

**FIFTH AMENDMENT TO THE CONTRACT  
FOR CAMPUS ID CARD AND BANKING SERVICES  
FOR THE UNIVERSITY OF NEVADA, LAS VEGAS  
Contract No. 6462**

This Fifth Amendment to the Contract for Campus ID Card and Banking Services for the University of Nevada, Las Vegas (this "Amendment") is entered into on May 1, 2022 ("Effective Date"), by and between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas ("University" or "UNLV") and U.S. Bank National Association ("Bank" or "Contractor").

**Recitals**

A.e Pursuant to the Contract for Campus ID Card and Banking Services entered into on May 1, 2014, and as amended July 29, 2015, April 26, 2016, December 12, 2018, and September 27, 2019 between University and Bank (collectively the "Contract"), Bank agreed to be the exclusive provider of Banking Services to the University that may be accessed by and through an ID Card.e

B.e University and Bank desire to exercise the two (2) remaining one (1) year Renewal Terms and to amend the Contract to alter certain provisions thereof on the terms and conditions hereinafter set forth to more accurately reflect the current status of their relationship.e

Accordingly, the parties agree as follows:

1. **Exercise of Renewal Terms Pursuant to Article I Section B, Renewal Term.**  
The parties hereby exercise the two (2) remaining one (1) year Renewal Terms to extend the Contract term through April 30, 2024, unless otherwise terminated in accordance with the Contract.

2. **Amendment Adding "Section X Immunizations" to Article VI Miscellaneous Provisions**

The Following new Section is hereby added to Article VI, Miscellaneous Provisions as follows:

**"X. IMMUNIZATIONS**

To the extent this Contract requires Contractor and employees of Contractor, to perform any type of in-person work, including, but not limited to, the practice of medicine and health care, consulting, training, construction, maintenance, and vendor services, on Premises/property owned or leased in any capacity by the NSHE and/or UNLV, or at any event sponsored by NSHE or UNLV, Bank agrees that any and all of its employees who will perform such in-person work have completed a COVID-19 vaccination series before they will be permitted to perform work on the aforementioned Premises/property. By executing this Contract, Contractor represents and warrants that it is solely responsible for compliance with this provision and such compliance shall occur before any Contractor covered by this provision enters NSHE or UNLV Premises/property. Failure to comply is a material breach of this Contract, which entitles UNLV to exercise its termination rights and relieves UNLV of any payment obligation under the terms of this Contract. Failure to comply with this provision shall not be deemed a valid excuse or justification for Contractor to fail to timely complete the work specified herein. A "completed COVID-19 vaccination series" is given the same meaning as in Title 2, Chapter 12, Section 4(C) of the NSHE Code. Within 72 hours of UNLV's written request to Contractor, Contractor shall provide to UNLV records, acceptable to UNLV in its sole discretion, of a completed COVID-19 vaccination series for any and all employees of Contractor performing such in-person work."

3. **Amendment of Schedule B.** Schedule B to the Contract shall be deleted in its entirety and replaced with the attached Schedule B for all purposes.

**Schedule B**  
**Operations Payment**

**Operations Payment.** Bank shall pay UNLV a flat fee annual “Operations Payment” of \$81,000 on or before August 1<sup>st</sup> of each year. The parties agree that this flat fee Operations Payment will be comprised of and replace payments previously paid to University for the RebelCard operations office payment, and the royalty payments for both the RebelCard and ATMs.

**Annual Scholarship/Sponsorship.** On or before April 30<sup>th</sup> of each year, Bank shall provide an annual \$10,000 scholarship/sponsorship to the UNLV Foundation, specifically directed to the UNLV Veteran and Military and Family Fund with no administrative overhead to be charged.

Payments to be mailed to:

University of Nevada, Las Vegas,

Director of Development, Division of Student Affairs,

4505 S. Maryland Parkway, Box 452019,

Las Vegas, NV 90154-2019, or as otherwise directed in writing (email acceptable) by UNLV.

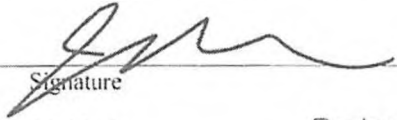
**Marketing Support.** Bank shall invest at least \$15,000 annually in marketing support to market the RebelCard Maxx program.

**Original Contract Ratified and Affirmed**

Except as set forth above, the Contract is ratified and affirmed in all respects, the parties are executing this Amendment, effective as of the Effective Date, by and through their duly authorized officers.

**SIGNATURES FOLLOW ON NEXT PAGE**

U.S. BANK NATIONAL ASSOCIATION

BY:  1/18/2022  
Signature Date  
Judith Verb Regional Executive, EVP  
Printed Name Title

BY: \_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Printed Name Title

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

RECOMMENDED:

BY:  1/20/22  
Juanita P. Fain, Vice President for Student Affairs Date

BY:  01/27/2022  
Lori Temple, Vice Provost for Information Technology Date

BY:  01/31/2022  
Jean M. Vock, Senior Vice President, Business Affairs Date

BY:  1/31/2022  
Keith E. Whitfield, President Date

APPROVED AS TO LEGAL FORM:

BY:  01-28-2022  
Elda Luna Sidhu, General Counsel Date

APPROVED:

BY:  2-10-2022  
Dr. Melody Rose, Chancellor Date

# UNLV | PURCHASING & CONTRACTS

## AMENDMENT NO. 1 TO CONTRACT 6461 FOR RETAIL LEASE AGREEMENT (STUDENT UNION)

THIS AMENDMENT NO. 1 ("Amendment") TO CONTRACT 6461 dated May 1, 2014 ("Agreement"), is made effective as of May 1, 2022 (the "Effective Date") by and between U.S. Bank National Association, a national banking association ("Bank"), and Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas ("UNLV" or "University").

