

BOARD OF REGENTS  
BRIEFING PAPER

**1. Agenda Item Title:** Presentation Regarding the Shadow Lane Facilities Planning and Development Memorandum of Understanding (MOU) with Clark County

**Meeting Date: December 4, 5, 2014**

**2. BACKGROUND & POLICY CONTEXT OF ISSUE:**

The Clark County Commission, the Nevada System of Higher Education and the University of Nevada, Las Vegas have developed a Memorandum of Understanding (MOU) to reserve the County's parcel at the southeast corner of Shadow Lane and Pinto Lane (Pinto Parcel) for the potential development of the initial UNLV School of Medicine and other NSHE health sciences facilities, in collaboration with the Clark County and the University Medical Center of Southern Nevada (UMC).

**3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:**

Approval of the MOU for signature.

**4. IMPETUS (WHY NOW?):**

As the UNLV School of Medicine has begun planning for its initial facilities, the Clark County Commission has offered to reserve its Pinto Parcel for the development of facilities for the UNLV School of Medicine and other related programs. This is a timely, unique and beneficial opportunity for NSHE and UNLV to have access to approximately 10-acres of land for development in the Shadow Lane area, in close proximity to the NSHE Shadow Lane Campus.

**5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:**

- There is a critical mass of cutting-edge medical and health-related facilities in the Shadow Lane area, including the 18-acre NSHE Shadow Lane Campus, making this an ideal location for the initial UNLV School of Medicine facilities, as well as potential development of other NSHE health sciences programs in Southern Nevada.
- This approximately 10-acre Pinto Parcel site is uniquely positioned near key NSHE health partners, such as UMC.
- The Shadow Lane area is centrally located and easily accessible to people throughout Southern Nevada.
- The Shadow Lane area is at the heart of the City of Las Vegas' Medical District master planning area.

**6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:**

- Further investigation of other potential for health sciences facilities development sites.
- Questions regarding total available acreage for long-term development.

**7. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:**

- Delay decision to a future time.
- Pursue alternative locations for development.

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**8. COMPLIANCE WITH BOARD POLICY:**

<input type="checkbox"/> Consistent With Current Board Policy: Title #_____ Chapter #_____ Section #_____
<input type="checkbox"/> Amends Current Board Policy: Title #_____ Chapter #_____ Section #_____
<input type="checkbox"/> Amends Current Procedures & Guidelines Manual: Chapter #_____ Section #_____
<input type="checkbox"/> Other:_____
<input type="checkbox"/> Fiscal Impact: Yes_____ No__X____ Explain:_____

THE BOARD OF CLARK COUNTY COMMISSIONERS AND BOARD OF REGENTS OF THE NEVADA SYSTEM OF  
HIGHER EDUCATION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), by and between the Board of Clark County Commissioners (County) and the Board of Regents of the Nevada System of Higher Education (NSHE), on behalf of the University of Nevada, Las Vegas (UNLV), is entered into on the date last written below, pursuant to the authority granted to the parties by Chapter 277 of the Nevada Revised Statutes (NRS).

WITNESSETH:

WHEREAS, in April of 2010, the County and NSHE entered into an MOU (Attachment 1) to initiate a joint effort to identify opportunities for transforming UMC into a robust teaching hospital and remain committed to maximizing partnership opportunities; and

WHEREAS, in November of 2012, the County and NSHE entered into an MOU (Attachment 2) to initiate joint medical school facilities planning efforts on UMC's Campus, which is now superseded by the execution of this MOU; and

WHEREAS, the County Commission controls the property at the southeast corner of Shadow Lane and Pinto Lane (the "Pinto Parcel") within the Las Vegas Medical District, which had previously served as the home of the Southern Nevada Health District; and

WHEREAS, in August and September of 2014, the Board of Regents approved of a plan for the expansion of public medical education statewide, including the development of the UNLV School of Medicine in Las Vegas; and

WHEREAS, the UNLV School of Medicine is currently engaging in conceptual campus and facility planning processes to locate short term and long term components of its academic, clinical and research activities in locations that are beneficial to the UNLV School of Medicine, UMC and the Southern Nevada community; and

WHEREAS the parties have identified the Las Vegas Medical District as the primary site option to consider for the UNLV School of Medicine and believe that a location within the district is a key component to the long term viability and success of the UNLV School of Medicine while enhancing UMC and the medical district; and

