BOARD OF REGENTS
BRIEFING PAPER

1. Agenda Item Title: UNLV and Nevada Public Radio Agreement

Meeting Date: December 3 - 4, 2015

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

UNLV requests approval of a Management and Programming Agreement (also known as a Public Service Operating Agreement, or "PSOA") between UNLV and Nevada Public Radio (NPR), a Nevada non-profit corporation, for the management, programming and operation of KUNV, the UNLV noncommercial educational radio station, (FM), Channel 218, and its ancillary services, HD and multicast channels, broadcast auxiliary remote pickup, and studio-to-transmitter links. The agreement includes a facility use agreement for NPR's use of office and studio space in Greenspun Hall. The PSOA has a term of 5 years and 10 months, through October 1, 2021, with the option of two consecutive 8-year renewal periods, which correspond to KUNV's the Federal Communications Commission ("FCC") license terms. These types of agreements between local public radio stations and institutions of higher education have become more common as institutions of higher education focus more on the academic and programming value of the station, but leave it to seasoned professionals to manage the details of operating the station.

KUNV signed on to the air in April 1981 as a student government-run station. In 1996 student government ended its support of the station. In 1997 programming underwent extensive changes in an attempt to increase listenership. In the late 1990s a task force recommended the creation of an advisory board and a minimum budget of $300,000, part of which should be a subsidy, but no concrete financial plans existed. Funding came from the college, the president and provost's offices and in 2001 a legislative line of $100,000.

In 2001 KUNV was moved to the Hank Greenspun School of Journalism and Media Studies. Funding continued to come from a variety of sources.

The Board of Regents, on behalf of UNLV, is the FCC licensee of KUNV. NPR is an experienced noncommercial educational radio manager with a mission to enhance the quality of life and foster civic engagement by informing, educating, and inspiring its audiences. NPR's mission and UNLV's mission converge seamlessly regarding community engagement and education. KUNV will benefit from and prosper under NPR's management of it. KUNV will provide undergraduate internships and graduate fellowships in broadcasting, and will broadcast campus lectures, UNLV athletic events (to the extent UNLV provides the content) and daily public service announcements promoting UNLV and community events. In this way KUNV will continue to engage UNLV student listeners, faculty, community listeners, and supporters.

NPR management services will include the production and acquisition of programming, administration of station activities, digital station content delivery, station website maintenance, engineering maintenance and support for station facilities, financial management, accounting services, routine engineering services, and compliance with all applicable laws and regulations. These activities, as the FCC requires, will be subject to the ultimate control of UNLV.

NPR will program the station for up to 24 hours per day, seven days per week, at times not reserved for UNLV's use with a public radio station format that serves the local community, currently contemplated to be a "music discovery" format. The programming will serve the needs and interests of the station's community and further UNLV's educational objectives. Major goals of this partnership include a significant increase in audience size, elimination of UNLV's financial responsibility for the operation of the station, an increase in marketing of UNLV activities and programs, and continuity in meeting the academic needs of the university and its students.

Within the public radio industry, a trend is emerging and universities, which own two-thirds of all public broadcasting stations, are increasingly entering into PSOAs with local public radio organizations to assume the operations and management of their stations. A few factors have led institutions to this decision: (i) as university budgets come under increasing pressure, many administrators have chosen to shift resources away from public radio subsidies and towards its core mission of education; and (ii) by partnering with a local public radio organization, whose management and board of directors are focused on providing public service through its radio operations, the station audiences increase, yielding greater exposure to the university (through brand affiliation and promotional underwriting) and training opportunities for its students.

There are several examples around the country in which universities have entered into an arrangement similar to the one proposed here. For example, Miami University in Ohio entered into a PSOA with Cincinnati Public Radio, which assumed the operations of its public radio station. In the process, the university was able to end its $500,000 per year subsidy to the station, students were given internship opportunities, and the university received a significant amount of promotional underwriting on Cincinnati Public Radio's network of stations to promote the school and its many activities to alumni, prospective students and their parents, business and civic leaders.

Another example is KPCC-FM, licensed to Pasadena Community College, which, through its PSOA with Southern California Public Radio, has become one of the most important news sources in Los Angeles with a newsroom now approaching 100 professionals. Since entering into the PSOA about 15 years ago, the college has been able to eliminate all costs associated with the station while seeing the audience and value of its promotional underwriting grow exponentially.

Capital Public Radio in Sacramento operates news, classical and jazz formats and has significantly grown its audience over the last five years since entering into a PSOA with the California State University system. One of several stations licensed to the California State University System, Sacramento Public Radio is one of the most successful, yet is singular in that it receives no financial subsidy from the university.

Closer to home, College of Southern Nevada (CSN) receives on-air identifications valued at more than $300,000 annually on NPR in recognition of the lease agreement relating to the land under the Donald W. Reynolds Building and on-going custodial services, along with dedicated student studio areas for the audio needs of their broadcast education sequence. While NPR has always been independently licensed and fully sustainable, CSN enjoys a substantial outreach and marketing value at zero cash expense.

By entering into a PSOA, UNLV and NPR intend to create a meaningful partnership, yielding a broad range of benefits: the station will grow its audience and in the process, its ability to meet the needs of the community through enhanced local content and engagement initiatives; UNLV will be able to promote itself to the greater region through a prominent on-going on air brand affiliation with KUNV and the promotional underwriting it will receive on NPR's many broadcast and on-line outlets; UNLV students will receive on-going training opportunities at NPR with professionals across a broad range of disciplines to augment the academic excellence delivered by the Greenspun College of Urban Affairs; and by ending its subsidies to the station, UNLV will be able refocus these resources towards other core objectives

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

UNLV President Len Jessup requests approval of a Management and Programming Agreement between UNLV and Nevada Public Radio, wherein Nevada Public Radio will undertake the management, programming, and operation of KUNV for and under the supervision and control of UNLV. UNLV will retain programming time which will be used for student engagement and education, the broadcast of UNLV sports and campus lectures and the presentation of public service announcements promoting UNLV and public events. If approved, the effective date of this PSOA will be the date of Board approval and will run for a period of 5 years and 10 months, through October 21, 2021, with the option of two consecutive 8-year renewal periods, unless prior notification is provided by either party of its intent not to renew.

