

MEMORANDUM OF UNDERSTANDING

BETWEEN NEVADA AFFORDABLE HOUSING ASSISTANCE CORPORATION  
AND  
LEGAL AID CENTER OF SOUTHERN NEVADA TO ASSIST COVID IMPACTED  
HOMEOWNERS

This Memorandum of Understanding (“MOU”), dated April \_\_\_, 2022 (“Effective Date”) is entered into by and between the Nevada Affordable Housing Assistance Corporation (“NAHAC”), and Legal Aid Center of Southern Nevada (hereinafter “Legal Aid Center”) for the purpose of sharing resources and services to assist homeowners facing foreclosure due to COVID-19.

WITNESSETH

WHEREAS, NAHAC and Legal Aid Center of Southern Nevada desire to enhance the legal services to Nevada homeowners who have been impacted by COVID-19 (“Homeowners”) and have legal questions about the Homeowners Assistance Fund (“HAF”), foreclosure and their consumer rights in general;

WHEREAS, the State of Nevada, Department of Business and Industry, Nevada Housing Division (“Division”) has engaged NAHAC to assist the Division with providing eligible Homeowners with financial assistance to prevent foreclosure of their homes using funds provided to the State under Title III of the American Rescue Plan Act, a portion of which funds are from the HAF;

WHEREAS, Legal Aid Center is a private, non-profit, 501(c)(3) organization that ensures equal access to justice and is able and willing to assist homeowners by providing free legal advice and representation for those who cannot afford to hire an attorney; and

WHEREAS, NAHAC desires that Legal Aid Center provide, and Legal Aid Center desires to provide, certain legal aid and counseling, as well as other related services in support of NAHAC’s assistance to eligible Homeowners as well as those homeowners who might not be eligible for assistance from NAHAC (collectively, the “Services”),

NOW, THEREFORE, the Parties agree as follows:

A. Responsibilities of NAHAC:

1. Work with Legal Aid Center to provide assistance for eligible Homeowners.
2. Direct homeowners to Legal Aid Center for legal assistance to staff designated by Legal Aid Center.
3. Provide homeowners with information about available programs.
4. Arrange for periodic meetings with Legal Aid Center to discuss the programs available to homeowners and additional ways the Parties can cooperate to assist homeowners.

**B. Responsibilities of Legal Aid Center of Southern Nevada:**

1. Provide monthly reports on services provided to homeowners referred by NAHAC and homeowners who utilized NAHAC services. Reports shall include a certification from Legal Aid Center that the information being reported to NAHAC is complete and accurate. Reports shall include:
  - i. The type of assistance received;
  - ii. Demographic information of homeowners and the number of people in the household;
  - iii. Number of contacts by phone, walk in, and by campaign;
  - iv. Number of homeowners assisted, by service; and
  - v. Number of Socially Disadvantaged Individuals assisted by Legal Aid Center as part of the Services.
2. Provide legal assistance for homeowners who have been impacted by COVID-19, including those homeowners who qualify under Legal Aid Center's guidelines but do not qualify for the HAF program. Legal assistance will include information, counsel and advice, brief service, and/or representation;
3. Allow NAHAC to provide Legal Aid Center's contact information, including the name and phone number of a designated Legal Aid Center staff member, as an available source of information for homeowners who reach out to NAHAC and may have legal questions about the HAF program;
  - i. Refer homeowners to NAHAC for potential HAF assistance; and
  - ii. Attend scheduled meetings. With NAHAC to discuss the programs available to homeowners and additional ways the Parties can cooperate to assist homeowners.

C. Compliance with Law. Both Parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances governing or relating to privacy rights or identity theft in connection with this MOU.

D. Term. This MOU is effective upon signing and until December 31, 2024, unless otherwise terminated in writing by one of the Parties upon thirty (30) days' written notice.

**E. General Provisions.**

1. Each of the Parties shall bear its own costs and expenses in carrying out the terms of the MOU.
2. This MOU is not intended to create any rights, powers, interests or obligations in or to any person or entity not a party to this MOU. This MOU is entered into for exclusive benefit of the undersigned Parties.
3. This MOU is not intended to create any partnership or other relationship between the Parties unless specifically provided for in this MOU.

4. Notices required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the Party to whom such notice is given, or sent to it by U.S. registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such Party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party):

TO:

Nevada Affordable Housing Assistance Corporation  
Attn: Verise V. Campbell, CEO/COO  
P.O. Box 15142  
Las Vegas, NV 89114  
Email: [vcampbell@nahac.org](mailto:vcampbell@nahac.org)

Legal Aid Center of Southern Nevada  
Attn: Barbara Buckley  
725 E Charleston Blvd  
Las Vegas, NV 89104  
Email: [BBuckley@lacs.org](mailto:BBuckley@lacs.org)

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed

Nevada Affordable Housing Assistance Corporation

By: \_\_\_\_\_  
Tim Whitright  
President/Chairman

Date: \_\_\_\_\_

Legal Aid Center of Southern Nevada

By: \_\_\_\_\_  
Barbara Buckley  
Executive Director

Date: \_\_\_\_\_