WHEREAS, UNLV, Nevada State College and the University of Nevada School of Medicine currently operate programs within the Las Vegas Medical District on and near the UNLV Shadow Lane Campus; and

WHEREAS UNLV has plans to relocate its UNLV School of Nursing and potentially other health sciences programs, such as its Department of Physical Therapy and the School of Community Health Sciences, to the Shadow Lane Campus; and

WHEREAS other NSHE health related programs could be potentially relocated to the Shadow Lane Campus, the Pinto Parcel or other areas within the Las Vegas Medical District; and

WHEREAS, UMC has significant facilities at its main campus and the UMC Governing Board and administration have identified the need to engage in facilities needs assessment and a master planning effort; and

WHEREAS, the County, NSHE and UNLV recognize the potential efficiency, effectiveness and excellence that can be achieved through collaborative and cooperative facilities planning, infrastructure development and asset management of the County's Pinto Parcel, UMC's main campus and the Shadow Lane Campus in the Las Vegas Medical District for the joint benefit of the County, UMC, the UNLV School of Medicine and other NSHE or County programs; and

NOW, THEREFORE, the parties agree to the following:

During the initial term of this agreement the County agrees to reserve the County owned Pinto Parcel for the purpose of coordinated facilities planning, most notably for facilities planning related to the academic, clinical and research needs of the UNLV School of Medicine, other and future UNLV and NSHE medical facilities and programs, and UMC program and facility needs.

The County, UMC, UNLV and NSHE agree to engage in collaborative and cooperative planning of the Pinto Parcel, UMC's main campus and the Shadow Lane Campus in the Las Vegas Medical District for the joint benefit of the parties, other NSHE or County health sciences programs, and the Southern Nevada Community.

The County, UMC, UNLV and NSHE agree to establish a Medical District Facilities Steering Committee (Committee), composed of representatives from each party. The Committee will provide to the parties to this MOU with semi-annual updates on the progress of activities outlined in this MOU.

The County, UMC, UNLV and NSHE agree that collaborative and cooperative facilities planning, infrastructure development and asset management of the Pinto Parcel, UMC's main campus and the Shadow Lane Campus provide a significant public benefit for purposes of NRS 277.053 and would serve as consideration for integrated property development and/or exchanges between the parties.

This MOU shall be effective on the last date any authorized signatory affixes his/her signature below and shall continue until superseded by final, implementing agreements between the parties, or until three (3) years after the effective date of this MOU, whichever occurs first. The MOU can be extended by the parties for an additional two (2) years if approved by County, UNLV and NSHE.

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Commissioner Steve Sisolak, Clark County Board of Commissioners, Chair

Date

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Kevin Page, Chairman, Nevada System of Higher Education Board of Regents Date

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Daniel Klaich, Chancellor, Nevada System of Higher Education Date

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Donald Snyder, President, University of Nevada, Las Vegas Date

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Barbara Atkinson, Planning Dean, University of Nevada, Las Vegas School of Medicine Date

FINAL DRAFT

# MOU #1, 2010

**CLARK COUNTY AND NEVADA SYSTEM OF HIGHER EDUCATION  
MEMORANDUM OF UNDERSTANDING  
RELATING TO ENGAGEMENT OF CONSULTANTS**

This Memorandum of Understanding, by and between the County of Clark and the Nevada System of Higher Education, is entered into on the date last written below, pursuant to the authority granted to the parties under the laws of Chapter 277 of the Nevada Revised Statutes.

**W I T N E S S E T H:**

WHEREAS, Clark County and the Nevada System of Higher Education (NSHE) have recently embarked on a joint effort to identify opportunities for transitioning the University Medical Center (UMC) into a robust teaching hospital and desire to outline the initial steps that will be taken as part of this analysis; and

WHEREAS, the parties desire to engage external consultants to assist in 1) updating existing analyses of UMC's financial operations, with a focus on comparison to similarly situated teaching hospitals, and 2) the analysis of opportunities to develop a joint venture between UMC and NSHE;

NOW THEREFORE, the parties agree as follows:

**1. Analysis of UMC Operations:**

**a. Scope:** Representatives from Clark County and UMC will define the scope of work related to the analysis of UMC's operations.

**b. Funding:** Clark County/UMC will also fund 100% of the analysis of UMC's operations. NSHE will not participate in funding this analysis.

