724,034	38,009,376	39,339,704
JET AVIATION FUEL TAX	2,994,591	2,994,591	2,994,591	2,994,591	2,994,591
TRANSFERS IN	126,504,000				
Other	271,068	279,200	287,576	296,203	305,089
TOTAL SOURCES	<u>232,057,666</u>	<u>114,401,799</u>	<u>93,708,308</u>	<u>90,307,286</u>	<u>86,236,978</u>
LESS:					
DEBT SERVICE TRANSFERS OUT	(5,904,125)	(4,696,000)	(4,697,500)	(4,706,000)	(4,725,750)
TRANSFERS OUT		(25,000,000)	(25,000,000)	(25,000,000)	(25,000,000)
PAYMENT TO REFUND BOND	(126,504,000)				
SERVICES & SUPPLIES	(3,692)	(3,692)	(3,692)	(3,692)	(3,692)
Total Net Resources Available for Projects	<u>99,645,849</u>	<u>84,702,107</u>	<u>64,007,116</u>	<u>60,597,594</u>	<u>56,507,536</u>
CAPITAL PROJECTS	<u>Estimated Completion</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Road Construction Program	6/30/2021	24,000,000			
Road Construction Program	6/30/2022		31,000,000		
Road Construction Program	6/30/2023			15,000,000	
Road Construction Program	6/30/2024				17,000,000
Road Construction Program	6/30/2025				19,000,000
Total Capital Project Costs		<u>24,000,000</u>	<u>31,000,000</u>	<u>15,000,000</u>	<u>17,000,000</u>
Ending Balance	<u>\$ 75,645,849</u>	<u>\$ 53,702,107</u>	<u>\$ 49,007,116</u>	<u>\$ 43,597,594</u>	<u>\$ 37,507,536</u>

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
 CAPITAL IMPROVEMENT PLAN
 TRANSIT, Fund 50

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
Beginning Balance - Unrestricted Net Position	\$ 149,538,021	\$ 147,098,057	\$ 153,521,824	\$ 157,594,777	\$ 111,775,318
NEVADA SALES TAX	122,079,566	129,892,658	138,205,788	147,050,959	156,462,220
FEDERAL & STATE GRANTS	147,164,984	81,749,928	61,583,329	46,202,962	45,722,364
TRANSIT REVENUE	46,993,726	56,071,309	60,699,058	63,365,256	66,204,461
INTEREST INCOME	-	-	-	-	-
TRANSFERS IN		25,000,000	25,000,000	25,000,000	25,000,000
MISCELLANEOUS	1,400,000	1,442,000	1,485,260	1,529,818	1,575,712
TOTAL RESOURCES	467,176,297	441,253,952	440,495,259	440,743,771	406,740,076
LESS:					
TRANSFERS OUT	(11,879,879)	(12,012,203)	(12,599,060)	(13,207,426)	(13,838,088)
TRANSIT EXPENSES	(197,577,531)	(211,408,960)	(230,194,819)	(241,123,162)	(249,466,350)
SALARIES & BENEFITS	(19,076,245)	(19,652,825)	(20,246,831)	(20,858,792)	(21,489,249)
Total Net Available Resources for Projects	238,642,642	198,179,964	177,454,549	165,554,392	121,946,389

PROJECT	ESTIMATED COMPLETION				
Transit Vehicles and Related Equipment	6/30/2021	61,970,021			
Land and Improvements	6/30/2021	18,149,428			
Equipment and Software	6/30/2021	8,826,944			
Capital Contingency	6/30/2021	2,598,192			
Transit Vehicles and Related Equipment	6/30/2022		18,773,138		
Land and Improvements	6/30/2022		6,844,960		
Equipment and Software	6/30/2022		17,910,000		
Capital Contingency	6/30/2022		1,130,043		
Transit Vehicles and Related Equipment	6/30/2023			12,581,332	
Land and Improvements	6/30/2023			1,000,000	
Equipment and Software	6/30/2023			5,700,000	
Capital Contingency	6/30/2023			578,440	
Transit Vehicles and Related Equipment	6/30/2024				51,078,293
Land and Improvements	6/30/2024				1,000,000
Equipment and Software	6/30/2024				134,400
Capital Contingency	6/30/2024				1,566,381
Transit Vehicles and Related Equipment	6/30/2025				60,014,773
Land and Improvements	6/30/2025				1,000,000
Equipment and Software	6/30/2025				-
Capital Contingency	6/30/2025				1,830,443
Total Capital Project Costs		91,544,585	44,658,141	19,859,772	53,779,074
Ending Balance - Unrestricted Net Position		\$ 147,098,057	\$ 153,521,824	\$ 157,594,777	\$ 111,775,318
					\$ 59,101,172

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: DEBT MANAGEMENT POLICY – FISCAL YEAR 2021		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEAVDA (RTC) APPROVE AND ADOPT THE DEBT MANAGEMENT POLICY FOR FISCAL YEAR 2021 (FOR POSSIBLE ACTION)		
GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES		

FISCAL IMPACT:

None

BACKGROUND:

A comprehensive Debt Management Policy (Policy) is an important foundation of sound financial management. This type of policy sets forth the parameters for issuing and managing outstanding debt. It defines responsibilities, the purposes for which debt may be issued, debt objectives, types and amount of permissible debt, method of sale that may be used, structural features, as well as a debt capacity analysis.

Prior to Fiscal Year (FY) 2000, the Regional Transportation Commission of Southern Nevada (RTC) relied on Clark County's Debt Management Policy to govern the RTC's debt issuances and debt management. In FY 2000, the RTC Board of Commissioners (Board) approved the RTC's first Debt Management Policy. Nevada Revised Statute 350.013 and Nevada Administrative Code 350.010 requires the Policy be updated annually. The FY 2021 Policy is attached for the Board's review and approval.

Staff recommends that the Board approve the RTC Debt Management Policy for FY 2021, and direct the Department of Finance to transmit the Policy to the Nevada Department of Taxation, the Clark County Debt Management Commission, the Clark County Clerk, and the Legislative Counsel Bureau.

Respectfully submitted,

DocuSigned by:

MJ Maynard

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M.J. MAYNARD
Chief Executive Officer

mt/sg

RTC Item #49
July 9, 2020
Consent

**REGIONAL TRANSPORTATION
COMMISSION
OF
SOUTHERN NEVADA**

DEBT MANAGEMENT POLICY

FISCAL YEAR 2021

July 9, 2020

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

DEBT MANAGEMENT POLICY

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**REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA**

DEBT MANAGEMENT POLICY

Effective Date: July 1, 2002	Revised: July 9, 2020
Approved: _____	Chief Executive Officer

I INTRODUCTION

Sound financial management is the foundation of a comprehensive debt policy. A debt management policy sets forth the parameters for issuing debt and managing outstanding debt - including the commitment to full and timely repayment of all outstanding debt, while at the same time, providing guidance for decision makers. A debt management policy should define responsibilities of staff and outside consultants, the purposes for which debt may be issued, the objectives of debt issuances, type and amount of permissible debt, method of sale that may be used and other structural features. This debt policy reflects a binding commitment to full and timely repayment of all debt as an intrinsic requirement for the maintenance of a sound financial position. The policy is based upon a thorough analysis of debt capacity.

A regularly scheduled analysis of the debt position is an important tool to insure that the resources of the Regional Transportation Commission of Southern Nevada (RTC) meet its commitment to providing a safe, convenient and effective regional transportation system that enhances mobility and air quality for the citizens of Southern Nevada. The RTC conducts a debt capacity analysis, at a minimum, on an annual basis to both update the Debt Management Policy, and as necessary, to comply with NRS 350.013. This analysis includes an assessment of the existing debt, future proposed debt, and the capacity of the RTC to service additional debt. This analysis is incorporated as an attachment to the Debt Management Policy.

II RESPONSIBILITIES

The RTC's financial team includes its Chief Financial Officer, financial advisors, bond counsel, underwriters (on a negotiated sale), and Finance Department staff.

A. Chief Financial Officer - The primary responsibility for developing financing recommendations rests with the RTC's Chief Financial Officer.

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B. Bond Counsel - The bond counsel will issue an opinion as to the legality and tax exempt status of any obligations. The RTC will also seek the advice of bond counsel on all other types of financing and on any other questions involving federal tax or arbitrage law. Bond counsel is also responsible for the preparation of the resolutions authorizing issuance of obligations and all of the closing documents to complete their sale.

C. Financial Advisor – When necessary, the RTC will seek the advice of a financial advisor. The financial advisor will advise on the structuring of obligations to be issued, inform the RTC of various options, provide advice to the RTC as to how choices will impact the marketability of RTC obligations and will provide other services as required. To insure independence, the financial advisor will neither bid on, nor underwrite, any RTC debt issues.

