MEMORANDUM OF UNDERSTANDING
BETWEEN THE CAMPUS IMPROVEMENT AUTHORITY AND
THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

This Memorandum of Understanding ("MOU") is entered into between the Campus Improvement Authority, a quasi-governmental body of the State of Nevada ("Authority"), and the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas ("UNLV"), and is effective on the last date any authorized signatory affixes his/her initials below ("Effective Date").

RECITALS

WHEREAS, in February 2011, UNLV embarked on an assessment of developing a mixed use development that would include an events center; a student village consisting of housing, retail and hospitality components; and related parking and infrastructure improvements (collectively, the "Project"), within and around a portion of the University of Nevada, Las Vegas main campus;

WHEREAS, UNLV believes that it would be beneficial to UNLV’s mission, and the educational experience at UNLV, to pursue the possible development of the Project, which is intended to create a richer, more dynamic campus experience and a greater sense of community life, within the campus;

WHEREAS, the Nevada legislature created the Campus Improvement Authority through Assembly Bill 335 and charged it with evaluating options for the general design, size, cost and financing of an events center;

WHEREAS, the Nevada legislature, through Assembly Bill 335, allocated up to two percent (2%) of the projected slot tax funding allocated to UNLV through Assembly Bill 501 to support Authority activities, including consultants to advise the Authority;

WHEREAS, such funds will be distributed from the Nevada State Treasurer to UNLV (through NSHE); and

WHEREAS, UNLV agrees to advance funds for Authority activities to be reimbursed from the slot tax funding (to the extent feasible), consistent with the provisions of this MOU, and also to cover other reasonable expenses for the Authority that may not be reimbursed from the slot tax funding.

NOW, THEREFORE, the parties agree as follows:
AGREEMENT

1. **Support.** UNLV is providing and will continue to provide support to the Authority by way of staffing, office space and equipment, meeting facilities, meals for Authority board members during public meetings, and other technical support as requested.

2. **Funding.** UNLV agrees to advance funds from non-state sources in the amount of up to $500,000 to cover the Authority’s actual expenses, including expenses under any contract with a consultant or advisor, including Convention Sports and Leisure International. The Authority shall submit approved invoices to UNLV for direct payment from UNLV to the Authority’s vendor(s) upon such vendor(s) completing UNLV’s registration requirements and any other information requests from UNLV.

3. **Term.** This MOU shall be effective as of the Effective Date and shall continue through September 30, 2015, unless extended by mutual written agreement of the parties.

4. **Governing Law.** This MOU shall be interpreted and construed in accordance with the laws of the State of Nevada, and any action or proceeding instituted to enforce its provisions shall be litigated and determined in a court of competent jurisdiction located in Clark County, Nevada.

5. **Third-Party Beneficiary Rights.** This MOU is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

6. **Notices and Invoices.** All notices, approved invoices and other communications required or desired to be given hereunder shall be in writing and shall be personally delivered, delivered by facsimile, delivered by overnight courier, mailed by first class mail or sent via confirmed facsimile to the other party at the address listed below:

**TO UNLV:**
Gerry Bomotti  
Senior Vice President for Finance and Business  
University of Nevada, Las Vegas  
4505 S. Maryland Parkway Box 451004  
Las Vegas NV 89154-1004

**TO AUTHORITY:**
Donald D. Snyder  
Chairman, UNLV Campus Improvement Authority  
University of Nevada, Las Vegas  
4505 S. Maryland Parkway Box 456013  
Las Vegas NV 89154-6013
IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

Campus Improvement Authority

Approved:

__________________________________________________________________________
Donald D. Snyder, Chair
Date

Approved as to Legal Form:

__________________________________________________________________________
Jeffrey D. Menicucci, Deputy Attorney General
6 Jan 14
Date

Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas

Recommended:

__________________________________________________________________________
Gerry Bomotti
Senior Vice President for Finance and Business
Date

__________________________________________________________________________
John V. White
Executive Vice President and Provost
Date

Approved:

__________________________________________________________________________
Neal J. Smatresk
President
Date

Approved as to Legal Form:

__________________________________________________________________________
Elda Luna Sidhu
General Counsel
Date