**2. Analysis of UMC/NSHE Joint Venture Development:**

**a. Scope:** Representatives from Clark County and UMC and representatives from NSHE Health Sciences System (HSS), the University of Nevada School of Medicine, and other NSHE health sciences programs will work together to jointly define the scope of work related to the analysis of opportunities to develop a joint venture between UMC and NSHE.

**b. Funding:** Clark County/UMC and NSHE will each fund 50% of the costs related to this analysis of UMC/NSHE joint venture opportunities.

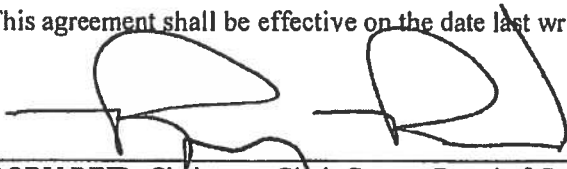
**3. Consultant Procurement:**

After development of the scope of work by the representatives of the parties as set forth above, Clark County will issue the Statement of Qualifications (SOQ) for both analyses. Clark County will be responsible for the review of SOQ respondents' qualifications related to the UMC operations analysis, and will make final recommendations to Clark County's Board of Commissioners for approval of a contract with a respondent.

Clark County and NSHE HSS/UNSOM will jointly be responsible for review of SOQ respondents' qualifications, associated costs, related to the UMC/NSHE joint venture opportunity analysis, and will make final recommendations to Clark County's Board of Commissioners and NSHE for approval of a contract with a respondent.

**4. Effective Date:**

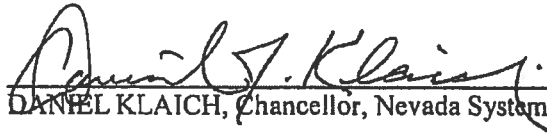
This agreement shall be effective on the date last written below.



RORY REID, Chairman, Clark County Board of Commissioners

4/6/10

Date



DANIEL KLAICH, Chancellor, Nevada System of Higher Education

3/29/10

Date



**AMENDMENT ONE**  
**MEMORANDUM OF UNDERSTANDING**  
**RELATING TO ENGAGEMENT OF CONSULTANTS**

THIS AMENDMENT is made and entered into as of this 7<sup>th</sup> day of September, 2010, by and between CLARK COUNTY (hereinafter referred to as "COUNTY") and the NEVADA SYSTEM OF HIGHER EDUCATION (herein referred to as "NSHE").

**WITNESSETH:**

**WHEREAS**, the parties entered into an Agreement entitled "Memorandum of Understanding Relating to Engagement of Consultants" dated April 6, 2010, (hereinafter referred to as "Agreement"); and

**WHEREAS**, the parties desire to amend the Agreement.

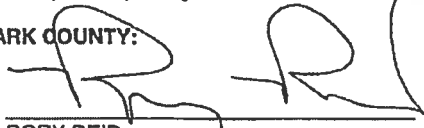
**NOW, THEREFORE**, the parties agree as follows:

1. Section 2.b Funding (Analysis of UMC/NSHE Joint Venture Development) shall be deleted in its entirety and replaced with the following:

NSHE will fund 100% of the costs related to this analysis of UMC/NSHE joint venture opportunities.

2. Except as expressly amended in this Amendment One, the Agreement shall remain in full force and effect.

**CLARK COUNTY:**

By:   
RORY REID  
Chairman, Clark County Board of Commissioners

**NEVADA SYSTEM OF HIGHER EDUCATION:**

By:   
DANIEL KLAICH  
Chancellor, Nevada System of Higher Education

# MOU#2, 2012

*the Board of Regents of the*  
CLARK COUNTY AND NEVADA SYSTEM OF HIGHER EDUCATION *on behalf of the*  
MEMORANDUM OF UNDERSTANDING *University of Nevada,*  
*Reno*  
RELATED TO THE DEVELOPMENT OF A BUILDING FOR THE UNIVERSITY OF NEVADA SCHOOL  
OF MEDICINE ON THE UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA CAMPUS

This Memorandum of Understanding (MOU), by and between the County of Clark (County) and *the*  
*Board of Regents of* the Nevada System of Higher Education (NSHE), *on behalf of the University of Nevada, Reno*  
is entered into on the date last written below,  
pursuant to the authority granted to the parties under the laws of Chapter 277 of the Nevada  
Revised Statutes.