D. Reviews - The RTC will publish notice of intent to issue medium term obligations for the public in the newspaper for at least ten days, following the adoption of a resolution by the Commission. The resolution will include the identification and amount of revenue required to repay the debt. The resolution will be submitted to the executive director of the Nevada Department of Taxation for approval, with such approval recorded in the minutes of the RTC. The State Department of Taxation receives an Indebtedness Report, updates to this Debt Management Policy, and a Capital Improvement Plan on an annual basis. A Debt Management Commission exists in Clark County for coordination and review of local government debt requests.

III PURPOSES FOR DEBT ISSUANCE

Debt financing is normally used for land acquisition, capital construction, improvements, facility expansion and other transportation infrastructure improvements and additions which cannot be funded from current revenues, capital reserves or fund balances. Capital planning is vital to defining these needs.

The RTC is committed to systematic capital planning. Debt may not be issued for anything which is not contained in one or more of the Agency's financial plans. The various Agency transportation plans tie together to define short, and longer, range capital needs for the Capital Improvement Plan (CIP). In accordance with NRS 350.013, the RTC annually submits its CIP for the ensuing five fiscal years to the State Department of Taxation on an annual basis.

A. Regional Transportation Plan - The Regional Transportation Commission, acting in its role as the designated Metropolitan Planning Organization (MPO), develops the long range Regional Transportation Plan. This Plan addresses a twenty-year planning horizon and includes both long and short range strategies and actions designed to lead the development of an integrated, inter-modal metropolitan transportation system.

B. Transportation Improvement Program - The Transportation Improvement Program for the metropolitan planning area is a financially constrained program which includes a short-term priority list of projects to be carried out over a four year period.

IV DEBT OBJECTIVES

The RTC is guided by several principles in selecting a funding source for capital improvements:

- A. To finance only when necessary.** The RTC will attempt to fund capital projects with grants and other resources, including dedicated revenues such as sales and fuel tax, on a pay-as-you-go financing basis. When such funds are insufficient, the RTC will consider incurring debt to finance capital projects.
- B. To provide equity.** Wherever appropriate, the beneficiaries of a project or service will pay for it. For example, if a project benefits the entire community, the project will be paid for with tax revenues received from the general community. If, however, the project benefits specific users, an attempt will be made to obtain the resources from the beneficiaries of the project, i.e., transit facilities may be paid for through user fees.
- C. To provide effectiveness.** In selecting sources of revenue for financing projects, the RTC will select one or more that effectively fund the total cost of a project. For example, if funding a capital project, or the debt service on a project with a user fee that does not provide sufficient funds to pay for the project, is not an effective means of funding the project. Also, the RTC will attempt to time the financing of projects in an effective manner.
- D. To obtain efficiency.** If grants or current revenues are not available to fund a project, the RTC will select a financing technique that provides for the lowest total cost, including minimal debt service, consistent with acceptable risk factors and principals of equity and effectiveness. For example, these methods are exemplified in the revenue bonds issued for streets and highways.
- E. To maintain and improve credit quality.** Efforts will be made to maintain or improve bond ratings. Full disclosure of operations will be made to the bond rating agencies. The RTC staff and the financial advisors, will prepare and present credit presentations to the rating agencies prior to every bond issue.
- F. To provide maximum security in the structuring of debt.** In structuring debt the RTC will weigh various options, and select the option or options that provide maximum security, and the lowest cost of borrowing.
- G. To provide security for the payment of debt.** The RTC will maintain a debt service reserve fund equal to the maximum of one-year principal and interest due on all outstanding bonds. Additionally, the Agency will give first priority in budgeting revenues for the payment of interest and principal on indebtedness of the Commission.

V TYPES OF DEBT

A. Bonds

1. General Obligation Bonds - These are bonds legally payable from general revenues (ad valorem or property tax) as a primary or secondary source of repayment, backed by the government. *The RTC does not levy taxes; therefore, it is not authorized to issue general obligation bonds.* Clark County has the authority to issue general obligation bonds additionally secured by the sales tax levied for a public transit system.
2. Special Revenue Bonds - Special revenue bonds are those bonds payable from a dedicated revenue source.

Prior to July 1, 2011, The RTC was precluded by statute from issuing its own revenue bonds repaid by County Motor Vehicle Fuel Taxes or by Sales & Use Taxes. The RTC administers the funds in which these taxes are deposited for transportation purposes. In the past, RTC requested the Clark County Commission issue special revenue bonds, as necessary, backed by these revenues.

The Nevada State Legislature approved Senate Bill 432 in the 2011 Legislative Session authorizing the RTC to issue bonds. Subsequent to July 1, 2011 the RTC will issue bonds under its own authority and in its own name when feasible and financially advantageous. The RTC will work with Clark County in determining if future bond issues should be issued by Clark County or the RTC. Clark County issued debt for the RTC and RTC issued debt will be considered in sizing future debt issues.

3. Other Bonds - These instruments include medium-term bonds payable from a variety of revenue sources. The RTC is authorized to issue medium-term obligations under NRS 350.085 to 350.095 and, to the extent applicable, NRS 350.500 to 350.720.
4. Commercial Paper (CP) - CP is a short-term financing method preceding a bond sale. The issuance of CP allows for the draw down of funds as needed, thereby avoiding arbitrage difficulties. CP issuance is authorized under NRS 350.085 to 350.095 and, to the extent applicable, NRS 350.500 to 350.720.

B. Notes - These are negotiable notes, mortgages, or other notes evidencing amounts borrowed.

C. Leases or Certificates of Participation - A certificate of participation is a unique form of financing for a variety of special projects. They are essentially leases which are certificated and sold to the public. It is a right to buy cash flow rights where the cash flows are the lease payments from the lessee. Investors purchase certificates representing their participation in the lease. Often, the equipment or facility being acquired serves as collateral.

D. Warrants - The RTC is authorized to execute warrants evidencing an amount due to any person for any service or supply, equipment or other material furnished to the RTC evidencing any amount borrowed.

E. Interim Debentures - Interim debentures evidence any medium-term obligations, construction loans, and other temporary loans in supplementation of long term financing and the issuance of bonds.

F. Inter-fund Loans - These are temporary loans not considered to be external debt. Interfund loans may be utilized on occasion in unique situations, and must be paid back with interest, normally within a one-year time period.

VI METHOD OF SALE

There are two ways bonds can be sold: competitive (public) or negotiated sale. The RTC will follow statutory requirements in determining the method of sale for its bonds. Competitive and negotiated sales provide for one or more pricings, depending upon market conditions or other factors. Either method can provide for changing sale dates, issue size, maturity amounts, terms, bond features, etc. The timing of any sale is generally related to the requirements of the Nevada Open Meeting Law.

A. Competitive - RTC shall issue bonds by competitive (public) bid unless, because of particular circumstances related to the pledged revenue or conditions in the market, a negotiated sale will provide a benefit. In a competitive sale, all underwriters are invited to submit a proposal to purchase an issue of bonds. The bonds are awarded to the underwriter presenting the best bid according to stipulated criteria set forth in the notice of sale. The best bid is determined based on the lowest overall interest rate. The conditions in the market which provide an exception to competitive bidding include, but are not limited to:

- Complex financing structure (i.e., new security feature, variable rate financing, new derivatives, etc.)
- Difficulty in marketing due to credit rating or lack of bids
- Private placement, or sale to a municipality, the state, or a federal agency

B. Negotiated - When conditions for a competitive sale are not favorable, and when a negotiated sale will provide significant benefits to the RTC not achievable through a competitive sale, the RTC may elect to sell its debt obligations through a private or negotiated sale. Refunding bonds, if the General Manager designates, may be made through a negotiated sale if this would provide a substantial benefit to the RTC. Such determination may be made on an issue-by-issue basis, for a series of issues, or for part or all of a specific financing program.

In accordance with NRS 350.175 and 350.185 the following procedures will be followed for a negotiated bond sale.

1. Provide notice of the request for proposals in a manner that ensures that a reasonable number of underwriters for the size of the bond issue are notified of the request. The appropriate governing body shall approve the notice.
2. Underwriters included in the Clark County approved pool shall be rotated regularly and in coordination with County staff.

3. The criteria used to select an underwriter in a negotiated sale shall include, but not be limited to the following:

- Ability and experience
- The degree to which the proposal of the responding underwriter meets the needs of the RTC, and minimizes risk and cost.
- An estimation of any fees or other elements of the gross spread between the price paid to the RTC for the bonds and the price at which the bonds are sold to investors.
- Any other fees, charges or commissions which the RTC will be required to pay in connection with the issuance of the bonds.
- Any fees paid by the underwriter to persons who are not employees of the underwriter to obtain business from the RTC.
- Public finance team and resources

4. Clark County has traditionally included the RTC in the procurement and selection of the pool of underwriters every 6 years in accordance with and pursuant to NRS 350.175.