4. IMPETUS (WHY NOW?):

KUNV will benefit from and prosper under a management partnership of NPR and UNLV, allowing UNLV to concentrate on its educational mission and NPR on the efficient and effective management of the station. The arrangement will also end UNLV subsidies for KUNV's operations. UNLV would like to move ahead quickly so that the transition to the NPR management would be completed during the spring semester, 2016.

5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

This agreement:

- will allow the Greenspun College of Urban Affairs to concentrate on its educational mission,
- increase station audiences,
- yield greater exposure to UNLV through brand affiliation and promotional underwriting,
- improve fundraising through a well-established fundraising entity, and
- save UNLV the cost of subsidizing operations of KUNV.

6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

- Some may wish to have the Hank Greenspun School of Journalism and Media Studies retain control of the station.
- The agreement with Nevada Public Radio may be viewed as decreasing student opportunities.
- There may be a loss of some positions at the station.
- The new station music format will likely change and some current listeners may not like this.

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

An alternative is to continue to operate the station under the status quo.

8. COMPLIANCE WITH BOARD POLICY:

❑ Consistent With Current Board Policy: Title #_____ Chapter #_____ Section #_______

❑ Amends Current Board Policy: Title #_____ Chapter #_____ Section #_______

❑ Amends Current Procedures & Guidelines Manual: Chapter #_____ Section #_______

X Other: no applicable policies found

❑ Fiscal Impact: Yes_____ No **X**

Explain:

MANAGEMENT AND PROGRAMMING AGREEMENT

THIS MANAGEMENT AND PROGRAMMING AGREEMENT this "**Agreement**") is made as of the last date appearing on the signature page hereto by and between the Board of Regents of the Nevada System of Higher Education (the "**Board of Regents**"), on behalf of the University of Nevada, Las Vegas ("**UNLV**" or "**Licensee**"), and Nevada Public Radio, a Nevada non-profit corporation. ("**Manager**").

RECITALS:

WHEREAS, Licensee is the Federal Communications Commission ("**FCC**") licensee of noncommercial educational radio station KUNV(FM), Channel 218, Las Vegas, Nevada (FIN 68921) and its ancillary services (HD and multicast channels, broadcast auxiliary remote pickups, studio-to-transmitter links, etc.) (the "**Station**");

WHEREAS, Manager is an experienced noncommercial educational radio station broadcaster and the licensee of noncommercial educational radio Stations KNPR(FM) and KCNV, Las Vegas, Nevada, as well as other noncommercial educational radio stations, pursuant to authorization of the FCC, with a mission to enhance the quality of life and foster civic engagement by informing, educating and inspiring our audiences;

WHEREAS, UNLV is one of the flagship institutions of higher education in the State of Nevada committed to rigorous educational programs and the highest standards of a liberal education with a commitment to improve our local communities and to foster relationships between UNLV and the region around it;

WHEREAS, UNLV has established, as a core theme, engagement with the community, including an objective to expand community programs that contribute to the health and welfare of the community;

WHEREAS, UNLV and Manager wish to collaborate together in ways that will advance the educational objectives of both parties and contribute to the local community;

WHEREAS, Licensee and Manager desire that Manager undertake the management, programming and operation of the Station for, and under the supervision of, Licensee;

WHEREAS, Licensee will retain some programming time for its own use and purposes;

WHEREAS, Licensee expects that management by Manager will promote quality public radio programming over the facilities of the Station and improve the local community; and

NOW, THEREFORE, in consideration of the above recitals and mutual promises and other good consideration, the parties agree as follows:

1. MANAGEMENT

Manager hereby agrees to manage and operate the Station under the supervision and control of Licensee. As FCC licensee, Licensee shall at all times retain ultimate responsibility for the Station's essential functions, including its programming, finances and Station personnel employed by Licensee. Subject to the foregoing limitations, the management services provided herein shall include certain aspects of the operation and management of the Station, including, but not limited to, the production and acquisition of programming, administration of Station activities, digital Station content delivery, Station website maintenance, engineering maintenance and support for Station facilities, financial management, accounting services, routine engineering services, and compliance with all applicable laws and regulations.

(a) Programming. Manager will program the Station for up to 24 hours per day, seven days per week (the "**Programming**"), at times not reserved for the Licensee's use, with a public radio station format that serves the local community, which format shall initially consist of an interim format on the Commencement Date followed by the launch of a music discovery format planned for March 1, 2016 (the "**Launch Date**"). The Programming shall serve the needs and interests of the Station's community of license and further Licensee's educational objectives. Manager will not change the format of the Programming as contemplated by this Agreement without the prior consent of Licensee. The Programming will comply with Licensee's program standards, set forth in Schedule 1(a), the Communications Act of 1934, as amended, the FCC's rules and all applicable content-related law for broadcast programming. Manager will be responsible for ensuring that all applicable licenses for the Programming from performing rights organizations including but not limited to ASCAP, BMI, SESAC, and SoundExchange ("**PROs**") are obtained, maintained, and that any required reporting is properly submitted to the applicable PRO. In the event that Licensee is required to add the Station to any of its blanket PRO licensees, any amounts that Licensee must pay (if any) to add the Station to any of its blanket PRO licenses shall be reimbursed to Licensee in accordance with Schedule 1(d).

(b) Any listener complaints or FCC inquiry concerning the Programming shall be promptly reported to Licensee. In addition to the time reserved for its own use, Licensee shall have the right to preempt or reject any Programming if Licensee, determines in its reasonable judgment, concludes that the Programming does not serve the public interest, or that alternate programming would better address local needs.

(c) Reservation of Program Time. Licensee reserves, for its own purposes, the program times and dates set forth in Schedule 1(b) (the "**Reserved Program Time**"), provided that if Licensee determines not to use such program time, it will give Manager at least 72 hours prior notice of its determination not to use its reserved air time so that Manager may make appropriate advance programming plans for the time. Licensee shall remain responsible for all costs, liabilities and expenses associated with the Reserved Program Time, including obtaining or maintaining any and all intellectual property rights, including copyright licenses, necessary for its use of the Reserved Program Time on the Station.

