

**FINANCIAL ASSISTANCE AGREEMENT
FOR RECORD SEALING SERVICES**

WHEREAS, Legal Aid of Southern Nevada ("Recipient") located at 725 East Charleston Blvd, Las Vegas, Nevada 89104, proposes to provide record sealing services through its Clean Slate Legal Assistance Project (the "Program"); and

WHEREAS, Recipient has requested financial assistance from the County to assist with costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Expenditures Eligible for Reimbursement", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

I. Scope of Services

A. The County will provide up to, but not to exceed \$500,000 (the "Funds") to Recipient to assist with the operational costs for the Program, during the period from September 1, 2022, through August 31, 2024, as outlined in Exhibit "A", "Expenditures Eligible for Reimbursement".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Quarterly Reports to the County on a quarterly basis during the program year beginning September 1, 2022, and ending August 31, 2024. These reports will contain, but are not limited to, the information contained in Exhibit "C", "Performance Measurement Quarterly Reports to Clark County", including any narrative report to delineate the benefit realized by the County for Program support.

D. Recipients receiving funds agree that the Program will assist low-income individuals as determined by the Recipient.

E. Recipient acknowledges these funds are not to be used for research and development activities.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification, or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required.

C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Agreement. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Agreement is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

D. Recipient may not assign or delegate any of its rights, interests, or duties under this Agreement without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries: \$1,000,000 each person;
 \$1,000,000 each occurrence;

Property Damage: \$1,000,000 each person;
 \$1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the aforementioned insurance coverages within ten days after adoption of this Agreement and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

- (1) Whether the objectives of the Program are being achieved;
- (2) Whether the Program is being operated in an efficient and effective manner;
- (3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;
- (4) Whether the financial operations of the Program are being conducted properly;
- (5) Whether the periodic reports to the County contain accurate and reliable information; and
- (6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Agreement.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorneys' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. In the event that the

County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be *prima facie* evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

III. Financial Management

A. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. If requested, Recipient will provide a copy of its most recent audit or financial statements to the County. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

B. Copies, excerpts, or transcripts of all books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

C. The County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. Requests for reimbursement/invoices must be submitted monthly unless written approval is obtained. Invoices must contain the Reimbursement Checklist, Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and funds remaining, a Transaction Detail by Account/General Ledger/statement and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses will be submitted by Recipient. Cancelled checks and/or complete bank statements may be submitted in lieu of General Ledger. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Agreement. Recipient must submit all requests for reimbursement/invoices to the Clark County Finance Department, Attn: Grants Office, 500 South Grand Central Parkway, 6th Floor, Las Vegas, Nevada 89155

D. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County. Any request to change line item expenditures in Exhibit "A" must be submitted on agency letterhead detailing the requested changes by line item for County Management's approval.

E. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

F. In the event that the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Agreement, the County reserves the right to extract that portion for other projects and programs under the County's jurisdiction.

G. Upon the expiration or revocation of this Agreement, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

H. No cash reimbursement for purchases of any kind is allowable.

IV. Miscellaneous Provisions

A. The parties hereto will be required to amend or otherwise revise this Agreement should such modification be required by any applicable state or federal statutes or regulations.

B. Recipient may not assign or delegate any of its rights, interests, or duties under this Agreement without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

C. If Recipient fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Recipient violates any of the conditions or limitations of this Agreement, the County may suspend or revoke this Agreement, and may terminate its participation in the Program at any time for convenience.

APPROVED this _____ day of _____, 2022.

By: _____
James B. Gibson, Chair

ATTEST:

LYNN GOYA, COUNTY CLERK

Date

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: Lisa Logsdon
Lisa Logsdon, County Counsel

Date

PROVIDER:
LEGAL AID CENTER OF SOUTHERN NEVADA

By: Barbara Buckley, Esq.
Barbara Buckley, Esq.
Executive Director

7.20.22

Date

EXHIBIT "A"
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The following items may be paid with the Funds, not to exceed \$500,000:

Salaries and Benefits	\$ 480,000
Operational Costs	\$ 20,000
TOTAL	<u>\$ 500,000</u>

To be reimbursed monthly upon detailed invoice.

EXHIBIT "B"

SCOPE OF SERVICES

1. Clark County will provide up to, but not to exceed \$500,000 (the "Funds") to Legal Aid of Southern Nevada ("Recipient") to assist with operating and program expenses associated with its Clean Slate Legal Assistance Project (the "Program").
2. This Program will provide criminal record sealing services to eligible individuals to remove barriers to employment, education, and housing. Sealing eligible criminal records provides stability for individuals and families, which helps overall community stability. This Program will provide a fresh start to individuals who are having trouble finding a good paying job, getting a promotion, finding better quality housing, and building a better life because of an old criminal record.
3. The Recipient will provide 1 full time attorney and 2 full time paralegal/advocate/support to create and build a dedicated, well-trained team to provide record sealing services to approximately 500 individuals annually. The Program will be to provide any increase in access to record sealing services for low-income residents with incomes at or below 200% of the Federal Poverty Level.
4. For no additional compensation, the Recipient will also provide the County with an analysis and review of Nevada law in order to provide the County with the statutory changes necessary to develop and implement an automatic criminal record sealing process. Recipient will also work with Code of America on any recommendations regarding developing and implementing automatic record sealing in Clark County.
5. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of four (4) years.
6. Quarterly, Recipient will provide the County with the number of individuals that have been assisted through the Program and the number of community education classes provided
7. Recipient will provide to Clark County written notice of any program changes for which County funds are allocated under the provisions of this Agreement.
8. Recipient shall give priority attention to referrals for service for County-identified clients.

EXHIBIT "C"
PERFORMANCE MEASUREMENT
QUARTERLY REPORT TO CLARK COUNTY

Reflecting Months: Year:

AGENCY: Legal Aid of Southern Nevada

PROGRAM: Clean Slate Legal Assistance Project

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Legal services related to record sealing	Total # served the quarter ONLY	Total # served