

Memorandum of Understanding
Southern Nevada Regional Homeless Trust Fund

This **Memorandum of Understanding (MOU)** is entered into on the ____ day of _____, 2021 by and between the United Way of Southern Nevada, Inc., (“United Way”) and the Southern Nevada Homelessness Continuum of Care (SNHCoC).

Whereas, United Way is a charitable entity organized under the laws of the State of Nevada and is a qualified charitable organization under Section 501(c)(3) of the Internal Revenue Code; and

Whereas, since 2005, United Way has maintained the Homeless Trust Fund on behalf of the Southern Nevada Regional Planning Coalition (SNRPC); and

Whereas, on February 23, 2016, SNRPC transferred oversight of the Homeless Trust Fund to the SNHCoC Board, as articulated in documents contained in Exhibit [A]; and

Whereas, the SNHCoC Board is an entity formed under the US Department of Housing and Urban Development’s Continuum of Care program (Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389), and has, as one of its duties, the mission of addressing the problems of homelessness in Southern Nevada; and

Whereas, the SNHCoC Board will serve as the Trust Committee of the Homeless Trust Fund; and

Whereas, United Way and Trust Committee are willing to maintain the trust fund separate and aside from their other charitable activities dedicated to addressing the needs of housing for the homeless and at-risk-for-homelessness population of Clark County, Nevada; and

Whereas, Members of the Trust Committee have been approached by donors willing to donate money to be used to address the problems of housing for the homeless and at-risk-for-homelessness population of Clark County, Nevada; and

Whereas, United Way is willing to receive such donations for deposit into said trust fund and further, act as Trustee, to administer said trust fund subject to the directions of the Trust Committee;

Now, therefore, in consideration of the matters described above and of the mutual benefits and obligations set forth in this agreement, the Trustor and Trust Committee agree as follows:

Article One: Identifications

1. The United Way of Southern Nevada, Inc. is referred to in this document below as Trustee.
2. The Trust Committee is comprised of members of the SNHCoC Board.

3. The terms, "Homeless" or "At-Risk-For-Homelessness", as used in this document, shall include three (3) major categories:
 - a. Adult individual(s) and Families
 - b. Children and Youth (under the age of eighteen years)
 - c. Chronically Homeless individual(s) and Families (Persons who have been continuously homeless for a year or more or have experienced four or more episodes of homelessness over the last three years).

These categories shall include, but are not limited to person(s):

- a. Sleeping in a place not meant for human habitation;
- b. Sleeping in an emergency shelter; or
- c. Living in transitional or supportive housing (for homeless persons who originally came from the streets or emergency shelters);
- d. Being evicted within a week from a private dwelling unit and no subsequent residence has been identified and the person(s) lack the resources and support network needed to obtain housing without assistance;
- e. Whose current housing is likely to be lost in the immediate future for reasons other than eviction or discharge from an institution in which the person has been a resident for more than 30 consecutive days and who lack the resources and support networks needed to obtain housing without assistance;
- f. Being discharged from an institution and no subsequent residence has been identified and who lack the resources and support networks needed to obtain housing without assistance; or
- g. The "hidden homeless who live 'doubled-up' with other families, or who are divided-up and live in several different households out of economic necessity.

A detailed definition of each category will be approved by the Trust Committee and submitted to the Trustee.

Article Two: Trust Fund

The Trustee will maintain a trust fund of the property listed in Schedule A attached and incorporated by this reference, to be known as the "Southern Nevada Regional Homeless Trust Fund". The Trustee or other person may, from time to time, make additional gifts of money or property to the Trust fund. The purpose of this trust is to fund housing and homeless support services for the homeless and those at risk for homelessness in Clark County, Nevada, who may hereafter be called "beneficiaries".

Article Three: Trust Committee

The purpose of the Trust Committee is to set policy for the distribution of funds in the Trust fund, to provide direction and advice to the Trustee in administering the fund, and to make disposition of Trust assets in the event of Trust dissolution. The Trust Committee shall consist of the membership of the SNHCoC Board as it shall be composed from time to time. Any meeting of the Trust Committee shall conform with the requirements of the SNHCoC Board, as they may be amended from time to time by internal procedure of the SNHCoC or by state law under the laws of Chapter 241 of the Nevada Revised Statutes. The act of a majority of the membership of the SNHCoC Board, duly noticed as required

by the Open Meeting Law of Nevada, shall constitute the act of the Trust Committee.

Article Four: Trustee's Powers, Duties, Term, and Compensation

4.1 Distribution of Trust Property

The assets of the Trust fund shall be distributed to recipients who provide services to the homeless and at-risk-for-homelessness as defined in this document. In order to carry out the directives of the Trust Committee, the Trustee shall establish and implement administrative and program guidelines for performing annual fundraising and marketing activities in support of the fund, administering the distribution of funds, and developing a request for proposals packet for applicants to the fund. The Trustee will present for Trust Committee approval a standardized application and appeals process. Upon approval of these processes, the Trustee will make the process available to applicant organizations. The Trustee shall review submitted applications for appropriateness, provide technical assistance for funded projects, and monitor funded projects through written reporting.