(d) Delivery of Programming. Manager shall be responsible for the delivery of the Programming to the Station's studio and to the Station's transmitter at Manager's cost and expense, provided that Manager may use the Station's existing studio to transmitter link. Manager will be responsible for all costs and expenses incurred in connection with equipment for receiving Programming at the Station, including appropriate equipment for satellite reception, EAS compliance, transmitter remote control and confidence monitoring.

(e) Financial Management. Manager shall, in the manner consistent with FCC policies, reimburse Licensee for certain Station operating expenses reasonably incurred by Licensee, as set forth in Schedule 1(d), including expenses related to the maintenance and repair of the transmission facilities; provided, however, that Licensee shall bear full responsibility for the hiring, firing and terms of employment of the Station employees on Licensee's payroll which will consist of a general manager and the other personnel listed in Schedule 1(d). The presence at the Station's studios of these employees will be sufficient to ensure Licensee's compliance with the requirements of the FCC main studio rule. Licensee shall supervise Manager's financial management of the Station and Licensee shall remain ultimately responsible for the finances of the Station, as required by FCC rules and policies.

(f) General Manager of Station.

(i) UNLV shall, in consultation with Manager, hire and employ a General Manager who will be assigned to the Station and who will serve as a "managerial" employee for FCC main studio purposes. The General Manager shall be an employee of UNLV and shall report to a UNLV administrator designated by the Executive Vice President and Provost. The General Manager shall be Manager's designated contact for day-to-day operations of the Station, which contacts shall take place through the President of Manager, or such officer of Manager as the President may designate. UNLV shall periodically review the performance of the General Manager to assure that the General Manager's performance fulfills FCC requirements and furthers the purposes of this Agreement.

(ii) The General Manager will be responsible for the management and operation of the Station, for assuring that the Station operates in accordance with the policies, business, educational, and other plans adopted by UNLV pursuant to this Agreement, and for facilitating the development of a strategic plan for the Station.

(g) KUNV HD Channel/Program Stream. Notwithstanding the foregoing provisions, UNLV intends to continue operating the student KUNV HD Channel/Program Stream *(*dba *The Rebel-HD2)* with the same facilities, bandwidth and equipment with which it presently operates. Operations of the KUNV HD Channel/Program Stream are not be subject to the terms of this Agreement. Manager will not be financially or otherwise responsible for the KUNV HD Channel's operation. Such operations will not impede or interfere with Manager's activities authorized under this Agreement. UNLV will maintain separate PRO licenses for the KUNV HD Channel/Program Stream.

2. <u>TERM OF AGREEMENT</u>

This Agreement shall be effective and binding only upon approval by action of the Board of

Regents at a properly noticed public meeting and full execution by both parties (the "**Effective Date**"). Subject to the foregoing, the commencement date for the obligations of the parties under this Agreement (the "**Commencement Date**") will be the Effective Date, unless both parties agree in writing. Unless sooner terminated in accordance with this Agreement, the Agreement shall continue in full force and effect until October 1, 2021 (the "**Initial Term**"). The Agreement shall automatically renew for two consecutive 8-year FCC license renewal terms (i.e., until October 1, 2037) (each, a "**Renewal Term**") unless either party provides at least one hundred twenty (120) days advance written notice to the other party of its intention to terminate this Agreement without cause.

3. TERMINATION

(a) Licensee may terminate this Agreement: (i) immediately by giving written notice if, in the reasonable good faith discretion of Licensee, the Station is operated by Manager in a manner contrary to the public interest, convenience and necessity, FCC rules and regulations, the Communications Act of 1934, as amended, or other applicable law; provided, however, that such termination may not for the business benefit of Licensee; (ii) if Manager otherwise breaches its obligations under this Agreement, and Manager fails to cure such breach within thirty (30) days of written notice from Licensee; (iii) if Licensee, during the Initial Term, determines to terminate this Agreement under Sections 3(a)(i) or (ii), and thereupon enters into an agreement to sell and/or assign the license for the Station, it may do so but subject to Manager's right of first refusal provided in Section 3(d); or (iv) pursuant to Section 2.

(b) Manager may terminate this Agreement: (i) immediately by giving written notice if, in the reasonable good faith discretion of Manager, Licensee unreasonably frustrates or impedes effective management and programming of the Station by Manager; (ii) if Licensee breaches its obligations under this Agreement and Licensee fails to cure such breach within 30 days of written notice from Manager; or (iii) pursuant to Section 2.

(c) Upon termination of this Agreement, Licensee shall assume complete operational responsibility for the Station, and Manager shall be relieved of all obligations under this Agreement, except for: obligations incurred prior to the effective date of the termination; the obligation to provide a final accounting pursuant to Section 12 hereof; and the obligation to cooperate with Licensee to wind up Manager's operation of the Station in an orderly fashion.

(d) If at any time during the Initial Term or the first Renewal Term, in the event that Licensee terminates this Agreement under Section 3(a)(i) or (ii) above, and determines to sell and/or assign the license for the Station to any other party or to arrange for the management/operation or programming of the Station by any other party, Manager shall have a right of first refusal to enter into such agreement, including the purchase or assignment of the Station as follows: Upon the receipt by Licensee of any bona fide offer to purchase or take assignment of or to manage/operate or program the Station, which offer Licensee determines to accept, Licensee shall transmit a notice of the offer to Manager. The notice (i) shall contain the payment structure and a summary of all material terms of the offer, and (ii) shall offer to Manager the option to enter into agreement upon the terms and subject to the conditions of the proposed third party agreement as set forth in the notice. Manager shall then have the right for thirty (30) days to accept such offer. If after the thirty (30)-day period Manager fails to accept the offer, its right as to that offer shall terminate and Licensee may enter into an agreement with the original offering party on the same material terms and conditions as were offered to Manager. If Licensee does not enter such an agreement with the original offering party, Manager's right of first refusal shall again apply for the balance of the period specified above. Manager agrees that the notice of the offer and all information disclosed in conjunction with the notice of the offer will be kept strictly confidential by Manager and its employees, agents, and attorneys and that confidentiality shall survive the termination of this Agreement for a period of one (1) year, except for disclosures required by applicable law or compulsory legal process or necessary to meet governmental reporting obligations and subject to the requirements of Section 24 of this Agreement.

(e) Upon one party's notice of intent to terminate pursuant to Section 2 above, Licensee and Manager agree to negotiate in good faith exclusively with each other for the renewal of this Agreement for a period of ninety (90) days.

4. GRANTS/FUNDRAISING/MARKETING

(a) Grants. Licensee agrees to cooperate with Manager in applying for grants, awards, contributions, donations, bequests, devises, legacies or other property or monies (hereinafter collectively referred to as "grants") regardless of nomenclature, for the use or benefit of the Station, including, but not limited to Corporation for Public Broadcasting ("**CPB**") grants, and any other grants applied for or received in the name of Licensee and intended for the use and benefit of the Station; provided that (1) Manager drafts for Licensee's review and approval all applications or other documentation required by such grants; (2) Manager agrees to the terms and conditions of, and serves as fiscal agent for, such grants; and (3) Manager covers all administrative costs, such as audits or financial reports, required by such grants.

(b) Fundraising. Manager will conduct fundraising activities for the benefit of the Station, including but not limited to membership drives and program underwriting, in such manner as to seek to raise sufficient funds for Manager to professionally manage and operate the Station in continuing consultation with Licensee staff. Manager shall conduct all fundraising so as to comply with the rules and policies of the FCC applicable to noncommercial educational broadcast stations, including (with specificity) Section 73.503(d) of the FCC rules, and with IRS requirements for documenting charitable contributions.

5. LICENSE MAINTENANCE

Licensee, as FCC licensee, has the ultimate responsibility with respect to all activities in connection with FCC license renewals, applications for facility changes and such other filings and reports as may be required by the FCC. Manager agrees to assist and advise Licensee in such activities and, upon request, to prepare all necessary documents, filings and reports for the timely review and approval by Licensee in consultation with Licensee's own legal counsel.

6. RESPONSIBILITY OF FCC LICENSEE

Licensee and Manager acknowledge and agree that the operation of the Station in compliance with all laws, rules, policies and regulations of the FCC is the ultimate responsibility of Licensee, as licensee. Nothing in this Agreement shall be construed as limiting, transferring, assigning or relieving Licensee of such responsibility. Licensee and Manager acknowledge that their relationship requires a commitment on both parties' parts to the mission of the Station.

7. STANDARDS OF OPERATION

Manager agrees that it will manage and operate the Station consistent with industry standards for noncommercial educational broadcasting, so that the Station will provide quality service to the public, protect and enhance Licensee's reputation, and comply with all legal requirements. Manager further agrees to manage and operate the Station, to the extent reasonably possible, in such a manner allowing the production and acquisition of radio programming of community value, and to combine these programs into a nonprofit radio service of high quality for broadcast to the Las Vegas community.

8. INSTITUTIONAL COOPERATION AND MEDIA PROMOTION

(a) Identification of Licensee. Manager will air station identifications that comply with the FCC's rules at the beginning and end of each time of operation and on the hour while the Station is on the air. Manager will identify Licensee as the Station's licensee during each on-air identification, and, as feasible, in marketing or promotional materials that refer to the Station.

(b) On-Air Announcements About Licensee. In addition to FCC-required station identification announcements, after the Launch Date, Manager will air announcements over the Station that will provide information on Licensee and its educational programs and opportunities, it being understood that Licensee wishes to share in the branding and goodwill generated from the operation of the Station, as set forth in Schedule 8(b) attached. All such announcements shall comply with FCC requirements and Manager's internal underwriting guidelines.

(c) Limitations on Contracting Authority. The parties agree that all contracts or services in excess of Fifteen Thousand Dollars ($15,000) entered into by Manager under its management and operation of the Station shall be subject to approval of Licensee.

(d) Use of Studio Space. Subject to accommodation of the Licensee employees listed in Schedule 1(d), Licensee shall permit Manager to deploy its personnel to the existing KUNV studio and office facilities in Greenspun Hall in order to fulfill the purposes of this Agreement, where Manager's personnel will have access to KUNV's control board and associated recording and other program production facilities, as well as the studio and office space currently utilized by KUNV, as of the Commencement Date. Manager will recruit, hire, pay, supervise and discharge employees as necessary to fulfill its obligations under this Agreement. All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees are the responsibility of Manager and Manager is in all respects the employer of such employees. Manager agrees to fully comply with all applicable laws and regulations relating to worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Manager will be responsible to disburse payment of its employees' salaries, payroll taxes, worker's compensation benefits, health benefits and other similar charges incident to the employment of employees. Manager represents that it is and will continue to be an equal opportunity employer and that it complies with all applicable federal, state and local laws and regulations regarding such. Licensee may set reasonable policies on Manager's use of the KUNV studio and office facilities, provided such policies permit Manager to fulfill its responsibilities pursuant to this Agreement. Licensee's current policies are set forth in Schedule 8(d).

(e) Use of Video Production Facilities. After the Launch Date, Licensee shall permit Manager to use its existing video production and post-production facilities, including associated Licensee video production staff, for up to five (5) hours per week, at mutually convenient times upon reasonable notice and at no additional cost to Manager, for video program production and post-production related to the management, operation and branding of the KUNV Station (by way of example, video recordings of live music or other performances).

(f) Graduate Study Opportunities and Internships. In furtherance of their respective educational goals and missions, Licensee and Manager shall cooperate in the establishment and implementation of graduate study opportunities and internships at the Station and at Manager's Station KNPR, after the Launch Date and as set forth in Schedule 8(f).

9. REPRESENTATIONS AND WARRANTIES

Manager represents and warrants that it will maintain its organization and operate in accordance with all laws and regulations applicable to nonprofit organizations in the State of Nevada. Manager represents and warrants that it will manage, operate and program the Station in full compliance with all applicable laws, rules and policies, including intellectual property law.