WITNESSETH:

WHEREAS, in January of 2010, the County and the NSHE embarked on a joint effort to identify opportunities for transitioning University Medical Center of Southern Nevada (UMC) into a more robust teaching hospital; and

WHEREAS, in March of 2010, these entities entered into a joint planning MOU (Attachment 1), and have continued to plan and take steps toward achieving the goal of an Academic Health Center (AHC) at UMC; and

WHEREAS, in the first quarter of 2012, UMC convened a Facilities Master Plan Steering Committee, which included representatives from the UMC senior leadership team, UMC medical staff, University of Nevada School of Medicine (UNSOM) and the County's Chief Financial Officer, which resulted in two (2) key outcomes: 1) reaffirmation of the strategic goal to support development of an AHC in partnership with the UNSOM; and 2) support for the development of a new UNSOM building to be constructed on the UMC campus at the corner of West Charleston Boulevard and Shadow Lane (Attachment 2); and

WHEREAS, the leadership of NSHE, UNR and the UNSOM have all identified the need for a new UNSOM building in southern Nevada to expand and enhance its teaching and clinical capabilities and its presence in the community, and given that this site is ideally located in close proximity to UMC to support programmatic integration;

NOW, THEREFORE, the parties agree as follows:

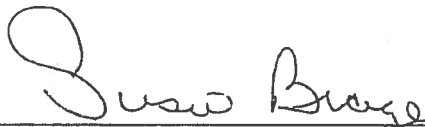
1. Establish a UNSOM/UMC Building Steering Committee:
  - a. UNSOM/NSHE and UMC/County leadership will identify the appropriate representatives to participate on a UNSOM/UMC Building Steering Committee charged with managing the initiatives identified within this MOU, and any other duties related to the facilitation of the development of a UNSOM building on the UMC campus.
  
2. Conduct a Space Planning Needs Assessment:
  - a. UNSOM leadership will take the lead in developing a space planning needs assessment to identify the functions for inclusion in a UNSOM building on the UMC campus. This space planning needs assessment will be conducted in close collaboration with UMC and County leadership and the UNSOM/UMC Building Steering Committee.
  
3. Coordinate UMC Site Planning:
  - a. UMC leadership will take the lead on coordinating any UMC master planning, infrastructure or other facilities development assessment and/or planning needed to facilitate the development of the UNSOM building on the UMC campus.
  
4. Initiate Legal Analysis:
  - a. Engaging appropriate legal expertise, UMC and UNSOM leadership and the UNSOM/UMC Building Steering Committee will initiate analyses to identify the legal or regulatory requirements and options to facilitate the development of a building for UNSOM, a state entity, to be located on County-owned land.
  
5. Initiate Project Financial Analysis:
  - a. Engaging appropriate expertise, UNSOM leadership will take the lead, in collaboration with UMC leadership and the UNSOM/UMC Building Steering Committee, to identify project construction costs as well as related building operating and occupancy expenses.
  
6. Initiate Project Funding Analysis:
  - a. UNSOM leadership will take the lead, in collaboration with UMC leadership and the UNSOM/UMC Building Steering Committee, in initiating a study to identify potential capital and operating funding alternatives, including all opportunities for private and public support.

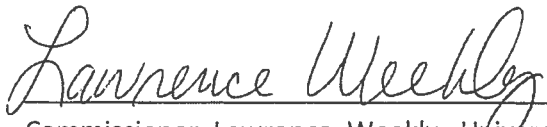
7. Identify Emerging Issues:


- a. UNSOM and UMC leadership will work with the UNSOM/UMC Building Steering Committee to identify any additional steps that should be taken in regard to addressing issues identified within this MOU, as well as any new issues which may emerge.

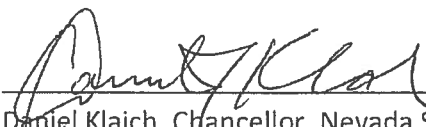
8. Effective Date:

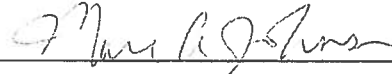
This Agreement shall be effective on the date last written below.

