MEMORANDUM OF UNDERSTANDING

BETWEEN
NELLIS AIR FORCE BASE, NEVADA
AND
CLARK COUNTY, NEVADA
FOR

TEMPORARY CLOSURE OF SLOAN LANE AGREEMENT NUMBER: FB4852-00000-0398

This is a **Memorandum of Understanding** (MOU) between Nellis Air Force Base ("NAFB"), Nevada and Clark County, Nevada ("County"), 500 South Grand Central Parkway, Las Vegas, Nevada, 89155. When referred to collectively, NAFB and County are referred to as the "Parties."

- 1. BACKGROUND: This MOU is initiated for Nellis Air Force Base and Clark County to coordinate the temporary closure of Sloan Lane for no through traffic from East Washburn Road to Las Vegas Boulevard due to safety concerns for all persons traveling on this heavily populated road.
- 2. AUTHORITIES: Easement No. DACA09-2-00-0007, Department of the Air Force Easement for Public Road or Street Located in Area 3, Nellis Air Force Base, Clark County, Nevada.
- 3. PURPOSE: The purpose of the MOU is to define the cooperation between the Parties of this agreement, to temporarily close the portion of Sloan Lane for no through traffic from East Washburn Road to Las Vegas Boulevard. The specific portion to be closed would be NAFB property and includes the land lying north of the northerly right-of-way line of U.S. Highway 91 (Las Vegas Boulevard). Said area contains approximately 335 feet long x 100 feet Wide, more or less.

4. UNDERSTANDINGS OF THE PARTIES:

- 4.1. Nellis Air Force Base will:
- 4.1.1. Coordinate with all agencies who currently have easements within the restricted area.
- 4.1.2. Coordinate with SFS to ensure sufficient traffic barriers are staged to reduce any unforeseen traffic congestion.
 - 4.2. Clark County will:
 - 4.2.1. Ensure road closure notices are posted with at least thirty (30) days' notice.
 - 4.2.2. Install detour signage within Clark County central right-of-way and in Nevada

Department of Transportation (NDOT) right-of-way, if permitted by NDOT.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

- 6.1. POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOU. Each Party may change its POC upon reasonable notice to the other Party.
 - 6.1.1. For NAFB—
 - 6.1.1.1 99 CES/CC, (702) 652-4833, and 99CESCC@us.af.mil:
 - 6.1.1.2 Real Property Office, 99 CES/CEIAP, (702) 652-4129 and Real.Estate@us.af.mil:
 - 6.1.2. For County Clark County Department of Public Works
 Kaizad Yazdani (Primary POC)
 Clint Spencer (Alternate POC)
 - 6.1.2.1 Deputy Director of Public Works, Director's Office, 702-455-2992, KYazdani@ClarkCountyNV.gov:
 - 6.1.2.2. Clint Spencer, Manager of Road Division, 702-455-7540, Clint.Spencer@ClarkCountyNV.gov:
- 6.2. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to NAFB, to—
 - 6.2.1. 99 CES/CEIAP 6020 Beale Avenue Nellis AFB, NV 89191

and, if to Clark County, to—

- 6.2.2. Clark County Department of Public Works500 South Grand Central Parkway, Suite 2066Las Vegas, NV 89155
- 6.3. FUNDS AND MANPOWER. This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOU will be interpreted to require obligation or payment of funds.

- 6.4. MODIFICATION OF MOU. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed no less often than at the mid-point of its term and around the anniversary of its effective date in its entirety.
- 6.5. DISPUTES. Any disputes relating to this MOU will, subject to any applicable law, Executive order, or U.S. Department of Defense (DoD) issuances, be resolved by consultation between the Parties
- 6.6. TERMINATION OF UNDERSTANDING. This MOU specifies that the agreement may be terminated by either party via written notice as required, following a termination time of thirty (30) days that both parties have agreed to as stated in the agreement.
- 6.7. TRANSFERABILITY. This MOU is not transferable except with the written consent of the Parties.
- 6.8. ENTIRE UNDERSTANDING. This MOU is a new agreement. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter, thereby superseding all prior understandings of the Parties with respect to such subject matter.
- 6.9. EFFECTIVE DATE. This MOU for the temporary closure of Sloan Lane will be effective thirty (30) days after the last Party signs.
- 6.10. EXPIRATION DATE. This MOU expires three (3) years from final signature, subject to being renewed.
 - 6.11. CANCELLATION OF PREVIOUS MOU. This is a new MOU that does not cancel or supersede a previously signed MOU between the same Parties with the subject.
- 6.12. NO THIRD PARTY BENEFICIARIES. Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.
- 7. LIST OF ATTACHMENTS: 1. Location and overview of area to be temporary closed.

FOR Clark County, Nevada—	FOR Nellis Air Force Base—
JAMES B. GIBSON	TODD R. DYER
Chair, Board of County Commissioners	Colonel, USAF Commander, 99th Air Base Wing
Date:	Date: