

MEMORANDUM OF UNDERSTANDING

BETWEEN CITY OF LAS VEGAS AND

LEGAL AID CENTER OF SOUTHERN NEVADA, INC.

6TH THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this day of July, 2011 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City") and LEGAL AID CENTER OF SOUTHERN NEVADA, INC., a Nevada nonprofit corporation ("LACSN").

RECITALS

WHEREAS, the City has been operating the Senior Citizen's Law Project ("SCLP") since 1976 under the 1965 Title III Older American's Act and SCLP has been a service program offered by the City to senior citizens aged 60 and older in the Southern Nevada community at no charge; and

WHEREAS, due to the recent economic downturn and the City undergoing significant budgetary constraints, the City has been considering options for the SCLP to operate independently on its own without being a service program of the City; and

WHEREAS, there are two options available to the City: to allow the SCLP to become organized as a Nevada nonprofit 501 (c) (3) corporation; or to merge with an existing Nevada nonprofit 501(c) (3) organization providing legal services to the indigent; and

WHEREAS, the City has directed the SCLP to perform its due diligence, and to begin taking necessary steps immediately to preserve both options; and

WHEREAS, should the SCLP elect to transition from a City program to a new nonprofit organization, the City is requiring that the SCLP finish this transition by June 30, 2012; and

WHEREAS, LACSN is a Nevada 501 (c) (3) entity whose mission is to provide legal advice, representation and advocacy to individuals with problems in the civil law arena who cannot afford an attorney; and

WHEREAS, LACSN will be constructing a newly expanded facility located at 721 E. Charleston Boulevard in downtown Las Vegas to serve those in need and said facility is scheduled to be completed by approximately December 2012; and

WHEREAS, the City and LACSN desire to enter into this MOU for the purpose of providing a framework, under the terms more specifically set forth in this MOU, for the SCLP to merge into LACSN should this alternative be exercised by the SCLP, or to co-locate with LACSN under certain circumstances.

NOW, THEREFORE, in consideration of the above, the City and LACSN agree to the following terms of this MOU:

1. SCLP ENTITY. The parties acknowledge that SCLP may become a separate independent Nevada nonprofit corporation and apply for 501 (c) (3) tax exempt status from the Internal Revenue Service. During the Discussion Period (as referred to in Item 2 below) the SCLP will undertake organizational and administrative activities to preserve this option.

2. DISCUSSION PERIOD. During the six month period of July 1, 2011 through December 31, 2011, LACSN will enter into good faith negotiations with the SCLP as a City service program to determine the feasibility and viability of SCLP merging with LACSN to become a division of LACSN (the "Discussion Period").

The items to be considered for negotiations include, but are not limited to, the following:

- a. Consolidation of resources, including, but not limited to, support staff, operational computer support, health insurance, malpractice insurance, copier service.
- b. Employment of Sheri Cane Vogel as the Director of the SCLP as a division of LACSN, including salary range and employee benefits.
- c. Employment of the then current employees of SCLP, including salary ranges and employee benefits.
- d. Separate financial accounting of SCLP.
- e. SCLP representative members gaining representation on the full Board of LACSN, including the number of members and process of selection.
- f. Program quality service levels of the SCLP division.
- g. Continuation of the then awarded grants and other financial awards or donations.
- h. Providing approximately 5,000 square feet of space to house the existing operations of the SCLP as of the signing of this MOU.

3. If the City and LACSN decide on a merger, the terms shall be decided upon and approved by both parties. If the City elects to establish a separate nonprofit organization, an option period of three years as described below, from July 1, 2011 through June 30, 2014, will be created in case the nonprofit organization's option is found not to be feasible.

4. OPTION PERIOD. During the three-year option period from July 1, 2011 through June 30, 2014, both LACSN and the City agree as follows:

- a. If the SCLP becomes its own nonprofit entity and within the option period again becomes a City program for any reason, LACSN agrees that the SCLP may co-locate with LACSN as a City service program, providing approximately 5,000 square feet of space to house the existing operations of the SCLP as of the signing of this MOU.
- b. If the SCLP becomes its own nonprofit entity, and decides that a merger and co-location would be in the best interests of the senior community, such a merger would occur if LACSN and the new nonprofit SCLP agree on terms satisfactory to both parties.

