

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

THIS INTERLOCAL CONTRACT is made and entered into this 8TH 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.”

WITNESSETH

WHEREAS, the RTC 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 RTC 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 8TH 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 RTC 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.

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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
134746B11CDF44C...
RTC Chair

Attest

DocuSigned by:
Marin DuBois
67F25985C7F8458...
MARIN DUBOIS
Government Affairs Supervisor

Approved as to Form

DocuSigned by:
David Clyde
C20A409B6B774C0...
RTC Legal Counsel

Date of Council Action:

CLARK COUNTY BOARD OF COMMISSIONERS

BY:

TICK SEGERBLOM
Chair

Attest

LYNN MARIE GOYA
County Clerk

Approved as to Form

Ashley Balducci
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

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

BRYAN J. PACK
City Attorney