

FINANCIAL ASSISTANCE AGREEMENT
FOR FEASIBILITY STUDY FOR AUTOMATIC RECORD SEALING

WHEREAS, Code for America Labs, Inc. ("Recipient") located at 972 Mission Street, 5th Floor, San Francisco, CA 94103 proposes to provide a feasibility study for implementing a streamlined automatic record sealing clearance process (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 charitable, educational and scientific organization, tax exempt under Section 501(c)(3) of the Internal Revenue Code, dedicated to helping Government work for the people, by the people, in the digital age in order to improve how government serves the American public; 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 \$235,000 (the "Funds") to Recipient to assist with the operational costs for the Program, during the period from September 1, 2022, through June 1, 2023, 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 acknowledges these funds are not to be used for research and development activities.

D. 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.

E. To the extent possible, the County will provide secure access to and transmission to Recipient of Deidentified records / Personal Criminal History Information containing conviction data. Recipient shall implement and maintain no less than reasonable security procedures and practices to protect Personal Criminal History Information from unauthorized access, destruction, use, modification, or disclosure. Recipient shall not disseminate or provide access to Personal Criminal History Information to third parties without authorization, and in the event that Recipient becomes aware of any unauthorized access or dissemination, Recipient shall promptly notify the County. Upon termination of this agreement, Recipient shall destroy any data in its possession or control within a reasonable time.

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. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. Recipient shall be an independent contractor only. To the extent possible, the County will facilitate access to relevant personal criminal history data, coordinate and make available relevant stakeholders to be interviewed, and serve as subject matter experts to ensure Recipient can complete the appropriate assessments. 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.

C. 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.

D. (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 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.

E. Upon reasonable notice, 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. The County shall bear the direct cost of such reviews, audits, and on-site monitoring.

G. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, as a direct result of the negligence, acts or omissions of Recipient, except to the extent resulting from gross negligence or willful misconduct of the County. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and reasonable attorneys' fees incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 which shall be supported by adequate source documentation, including checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. With reasonable advance notice 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. The County shall bear the cost of such audit. 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 with respect to the Program.

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

C. In accordance with Exhibit "A", 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 at the conclusion of Phase 2, 3, & 4. Invoices must contain no more than three and less than nine-digit unique alpha-numeric invoice number, and source documentation to include detailed receipts to include date and method of payment for any subcontracts or vendor payments, if applicable, to support expenses will be submitted by Recipient. 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 must submit all requests for reimbursement/invoices to the Clark County District Attorney, Civil Division, Attn: Lisa Logsdon, 500 South Grand Central Parkway, 5th Floor, Las Vegas, Nevada 89155 or Lisa.Logsdon@ClarkCountyDA.com.

D. It is the intent of the County and Recipient to enter into a milestone contract, with eligible expenditures paid upon delivery and acceptance of the Phases, further delineated in Exhibit "A". Travel will be reimbursed at cost, with supporting documentation. These are the only expenditures eligible for reimbursement.

E. 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.

F. 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.

G. 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 25 day of July, 2022.

CODE FOR AMERICA
LABS, INC.

CLARK COUNTY

By: Emily Tracy

By: _____
James B. Gibson, Chair

Name: Emily K. Tracy

Title: Chief Revenue Officer

ATTEST:

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: Lisa Logsdon
Lisa Logsdon, County Counsel

EXHIBIT "A"

BUDGET

The following budget, not to exceed \$235,000:

DESCRIPTION	DELIVERABLES	AMOUNT
Phase 1	n/a	Included in Phase 2
Phase 2	Associated deliverables	\$100,878.30
Phase 3	Associated deliverables	\$100,878.30
Phase 4	Associated deliverables	\$22,417.40
Subtotal		\$224,174.00
Travel Reimbursement – Upon completion of travel requirements		\$10,000.00
Total		\$234,174.00

Recipient must submit detailed invoices upon acceptance of deliverables in accordance with Exhibit B for each phase. Exhibit "B" below is an example of deliverables to be met based on access to personal criminal history data or relevant stakeholders. Recipient will promptly notify the County if the deliverables listed in Exhibit "B" need to be modified and/or changed due to the inability to gain access to the data or stakeholders. Notification does not need to be written. Invoices for travel reimbursement must include copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>. Expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.

When possible, Recipient shall conduct virtual meetings in lieu of travel.

EXHIBIT "B"

SCOPE OF SERVICES

1. Clark County will provide up to, but not to exceed \$235,000 (the "Funds") to Code for America ("Recipient") to conduct a feasibility assessment for implementing a streamlined automatic record sealing clearance process in Clark County, Nevada (the "Program"). The assessment should include an analysis of the case management systems and criminal information systems within the Clark County Criminal Justice system. The assessment should include recommendations for implementing an automatic record sealing clearance process and policy to include criteria to be included in such a policy. For example, applicable changes to state law to implement such a policy, recommendations regarding the type of criminal cases that should be sealed, the amount of time that has passed since a conviction for a record to be eligible for sealing, or whether restitution must be paid.
2. The scope of services assumes that Recipient will gain access to personal criminal history data and relevant stakeholders will cooperate and participate. Recipient and the County will work together to meet the deliverables. Any deviations can result in a change of the scope of services, which will be promptly communicated to the County. Only significant changes to the scope of services will require an amendment.
3. Recipient Program Requirements and Performance Outcomes

Phase 1 – Familiarization and Start-Up

Recipient will track and organize the project and draw from expansive set of research and analysis to ensure rich and robust qualitative data collection and analysis.