5. MISCELLANEOUS.

5.1 Force Majeure. Neither party shall be in breach of this MOU if it fails to perform as required hereunder due to civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or other causes beyond such party's reasonable control (financial inability excepted).

5.2 Notices. Any and all notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made (and effective) if served personally, delivered by a nationally recognized overnight courier service, or faxed and deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, to the following addresses:

If to City:	City of Las Vegas, Nevada 400 Stewart Avenue Las Vegas, Nevada 89101 Attention: City Manager's Office Facsimile No.: (702) 388-1807
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If to LACSN:	Legal Aid Center of Southern Nevada 800 S. 8 th St. Las Vegas, NV 89101 Attention: Barbara Buckley Facsimile No: (702) 386-1944
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Notice shall be deemed to have been given when received by the addressee; provided, however, that notice delivered by facsimile with the original sent by certified or registered mail shall be deemed to have been received on the day it is faxed to the addressee and the person sending the fax has received a printed confirmation thereof generated by its fax machine. Either party may change its address for the purpose of receiving notices by providing written notice to the other.

5.3 Binding on Permitted Successors and Assigns. The terms, provisions, covenants and conditions contained in this MOU shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns which are approved by the City.

5.4 Partial Invalidity. If any term, covenant or condition of this MOU, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this MOU, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

5.5 Time is of the Essence. Time is of the essence of this MOU and all of the terms, covenants and conditions hereof.

5.6 Entire Agreement. This MOU contains the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement, modification, waiver or termination of this MOU shall be binding unless executed in writing by the party to be bound. No waiver of any of the provisions of this MOU shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

5.7 No Partnership or Joint Venture. Nothing contained herein shall be deemed to create any partnership, joint venture, agency or other relationship between City and LACSN.

5.8 Captions. The captions are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit or describe the scope or intent of this MOU nor in any way affect this MOU.

5.9 Governing Law; Venue; Waiver of Jury Trial. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this MOU, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this MOU or any alleged breach thereof. The City and LACSN hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this MOU, the relationship of City and LACSN, LACSN's use or occupancy of the Premises, and/or any claim of injury or damage.

5.10 Authorization. All necessary actions shall have been taken under the parties' organizational documents to authorize the individuals signing this MOU on their respective behalves to do so.

5.11 Counterparts. The delivery of facsimile copies of any parties' signature hereon, or on any other agreement or instrument to be delivered in connection herewith shall be valid and binding for all purposes. This MOU may be executed in counterparts, each of which executed counterparts shall be deemed an original, but which, together, shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

5.12 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by City Council effective October 1, 1999, LACSN warrants that it has disclosed, on Exhibit "A" attached hereto, all members of the Board of Directors of LACSN, as well as all persons and entities holding more than 1% interest in LACSN or any principal of LACSN. Throughout the

term hereof, LACSN shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

IN WITNESS WHEREOF, the Parties have executed this MOU the day and year first above written.

CITY OF LAS VEGAS

By: 
Carolyn G. Goodman, Mayor

ATTEST:


Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

 6/20/11
Date

LEGAL AID CENTER OF
SOUTHERN NEVADA, INC.,
a Nevada nonprofit corporation

By: 
Barbara E. Buckley, Esq.
Executive Director

Exhibit "A"
Disclosure of Principals

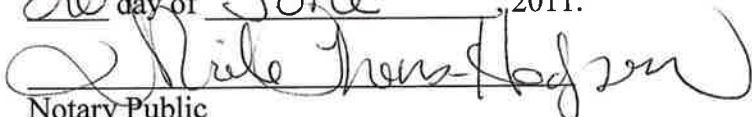
The principals and partners of Legal Aid Center of Southern Nevada, Inc. and all persons and entities holding more than 1% interest in Legal Aid of Southern Nevada, Inc. or any principal of Legal Aid of Southern Nevada, Inc. are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. <u>N/A No Owners</u>	<u>No Principals</u>	<u>No Partners</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: 
Its: Legal Administrator

Subscribed and sworn to before me this

20th day of June, 2011.

Notary Public

