

BOARD OF REGENTS  
BRIEFING PAPER

**1. AGENDA ITEM TITLE:** UNLV School of Medicine First Amendment to Transfer Agreement with Clark County for Nine Acres and First Amendment to Preliminary Affiliation Agreement

**MEETING DATE:** December 1-2, 2016

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

At the June 2016 Board of Regents meeting the Board approved the Transfer Agreement (“**Agreement**”) with Clark County for the transfer of a nine-acre parcel in the Las Vegas Medical District for the permanent academic building for the medical school. Under the terms of this Agreement, the County was to demolish the existing structures located on the nine-acre site and transfer title no later than December 31, 2016. UNLV was notified by the County that demolition of the structures will not be completed until spring 2017; therefore, the purpose of the amendments is to extend the title transfer date until no later than July 1, 2017. Specifically, Section 1 of the Transfer Agreement and Section 13.1 of the Preliminary Affiliation Agreement will be amended accordingly and all other terms of the agreements will remain unchanged.

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

UNLV President Len Jessup and UNLV School of Medicine Founding Dean Dr. Barbara Atkinson request Board of Regents approval of the UNLV School of Medicine First Amendment to Transfer Agreement with Clark County for Nine Acres and First Amendment to Preliminary Affiliation Agreement thus granting the title transfer of the nine-acre site to take place no later than July 1, 2017 (replacing the original December 31, 2016 date).

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

The Board approved the Transfer Agreement with Clark County for Nine Acres at the June 2016 Board meeting stipulating a transfer title no later than December 31, 2016 and the anticipated demolition date has changed to spring of 2017 requiring an amendment to this Agreement to change the title transfer to no later than July 1, 2017.

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

- The Amendments to the Transfer Agreement and Preliminary Affiliation Agreement are needed to reflect the anticipated change in the demolition date to spring 2017.
- Title transfer of the nine-acre site from Clark County to UNLV will take place no later than July 1, 2017.

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

None noted

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

None noted

**8. COMPLIANCE WITH BOARD POLICY:**

Consistent With Current Board Policy: Title #4 Chapter #10 Section #1-9a  
 Amends Current Board Policy: Title #\_\_\_\_\_ Chapter #\_\_\_\_\_ Section #\_\_\_\_\_  
 Amends Current Procedures & Guidelines Manual: Chapter #\_\_\_\_\_ Section #\_\_\_\_\_  
 Other: \_\_\_\_\_  
X Fiscal Impact: Yes\_\_\_\_\_ No **X**  
Explain: The amendments will not cause UNLV to incur any additional costs.

## FIRST AMENDMENT TO TRANSFER AGREEMENT

THIS FIRST AMENDMENT TO TRANSFER AGREEMENT (this “**First Amendment**”), is entered into by and between the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION (“**NSHE**”), on behalf of the University of Nevada, Las Vegas, (“**UNLV**”) and the COUNTY OF CLARK, a political subdivision of the State of Nevada (“**County**”), and;

### WITNESSETH

WHEREAS, the parties entered into the Transfer Agreement for a Parcel commonly known as APN 139-33-305-020, and more fully described in that Transfer Agreement dated June 21, 2016 (the “**Transfer Agreement**”).

WHEREAS, the parties originally anticipated that demolition of the existing structures would be complete in the fall of 2016.

WHEREAS, the parties now anticipate that demolition of the existing structures will not be complete until the spring of 2017.

WHEREAS, Section 1 of the Transfer Agreement provides that fee title to the Parcel shall be passed not later than December 31, 2016 (the “**Closing Date**”).

WHEREAS, the parties desire to extend the deadline for the Closing Date to July 1, 2017 as provided herein.

WHEREAS, capitalized terms not defined herein have the meanings given to such terms in the Transfer Agreement.

NOW, THEREFORE, NSHE, UNLV and County agree that the Transfer Agreement is amended as follows:

#### **1. Amendment.**

Section 1 of the Transfer Agreement is hereby amended to read as follows:

**Transfer.** The County agrees to transfer fee title and right of possession in the Parcel to NSHE subject to certain limitations set forth in the Deed with Right of Reversion (the “**Deed**”) attached as **Exhibit B**. Transfer of fee title to the Parcel shall be consummated at closing (the “**Closing**”) in escrow through the Title Company on the date (the “**Closing Date**”) which is mutually agreed to by the parties not later than July 1, 2017. Closing shall occur on the Closing Date at the Office of Nevada Title Company (Attn: Kristin Ravelo) or such other title company the parties mutually agree upon (the “**Title Company**”).