10. INSURANCE

(a) During the Term and any Renewal Term, Manager shall maintain (i) commercial general liability insurance in the amount of $1,000,000 per occurrence and $2,000,000 in aggregate, (ii) business automobile liability insurance in the amount of $1,000,000 per occurrence, (iii) employer's liability insurance in the amount of $500,000 per occurrence, (iv) property damage insurance, (v) workers' compensation insurance as statutorily required, and (vi) broadcast libel and errors/omissions insurance covering claims up to $1,000,000.

(b) Licensee participates in the self-insurance program of the State of Nevada and will provide a statement of participation upon request. During the Initial Term and any Renewal Term, Licensee agrees to maintain and participate in the self-insurance fund in amounts that are in compliance with the laws of the State of Nevada and sufficient to cover any liability which reasonably could be anticipated to arise from the performance of this Agreement, including damages or injuries arising out of Licensee's Reserved Program Time, the KUNV studio and office premises, and with respect to Licensee's employees, agents and representatives. In addition, Licensee agrees to maintain during the Initial Term and any Renewal Term workers' compensation insurance covering Licensee employees and agents who may visit the KUNV studio premises; and property insurance covering damage to or risk of loss of Station equipment.

11. CONSIDERATION

The parties acknowledge that their respective undertakings and commitments herein, designed to ensure the provision of high quality public radio programming on the Station, constitute sufficient consideration for this Agreement. The parties further acknowledge that FCC rules and policies do not permit Licensee to receive consideration from Manager for the program time or for the programming furnished to the Licensee.

12. RECORDS/ACCOUNTING

Manager shall keep full and adequate financial and accounting records of the Station's activities and make such records, including, but not limited to, bank records, ledgers, accounts, journals, and audits, available for inspection by representatives of Licensee upon reasonable prior written notice. Within ten (10) business days after the end of each quarter or after reasonable request by Licensee in conjunction with periodic campus accounting (including fiscal year end accounting), Manager shall provide to Licensee a financial report, in a form reasonably acceptable to Licensee, that accounts for all revenues and expenses attributable to the Station. Licensee shall concurrently submit to Manager, and Manager shall promptly pay, an invoice for the Station expenses to be reimbursed to Licensee. In the event of any dispute concerning a reimbursable expense claimed by Licensee, Manager shall escrow the amount claimed by Licensee until the claim is resolved. In the event the parties are unable to resolve the claim between them, they shall submit the matter to a mutually agreeable third party, whose decision shall be binding on both parties. Manager shall cause the operations and records of the Station to be audited periodically by an independent certified public accountant. Manager shall also cooperate with Licensee's auditor as part of Licensee's periodic audit, as may be reasonably requested by Licensee and its auditor, including permitting ordinary audit procedures to be followed involving the books and records of Manager. Licensee shall be responsible for ascertaining the programming needs of its community of license and maintaining the Station public inspection file in compliance with FCC requirements, provided, however, that Manager shall provide advice and assistance with respect to the ascertainment of programming needs and shall provide Licensee with all relevant documents and information required to be placed in the Station public inspection file.

13. RELATIONSHIP

During the term of this Agreement, subject to its terms and conditions, Manager is authorized to hold itself out as the manager and operator of the Station. Subject to the limitation set forth in Section 8(c), Manager is hereby authorized to enter into contracts for or on behalf of the Station in the ordinary course of business. Manager shall be responsible for all contracts and financial obligations that it has entered into on behalf of the Station, and shall include pertinent information regarding such contracts in Manager's quarterly financial reports described in Section 12.

14. OVERSIGHT AND CONTROL

Notwithstanding anything in this Agreement to the contrary, Licensee shall retain and exercise oversight and control of the activities and operations of the Station. Without limiting the foregoing, Licensee (through its governing board or the board's designated representative(s)) shall have the right: (a) to promulgate basic Station policies regarding personnel (but only to the extent such personnel are working on matters relating to the Station), finances and programming; (b) to direct the day-to-day activities of Manager's employees working at the Station (but only to the extent that such employees are working on matters relating to the Station); (c) to inspect the Station's facilities at any time during operation; (d) to consult with Station management, review FCC-required operating and maintenance records and procedures, and investigate operational complaints; and (e) to require written reports, in addition to the quarterly financial reports described above, no less often than on a yearly basis, including but not limited to, an audited financial statement of Station revenues and expenses for the year, a summary of the Station's programming service, and personnel actions (including EEO compliance). For purposes of clarity, Licensee shall not have oversight or control of Manager's employees generally, but only to the extent that those employees are working on matters relating to the Station within the scope of this Agreement. The President and Chief Executive Officer of Manager shall be responsible for reporting to the UNLV administrator designated by the Executive Vice President or Provost.

15. NOTICES

Any written notice to any party required or permitted under this Agreement shall be deemed to have been duly given on the date of personal service on or on the date of receipt by the party to whom notice is to be given, and shall be addressed to the addressee at the address stated below, or at the most recent address specified by written notice under this provision.

If to Licensee:

University of Nevada, Las Vegas
4505 S. Maryland Parkway, Box 453007
Las Vegas, NV 89154-3007
Attention: Dean, Greenspun College of Urban Affairs
Phone: (702) 895-3291

With a copy to:

University of Nevada, Las Vegas
4505 Maryland Parkway, Box 451085
Las Vegas, Nevada 89154-1085
Attention: General Counsel
Phone: (702) 895-5185

If to Manager:

Nevada Public Radio
1289 Torrey Pines Dr.
Las Vegas, NV 89146
Attn: Florence Rogers
Phone: 702-258-9895
Email: flo@knpr.org

16. INDEMNIFICATION

To the extent permitted by Nevada state law, Manager agrees to indemnify, defend, and save harmless Licensee from loss, damage, or liability that may be caused by or arise from Manager's management or operation of the Station after this Agreement commences or from any acts or omissions by Manager relating to its obligations under this Agreement. At its option, Manager may repair or replace any Licensee equipment, fixture or other tangible asset damaged or destroyed by Manager, or Manager's employees or agents. To the extent permitted by Nevada state law, Licensee agrees to indemnify, defend, and save harmless Manager from loss, damage, or liability that may be caused by or arise from Licensee's operation of the Station before this Agreement commences, or related solely to the acts, or failures to act, by Licensee after this Agreement commences, or Licensee's obligations under the Agreement.

