

**Memorandum of Understanding  
Between the Louisville Bar Foundation and the Louisville Bar Association**

Introduction and Background

The Louisville Bar Foundation was incorporated in 1981 by leaders of the Louisville Bar Association and operates exclusively for public, charitable and educational activities as a 501(c)(3) entity. The mission of the Foundation is to raise and distribute funds for delivery of legal services to the poor and indigent, for law-related public education, and for the improvement of the judiciary, the legal profession, and citizen access to justice.

Pursuant to the By-Laws of the Louisville Bar Foundation, the Board of Directors of the Foundation are elected by the Board of Directors of the Louisville Bar Association. The President, President-Elect and Immediate Past President of the Association serve as voting members of the Foundation's Board.

Although the Foundation and the Association are separate entities, they share common goals and objectives, and cooperate in a variety of ways. Since 1988, the Foundation has funded the annual evaluation of judicial performance that is conducted by the Association. Other grants have been made by the Foundation in support of Association-sponsored programs in law related education.

From its inception, Foundation operations have been supported by staff from the Association. The Foundation uses the facilities and equipment of the Association. Through its annual dues collection process, the Association solicits voluntary contributions from members for the Foundation.

The Executive Director of the Association has served in a similar capacity for the Foundation. Other staff of the Association assist as needed in the work of the Foundation. Operating expenses of the Foundation were for the most part absorbed by the Association until 1998, when the Foundation began the payment of a \$12,000 annual administrative fee to the Association for reimbursement of operating costs, including the services of the LBA Executive Director.

Operational Changes Effective in 2001

Beginning in 2001, the Foundation shall employ an Executive Director whose time will be devoted exclusively to Foundation matters. The position will report directly to the Foundation Board of Directors, which has the authority to hire and fire, evaluate performance, and determine compensation levels and benefits. Funding for the position will be provided by the Foundation.

The Foundation will lease appropriate space in the Bar Center from the Association to house the Foundation office(s). The Foundation will purchase or lease furniture and computer equipment. The Foundation will continue to pay costs for printing by outside vendors and for D&O liability insurance coverage.

The Foundation will continue to rely upon the Association for other operating support, including:

- telephone and receptionist service
- use of fax and photocopier
- connection to computer server, Internet, e-mail and IMIS database
- 4 maintenance of computer equipment and software
- 4 accounting and payroll services
- y recording and depositing of gifts and other receipts
- 4 postage for meeting notices and other low-volume mailings
- 5 use of the Bar Center facilities and A-V equipment for meetings
- beverages for Board and committee meetings
- articles and ad space in *Bar Briefs*
- two pages in the LBA Pictorial Roster
- S editorial and design support for publications and marketing materials
- S press release assistance

These items may be amended from time to time by mutual written agreement. For the above support, the Foundation will pay an annual administrative fee to the Association. The fee will be \$6,000 for the 2001 calendar year.

Cooperative Relationship

The Executive Directors off the Association and Foundation will, to the extent possible, cooperate on the delivery of services to their shared constituencies. This includes the scheduling of meetings, special events, mailings, solicitation of funds, and other activities. The provision of services by Association staff to the Foundation, and the use of the Bar Center by the Foundation, shall be approved by the Association Executive Director.

The Foundation wishes to continue and expand grant support for programs that address its mission, and encourages on-going discussion with the Association regarding the development new and innovative opportunities for collaboration.

Term of Agreement

This agreement is effective the        day of                    , 2001, and will remain in effect until it is modified or terminated in writing by either party with 60 days advance notice.

Louisville Bar Foundation, Inc.

Louisville Bar Association, Inc.

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date