The Trustee will report to the Trust Committee on an annual basis the recipients of any distributions from the fund, or more often as directed by the Trust Committee, with reasonable notice to the Trustee. The Trustee may, as needed, bring proposed amendments to the application and appeals processes to the Trust Committee for review and approval. No revisions to the application or appeals processes may be implemented without prior approval by the Trust Committee.

The Trustee will also present to the Trust Committee an annual financial accounting of the Trust assets, independently audited by a certified public accountant licensed in the State of Nevada.

4.2 Discretion upon Distribution

If, upon the acceptance of an application for assistance for a Beneficiary, or thereafter, the Trustee receives non-cooperation or non-compliance with its reporting or accounting requirements from the Beneficiary, or recipient on behalf of a Beneficiary, of Trust funds, the Trustee may, in the Trustee's sole discretion, withhold, withdraw, or postpone funds, support and/or distributions already earmarked for such Beneficiary. Such Beneficiary shall be provided notice of the reason for such action and an opportunity to cure the action of non-cooperation or non-compliance.

4.3 Additional Powers and Duties of Trustee

Trustee shall hold the Trust fund and, in its discretion, invest it or parts of it in securities in which trustees are permitted to invest under the laws of the State of Nevada, or retain the fund in cash, and collect the income. Trustee shall, from time to time, and in such amounts as in its discretion the Trustee shall deem proper, devote, and apply the principle and income of the Trust fund and income from the Trust fund to the purposes described above. Such powers shall comply with the Finance and Accounting Policies and Procedures Manual of the United Way of Southern Nevada, Inc., as amended from time to time, as outlined in Exhibit [B].

4.4 Term of Trustee

The term of office for the Trustee shall commence upon the approval of this agreement by the Trustee and the Trust Committee, and shall continue until the resignation or

removal of the Trustee. The Trustee may resign as Trustee at any time for any reason by delivering a sixty-day (60) day written notice in advance of the effective date of such resignation. The Trust Committee may remove the Trustee at any time for any reason by delivering a sixty-day (60) day written notice in advance of the effective date of such removal.

4.5 Bond

The Trustee shall serve without bond.

4.6 Compensation and Expenses

As compensation for its services hereunder, the Trustee shall be paid the sum of ten percent (10%) per annum of the new revenue generated for the Fund, including donations received and interest earned per annum on Trust assets. The Trustee shall not be entitled to any other compensation except as expressly provided by the Trust Committee. Annual compensation for the Trustee from the Fund will not exceed \$500,000 USD in any given fiscal year.

In the event that interest earned on Trust assets is insufficient to reimburse the Trustee for those expenses which are reasonably incurred in the administration of the Trust fund, the Trustee shall be entitled to be reimbursed from the Trust fund upon the prior written authorization of the Trust Committee. The Trustee shall submit an itemized statement to the Trust Committee of all expenses for which the Trustee will seek reimbursement. The Trustee shall not be entitled to incur any other expenses to be reimbursed by the Trust Fund.

4.7 Liability of the Trustee

Trustee shall be chargeable only with the exercise of good faith in carrying out the provisions of this Trust Agreement. Trustee shall not, in the absence of bad faith, be responsible or accountable for errors of judgment in making distributions of the Trust assets.

Article Five: Termination of Trust Agreement

In the event of the removal or the resignation of the Trustee, this Trust Agreement shall end at the end of the sixty (60) day notice period of removal or resignation. Within thirty (30) days of notice of removal or resignation, all authorized expenses associated with the administration of the Trust shall be promptly paid, and a final trust accounting and a proposed distribution of the remainder of the Trust funds assets shall be prepared for the Trust Committee. The Trust Committee shall thereafter meet promptly to review and take appropriate action on the proposal and accounting. The Trustee shall distribute the remaining funds in accordance with direction from the Trust Committee taken at this meeting. If, after being provided reasonable notice of the proposed distribution, the Trust Committee fails to act on such proposal prior to the expiration of the Trustee's term, the Trustee may make such proposed distributions in conclusion of this Trust agreement.

Article Six: General Provisions

6.1 Controlling Law

The Trust Agreement is executed under the laws of the State of Nevada and shall in all

respects be administered in accordance with the laws of the State of Nevada.

6.2 Severability

In the event any clause or provision of this Trust agreement is declared invalid or void, then such invalid or void clause or provision shall not affect the whole of this document, but the balance of the document shall remain in force and effect insofar as legally possible.

6.3 Amendments

This Trust agreement may be amended only by a written document executed by both Trustee and the Trust Committee, with the same formalities as accompanied the execution of this document.

Signed by:

Julie Calloway, Co-Chair Southern Nevada Homelessness Continuum of Care Board	Date
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Hassan Chaudhry, Co-Chair Southern Nevada Homelessness Continuum of Care Board	Date
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Julian High, President & CEO United Way of Southern Nevada	Date
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