17. SEVERABILITY

If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement, provided that such remaining portions or provisions can be construed in substance to constitute the agreement that the parties intended to enter into in the first instance.

18. BINDING ON SUCCESSORS

This Agreement may not be assigned by either party without the other party's consent, which may be given or withheld in its sole discretion. Any attempted assignment without such consent shall be cause for immediate termination of the Agreement by the other party.

19. COMPLETE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to the management and operation of the Station during the term hereof, and, except as specifically referred to herein, all prior obligations, proposals and agreements relating to the subject matter hereof have been merged herein. This Agreement shall not be modified or amended except by agreement in writing duly executed by the parties hereto.

20. GOVERNING LAW

This agreement was made and entered into in the State of Nevada, and shall be construed in accordance with and governed by the laws of the State of Nevada. The parties agree that any actions or proceedings arising directly or indirectly from this Agreement shall be litigated only in courts located in Clark County, Nevada.

21. ATTORNEYS' FEES

Each party shall bear its own attorneys' fees, costs, expert fees, and other fees and costs in connection with this Agreement or any dispute hereunder.

22. NON-DISCRIMINATION

The parties certify that they do not discriminate against any employee or applicant for employment or person to whom they provide services because of race, color, religion, gender, gender identity or expression, sexual orientation, age, veteran status, national origin or disability and that they comply with all applicable federal, state and local laws and executive orders regarding employment.

23. DEBARMENT/SUSPENSION

Each party certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Each party agrees to provide immediate notice to the other party in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Initial Term or any Renewal Term.

24. PUBLIC RECORDS LAW

This Agreement is subject to the provisions the State of Nevada Public Records Law, Nev. Rev. Stat. §239.010, such that this Agreement and other information or documents received from Manager may be open to public inspection and copying. Notwithstanding the foregoing, Licensee agrees to protect the confidentiality of all proprietary, confidential or secret information supplied by Manager during the Initial Term and any Renewal Term, provided that: (1) Manager labels such documents and information, or specific parts thereof, as "trade secret" or "confidential" in accordance with Nev. Rev. Stat. §333.333; and (2) Manager agrees to indemnify and defend Licensee for honoring such a designation.

25. NOT A PARTNERSHIP

It is expressly understood that neither party is or becomes in any way or for any purpose, a partner of the other in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with the other by reason of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed this Agreement as of the dates entered below.

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS (LICENSEE)

Recommended:

By: ______________________________
Nancy Rapoport
Acting Executive Vice President & Provost

By: ______________________________
Len Jessup
President

Approved (pursuant to Board of Regents authorization):

By: ______________________________
Daniel J. Klaich
Chancellor, NSHE

Date: ______________________________

Approved as to Legal Form:

By: ______________________________
Elda Luna Sidhu
General Counsel, UNLV

NEVADA PUBLIC RADIO (MANAGER)

By: ______________________________
Florence M.E. Rogers
President and Chief Executive Officer

Date: ______________________________

STATEMENT OF STATION POLICIES OF LICENSEE

The Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas ("Licensee"), licensee of Noncommercial Radio Station KUNV, Las Vegas, Nevada (the "Station"), hereby subscribes to the following standards, practices, policies and regulations to govern the broadcast of all programming aired over the Station. The following standards, practices and policies are to be adhered to in the preparation, writing, production and broadcasting of all programs, underwriting and other program material aired over the Station:

I. No Payola or "Plugola". The mention of any business activity or "plug" for any commercial, professional or other related endeavor on the Station is prohibited, except where contained in an underwriting message that complies with the requirements of Section 399B of the Communications Act and Section 73.503 of the rules of the Federal Communications Commission (“FCC”) and such message contains a sponsorship identification announcement which meets the requirements of Section 317 of the Communications Act and Section 73.1212 of the FCC’s rules.

II. No Lotteries. Except as expressly permitted under Section 73.1211 of the FCC's rules, no announcements, messages or programs may be broadcast over the Station (without the express prior written approval of the Licensee) which give any information about or which promote any lotteries or games of chance, including any bingo games and the like, which are to be held by a local church or other non-profit institution or organization. A lottery, for these purposes, is a game or promotion in which a prize is awarded and where the selection of the winner or the amount or nature of the prize is determined in whole or in part on the basis of chance, and where contestants enter the promotion by paying or promising any form of consideration (e.g., money, substantial time, or substantial energy).

III. Station Identification Announcements Required. A station identification announcement must be broadcast each time the Station goes on the air and when it signs off the air. A station identification announcement must also be broadcast each hour, as close to the top of the hour as feasible, at a natural break in programming, and shall comply with the requirements of Section 73.1201 of the FCC's rules.

IV. Contests and Promotions. In the event that the programs contain information about any contest that Manager conducts, Manager shall comply with Section 73.1216 of the FCC's rules by fully and accurately disclosing the material terms of the contest and by conducting the contest "substantially as announced." No contest description shall be broadcast on the Station where Manager knows that such description is false, misleading or deceptive with respect to any material term.

V. Obscenity and Indecency Prohibited. No obscene material may be broadcast over the facilities of the Station. No indecent material may be broadcast on the Station during any time when the airing of such programming would be contrary to law or FCC regulations or policies. For these purposes, "indecent" material is defined as language or material that describes sexual or excretory activities or organs in a patently offensive manner, as measured by contemporary community standards for the broadcast medium. Material will be considered obscene if (a) the average person, applying contemporary community standards, would find that the material appeals to the prurient interest, (b) it describes or depicts, in a patently offensive manner, sexual conduct as defined by applicable state law, and (c) taken as a whole, it lacks serious literary, artistic, political or scientific value.