#### **2. No Further Modifications**

Except as modified in this First Amendment, all other terms and conditions of the Transfer Agreement shall remain unchanged and in full force and effect. To the extent of a conflict between the terms of the Transfer Agreement and the terms of this First Amendment, the terms of this First Amendment shall prevail. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

**(Signature Page to Follow)**

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this First Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,  
on behalf of the University of Nevada, Las Vegas**

**Recommended By:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gerry J. Bomotti  
Senior Vice President for Finance and Business, University of Nevada, Las Vegas

**Approved By:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John V. White  
Chancellor, Nevada System of Higher Education

Approved as to Legal Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elda L. Sidhu  
General Counsel, University of Nevada, Las Vegas

**THE COUNTY OF CLARK, a political subdivision of the State of Nevada**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Steve Sisolak  
Chair, Board of Commissioners

Attest:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Lynn Marie Goya, County Clerk

## FIRST AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT

THIS FIRST AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT (this “**First Amendment**”), is entered into by and between the Board of Regents of the Nevada System of Higher Education, (“**NSHE**”), on behalf of the University of Nevada, Las Vegas, (“**UNLV**”), and its School of Medicine (“**UNLV School of Medicine**”) and the University Medical Center of Southern Nevada (“**UMC**”), and;

### WITNESSETH

WHEREAS, the parties entered into that certain Preliminary Affiliation Agreement, dated June 21, 2016 setting forth the framework for the creation of a premiere academic health center that integrates the expertise of the UNLV School of Medicine with the resources of UMC to enhance teaching, promote health care innovation, and improve access to health care for Southern Nevadans.

WHEREAS, pursuant to Section 13.2 of the Preliminary Affiliation Agreement NSHE may terminate the Preliminary Affiliation Agreement if fee title to the Pinto Parcel has not been transferred to NSHE by Clark County prior to December 31, 2016 pursuant to the terms and conditions of that certain Transfer Agreement dated June 21, 2016 (the “**Transfer Agreement**”).

WHEREAS, the parties originally anticipated that demolition of the existing structures on the Pinto Parcel would be complete in the fall of 2016.

WHEREAS, NSHE and Clark County now anticipate that demolition of the existing structures on the Pinto Parcel will not be complete until the spring of 2017.

WHEREAS, the Transfer Agreement has been amended to extend the Closing Date to July 1, 2017.

WHEREAS, the NSHE and UMC desire to amend Section 13.2 of the Preliminary Affiliation Agreement to account for the new Closing Date deadline.

WHEREAS, capitalized terms not defined herein have the meanings given to such terms in the Preliminary Affiliation Agreement.

NOW, THEREFORE, NSHE, UNLV, UNLV School of Medicine and UMC agree that the Preliminary Affiliation Agreement is amended as follows:

### **1. Amendment**

Section 13.2 of the Preliminary Affiliation Agreement is hereby amended to read as follows:

13.2 *Early Termination*. Notwithstanding Section 13.1, if fee title to the Pinto Parcel has not been transferred to the Board of Regents of the Nevada System of Higher Education pursuant to the terms and conditions of the Transfer Agreement on or before July 1, 2017, NSHE may, in its sole and absolute discretion, terminate this Agreement at any time by giving UMC written notice of such termination which shall become effective sixty (60) days thereafter.

### **2. No Further Modifications**

Except as modified in this First Amendment, all other terms and conditions of the Preliminary Affiliation Agreement shall remain unchanged and in full force and effect. To the extent of a conflict between the terms of the Preliminary Affiliation Agreement and the terms of this First Amendment, the terms of this First Amendment shall prevail. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

**(Signature Page to Follow)**

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this First Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

By: \_\_\_\_\_  
Mason VanHouweling  
Chief Executive Officer

Date: \_\_\_\_\_

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,  
on behalf of the University of Nevada, Las Vegas**

**Recommended By:**

By: \_\_\_\_\_  
Barbara Atkinson  
Dean, UNLV School of Medicine

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Len Jessup  
President, University of Nevada, Las Vegas

Date: \_\_\_\_\_

Approved as to Legal Form:

By: \_\_\_\_\_  
Elda Luna Sidhu  
General Counsel, University of Nevada, Las Vegas

Date: \_\_\_\_\_

**Approved By:**

By: \_\_\_\_\_  
John V. White  
Chancellor, Nevada System of Higher Education

Date: \_\_\_\_\_