5. Equal Opportunity: An underwriter will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation or preference, or national origin in consideration for an award.

Minority Business Enterprises (MBE) - It is a continuing goal of RTC to actively pursue minority and women-owned business enterprises to take part in RTC's procurement and contracting activity. Minority and women-owned business enterprises will be solicited in the same manner as non-MBE firms. RTC encourages participation by minority and women owned business enterprises and will afford full opportunity for bid submission. Minority and women-owned business enterprises will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

VII STRUCTURAL FEATURES

A. Maturity - The RTC is authorized to issue medium-term notes or bonds (10 years or less). The agency may borrow on a short-term basis to fund cash flow irregularities anticipated pending receipt of tax revenues or grants. The term of the RTC debt issues should not extend beyond the useful life of the financed project or equipment. RTC negotiable notes or bonds can not mature any later than ten years after the date of issuance.

The RTC is also authorized to issue long-term special revenue bonds. These instruments generally range between twenty and thirty years unless there are compelling factors justifying a different term.

B. Interest - Any securities must bear interest at a rate, or rates, which do not exceed by more than three percent the Index of Twenty Year Bonds for general or medium term notes and bonds; or do not exceed by more than three percent the Index of Revenue Bonds for special revenue bonds pursuant to NRS 350.2011.

C. Repayment - Debt should be structured generally to provide for either level principal or level debt service. The RTC may choose to structure debt repayment so as to wraparound existing obligations or to achieve other financial planning goals.

D. Debt Service Fund and Reserve Fund - An RTC Debt Service Fund and a Debt Service Reserve Fund will be maintained to provide sufficient resources to service obligations as they come due. Amounts deposited into the Debt Service Fund will comply with bond covenants. The Reserve amount will be equal to the maximum annual debt service.

E. Bond Insurance - Bond insurance may be purchased directly by the RTC prior to the bond sale, or at the underwriter's option and expense. When insurance is purchased directly by the RTC, the present value of the estimated debt service savings from insurance should be at least equal to or greater than the insurance premium.

F. Credit Objectives - The RTC will strive to maintain an underlying rating of at least an Aa3 credit rating by Moody's rating agency and AA- credit rating by the Standard & Poor's Rating Services rating agency. Bond insurance may be purchased, if necessary, to maintain bond ratings at this level or increase the level of rating, and the related interest savings justify the premium.

G. Coverage - The RTC will maintain a minimum debt service coverage ratio for outstanding revenue bonds of pledged revenues equal to either 150 percent of annual debt service or coverage equal to requirements that maintain current ratings. This applies to revenue bonds; it does not apply to medium term bonds, unless the intent of the medium term bonds is to ultimately issue long-term bonds.

H. Call Provisions - Optional redemption provisions, or call provisions, may be pursued

if interest rates are relatively high to obtain lower interest rates sooner than a traditional 10 year call.

I. Refunding - Refunding will be pursued if, following a review of benefits, it proves advantageous to the RTC. The RTC will consider refunding if the present value savings is at least three percent of the par amount of the refunded bonds. Refunding will also be considered if there is another reason the RTC determines is compelling (e.g., for the purpose of changing onerous requirements in a previous bond indenture).

J. Discounts - Securities may be sold at par, above par or below par at a discount of not more than nine percent of the principal amount.

VIII REPORTING

A. Disclosure - So long as bonds remain outstanding, financial information and operating data will be provided to the Electronic Municipal Market Access (EMMA) and any other required information depositories, in compliance with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

B. Arbitrage - The Chief Financial Officer is responsible for coordinating with the Clark County Treasurer's Office for the maintenance of a system of record keeping in the event the arbitrage rebate is required in accordance with the federal tax code. (This effort includes tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any rebate earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the RTC outstanding debt issues.) It is the RTC's policy to minimize the cost of arbitrage rebate and yield restriction while strictly complying with the law.

C. Fiscal Reports – Included in the Annual RTC Component Unit Financial Report will be schedules of revenues, expenditures, and changes in fund balances – budget and actual for the Debt Service Fund and Debt Reserve Fund, 03 & 04, as supplementary information.

D. State Requirements - An Indebtedness Report will be submitted to the State of Nevada Department of Taxation on an annual basis. A five-year Capital Improvement Plan is required with the Indebtedness Report. An update to this Debt Management Policy is required to be submitted on an annual basis.

ATTACHMENT 1 DEBT CAPACITY ANALYSIS

Current Debt Position

Highway Improvement Revenue Bonds - These are special obligations of the RTC and Clark County payable solely from and secured by pledged revenues derived from County Motor Vehicle Fuel Tax. In general, net pledged revenues consist of the net revenues, after certain deductions from a tax levied of nine cents per gallon by the County, and the County's proportional interest in taxes, equal to three cents per gallon, levied by the State.

Highway Revenue Bonds (Indexed Fuel Tax and Subordinate Motor Vehicle Fuel Tax) - These are special obligations of the RTC and Clark County payable solely from and secured by pledged revenues derived from County Indexed Fuel Tax, and have a subordinate lien on Motor Vehicle Fuel Tax remaining after debt service on senior lien Highway Improvement Revenue Bonds. In general, net pledged revenues consist of the net revenues, after certain deductions from indexed fuel tax levied by the County, and the County's proportional interest in taxes, which is the same as the distribution of the Motor Vehicle Fuel Tax.

Streets and Highway Projects Revenue Bonds are special obligations of the RTC and Clark County payable solely from and secured by Sales and Excise Tax Revenue. Series 2010 is secured by 0.125% Sales and Excise Taxes. The remainder of the Series is secured by 0.25% Sales and Excise Taxes.

The following is the current outstanding debt issued through Clark County for RTC transportation projects:

OUTSTANDING BONDS		
Type	Original Issue	Estimated Balance 6/30/2021
Clark County Revenue Bonds issued against Motor Vehicle Fuel Tax:		
2011 Highway Improvement Bonds	\$ 118,105,000	\$ 40,765,000
2016 Highway Improvement Bonds	107,350,000	65,785,000
2016B Highway Improvement Bonds	43,495,000	43,495,000
Total Motor Vehicle Fuel Tax Bonds		<u>\$ 150,045,000</u>
Clark County Revenue Bonds issued against Indexed Fuel Tax:		
2014A Highway Revenue Bonds	\$ 100,000,000	\$ 79,135,000
2015 Highway Revenue Bonds	85,000,000	74,135,000
2017 Highway Revenue Bonds	150,000,000	135,610,000
2019 Highway Revenue Bonds	60,000,000	57,015,000
Total Indexed Fuel Tax Bonds		<u>\$ 345,895,000</u>
Clark County Revenue Bonds issued against Sales and Excise Tax:		
2010C Streets and Highways Projects	\$ 140,560,000	\$ 140,560,000
2016A Streets and Highways Projects	36,405,000	33,535,000
Total Sales and Excise Tax Bonds		<u>\$ 174,095,000</u>

Future Debt Payments

DEBT SERVICE ON OUTSTANDING BONDS			
Clark County Revenue Bonds issued against Motor Vehicle Fuel Tax:			
Fiscal Year	Principal	Interest	Total
2021	26,855,000	9,386,000	36,241,000
2022	28,195,000	6,797,375	34,992,375
2023	29,605,000	5,352,375	34,957,375
2024	31,080,000	3,835,250	34,915,250
2025	21,605,000	2,518,125	24,123,125
TOTAL	\$ 137,340,000	\$ 27,889,125	\$ 165,229,125
Clark County Revenue Bonds issued against Indexed Fuel Tax:			
Fiscal Year	Principal	Interest	Total
2021	14,765,000	17,637,175	32,402,175
2022	17,540,000	16,829,550	34,369,550
2023	18,420,000	15,941,800	34,361,800
2024	19,320,000	15,011,650	34,331,650
2025	20,280,000	14,023,750	34,303,750
TOTAL	\$ 90,325,000	\$ 79,443,925	\$ 169,768,925
Clark County Revenue Bonds issued against Sales and Excise Tax:			
Fiscal Year	Principal	Interest	Total
2021	14,265,000	7,282,298	21,547,298
2022	14,890,000	9,371,655	24,261,655
2023	15,450,000	8,588,798	24,038,798
2024	16,050,000	7,751,078	23,801,078
2025	16,690,000	6,861,223	23,551,223
TOTAL	\$ 77,345,000	\$ 39,855,052	\$ 117,200,052

Ability to Afford Existing and Future Debt Obligations

The RTC is not authorized to issue general obligation bonded debt that is payable from ad valorem taxes, nor is the Regional Transportation Commission authorized to levy ad valorem taxes to pay debt service on bonds. The RTC's ability to afford existing debt and future debt obligations is addressed in this section. It describes coverage, impact of a repeal or amendment of State statute, and reserve funds.