VI. Advertising. No advertisements as defined by Section 399B of the Communications Act and Section 73.503 of the FCC's rules, shall be broadcast on the Station.

VII. Defamatory Statements Prohibited. No statements known to be libelous or defamatory may be broadcast on the Station. Libel is a false statement of fact about a person, which tends to injure that person's reputation or otherwise cause injury or damages to that person.

VIII. "Equal Time" For Political Candidates. No legally qualified candidate for public office shall be allowed to "use" (as defined in Section 73.1941(b) of the FCC's rules) the Station during his/her campaign without the prior written consent of Licensee, in which case his/her legally qualified opponents must be afforded equal opportunities to appear on the Station.

IX. Sponsorship Identification Announcements. All sponsored programs must (a) contain an announcement stating the fact that the matter broadcast was sponsored, paid for, furnished by, or in support of the Station, and must disclose the true identity of the person or entity on whose behalf payment was made or promised for the broadcast, or (b) otherwise comply with Section 317 of the Communications Act and Section 73.1212 of the FCC's rules. Whenever such a sponsorship identification announcement is required, the announcement must be made both at the beginning and conclusion of each program of over five minutes in length. If a sponsored broadcast is five minutes or less in duration, only one such announcement is required, and it may be made either at the beginning or the conclusion of the broadcast or announcement.

RESERVED PROGRAM TIME

Licensee reserves one full-time HD Channel/Program Stream on the Station (Station KUNV) for student radio programming (currently contemplated to be the existing student radio HD program stream).

The Reserved Program Time will consist of the following, after the Launch Date, all of which shall be transmitted to Manager in broadcast-ready format:

1) "Our Metropolis" program produced weekly by Licensee and hosted by Gary Larson. This is a weekly 30-minute program that will broadcast each as mutually agreed by the parties, currently contemplated to be **[Tuesday] at [__] a.m./p.m.** during the 30-week academic year. This program will be produced, in advance, and delivered to Manager at least 48 hours in advance of its scheduled broadcast, in order to meet the quality and technical broadcast standards of Manager.

2) UNLV athletics:

   <u>Broadcast of Games</u>: Subject to confirmation that the Licensee has all the necessary broadcast rights and/or authorizations from the holders of such rights, Licensee reserves airtime for the Station to broadcast up to a total of fifteen (15) UNLV athletic games or matches per year. Such games or matches will have durations of approximately two (2) hours each, but could last as long as three (3) hours. Scheduling of this programming is subject to Licensee providing the times and estimated durations of such sporting events to Manager at least ten (10) days in advance of their scheduled broadcast. Licensee shall be responsible for all costs and expenses of producing and delivering UNLV athletic broadcasts to the Station, live or delayed, in broadcast-ready format via ISDN. Subject to conference rules and UNLV's agreements with third-party program syndicators, and/or exclusive sponsorship agents, such sports broadcasts may include underwriting announcements that benefit UNLV and its third-party contractors. Such underwriting may be reviewed and approved in advance by Manager to ensure compliance with Manager's policies.

3) Campus Lectures:

   Licensee reserves air time for the Station to broadcast up to a total of 10 academic lectures per 12-month period. Such lectures will feature UNLV faculty or guest lecturers. The duration of each lecture will be no more than 60 minutes. Scheduling of these lectures will be subject to Licensee providing their times and estimated durations at least 10 days in advance of their scheduled broadcast. UNLV shall be responsible for all costs and expenses of producing and delivering this programming to Manager, in each instance in broadcast-ready format via ISDN.

4) Distribution rights

With respect to the Programming and the UNLV programming broadcast during the Reserved Program Time as described in this schedule, or any other programming broadcast on the Station by a party to this Agreement, the parties agree they will not copy, distribute, redistribute or rebroadcast such programming without the other party's express written consent.

REIMBURSABLE EXPENSES

Expense Reimbursements

At the beginning of each quarter of the Term after the Commencement Date, Manager shall pay to Licensee, in arrears, one-fourth of the estimated annual commercially reasonable and necessary reimbursable expenses set forth in this Schedule, which shall not include capital expenses, for the Station ("Reimbursable Expenses"). Reimbursable Expenses shall include: insurance, utility charges, transmitter site lease, property taxes, and routine maintenance and repair of the transmission facilities, as more particularly set forth in the budget annexed hereto. On an annual basis (unless the parties agree on a more frequent basis), Manager and Licensee shall calculate the actual reimbursable expenses and make necessary adjustments to the quarterly estimates to match actual Station Reimbursable Expenses.

Expense	Estimated Monthly Cost
• Rent and utilities related to operation of Station's transmission facilities and a reasonably allocable portion attributable to Station's studio facilities in Greenspun Hall	$2,500.00 (Rent) $1,702.00 (Utilities)
• Routine equipment repairs and maintenance (which does not include capital expenses for equipment replacement or major repairs): $9,038/year studio; $13,726/year tower and transmission equipment	$1,897.00
• Contract engineering fees	$1,075.00
• Music licensing fees	See Agreement, Section 1(a)
• SoundExchange royalty fees	See Agreement, Section 1(a)
• Office supplies (paper, envelopes, stamps, and other office supplies)	$83.00
• The salary and benefits, including allocable health insurance, of Station's general manager,	$7,500.00

• Licensee's costs of up to $10,000 per year, plus health insurance premiums, for one (1) graduate student in broadcasting, as set forth in Schedule 8(f).	$1000.00[1]
• Licensee's costs of up to $15,000 per year, for up to 3 student internships, as set forth in Schedule 8(f).	$1,500.00[2]
• Proportionate share of building costs for 2,200 gross square feet and 1,155 gross square feet of common areas at $.30/square foot	$1,006.50

1 The graduate will work only 10 months per year ($1,000 X 10=$10,000).

2 The undergraduate interns will work 10 months per year (total estimate for 3 interns for 10 months: $1,500 X 10=$15,000).

ANNOUNCEMENTS AND BRANDING OF LICENSEE

The Schedule sets forth the branding and announcement allowances for UNLV underwriting announcements on the Station after the Launch Date.