### WITNESSETH:

WHEREAS, the parties desire to exercise the two (2) remaining one (1) year Renewal Lease Terms in the Agreement to renew Bank's use of the Premises in the UNLV Student Union; and

WHEREAS, Bank and UNLV are concurrently renewing the Campus ID Card Banking Services contract ("ID Card Contract") for the same period; and

WHEREAS, UNLV requires certain immunizations for in-person services set forth in the ID Card Contract which are applicable to this Amendment;

NOW, THEREFORE, UNLV and Bank agree as follows:

1) **Exercise of Renewal Lease Terms Pursuant to Section 3.0, Terms, Subsection 3.1**

The parties hereby exercise the two (2) remaining one (1) year Renewal Lease Terms to extend the Agreement through April 30, 2024, unless otherwise terminated in accordance with the Agreement.

2) **Amendment to Section 7.0, Use of Premises Adding a Subsection 7.2, Immunizations**

The following Subsection 7.2, Immunizations is hereby added to Section 7.0, Use of Premises as follows:

7.2 Immunizations. To the extent the Agreement, or this Amendment (or the related ID Card Contract) requires Bank, and employees of Bank, to perform any type of in-person work, including, but not limited to, the practice of medicine and health care, consulting, training, construction, maintenance, and vendor services, on Premises/property owned or leased in any capacity by the NSHE and/or UNLV, or at any event sponsored by NSHE or UNLV, Bank agrees that any and all of its employees who will perform such in-person work have completed a COVID-19 vaccination series before they will be permitted to perform work on

the aforementioned Premises/property. By executing this Agreement, Bank represents and warrants that it is solely responsible for compliance with this provision and such compliance shall occur before any Bank covered by this provision enters NSHE or UNLV Premises/property. Failure to comply is a material breach of this Agreement, which entitles UNLV to exercise its termination rights and relieves UNLV of any payment obligation under the terms of this Agreement. Failure to comply with this provision shall not be deemed a valid excuse or justification for Bank to fail to timely complete the work specified herein. A "completed COVID-19 vaccination series" is given the same meaning as in Title 2, Chapter 12, Section 4(C) of the NSHE Code. Within 72 hours of UNLV's written request to Bank, Bank shall provide to UNLV records, acceptable to UNLV in its sole discretion, of a completed COVID-19 vaccination series for any and all employees of Bank performing such in- person work."

- 3) No Existing Defaults.** University and Bank represent and warrant that there are currently no defaults by either party under the Agreement.
- 4) Notices.** Any notice to Bank under the Agreement must be in writing and must be hand-delivered, sent by prepaid certified mail or by reputable overnight courier addressed to the following, all other notice requests shall remain as stated herein:

To Bank: U.S. Bank National Association  
Attn: Corporate Real Estate  
800 Nicollet Mall, BC-MN-H15F  
Minneapolis, MN 55402

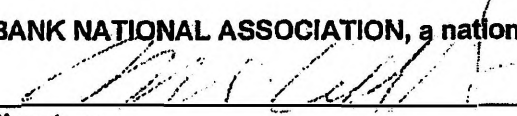
With a copy to: U.S. Bank National Association  
Attn: Corporate Real Estate Counsel  
800 Nicollet Mall, BC-MN-H21R  
Minneapolis, MN 55402

- 5) Counterparts.** This Amendment may be executed in two or more identical counterparts and delivered by facsimile or by .pdf or other comparable electronic format, with the same force and effect as if all required signatures were contained in a single, original instrument.
- 6) Ratification.** All other terms and conditions of the Agreement shall remain the same.

*[signature page follows]*

IN WITNESS WHEREOF, the authorized representatives of the parties have caused this Agreement to be executed as of the Effective Date.

**U.S. BANK NATIONAL ASSOCIATION, a national banking association**

BY:  Date: 4/2/22  
Signature

Malik Cavallo, SVP  
Printed Name Title

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS**

**RECOMMENDED:**

BY: Juanita P. Fain 1/20/22  
Juanita P. Fain, Vice President for Student Affairs Date

BY: Deleted

BY: J Vock 01/31/2022  
Jean M. Vock, Senior Vice President, Business Affairs Date

BY: Keith E. Whitfield 1/31/2022  
Keith E. Whitfield, President Date

**APPROVED AS TO LEGAL FORM:**

BY: Elda Luna Sidhu 01-28-2022  
Elda Luna Sidhu, General Counsel Date

**APPROVED:**

BY: Melody Rose 2-10-2022  
Dr. Melody Rose, Chancellor Date