The Debt Service Coverage Ratio (DSCR) is the ratio of pledged revenues to related debt service for a given year. It shows that the revenues pledged to pay the debt service are, in fact, sufficient or insufficient to pay debt service by the number of times it is covered.

The DSCR required for the outstanding Clark County Highway Improvement, Highway Revenue Bonds (Indexed Fuel Tax and Subordinate Motor Vehicle Fuel Tax) and Streets and Highway Projects revenue bonds is 1.50. The County Motor Vehicle Fuel Tax, Indexed Fuel Tax, and the Sales and Excise Tax has historically supplied sufficient revenues to pay debt service on the related outstanding bonds. The County has also pledged state Motor Vehicle Fuel Tax receipts of three cents per gallon and Indexed Fuel Tax receipts of 5.35 cents per gallon used for County and City road improvements that would be used for Debt Service if the nine cent fuel tax and RTC's Indexed Fuel Tax were not sufficient to cover debt service. As it is not the RTC's intent to use the County's three cent fuel tax or its 5.35 Indexed Fuel Tax for Debt Service, it will not be considered in the DSCR calculation. A portion of the proceeds of the 2007 Highway Improvement Bonds paid off the outstanding 2005 Sales Tax Commercial Paper Program, and since then 25% of the Debt Service for the Highway Improvement Bonds has been funded from Sales Tax Revenue allocated to the Streets and Highway Program. The estimated DSCR at June 30, 2020 is 2.95.

DEBT SERVICE COVERAGE - FY2020 ESTIMATED	
Motor Vehicle Fuel Tax Revenue	\$ 63,499,844
Indexed Fuel Tax Revenue	93,680,441
Fuel Tax Revenues	<u>157,180,285</u>
Less: Direct Distribution for Certain Political Subdivisions	
not included in Regional Street & Highway Plan	4,715,409
Net Fuel Tax Revenues	<u>152,464,876</u>
Sales Tax Revenue Lien for Streets & Highways Bonds	100,500,315
Jet-Aviation Fuel Tax Revenue	3,513,653
Revenue Pledged for Debt Service	<u><u>\$ 256,478,845</u></u>
Debt Service	<u><u>\$ 86,815,201</u></u>
Debt Service Coverage Ratio	<u><u>2.95</u></u>

Nevada Revised Statutes provide that no act concerning bond security may be repealed, amended or modified so as to impair the bonds or their security until all bonds have been discharged in full or provision for their payment and redemption made. This adds additional security for RTC bonds.

The RTC Bond Reserve Fund 04 has been established to provide a debt service reserve. The Highway Bond Ordinances require a bond reserve fund to provide a cash balance equal to the highest maximum annual debt service. Currently, the reserve is fully funded, and are planned to be fully funded until the bonds are paid off.

Capacity to Incur Future Debt without Exceeding the Applicable Debt Limit

Revenue bonds are not general obligations of the County or RTC and no ad valorem taxes may be levied to pay the debt service. They are excluded from Clark County's legal debt limit.

Clark County may not issue bonds in an amount which requires total debt service on all bonds then outstanding to exceed the estimated receipts to be derived from the County Motor Vehicle Fuel Tax (pursuant to the State Fuel Tax Act). Therefore, the amount of outstanding debt is a key factor.

Future Highway Improvement and Streets and Highways Bond Debt:

The RTC does plan to issue additional debt against the Highway Improvement or Streets and Highways Bonds secured by Motor Vehicle Fuel Tax only in fiscal year 2021.

The RTC does plan to issue additional debt against the Indexed Fuel Tax passed in the 2013 Nevada State Legislature and by the electorate in 2016 as needed for Streets and Highway construction projects over the next 10 years.

The RTC does not anticipate borrowing in FY2021 for the Indexed Fuel Tax programs as existing cash balances and revenue are deemed sufficient to pay for scheduled projects.

The RTC currently has no outstanding Commercial Paper.

Assembly Bill (AB) 415 was approved by the 2007 Nevada State Legislature. AB 415 allowed commercial paper programs used for transportation, flood control and water treatment related projects to use CP in a manner similar to a short-term revolving line of credit.

General Obligation Debt Per Capita Compared to the Average of Such Debt for Other Local Governments

The RTC does not currently have any outstanding bonds payable from ad valorem taxes. Therefore, it is not considered necessary to determine a per capita general obligation debt comparison of the RTC with other governmental agencies within the state.

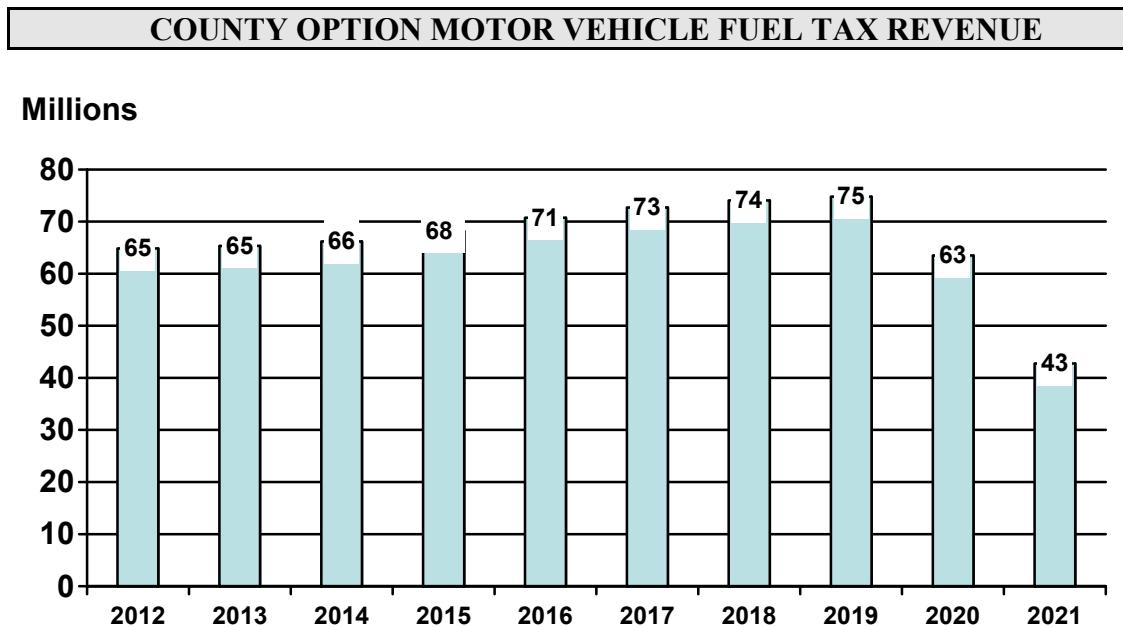
General Obligation Debt as a Percent of Assessed Value of All Taxable Property in the County

The RTC does not have any general obligation debt that is payable from ad valorem taxes and is not authorized to levy ad valorem taxes to pay debt service on bonds; therefore, this section is not applicable.

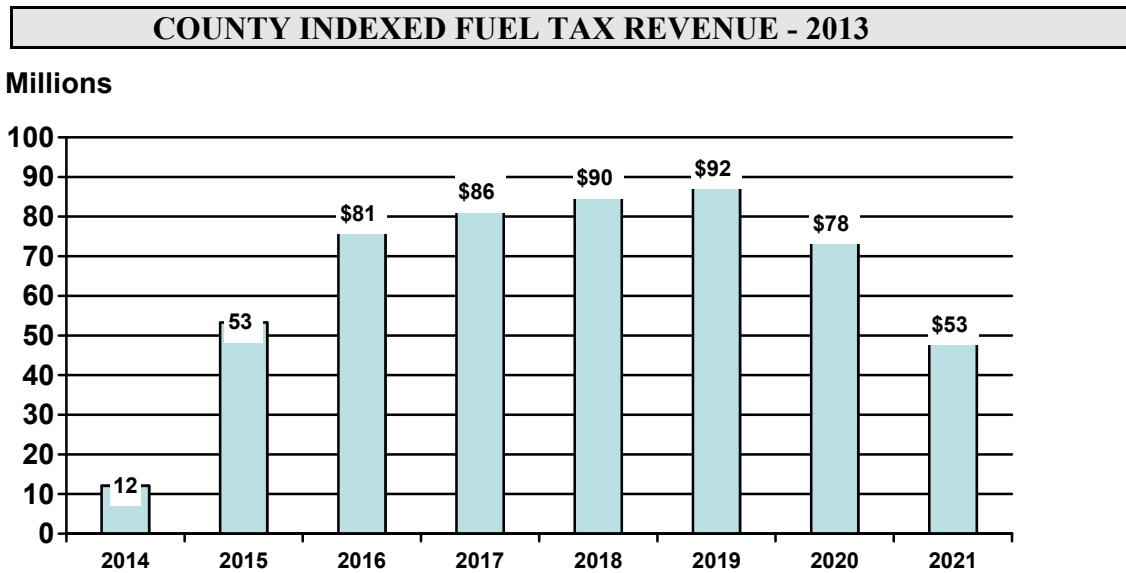
Sources of Money Projected to be Available to Pay Existing and Future Debt

All existing and future debt will be paid primarily from revenues derived from motor vehicle fuel taxes, indexed fuel taxes and sales taxes.

