

CETS #:	28845
Agency Reference #:	3837-26-ESD

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Department of Employment, Training, and Rehabilitation Employment Security Division Workforce Innovation Support Services Unit
Address:	1370 S Curry Street
City, State, Zip Code:	Carson City, NV 89706
Contact:	Gina Hein
Phone:	775 687-8097
Email:	gmhein@detr.nv.gov

Public Entity #2:	State of Nevada Department of Indigent Defense Services (DIDS)
Address:	896 W. Nye Lane
City, State, Zip Code:	Carson City, Nevada 89703
Contact:	Marcie Ryba
Phone:	775 687-8490
Email:	mryba@dids.nv.gov

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

CETS #: 28845
Agency Reference #: 3837-26-ESD

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From: Upon GFO approval To: June 30, 2026

4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT AA: SCOPE OF WORK AND BUDGET

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at: As invoiced by the Contractor and approved by the State.

Total Contract Not to Exceed: \$465,647.00

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. **INSPECTION & AUDIT**

A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

CETS #:	28845
Agency Reference #:	3837-26-ESD

- B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.


CETS #:	28845
Agency Reference #:	3837-26-ESD

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

CETS #:	28845
Agency Reference #:	3837-26-ESD

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

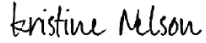
Dept of Indigent Defense Services (DIDS)

DocuSigned by:

 3DC4D71CDE0B450...

 Date


Director, Department of Indigent Defense Services

Department of Employment, Training and Rehabilitation (DETR)

DocuSigned by:

 D0B9E22EC6B1439...

 Date

ESD Administrator,
Department of Employment, Training and
Rehabilitation

DocuSigned by:

 D6E0B586DBEC409...

 Date

— Christopher Sewell

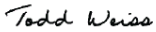
Director,
Department of Employment, Training and
Rehabilitation

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

DocuSigned by:

 870B2F03A7FF4C5...

 il for Attorney General

On: _____
Date

Joe Lombardo
Governor



CETS #28845
CONTRACT #3837-26-ESD
Attachment AA – SOW and Budget

Marcie Ryba
Executive Director

Thomas Qualls
Deputy Director

Peter Handy
Deputy Director

STATE OF NEVADA
DEPARTMENT OF INDIGENT DEFENSE SERVICES

896 W. Nye, Suite 202 | Carson City, NV 89703
775) 687-8490 | www.dids.nv.gov

I. Executive Summary

The lack of availability of public defense attorneys is an increasing problem in Nevada and neighboring states which threatens the ability of court systems to process criminal filings, particularly within rural areas. The State of Nevada Department of Indigent Defense Services (“Department”) is specifically tasked with determining incentives to recommend offering to law students and attorneys to encourage them to provide indigent defense services, especially in the rural areas of the state. (NRS 180.320(2)(f)(2) & Stipulated Consent Judgment in *Davis v. State*). Specifically, a path needs to be created to encourage law students to enter into the practice of indigent defense services and remove barriers to practice in underserved and rural areas of the state. To this end, the Department believes that it is necessary to establish Law Student Supervision Operation (“LASSO”) to provide support for job training programs in the public sectors for training, retaining and/or improving the skills of persons employed in this State that are training to practice law in Nevada.

Recognizing that addressing unrepresented persons will require creative solutions, the Department is requesting innovative strategies directed at increasing the number of attorneys practicing in the area of indigent defense services and reducing the number of persons who do not have the court-appointed counsel to which they are entitled. The public defender crisis, which is a national issue, has left hundreds of people languishing in jails or in the community awaiting legal representation. This proposal request to the Nevada Department of Employment, Training and Rehabilitation accomplishes that by requesting training funding, training supports and retention incentives to mitigate the significant gap of public defense attorneys in Nevada’s underserved and rural areas.

The Department has offered job training stipends in the past which have successfully encouraged individuals to accept employment in rural counties providing indigent defense services. The Department hopes to continue this positive forward momentum with LASSO.

With LASSO, the Department will coordinate with one or more law schools to place first- and second-year law students in a summer training program with experienced public defense attorneys located in underserved and/or rural areas of the state. LASSO will

also encourage recent graduates to take employment in a rural public defender office to gain indigent defense services experience by practicing law immediately upon graduation. LASSO will strive to provide real-world and hands-on public defense experience under the mentorship of the experienced public defense attorneys, including active representation and litigation opportunities, with the purpose of encouraging the student to consider employment opportunities in the practice of indigent defense services in underserved and/or rural areas of Nevada.

Finally, LASSO will provide a stipend for training materials to individuals that have accepted employment at a qualifying office to take the Nevada Bar Exam and continue their practice in providing indigent defense services.

The Department is requesting **\$465,647** from the Nevada Department of Employment, Training and Rehabilitation's (DETR) Career Enhancement Program (CEP) to further expand this training program as allowable under NRS 612.605-612.610.

