



JOE LOMBARDO
Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712

TRACY LARKIN THOMASON, P.E.
Director

MEMORANDUM OF UNDERSTANDING
Between
Nevada Department of Transportation
And
Clark County

Parties

The parties of this Memorandum of Understanding, hereinafter referred to as the "MOU", are Clark County, a political subdivision of the State of Nevada, hereinafter referred to as "County" and Nevada Department of Transportation, hereinafter referred to as "NDOT" and hereinafter referred individually as "Party" and collectively as "Parties".

Purpose

The purpose of this MOU is to establish a non-monetary agreement between the Parties to provide necessary materials, supplies and/or resources to other state or local governments in times of need or in the interest of efficiency and expediency for the benefit of the public, recognizing that at times there may be limited resources available and these should be used in the most efficient manner possible for the benefit and safety of the public. Additionally, any materials, supplies and or resources provided shall be tracked by both Parties to ensure accountability of public property and taxpayer funds.

"Materials, supplies, and/or resources" include but are not limited to sand, salt, brine, aggregate materials, signposts, or basic traffic signs, traffic paint, or similar materials as agreed upon between both Parties stored at the NDOT facility located at 2100 Kyle Canyon Rd Mt. Charleston, Nevada, 89124 (NDOT yard).

AGREEMENT

Pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes (NRS), the Director of NDOT may enter into those agreements necessary to carry out the provisions of the Chapter; and NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law.

It is understood that the County agrees to the following:

- To coordinate with NDOT staff the initial request for materials, supplies and/or resources, as much as practicable to collaborate schedules for access and usage, and assist in monitoring, recording and record keeping of shared materials, supplies or resources with NDOT.
- To replace materials, supplies and/or resources used by the County in kind and at no cost, or as otherwise agreed upon between both Parties, at the mutual discretion and agreement of the Parties' respective maintenance supervisors not later than within the state fiscal year during which the materials, supplies or resources were used by the County.
- Contact NDOT for additional resources, e.g. hauling or transporting services, provided depending upon availability and at the sole discretion and prior approval by the NDOT District Engineer.
- That County shall use its own vehicles, unless negotiated with NDOT, to transport such materials, supplies, and/or resources.

It is understood that NDOT agrees to the following:

- That NDOT shall authorize the County or a designated representative to encroach on NDOT right-of-way for the purpose of emergency response, urgent needs, and/or maintenance within County Jurisdiction.
- That at no cost NDOT will provide the County with agreed upon materials, supplies, and/or resources, as needed in response to the urgent need of the County.
- To measure and document all materials, supplies, and/or resources given or received, in an effort to keep NDOT's documented inventory in line with NDOT's physical inventory through the means specifically identified for each stockpile or material in the current processes outlined in the NDOT Maintenance Manual.

It is mutually agreed by both Parties to the following:

- To the fullest extent permitted by law, the Parties shall defend, indemnify, and hold the other harmless including their respective employees, officers, and agents from any liabilities, damages, losses, claims, actions, or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, reckless, or intentional misconduct of the County or the employees or agents of the County in the performance of this MOU.
- This MOU covers the time period starting on July 1st, 2026, and will continue and be in full effect for four years and can be renewed every four years thereafter if both Parties agree.
- This MOU may be terminated by either Party, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other Party. This MOU may be terminated by mutual consent of both Parties or unilaterally by either Party without cause.
- The Parties expressly agree that this MOU shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this MOU is withdrawn, limited, or impaired.

Party Contact Information

Chris Rickerson
NDOT Maintenance Manager
District I (Mt. Charleston NDOT Yard)
crickerson@dot.nv.gov
(702)591-5594

County Contact Information

Clint Spencer
Manager, Road Division
Clark County Public Works
Clint.Spencer@clarkcountynv.gov
(702) 455-7540

The undersigned hereby agree to this MOU and hereby authorize its execution.

Clark County

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

Denis Cederburg, Director of Public Works

Deputy Director