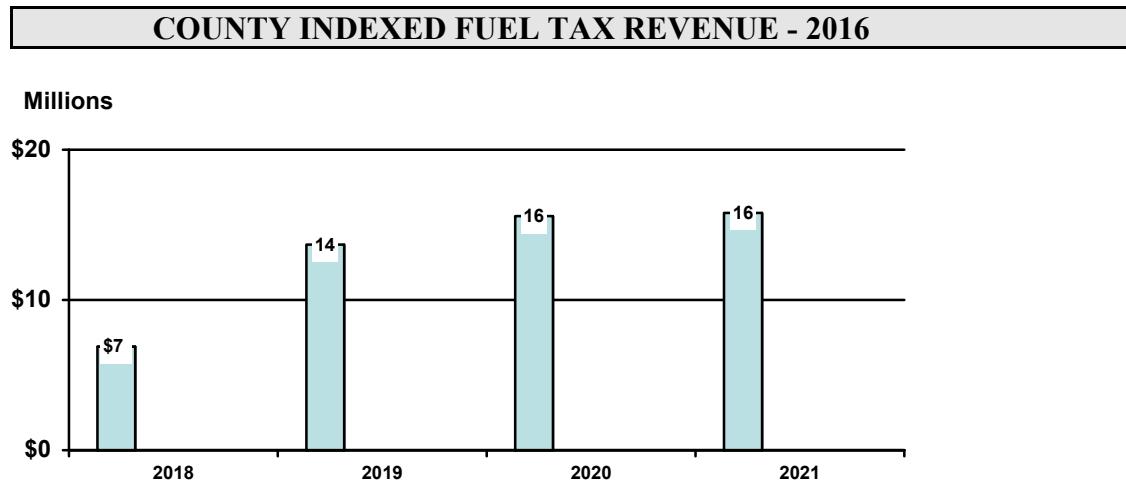
County Option Motor Vehicle Fuel Tax - Until January 1, 1992 the RTC received four cents for each gallon of gasoline sold in Clark County. With the advent of the Master Transportation Plan, that figure eventually rose to nine cents per gallon by January 1, 1995. The MVFT will be the primary revenue source to fund the anticipated Highway Revenue Bonds. The chart below details fuel tax receipts since FY 2012.



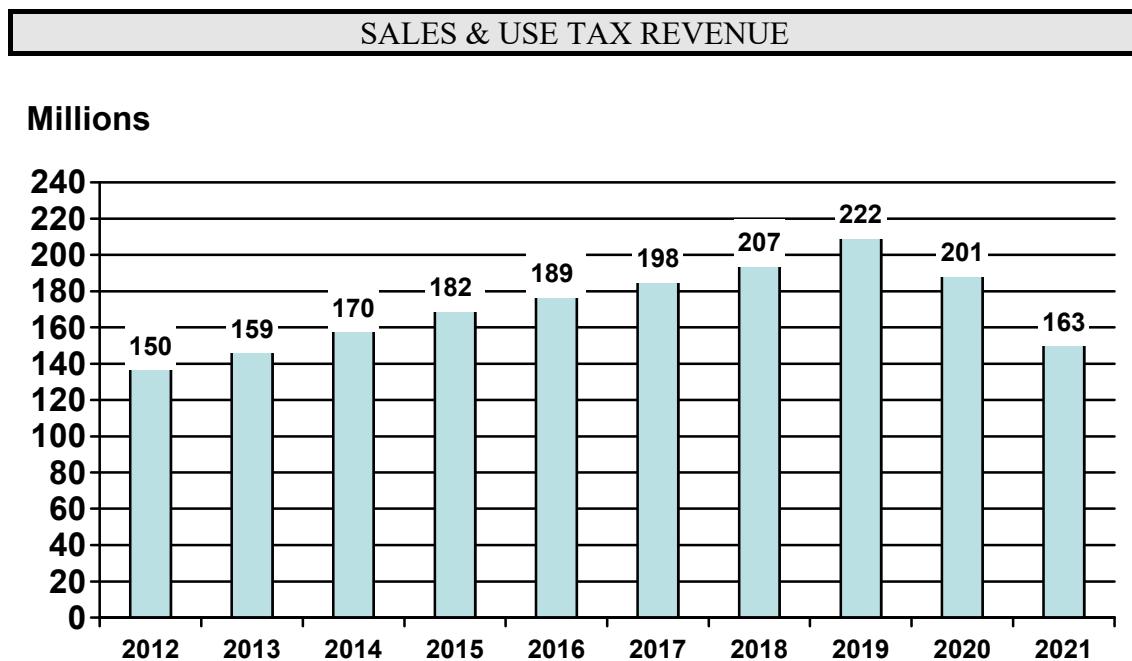
County Fuel Tax Indexing -2013 – The Nevada State Legislature passed AB413 in the 2013 Session, and the Clark County Commission approved Chapter 4.07 of the Clark County Code on September 3, 2013 approving the indexing of fuel taxes in Clark County. The Fuel Tax Indexing will be the primary revenue source to fund the anticipated Highway Revenue Bonds. The chart below details recent and projected fuel tax indexing receipts.



County Fuel Tax Indexing - 2016 – The voters passed ballot question number 5 in the November 2016 election, and the Clark County Commission approved a related amendment to Chapter 4.07 of the Clark County Code on March 21, 2017 approving the additional indexing of fuel taxes in Clark County. The additional Fuel Tax Indexing will be the primary revenue source to fund the anticipated Highway Revenue Bonds. The chart below details projected fuel tax indexing receipts.



Supplemental ¼ Percent Sales and Use Tax - The next chart shows sales tax receipts over the last ten years. In November 2002, Southern Nevada voters passed a referendum approving an additional ¼ cent Sales and Use Tax to be used for further transportation enhancements. Half of the new ¼ cent Sales and Use Tax is used to fund the Transit Program and the other half is used to fund the Streets & Highways Program, Clark County Dept. of Air Quality, and the Freeway and Arterial System of Transportation, FAST. This revenue began to be received effective October 1, 2003.



Farebox Receipts - Farebox receipts are used in total for operational costs.

Interest - Interest earnings are generated from cash balances primarily invested in government guaranteed securities. The RTC utilizes the Clark County Treasurer's Investment Pool. All cash balances are invested by Clark County as part of this investment pool. Interest received in the Debt Service Fund (03) is used to pay debt service on outstanding bonds.

Intergovernmental Revenues - The agency receives grant funds, primarily from the Federal Transit Administration. These revenues are used most often to support capital purchases.

Advertising - Revenue is generated by advertising on the fixed route buses. This program was approved in early 1997. These revenues are used for operational costs.

Jet "A" Aviation Fuel Tax - The RTC began receiving Jet "A" aviation Fuel tax effective October 2003. This additional tax was approved by referendum by voters in November 2002, and is used for improving transportation and air quality. This tax is liened by the Streets and Highways Projects Bonds.

Based on current and estimated cash flows, it appears that the RTC will be able to meet current and future debt obligations. Continued close coordination will occur with Clark County to manage current and future debt obligations. (*Reference should be made to Clark County Debt Management Policy for information regarding Clark County issuances.*)

Operational Costs and Revenue Sources Associated with Each Project

A five year capital improvement plan (CIP) for FY 2021 through FY 2025 will be submitted to the Regional Transportation Commission at their July 9, 2020 scheduled meeting and will be submitted to the State of Nevada Department of Taxation by August 1, 2019 as required under Nevada Revised Statute. None of the costs and revenues associated with the projects contained in the CIP will affect tax rates.

ATTACHMENT 2 DEFINITIONS

Bonds - Any evidence of indebtedness of a municipality, whether general or special obligations, including bonds, notes, debentures, warrants and certificates. This security represents a promise to pay a certain sum of money at specified times with an established rate of interest payable to the holder.

Bond Insurance - Bond insurance is an insurance policy purchased by an issuer or an underwriter for either an entire issue or specific maturities, which guarantees the payment of principal and interest. This security provides a higher credit rating and thus a lower borrowing cost for an issuer.

Call Provisions - A call option, or optional redemption provision, gives the issuer of a bond the right to repay or retire a debt prior to its stated maturity. This option allows the issuer to achieve interest savings in the future through refunding of the bonds. Often the issuer must pay a higher interest rate as compensation to the buyer for the risk of having the bond called in the future. In addition, if a bond or debt is called, the holder may be entitled to a premium payment (a call premium). Because the cost of call options can vary widely, depending largely on market conditions, they should be evaluated for each issue to assure that the agency does not pay unacceptably higher interest rates.

