

Amendment No 1 to
Highway Agreement No. PR066-09-063

This Amendment is made and entered into this 24TH day of JUNE, 2010, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Las Vegas, 731 South Fourth St., Las Vegas, NV 89101, hereinafter called the CITY.

WITNESSETH:

WHEREAS, on March 20, 2009 the parties entered into Agreement No. PR066-09-063 to delegate authority to the CITY to perform all preliminary design and activities necessary to complete the National Environmental Policy Act (NEPA) process for a proposed parkway along the Sheep Mountain Range between CC 215 and I-15; and

WHEREAS, due to a change in the match requirement of the federal funding from 5% to no match requirement the agreement is being modified to remove the matching funding.

WHEREAS, the termination date is amended due to delays by the CITY in finalizing the NEPA Document and obtaining Federal Highway Administration approval of the document.

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR066-09-063.

NOW, THEREFORE, the parties agree as follows:

- A. The termination date referenced in Article III, Paragraph 1, shall be changed from December 31, 2010 to September 30, 2011.
- B. Article I, Paragraph 11, is amended by deleting it in its entirety and inserting in its place: To reimburse the CITY, monthly as work progresses on the PROJECT, for one hundred percent (100%) of ELIGIBLE PROJECT COSTS based on supporting documentation minus any DEPARTMENT PROJECT COSTS. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars, including but not limited to those listed on Attachment A, attached hereto and incorporated herein.
- C. Article II, Paragraph 7, is amended by deleting it in its entirety and inserting in its place: To be responsible for one hundred percent (100%) of all costs exceeding the obligated Federal funds.
- D. Article III, Paragraph 4, is amended by deleting it in its entirety and inserting in its place: The TOTAL ESTIMATED PROJECT COSTS are Seven Hundred Thirty-five Thousand and No/100 Dollars (\$735,000.00), which includes: Seven Hundred Thirty-five Thousand and No/100 Dollars (\$735,000.00), comprising Federal funding of one hundred percent (100%) of the TOTAL ESTIMATED PROJECT COSTS; The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3.
- E. Article III: Paragraph 5, is amended by deleting it in its entirety and inserting in its place, The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Preliminary Engineering Costs:	\$ 50,000.00
CITY Preliminary Engineering Costs:	<u>\$ 685,000.00</u>

<u>TOTAL ESTIMATED PROJECT COSTS:</u>	\$ 735,000.00
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AVAILABLE FUNDING SOURCES:

Federal Fiscal Year 2008 Appropriation Funds:	<u>\$ 735,000.00</u>
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<u>TOTAL PROJECT FUNDING:</u>	\$ 735,000.00
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- F. All of the other provisions of Agreement No. PR066-09-063 shall remain in full force and effect, as if set forth herein.

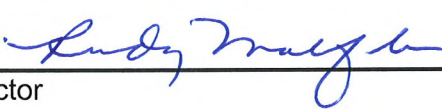
IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment the date first written above.

CITY OF LAS VEGAS

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION



Oscar B. Goodman
Mayor

for 

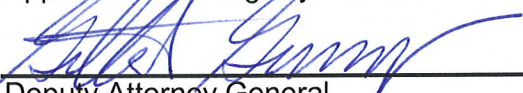
Director

Attest:



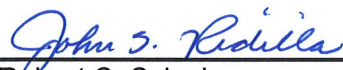
Beverly K. Bridges
City Clerk

Approved as to Legality & Form:



Deputy Attorney General

Approved as to Form:



~~Robert S. Sylvain~~
Deputy City Attorney
John S. Ridilla
Deputy City Attorney