

SHEEP MOUNTAIN PARKWAY ENVIRONMENTAL IMPACT STUDY

THIS INTERLOCAL CONTRACT, made and entered into this 19TH day of September, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a corridor study for Mountain Edge Parkway has been approved by the Regional Transportation Commission.

WHEREAS, an Environmental Impact Study is required for this project: and

WHEREAS, THE CITY desires to begin the Environmental Impact Study, herein referred to as the PROJECT, prior to availability of total Regional Transportation Commission funding for the PROJECT.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION I - SCOPE OF PROJECT

An Environmental Impact Study (EIS) in accordance with the National Environmental Policy Act.

SECTION II - PROJECT COSTS

The RTC agrees to provide funding from Question 10 funds for an Environmental Impact Study, according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for the Environment Impact Study shall not exceed \$1,800,000.

2. At this time sufficient funds are not available to fund the PROJECT. Therefore, the CITY agrees to advance funding of \$600,000 for fiscal year 2008-2009 and \$600,000 for fiscal year 2009-2010 for the PROJECT. Regional Transportation Commission agrees to place the PROJECT on the Capital Improvement Program (CIP) in the fiscal year where reimbursement is planned until reimbursement occurs. Notwithstanding, the RTC agrees to encumber \$1,200,000 of PROJECT costs without interest as follows: \$600,000 no later than July 31, 2008 and \$600,000 no later than July 31, 2009. Invoices must be identified as Environmental Impact costs. Any funding not used for the EIS study will be returned to RTC.

4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The funding for the corridor study will be provided, in part, by the RTC.
2. This study shall be performed by the CITY or by a consultant employed by the CITY.
3. Administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.
4. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.
5. It is understood and agreed that the purpose of this Interlocal Contract is to fund the Project as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the Project and will hold the other parties to this Interlocal Contract and the RTC harmless for any liability therefore, except the funding provided by this Interlocal Contract.

- 6. A copy of the completed study shall be provided to the RTC.
- 7. Regional Transportation Commission will reimburse the CITY for PROJECT costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify all costs as Environmental Impact Study costs.

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APPROVED AS TO LEGALITY AND FORM:



ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

9/19/07
ATTEST:


By: 

~~OSCAR B. GOODMAN, MAYOR~~

Gary Reese, Mayor Pro-Tem



BEVERLY K. BRIDGES, CMC
ACTING CITY CLERK

APPROVED AS TO FORM
 10/22/07

Thomas R. Green Date
Deputy City Attorney

DATE OF COMMISSION ACTION

REGIONAL TRANSPORTATION COMMISSION

9/13/07
ATTEST:

By: 

BRUCE L. WOODBURY, CHAIRMAN



TONI MICHENER
EXECUTIVE ASSISTANT