Competitive Sale - Procedure for the sale of bonds by a municipality to one or more purchasers determined to have offered the best price and interest rate.

Coverage - The ratio of pledged revenues available to pay related debt service for a given year.

Debt Service - Payment of principal and interest on borrowed funds.

Funds 03/04 - The Debt Service Funds (RTC Debt Service and RTC Debt Service Reserve Funds) are used to account for the accumulation of resources for, and the payment of, general medium and long-term debt principal, interest and related costs. These funds include the Highway Revenue Bond and the Medium Term Bond debt service and reserve.

Grant Anticipation Notes (GANs) – A short term borrowing instrument used to fund capital acquisition prior to grant availability. GANs, or instruments used as a GAN, are normally paid off when grant revenue is received.

Gross Revenues & Gross Pledged Revenues - All pledged revenues received and pledged wholly or in part for the payment of any securities issued.

Negotiated Sale - Procedure for the sale of bonds by a municipality to one or more purchasers selected pursuant to NRS 350.175 and 350.185 upon terms agreed upon after the selection of the purchase.

Net Revenues & Net Pledged Revenues - Gross revenues after the deduction of

operation and maintenance costs.

Par - The principal amount on the face of a security.

Pledged Revenues - Monies pledged wholly, or in part, for the payment of bonds or other municipal securities.

Present Value Savings - Present value of gross savings discounted at the refunding bond yield to the closing date, plus accrued interest less any contribution from a reserve or debt service fund.

Refunding - Generally the underwriting of a new bond issue whose proceeds are used to redeem an outstanding issue. There are two types of refunding: advanced and current.

Regional Transportation Commission of Southern Nevada – (RTC) an agency that provides transportation services within Southern Nevada, including Metropolitan Planning, approval and funding of major arterial and highway construction, and county-wide public mass transit since 1965. The RTC is included as a Component Unit of Clark County due to the County issuing bonds on behalf of the RTC.

Reserve - Funds set aside for payment of bond debt or funds set aside for other needs, i.e., capital replacement.

Revenue Bonds - Bonds that pledge specific dedicated revenue sources for their repayment.

Rule 15c2-12 was adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

Special Improvement District - An assessment district formed pursuant to an improvement act to finance eligible specified infrastructure and for public facilities where properties within the district are assessed an amount proportionate to the benefit received from the improvements financed.

Term/Serial Bonds - Issues which have bonds maturing annually (or serially) in specified amounts. Term bonds are those where all bonds, or a portion of the issue equal to that which would mature over a period of two or more years in a serial issue, mature at a single time. Term bonds can be structured so that it is mandatory that a portion of a term maturity is called or retired each year to mirror a serial bond structure.

Underwriter - The investment banker retained to design, develop and execute the sale of bonds in the marketplace.

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

Metropolitan Planning Organization <input checked="" type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input type="checkbox"/>
SUBJECT: SOUTHERN NEVADA STRONG PLAN ADMINISTRATION UPDATE		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER:		
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE AN UPDATE ON REGIONAL PLANNING ACTIVITIES TO ADMINISTER THE SOUTHERN NEVADA STRONG REGIONAL PLAN (FOR POSSIBLE ACTION)		
GOAL: SUPPORT REGIONAL PLANNING EFFORTS TO IMPROVE ECONOMIC VITALITY AND EDUCATION AND INVEST IN COMPLETE COMMUNITIES		

FISCAL IMPACT:

None

BACKGROUND:

As part of administering the Southern Nevada Strong (SNS) Regional Plan, the Regional Transportation Commission of Southern Nevada's (RTC) Metropolitan Planning Organization regional planning staff developed a regional planning work program that was adopted by the RTC Board of Commissioners in February 2020 and approved by the Federal Highway Administration in April 2020. The work program includes tasks directly related to administering the SNS Regional Plan, and new regional planning studies and projects that are intended to advance and support implementation of the Regional Plan by regional partners.

MPO regional planning staff will present an update on implementing the regional planning work program and administering the SNS Regional Plan.

Respectfully submitted,

DocuSigned by:

 Craig Raborn
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CRAIG RABORN
 Director of Metropolitan Planning Organization

cr

RTC Item #50
July 9, 2020
 Non-Consent

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/> X
SUBJECT: COLLECTIVE BARGAINING EXTENSION AGREEMENT		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER:		
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE A PRESENTATION AND CONDUCT A PUBLIC HEARING, PURSUANT TO NEVADA REVISED STATUTE 288.153, AND APPROVE AND AUTHORIZE THE RTC TO SIGN THE COLLECTIVE BARGAINING EXTENSION AGREEMENT BETWEEN THE RTC AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 1107, EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021 (FOR POSSIBLE ACTION)		
GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM		

FISCAL IMPACT:

Total Fiscal Year 2021 impact cost savings is estimated at \$1,698,000.00.

BACKGROUND:

Effective July 1, 2020, the Regional Transportation Commission of Southern Nevada (RTC) and the Service Employees International Union (SEIU), Local 1107, reached a tentative agreement to a one-year extension of the current contract with only limited changes.

Major highlights to the extension agreement include:

- Article 11 – Dispute Resolution Procedures
- Article 13 – Personnel Layoff, Recall and Appeal Procedure to be reopened for negotiation after July 1, 2020 and before August 1, 2020
- Article 14 – Basic Workweek
- Article 15 – Compensation
- Article 43 – Terms of Agreement
- Articles 9, 10, 24, 38, 40, 25 and update Chief Executive Officer title change language

Attachment I is the proposed extension agreement, which includes changed and new language. The full extension agreement is attached outlining all changes. Staff recommends approval effective July 1, 2020. Approval of this item will represent the formal adoption of the RTC one-year extension contract with the SEIU through June 30, 2021. Staff recommends approval.

Respectfully submitted,

DocuSigned by:

M.J. Maynard
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M.J. MAYNARD
Chief Executive Officer

sk

RTC Item #51
July 9, 2020
Non-Consent

RTC Counterproposal 5/20/20, revised 6/4/20, revised 6/5/20, revised 6/9/20, revised 6/15/20—
LAST BEST AND FINAL OFFER—revised 12:30PM

EXTENSION AGREEMENT

This Agreement is made and entered into this 1st day of July 2020 by and between the SEIU, Local 1107, hereinafter referred to as the "Union" and the Regional Transportation Commission of Southern Nevada, a government entity of the State of Nevada, hereinafter referred to as the "RTC".

WHEREAS, the current collective bargaining agreement (CBA) between the parties expires on June 30, 2020, and

WHEREAS, the parties have begun collective bargaining for a new contract to begin July 1, 2020, and
Whereas, the parties acknowledge that the current pandemic has made negotiations for a new contract difficult from a practical standpoint, and

WHEREAS, the economic effects of the current pandemic are still being analyzed, and

WHEREAS, it is in the best interest of the RTC and the Union to agree to a one-year extension of the current contract with only limited changes,

THEREFORE, the parties hereby agree as follows:

1. The following new section shall be added to the end of Article 14 just before the table:

11. For the 26 pay periods beginning of July 11, 2020 employees shall work and be paid for 76 hours per two week pay period. For the purposes of Service Credit as defined by NRS 286.495 the RTC shall take reasonable steps to request that PERS consider the RTC official full-time work week for the fiscal year 7/1/20-6/30/21 to be 38 hours. The RTC and the Union mutually agree to meet no later than January 31, 2021 to discuss the status of the newly established schedule.

All other portions of Article 14 shall remain unchanged.

2. Article 15 of the CBA shall be modified to read as follows:

ARTICLE 15

Compensation

1. Effective the first day of the second full pay period of July 2015, the salary plan in effect will be increased by 2.8 percent. Appendix B reflects these changes.

2. Effective the first day of the second full pay period of July 2016, 2017, 2018 and 2019, and each successive year thereafter, COLA will be based upon the rolling previous three (3) year average of the CPI-U (W) with a minimum of 2 percent and a maximum of 3 percent. Provided that there shall be no COLA for the contract year 2020-2021.