Phase 2 – Feasibility Assessment Part 1

The Recipient will conduct background and desk research to identify relevant components of the case management systems and criminal information systems within the Clark County criminal justice system including artifacts, relevant roles, processes, and legislative mandates, in order to create a framework for understanding and assessing them, and ultimately providing recommendations for how they might adapt to an automatic record sealing process. In this phase, the team will identify the following to research:

- o Existing record sealing policy
- o Petition-based sealing artifacts and processes

- o Relevant IT systems and data, including, but not limited to:
 - Case management and criminal information systems architecture, including database schema and dictionaries, and where relevant, criminal history data

Recipient will engage relevant stakeholders who will serve as subject matter experts in areas related to:

- o County agency processes and practices relevant to record sealing (and state-level agency processes and practices where relevant)
- o Statutory law and policy relevant to record sealing
- o Current system challenges and bottlenecks relevant to record sealing
- o Current technological systems and tools relevant to record sealing
- o Data storage, data pipelines, data updates, and data quality relevant to criminal records

Phase 2 Deliverables: Based on the results of Phase 2, Recipient will revisit the deliverables for Phase 3 to determine whether any adjustments need to be made. If there are adjustments, Recipient will communicate those needs to the County. Recipient will provide a feasibility assessment detailing existing case management systems and criminal information systems within the Clark County Criminal Justice system. The assessment will provide the essential understanding of the current policy and technical landscape. The assessment will include:

- Eligibility and process flows of existing record sealing policy
- Overview of key stakeholders and roles
- Preliminary synthesis of technical infrastructure of record sealing systems, including vendor landscape and data management status and processes across the county
- Preliminary identification of potential blockers or challenges in automation to be addressed during the Feasibility Assessment Part 2
- Overview of case management systems and criminal information systems
 - o Data flow diagrams, contingent on a thorough understanding of technical systems based on background research and stakeholder interviews
- Criminal history data analysis (contingent on data acquisition)
 - o Data quality reporting
 - o Petition-based impact analysis: how many people are currently eligible under existing state law and how many of those people get relief through petition-based process

Phase 3 - Feasibility Assessment Part 2: Recommendations for Automatic Record Sealing

Recipient will employ the following activities to complete the feasibility assessment, building off of Phase 2's findings, and including final recommendations for how Clark County can implement a streamlined automatic record sealing process.

Recipient will continue interviews with relevant stakeholders to build upon our understanding and analysis of the current state of Clark County's criminal justice systems, and to gather feedback on recommendations for automation. Recipient will develop potential processes and system changes needed to implement an automatic record sealing process that is tailored to Clark County.

Phase 3 Deliverables: Recipient will deliver the final feasibility assessment to the County. This report will include recommendations for automation in terms of both policy and implementation built upon our understanding of existing systems, and will include the following artifacts:

- o Recommended policy changes for automatic sealing based on technical and data analysis (for example, the types of criminal cases that should be sealed, waiting periods, and the possibility of including fines, fees, and restitution in such a policy)
- o Automatic process flows based on data management systems, technical ability, and communication between agencies
- o Updates to the case management systems and criminal information systems, if necessary
- o Summarize outline of immediate and near-term steps needed to ready systems and policy for automatic record sealing
- o Estimated overall impact of automatic record sealing, which, depending on data availability and accessibility, may include:
 - Number of records sealed and the number people helped
 - Demographics of people with sealed records
 - Breakdown of conviction types in terms of records sealed
 - Number of records sealed with only one conviction vs. multiple convictions
 - Number of records eligible under existing petition-based process vs. proposed automatic process

Phase 4 – Knowledge Transfer and Final Report and Recommendation

Recipient will prepare a summary of information gathered and next steps for the County to take based on Recipient findings and recommendation.

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SIGNATURE CERTIFICATE



REFERENCE NUMBER

ED0E757F-A2B0-4952-A948-7AE5E7260742

TRANSACTION DETAILS

Reference Number

ED0E757F-A2B0-4952-A948-7AE5E7260742

Transaction Type

Signature Request

Sent At

07/21/2022 19:51 EDT

Executed At

07/25/2022 10:50 EDT

Identity Method

email

Distribution Method

email

Signed Checksum

1723ca11da947b2b00c545eed644c8f68235870520875258f877e28d4bbfc3ca

Signer Sequencing

Disabled

Document Passcode

Disabled

DOCUMENT DETAILS

Document Name

Financial Agreement Code For America -final

Filename

financial_agreement_code_for_america_-final.docx

Pages

10 pages

Content Type

application/vnd.openxmlformats-officedocument.wordprocessingml.document

File Size

47.5 KB

Original Checksum

f0da39da5258ac87a3877c6172ab52e3de9c2652310ec1ed0996f816ddd5d37d

SIGNERS

SIGNER

Name

Emily Tracy

Email

etracy@codeforamerica.org

Components

5

E-SIGNATURE

Status

signed

Multi-factor Digital Fingerprint Checksum

1444e3daa815b225bf37568fe4c211e19c55cde464c4ee41243e39c553a8ab6f

IP Address

64.124.207.161

Device

Chrome via Mac

Typed Signature

Emily Tracy

Signature Reference ID

6B396355

EVENTS

Viewed At

07/25/2022 10:46 EDT

Identity Authenticated At

07/25/2022 10:50 EDT

Signed At

07/25/2022 10:50 EDT

AUDITS

TIMESTAMP

07/21/2022 19:51 EDT

07/21/2022 19:51 EDT

07/25/2022 10:46 EDT

07/25/2022 10:50 EDT

07/25/2022 10:50 EDT

AUDIT

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Emily Tracy (etracy@codeforamerica.org) was emailed a link to sign.

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