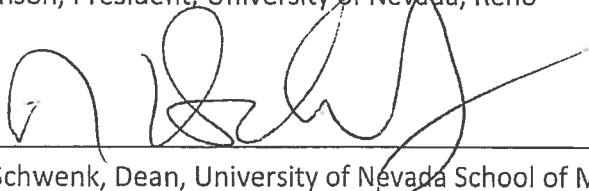
  
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Commissioner Susan Brager, Clark County Board of Commissioners, Chairperson 8/7/12  
Date

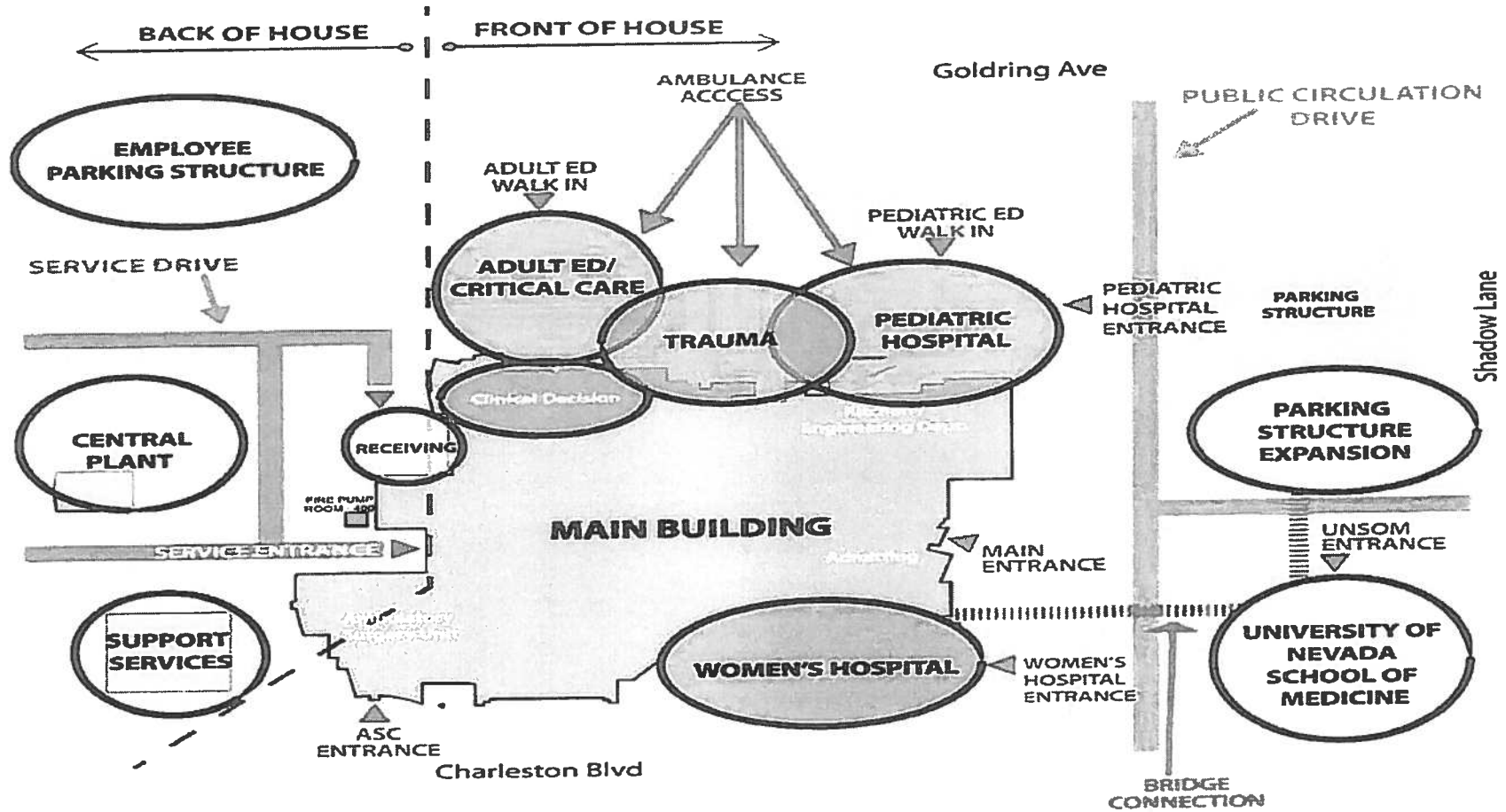
  
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Commissioner Lawrence Weekly, University Medical Center of Southern Nevada Board of Trustees, Chairperson 8/7/12  
Date

 12/4/2012 8/7/12  
Date  
\_\_\_\_\_  
Brian Brannman, University Medical Center of Southern Nevada, CEO