3. Article 43 of the CBA shall be modified to read as follows:

ARTICLE 43

Terms of Agreement

1. **Agreement shall be effective July 1, 2015, and shall remain in effect until the last day of June 2020 2021, with a reopen for economics (Merit and COLA only) and any housekeeping items (eg. Tables, Appendices, etc.) at the end of year 3. Unless the RTC and the Union agree to change, amend, modify or terminate this Agreement pursuant to the provisions of NRS Chapter 288.**
2. **Consistent with Article 38 herein, this Article does not preclude informal discussion between the parties of any matter which is not subject to negotiation or contract. Any such informal discussion is exempt from all requirements of notice or time schedule.**
3. **For the 7/1/20-6/30/21 contract year only, RTC and the Union agree to establish a financial committee to receive and discuss quarterly updates on the RTC's financial condition. The equally seated committee shall have no more than six (6) members, three (3) members appointed by the SEIU President and three (3) members appointed by the RTC CFO. The RTC agrees to provide the committee with the same quarterly financial updates that it provides to the RTC Board.**
4. **Each employee who is topped out as of July 1, 2020 shall receive a one-time payment in an amount equal to two thousand five hundred dollars (\$2,500.00). The payment shall be added to a regular paycheck within thirty (30) days of ratification by the Board of Commissioners.**
5. **Either party may, upon written notice to the other party any time after July 1, 2020 and before August 1, 2020 reopen Article 13 for negotiation.**
4. The previously signed TAs changing Articles 9, 10, 24, 38, 40 and CEO language shall be incorporated into the extended CBA and those changes shall be effective the later of July 1, 2020 or the date of the ratification of this Agreement. The parties also agree to correct the incorrect Article cross reference in Article 25. The Union shall execute the attached Article 11 TA upon execution of this Agreement. The changes to Article 11 shall be incorporated into the extended CBA and those changes shall be effective the later of July 1, 2020 or the date of the ratification of this Agreement.
5. All other provisions of the CBA shall remain unchanged.

RTC Counterproposal 5/20/20, revised 6/4/20, revised 6/5/20, revised 6/9/20, revised 6/15/20—
LAST BEST AND FINAL OFFER—revised 12:30PM

6. This concludes negotiations for a complete CBA for the term July 1, 2015 through June 30, 2021 and except as otherwise provided by NRS 288.150 (5)(a), neither party shall have the right to reopen any part of the extended CBA with the one following exception: either party may, upon written notice to the other party any time after July 1, 2020 and before August 1, 2020 reopen Article 13 for negotiation.

RTC

UNION

By: _____

By: 

Date: _____

Date: 6/15/20

TA RTC

TA Union

Mark J. Pucciardi



Date: 6/16/20

Date: 6/15/20

ARTICLE 11
Dispute Resolution Procedures

1. A grievance is defined as a filed dispute between the Union, on behalf of an employee(s), and the RTC over the interpretation and/or application of the express terms of this Agreement or a dispute over the issuance of discipline as defined herein. A grievance shall not be defined to include any matter or action taken by the RTC or its representatives for which the NERC has jurisdiction or any matter specifically excluded from grievance and arbitration by other provisions of this Agreement. Disputes specifically excluded in other Articles of this Agreement from the dispute resolution procedures shall not be construed as within the purview of this Article.
2. If mutually agreed, either party may request, in writing, a waiver of the time limitations set forth in this Article. A grievance shall be considered abandoned if not filed and processed by the Union on behalf of the employee, where indicated in accordance with the time limitations. Failure on the part of the RTC to respond to a grievance in accordance with the time limits set forth in this Agreement shall result in the grievance advancing to the next step of the procedure. The failure on the part of management to process a grievance will be given serious weight in the resolution or retroactivity of an award. A waiver of timeliness requested by the Union will be taken into consideration in the determination of any retroactive award.
3. No prejudicial, discriminatory or retaliatory action may be taken, at any time, by the Union or the RTC against any person for his/her participation in or statements made in the investigation or settlement of a grievance.
4. For the purpose of resolving grievances at the earliest possible point in time, both parties will make full disclosure of the facts and evidence which bear on the grievance, including but not limited to furnishing copies of evidence, documents, reports, written statements and witnesses relied upon to support their basis of action. Both parties agree to share such facts and evidence at least one (1) business day prior to Step 1 or Step 2 meetings and at least three (3) business days prior to a Step 3 Hearing. An arbitrator will not consider any evidence from a party who willfully failed to produce such evidence in support of his/her position. For the purposes of this Agreement, business days shall be defined as Monday – Thursday.

Section 1 – Discipline

1. Discipline is defined as an employee's written reprimand, final written warning, demotion, or involuntary termination from RTC service. Any matters for which the Nevada Equal Rights Commission (NERC) or Office of Diversity (OOD) has jurisdiction will be handled through a separate procedure identified in this Article, Section 3, NERC/OOD Procedure.
2. Arbitrators used for written reprimands, final written warnings, demotions, and involuntary terminations of this Article shall be jointly selected by the parties. The arbitrators must meet the requirements established in the Arbitrator Guidelines. The fees of the arbitrator shall be borne by the losing party.
3. The arbitrator shall conduct a grievance proceeding adhering to the mutually developed guidelines governing the process. The arbitrator will consider the incident and the discipline in terms of severity of the action, evidence of progressive discipline and appropriateness of the disciplinary action. Progressive discipline includes a documented oral warning, an admonishment, one (1) or more written reprimand(s), a final written warning and, thereafter, termination. The Union recognizes the need for more severe initial disciplinary action in the event of major violation of established rules, regulations or policies of the RTC or its operating departments. The decision to uphold the disciplinary action will be based on the reasonableness of the discipline imposed by the supervisor in response to the actions taken or not taken by the employee.
4. All written reprimands, final written warnings, demotions and involuntary termination appeals of employees covered by this Agreement shall be handled solely in accordance with the procedure set forth in this Section, with the decision of the arbitrator being final and binding on the parties.
5. No employee who has satisfactorily completed probation may be demoted or terminated without just cause. Just cause may include, but not be limited to: inefficiency, incompetence, insubordination, moral turpitude, mental or physical disability as shown by competent medical evidence, habitual or excessive tardiness or absenteeism, abuse of sick leave or authorized leaves, withholding services as a result of a strike, and violation of established departmental work rules or procedures.
6. Upon written request of the employee to the Director of Human Resources, the employee or his/her Union representative shall have the right to review items in his/her personnel file. The employee may provide rebuttal comments to be attached to original documents where the employee believes appropriate. Such rebuttal comments must be restricted to the document in question.
7. Although documented oral warnings and admonishments are not subject to the full disciplinary procedure, the employee will have four hours to obtain Union representation. An employee who receives a Documented Oral Warning or Admonishment may, within five (5) business days of receipt of the Oral Warning or Admonishment, submit a rebuttal in writing, which shall be attached to the warning or admonishment. Such rebuttal comments must be restricted to the specific warning or admonishment in question.

8. The RTC shall remove all Documented Oral Warnings from and employees personnel file that were issued more than 6 months from the date of the discipline, Admonishments removed that were issued more than 12 months prior to the date of the discipline, Written Reprimands that were issued more than 18 months prior to the date of the discipline, and Final Written Warnings that were issued 36 months prior to the date of the discipline, provided that no ensuing discipline occurred. Upon removal, the documented oral warning or admonishment will be sent to the employee and shall not be used or referenced in any future disciplinary proceeding, as defined herein.
9. Upon written request or authorization by an employee involved in a disciplinary hearing, the employee or his/her Union representative may obtain data that is necessary from the personnel file of the employee subject to the discipline in preparation of a grievance meeting.
10. An eligible employee who is to be issued a written reprimand or final written warning shall be given the discipline, in writing, at a meeting with management. The employee may request a Union representative to be present at the meeting. An employee shall be given at least 24 hours notice of the meeting and advised of the purpose, time, date and site of the meeting, except when an employee's continued presence in the work place is unsafe for co-workers, the public, or other RTC resources. Grievances regarding written reprimands or final written warnings shall be initiated at Step 1 of the Disciplinary Procedure within ten (10) business days from the issuance of the discipline.
11. An eligible employee who is recommended for demotion shall be given a written statement setting forth the reasons upon which the proposed demotion is based. The statement shall include an identification of the specific reasons against the employee and an explanation of the evidence. Grievances regarding demotions shall be initiated at Step 2 of the disciplinary procedure within five (5) business days of the effective date of the demotion.
12. An eligible employee who is recommended for termination, unless the employee is in a leave without pay status or has violated his/her last chance agreement, will be placed on paid administrative leave pending the Step 1 pre-termination meeting and shall receive written notification of such recommendation. The Step 1 meeting shall take place no sooner than three (3) business days from the effective date of the proposed termination but within five (5) business days after receipt of the notification unless extended by the department head or designee in which case the employee will remain on paid leave status until the Step 1 meeting is held, unless the employee is in a leave without pay status or has violated his/her last chance agreement. An employee who grieves the termination decision of the department head as a result of the Step 1 pre-termination meeting may initiate the grievance at Step 2 within five (5) business days from the date of receipt of the Step 1 decision. In the event a termination is overturned by the arbitrator at the Step 3 hearing, the arbitrator has the ability to mitigate the final outcome to the employee by imposing a lesser penalty, as defined in the progressive discipline process, including a leave without pay provision.