II. Definitions:

"Qualifying Office": Office at the state or unit of local government who provides legal representation as defined in NRS 180.004. This term can include indigent defense services providers that have a contract to provide first-line primary indigent defense services for a county. Federal and municipal offices are not eligible. The office also must be able to provide supervision for the limited practice of law under Supreme Court Rule (SCR) 49.1, 49.3, or 49.5.

"Rural county" is defined as a county with a population of less than 100,000 people. An individual seeking to practice in a rural county under SCR 49.3 shall have priority in receiving the stipend.

"Underserved county" is defined as a county within Nevada which the Department has determined is struggling to fill indigent defense services vacancies in their qualifying office(s) and would benefit from LASSO.

"First-year student" is defined as a student enrolled in a law school approved by the American Bar Association and who has completed at least thirty (30) semester credit hours, or the equivalent.

"Second-year student" is defined as a student enrolled in a law school approved by the American Bar Association who has completed at least forty-five (45) semester credit hours, or the equivalent.

A **"supervising lawyer"** shall be defined by SCR 49.3(4).

III. Term of Program

This request for funding is for a period of two years.

IV. Budget Detail and Narrative

Expense Budget Summary		
Line Item		Amount
A.	Outreach	\$43,147
B.	Training Materials	: \$97,500
C.	Training and Retention	: \$325,000
Total Direct Charges sum of A.-C.		: \$465,647

A. Outreach

The Department requests a total of \$43,147 for Outreach to promote the program. This would include:

- Funding for DIDS staff to travel to in-state and out-of-state law schools – approximate cost: \$18,736.
- Funding for rural attorneys to travel to Boyd School of Law to meet students – approximate cost: \$14,411.
- Funding for DIDS staff to purchase items to perform program outreach – approximately \$10,000.

B. Training Materials

The Department requests a total of \$97,500 to serve up to 15 participants with preparation for the Nevada Bar Exam. Qualified individuals will receive a \$6,500 stipend to purchase training materials to prepare for the Nevada Bar Exam. As determined by DIDS, the individual must accept employment at a qualifying office in the State of Nevada and individuals employed by a rural county office will receive preference to receive the stipend.

C. Training and Retention

The Department requests a total of \$ 325,000 to serve up to 30 participants with an opportunity to enhance legal education by learning through observation and hands-on learning experience while under the direct supervision of lawyers in a public defender setting, with a focus on maintaining service in Nevada’s rural and

underserved areas.

The program shall have three **funding tiers**:

1. Scout Tier:

Up to a total of \$65,000 to serve up to 10 students @ \$6,500 stipend per student.

- a. Provide summer training opportunities and support for first-year students to work and train in a rural and/or underserved Nevada qualifying office for at least 10 weeks (as agreed by the student and supervising lawyer).
 - i. Ten summer training opportunities with a Qualifying Office (“Public Defender”).
 - ii. The summer training shall be led by a supervising lawyer that is continuously and personally present through the following activities:
 1. Assisting and counseling the student in the activities and reviewing such activities with the student, to the extent necessary for the proper training of the student and protection of the client.
 2. Reading, approving, and personally signing any pleadings, briefs, or other papers prepared by the student before filing; reading and approving any documents prepared by the student for execution by any person before submission to that person; and reading and approving any correspondence prepared by the student before mailing.
 3. And being present for any appearance by a student before a court or administrative tribunal, if allowed.

2. Trigger Tier:

Up to a total of \$105,000 to serve up to 10 students @ \$10,500 stipend per student.

- a. Provide summer training opportunities and support for second-year students to work and train in an underserved and/or rural Nevada qualifying office for at least 10 weeks (as agreed by the student and supervising lawyer).
 - i. Ten summer training opportunities with a Qualifying Office (“Public Defender”).
 - ii. The summer training shall be in compliance with SCR 49.3 and led by a supervising lawyer that is continuously and personally present

through the following activities:

1. Assisting and counseling the student in legal practice activities and reviewing such activities with the student, to the extent necessary for the proper training of the student and protection of the client.
2. Reading, approving, and personally signing any pleadings, briefs, or other papers prepared by the student before filing; reading and approving any documents prepared by the student for execution by any person before submission to that person; and reading and approving any correspondence prepared by the student before mailing.
3. And being present for any appearance by a student before a court or administrative tribunal.

3. Silver Tier:

Up to a total of **\$155,000** to serve up to **10** limited practice practitioners @ **\$15,500** per training stipend.

- a. To qualify, individuals must accept employment at a rural public defender office and be qualified to practice law by either having either passed the Nevada bar or qualify for a limited practice certification under SCR 49.1 or 49.5.
 - i. Ten positions with qualifying offices in rural Nevada.
 - ii. New hires will be provided with hands-on practice opportunities in the rural public defender offices. The individuals will handle cases, learn local rules, and have an earlier opportunity to improve their skills in providing indigent defense services.