  
\_\_\_\_\_  
Daniel Klaich, Chancellor, Nevada System of Higher Education  
*In the Board of Regents of the Nevada System of Higher Education  
on behalf of the University of Nevada, Reno* 10/5/12  
Date

  
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Marc Johnson, President, University of Nevada, Reno 9-26-12  
Date

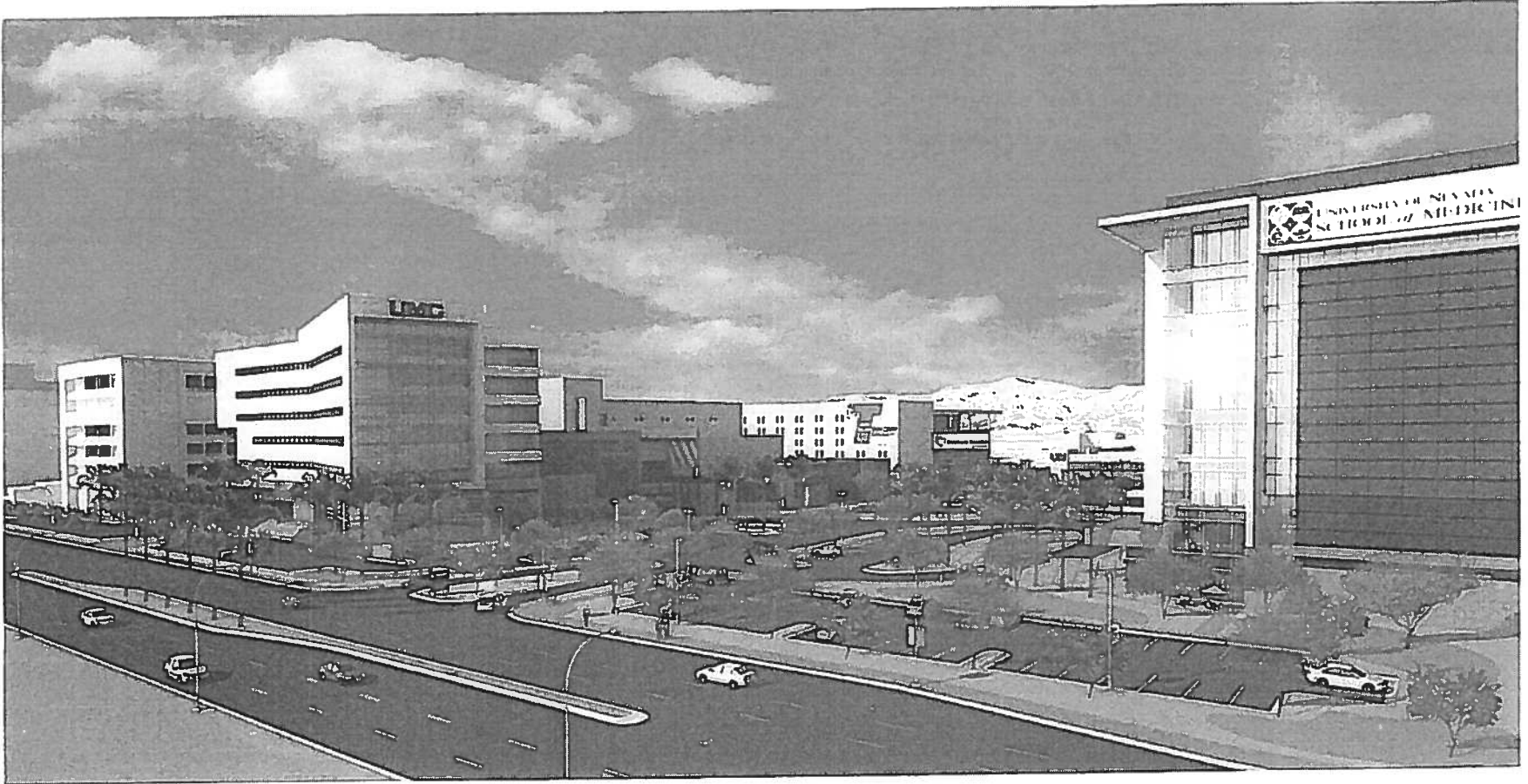
  
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Thomas Schwenk, Dean, University of Nevada School of Medicine 9/17/12  
Date



# Campus Plan Vision

Source: UMC Master Plan March Report 2012





Source: UMC Master Plan March Report2012