Section 2 – Arbitration Procedures for Contract Interpretation/Discipline

Grievances relating to the interpretation and application of the express terms of the agreement shall be initiated at step 2 of this procedure and shall be initiated within ten (10) business days of the employee's knowledge of the contract violation. The grievance shall state the violation and cite the article and section.

Step 1 - Department Head Response

The Union, on behalf of an employee, who believes that the employee has a grievance relating to the issuance of discipline, shall reduce the grievance in writing and submit it to the employee's department head within ten (10) business days of receipt of the grievance, the department head or his/her designee, a Human Resources representative/liaison, a Union representative, and the affected employee will meet to try to resolve the problem. If desired, both parties may choose an additional representative who may attend the meeting. If the problem is not resolved at the meeting, the department head, or his/her designee, shall have five (5) business days from the date of the meeting to respond, in writing, to the grievance. The response shall be sent by certified mail to the Union President. Copies of the response shall be sent to the Human Resources representative/liaison, the Union representative, and the affected employee.

Step 2 - RTC General Manager Response

If the grievance is not settled at Step 1, the Union, on behalf of an employee(s), may, within five (5) business days of the receipt of the department head's decision, file an appeal of the decision with the Director of Human Resources as representative of the RTC, as defined in Article 1. Within ten (10) business days of receipt of the request for appeal, the RTC General Manager, or his/her designee, will meet with the affected employee, a Union representative, and a Human Resources Representative to try to resolve the problem. If desired, both parties may choose an additional representative who may attend the meeting. If the problem is not resolved at the meeting, the RTC General Manager or designee shall have five (5) business days to respond in writing to the grievance giving his decision. The response shall be sent by certified mail to the Union President. Copies of the response shall be sent to the affected employee and department, and the Union representative. As referenced in article 8, paragraph 4, one additional steward may attend a meeting as a steward in training.

Voluntary Mediation Procedure

- A. Either the Union or the RTC may request mediation of a grievance by making a written request to the other party within ten (10) working days of receipt of the written response described in Step 2. above. If the other party agrees to mediation, it shall send a written notice to the other party within ten (10) working days of the request. Upon mutual agreement, the parties may engage in mediation, and the requesting party shall request a mediator from Federal mediation Conciliation Services (FMCS). The mediation request shall not toll the deadline for demanding arbitration set out in Step 3 below. If for any reason the mediation session has not occurred prior to the selected arbitrator's cancellation penalty deadline, the mediation shall be canceled unless the party wishing to continue proceeding to mediation agrees to pay the arbitrator's cancellation fee, if any, upon settlement of the case. When a settlement is reached through mediation, a settlement agreement will be signed by both parties. The grievance may proceed to arbitration if a settlement is not reached.

Step 3 - Arbitration

1. If the Step 2 decision is deemed unacceptable, the Union, on behalf of an employee, may make a written request for arbitration within five (5) business days of receipt of the Step 2 decision. Starting with the Union, the parties will request on an alternating basis from FMCS arbitration services division for a list of seven (7) arbitrators who are members of the National Academy of Arbitrators. If a party does not request the list within five (5) business days of the date of the written request for arbitration the other party may request the list. Once the list is obtained, the party who did not apply for the list will strike the first name and thereafter the parties will alternate striking names until one arbitrator remains. Both parties will make every effort to mutually establish the issue(s) to be arbitrated in advance of the arbitration hearing date. In such event, the parties shall, within ten (10) business days, jointly request an arbitration panel from the American Arbitration Association (AAA). Both parties shall make every effort to mutually set forth the issue(s) to be arbitrated in advance of the arbitration hearing date. The selection shall be accomplished by the Union first and the RTC next, each striking one (1) name from the list in turn until only one (1) name remains. A permanent panel of arbitrators may be established by the parties and may be utilized on a case-by-case basis provided both parties agree to do so in writing.
2. The arbitrator's decision shall be final and binding on all parties to this Agreement as long as the arbitrator does not exceed his/her authority as set forth below and as long as the arbitrator performs his/her functions in accordance with the case law regarding labor arbitration, the provisions of the U.S. Uniform Arbitration Act, and where applicable, NRS.
3. Only one (1) grievance may be decided by the arbitrator at any hearing unless it is shown that the grievance being considered is related to another grievance pending a Step 3 hearing for the same employee and for a similar infraction. It shall be the arbitrator's sole determination to consolidate the grievances into one hearing. The arbitrator shall within a reasonable period of time prior to the hearing date inform both parties of his/her decision regarding consolidation.
4. The arbitrator shall not have the authority to modify, amend, alter, ignore, add to, or subtract from any of the provisions of this Agreement. The arbitrator is without power to issue an award inconsistent with the governing statutes and/or ordinances of the jurisdiction. The arbitrator, in the absence of expressed written agreement of the parties to this Agreement, shall have no authority to rule on any dispute between the parties which is not within the definition of a grievance set forth in this Article. The arbitrator shall consider and decide only the particular issues presented by the Union and the RTC, and the decision and award shall be based solely on his/her interpretation of the application of the express terms of this Agreement. Any and all settlements or awards issued by the arbitrator shall be limited in retroactivity to the date of alleged violation or date of the filing of the grievance as decided by the arbitrator.
5. Subject to the provisions of Paragraph 2 of this Article, the arbitrator shall not have the authority to excuse a failure by the employee, the Union, or the RTC to comply with the time limitations set forth above unless mutually agreed by both parties.

6. If the parties disagree about the procedural arbitrability of a grievance, the arbitrator shall decide this issue prior to hearing the merits of the case.

Section 3 - NERC/OOD Procedure

Grievances on those matters for which the Nevada Equal Rights Commission or the Equal Employment Opportunity Commission (EEOC) has jurisdiction will be referred to and processed by the RTC HR Department staff. The RTC Human Resources Department will solicit assistance of an outside neutral third party to assist with investigative matters in such situations where a perceived conflict of interest may exist. The employee(s) being investigated shall have the right to Union representation commencing at this level and continuing throughout the entire procedure. If discipline results from the investigation, employees are eligible for Step 1 and Step 2 meetings and Step 3 arbitrations as defined in Section 2 of this Article. However, 1) if the department head chooses not to conduct the Step 1 meeting within the time frames, then the case will be heard at the next level; 2) if the matter proceeds to the arbitration process, then in addition to satisfying the standard requirements and qualifications for an arbitrator, the individual hearing matters covered in this Section must have training or expertise in the application and interpretation of civil rights laws. Employees of the bargaining unit retain the right to go directly to the Nevada Equal Rights Commission or the Equal Employment Opportunity Commission (EEOC) for complaints of which those offices have jurisdiction without first having to go to RTC HR.

Mark J. Ricciardi TA RTC Date 6/16/20


Michael F. O'Keeffe
TA Union
Date: 6/15/20

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: DISCUSS MATTERS RELATED TO POTENTIAL OR EXISTING LITIGATION		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE INFORMATION FROM LEGAL COUNSEL REGARDING POTENTIAL AND EXISTING LITIGATION INVOLVING A MATTER OVER WHICH THE RTC HAS SUPERVISION, CONTROL, JURISDICTION, OR ADVISORY POWER AND TO DELIBERATE TOWARD A DECISION ON THE MATTER (Note: This item may be closed to the public pursuant to Nevada Revised Statute 241.015(3)(b)(2) in order to discuss legal matters.) (FOR POSSIBLE ACTION)		
GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM		

FISCAL IMPACT:

None

BACKGROUND:

Nevada Open Meeting Law allows the Regional Transportation Commission of Southern Nevada (RTC) Board of Commissioners (Board) to conduct a closed session to receive information from its attorney regarding potential or existing litigation involving a matter over which the RTC Board has supervision, control, jurisdiction, or advisory power and to deliberate toward a decision on the matter.

Respectfully submitted,

DocuSigned by:

M.J. Maynard
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M.J. MAYNARD
Chief Executive Officer

mld

*RTC Item #52
July 9, 2020
Non-Consent*

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

Metropolitan Planning Organization []	Transit []	Administration and Finance [X]
SUBJECT: CITIZENS PARTICIPATION		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) CONDUCT A COMMENT PERIOD FOR CITIZENS PARTICIPATION		
GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM		

FISCAL IMPACT:

None

BACKGROUND:

In accordance with State of Nevada Open Meeting Law, the Regional Transportation Commission of Southern Nevada (RTC) Board of Commissioners shall invite interested persons to make comments. For the initial Citizens Participation, the public should address items on the current agenda. For the final Citizens Participation, interested persons may make comments on matters within the RTC Board of Commissioners' jurisdiction, but not necessarily on the current agenda.

No action can be taken on any matter discussed under this item, although the RTC Board of Commissioners can direct that it be placed on a future agenda.

Respectfully submitted,

DocuSigned by:

M.J. Maynard
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M.J. MAYNARD
Chief Executive Officer

mld

*RTC Item #53
July 9, 2020
Non-Consent*

