

## **INTERLOCAL CONTRACT HUB 5 INTELLIGENT TRANSPORTATION SYSTEMS FACILITY**

**THIS INTERLOCAL CONTRACT** is made and entered into this 8<sup>TH</sup> day of February 2024, by and between Clark County, a political subdivision; the City of Las Vegas, a municipal corporation; the City of North Las Vegas, a municipal corporation; the City of Henderson, a municipal corporation; the City of Boulder City, a municipal corporation; and the City of Mesquite, a municipal corporation; hereinafter referred to individually as “ENTITY” or collectively as “ENTITIES,” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.” The RTC and the ENTITIES are hereinafter referred to individually as “PARTY” or collectively as “PARTIES.”

### **W I T N E S S E T H**

**WHEREAS**, the ENTITIES intends to commence the design of Hub 5 Intelligent Transportation Systems Facility, hereinafter referred to as “PROJECT;” and

**WHEREAS**, Nevada Revised Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

**WHEREAS**, the ENTITIES agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

**WHEREAS**, the RTC will be the lead agency for the PROJECT; and

**NOW, THEREFORE**, in consideration of the covenants, conditions, agreements, and promises of the PARTIES hereto, the PARTIES agree to proceed as follows:

### **SECTION I: SCOPE OF PROJECT**

This Interlocal Contract applies to the Hub 5 Communications Building, located at 416 North 8<sup>TH</sup> Street in Las Vegas (beneath the viaduct), is slated for relocation due to the impending Nevada Department of Transportation (NDOT) I-515 Project, which aims to take down the downtown Viaduct. Hub 5 serves as a key network component in the regional transportation communication system, and a new facility will provide enhanced security and sustainability for the communication network. The RTC intends to enlist Jacobs Engineering to conduct a Needs Assessment Report (NAR) and, potentially, aid in securing a design consultant. Within the NAR, Jacobs will explore various options for the new location, emphasizing the importance of proximity to the existing hub in the downtown area, given the significant quantity of terminated fiber optic cables at the current site.

### **SECTION II: PROJECT COSTS**

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund as outlined below:

1. The total cost for this contract shall not exceed \$500,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
  - a. ENGINEERING not to exceed \$500,000.00
  - b. RIGHT-OF-WAY not to exceed \$0.00
  - c. CONSTRUCTION not to exceed \$0.00
3. At the time the ATP for construction is granted, the ENTITIES will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

### **SECTION III: GENERAL**

1. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the RTC is responsible for the design of the PROJECT. The RTC will be responsible for the actions or inactions of its Officers and Employees.
2. The PROJECT must be completed to satisfaction of the RTC prior to the current applicable completion date of June 30, 2029. The RTC may, at any time thereafter, grant time extensions or terminate this Contract.
3. The RTC disavows any responsibility for the actions or inactions of the ENTITIES, their Officers, Employees, or agents.

*The remainder of this page is left intentionally blank.*

**IN WITNESS WHEREOF**, this Interlocal Contract 3130 is effective as of the date first set forth above:

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

February 8, 2024

BY:

DocuSigned by:

Justin Jones

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RTC Chair

Attest

DocuSigned by:

Marin DuBois

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MARIN DUBOIS

Government Affairs Supervisor

Approved as to Form

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RTC Legal Counsel

Date of Council Action:

CLARK COUNTY BOARD OF COMMISSIONERS

BY:

\_\_\_\_\_  
JAMES B. GIBSON

Chair

Attest

\_\_\_\_\_  
LYNN MARIE GOYA

County Clerk

Approved as to Form

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ASHLEY A. BALDUCCI

Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN  
Mayor

Attest

LUANN D. HOLMES, MMC  
City Clerk

Approved as to Form

*John S. Ridilla* 2/27/24

Deputy City Attorney

John S. Ridilla  
Chief Deputy City Attorney

Date of Council Action:

CITY OF NORTH LAS VEGAS

BY:

\_\_\_\_\_  
PAMELA A. GOYNES-BROWN  
Mayor

Attest

\_\_\_\_\_  
JACKIE RODGERS  
City Clerk

Approved as to Form

\_\_\_\_\_  
MICAELA RUSTIA MOORE  
City Attorney

Date of Council Action:

CITY OF HENDERSON

\_\_\_\_\_  
BY: \_\_\_\_\_  
RICHARD A. DERRICK  
City Manager/CEO

Approved as to Finance:

Attest

\_\_\_\_\_  
MARIA GAMBOA  
Director of Finance

\_\_\_\_\_  
JOSE LUIS VALDEZ, CMC  
City Clerk

Approved as to Content:

Approved as to Form

\_\_\_\_\_  
LANCE OLSON, P.E.  
Director of Public Works

\_\_\_\_\_  
NICHOLAS G. VASKOV  
City Attorney

Date of Council Action:

CITY OF BOULDER CITY

\_\_\_\_\_

BY:

\_\_\_\_\_  
JOE HARDY  
Mayor

Attest

\_\_\_\_\_  
TAMI MCKAY  
City Clerk

Approved as to Form

\_\_\_\_\_  
BRITTANY LEE WALKER, ESQ.  
City Attorney

Date of Council Action:

CITY OF MESQUITE

BY:

\_\_\_\_\_  
ALLAN S. LITMAN  
Mayor

Attest

\_\_\_\_\_  
TRACY E. BECK  
City Clerk

Approved as to Form

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BRYAN J. PACK  
City Attorney