

**SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LAS VEGAS
THE CLARK COUNTY SCHOOL DISTRICT
AND FUTURE SMILES
FOR THE ED W. CLARK HIGH SCHOOL**

This Second Amendment to Memorandum of Understanding ("*Second Amendment*") is entered into and effective for all purposes as of the _____ day of _____, 2013 ("*Effective Date*") by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("*City*"), the Clark County School District, a political subdivision of the State of Nevada ("*District*") and Future Smiles, a domestic non-profit organization ("*Future Smiles*"). The City, District and Future Smiles may be individually referred to as "*Party*" or collectively referred to herein as the "*Parties*."

RECITALS

WHEREAS, the District is the owner of that real property and improvements located at 4291 Pennwood Avenue, Las Vegas, Nevada, 89102, Assessor's Parcel Number 162-07-701-001, more commonly known as Ed W. Clark High School ("*Premises*"); and

WHEREAS, the City, District and Future Smiles entered into a Memorandum of Understanding dated June 1, 2011 ("*MOU*") as amended on August 28, 2012, for the use of the Modular for operation of a non-profit oral health program, with a focus on the prevention of oral disease in at-risk populations, operated by Future Smiles in order to provide preventive dental health care services known as the School-Based Health Center for Education and Prevention of Oral Disease ("*SBHC-EPOD*"); and

WHEREAS, the City owns and operates a second modular building on the Premises that is currently being used as a City Council satellite office ("*Satellite Office Modular*"). Future Smiles desires to use a portion of that modular building for additional storage space. and

WHEREAS, The City and District desire to allow Future Smiles to use a portion of the Satellite Office Modular for storage space.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth below, the Parties hereby agree to amend the MOU as follows:

TERMS AND CONDITIONS

- 1. Incorporation of Recitals.** The foregoing Recitals are hereby incorporated and made part of this Second Amendment.
- 2. Intent and Purpose.** The City and District agree to allow Future Smiles to use the south half of the Satellite Modular for personal property storage space related to Future Smiles use and occupancy of the Modular. The City will continue to use and occupy the north half of the Satellite Office Modular for City purposes.

3. **Hold Harmless.** Future Smiles acknowledges that the City and District shall not be liable or responsible for any reason to Future Smiles for any theft, destruction, loss or damage to any personal property of Future Smiles stored in the Satellite Office Modular.

4. **Entire MOU.** Except as otherwise amended herein, all other terms and conditions of the MOU shall remain in full force and effect and each Party hereby ratifies and confirms its obligations thereunder. The Parties represent and acknowledge that as of the date of this Second Amendment, no Party (i) is not in default under the terms of the MOU; (ii) has no defense, set off or counterclaim to the enforcement by any other Party of the terms of the MOU; and (iii) is not aware of any action or inaction by any Party that would constitute an Event of Default by any Party.

5. **Conflict of Terms.** In the event of any conflict between the terms of the MOU, First Amendment and this Second Amendment, the terms of this Second Amendment shall govern.

6. **Terms Defined.** All capitalized terms not otherwise defined in this Second Amendment shall have the meaning ascribed to them in the MOU.

7. **Counterparts; Electronic Delivery.** This Second Amendment may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the day and year first above written.

[Signatures on Next Page]

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Signature Page

CITY OF LAS VEGAS

“City”

By: _____
Carolyn G. Goodman, Mayor Date

ATTEST:

By: _____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By: John S. Ridella 5/28/13
Deputy City Attorney Date

CLARK COUNTY SCHOOL DISTRICT

“District”

By: _____
Jeff Weiler, Chief Financial Officer Date

ATTEST:

APPROVED AS TO FORM:

By: _____
Carlos L. McDade, General Counsel Date

FUTURE SMILES

“Future Smiles”

By: _____
Mary Teresa Chandler, Executive Director Date

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CITY OF LAS VEGAS
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By: _____
Carolyn G. Goodman, Mayor Date

ATTEST:

By: _____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By: _____
Deputy City Attorney Date

CLARK COUNTY SCHOOL DISTRICT
"District"

By: _____
Jeff Weiler, Chief Financial Officer Date

APPROVED AS TO FORM:

By: Carlos L. McDade June 26, 2013
Carlos L. McDade, General Counsel Date

FUTURE SMILES
"Future Smiles"

By: Mary Teresa Chandler July 11, 2013
Mary Teresa Chandler, Executive Director Date