1. Manager shall designate up to 15 standard underwriting announcement spots per day between 6am-8pm every day for the use of high level branding messages on behalf of UNLV – a total of up to 5,475 spots a year. All underwriting announcements for UNLV shall be standard underwriting messages in compliance with FCC requirements and Manager's underwriting policies, in order to be consistent with other broadcast stations of Manager (15 second announcer-read messages with no production requirements, but with underwriting script agreed-upon in advance pursuant to Manager's underwriting policies.)

2. Branding for the Station and all use of underwriting announcements on the Station shall be coordinated with and approved by UNLV administrative personnel. Manager expects to meet with UNLV quarterly with regard to underwriting copy review to identify three of four high level themes for UNLV branding and underwriting announcements.

3. Manager shall maintain and upgrade the Station's website in order to benefit from the combined web traffic of all of Manager's stations. Manager shall maintain on the Station's website listings maintained online of all events/activities designated by UNLV's Senior Associate Vice President. Marketing / Communications / Brand Strategy or his/her designee. Manager shall maintain a consistent schedule of on- air announcements on the Station that will refer traffic to the KUNV.org website. These "refer to website" on-air announcements shall not count towards, or be deducted from, the underwriting announcements total reference in Point 1 above.

4. Manager shall create a special combination rate for UNLV for underwriting announcements on all of Manager's broadcast, print and online platforms. Manager shall provide, for each underwriting message purchased at the department level, availability for a second bonus underwriting announcement on the Station. This combination rate will preserve the existing UNLV/Manager underwriting relationship and create effective scheduling across Manager's public media properties to provide the most value for UNLV's individual branding campaigns and departments.

5. Manager shall promote all UNLV sports events broadcast during the Reserved Program Time in an effective manner using current scheduling and production techniques.

USE OF UNLV OFFICE AND STUDIO SPACE

The terms applicable to Manager's use of office and studio space are as follows:

Space needs: A minimum of 8 individual offices, including reception area, and use of the current KUNV production and control rooms, together constituting of 2,200 gross square feet more or less and common areas consisting of an additional 1,155 gross square feet (the "Premises"). Space for UNLV's general manager, graduate assistant and interns is not included in the Premises for purposes of the reimbursable building costs provided under this Agreement. The Premises will not be used for any purpose other than as studios and offices for KUNV.

Manager Access: Manager will have access to the Premises 24 hours per day, seven days per week. Manager will be provided with identification cards, keys, and access cards as reasonably required. Manager will have access to all common areas of the building, including rest rooms, hallways and vending areas. UNLV will have the right, at any reasonable time, to enter upon and inspect the premises. No sign will be placed or painted on the building or the outside doors or walls of the Premises without UNLV's prior approval.

UNLV Access: Licensee and Manager will work cooperatively to provide student access to production facilities to meet curriculum needs of the Hank Greenspun School of Journalism and Media Studies and the operation of the student channel HD2. Manager may pro-rate engineering reimbursements to account for needs beyond routine maintenance of the production studios exclusively used for either the student channel or student assignments, if those needs were caused by student use. Licensee and Manager will develop policies on access, hours and oversight of student activity that will be reviewed and revised annually.

Improvements: Any remodeling of the Premises by Manager, including painting, installation of fixtures or carpeting, or the installation of additional telephone or data lines is subject to the written approval by UNLV based on professionally-prepared plans submitted to UNLV by Manager. After approval of such plans, UNLV contractors or personnel will perform the specified work, all at Manager's expense.

Phone and data lines: When phones are connected to the campus phone system and use UNLV numbers, standard UNLV rates will be charged per phone line (currently $11.00/month per phone line with voice mail). Based on current rates, charges for use of UNLV data lines would be $17.00 each per month.

Condition of the Premises: Manager is responsible for maintenance and repair of the Premises and at the end of the Initial Term or any Renewal Term, will yield up the Premises in as good order and condition as when first entered upon by Manager.

Servicing of broadcast equipment: Manager is generally aware of the condition of the broadcast equipment on the Premises. Subject to the reimbursement provisions in Schedule 1(d), Manager will ensure that such equipment is serviced, repaired and otherwise maintained in good working order.

Insurance: Section 10 of the Agreement covers insurance requirements for both parties.

Code compliance: Manager agrees to comply with all federal, state and local codes and regulations, including but not limited to the Occupational Health and Safety Act (OSHA).

Manager's Personnel: Manager's employees entering upon the Premises and upon any other UNLV's property will conduct themselves in an orderly and businesslike manner. Manager's employees will be subject to UNLV's policies while on UNLV's property, including those relating to drugs, alcohol, tobacco, sexual harassment and discrimination. UNLV reserves the right to exclude from the Premises and from any other UNLV property any employee of Manager who, in UNLV's reasonable discretion, is deemed unacceptable, disruptive or violates UNLV policies.

GRADUATE STUDY OPPORTUNITIES AND INTERNSHIPS

Licensee and Manager shall cooperate to implement certain graduate study opportunities and internships for the mutual educational benefit of both parties after the first year of this Agreement, unless otherwise agreed by the parties, as follows:

- One (1) graduate student in broadcasting, enrolled at UNLV and selected by Licensee and Manager, to work at the Station/KNPR studios during the 10-month academic year subject to the reimbursements to UNLV provided for in Schedule 1(d)). Such graduate student would be present and work at the Station/KNPR studios for up to twenty (20) hours per week, provided that such student and any work would remain subject to Licensee's graduate study program policies.

- Up to three (3) undergraduate interns, who must be students enrolled at UNLV and will be selected by Licensee and Manager, to work at the Station/KNPR studios up to ten (10) hours per week during the 10-month academic year (subject to the reimbursements to UNLV provided for in Schedule 1(d)), provided that any such student and any work would remain subject to Licensee's internship program policies.

- It is agreed that both the graduate student and the undergraduate interns will have duties and responsibilities on the premises of both KUNV and KNPR, and Manager will work with UNLV personnel to make sure that educational work opportunities are scheduled for such personnel at both locations.

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