

CETS #:	28313
Agency Reference #:	3794-25-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:	500 East Third Street
City, State, Zip Code:	Carson City, Nevada 89713
Contact:	Joel Wixon
Phone:	775 684-3844
Email:	FMCU@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:

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

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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, 2025
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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
	ADDITIONAL ATTACHMENTS (if applicable)

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:

Per Invoice	per	As invoiced by the Contractor and approved by the State
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Total Contract or installments payable at:	N/A
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Total Contract Not to Exceed:	\$50,000.00
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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.

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- 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.

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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.

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

DocuSigned by:

Marcie Ryba

10/3/2023

Marcie Ryba

Date

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Director, Department of Indigent Defense Services

DocuSigned by:

Kristine Nelson

10/4/2023

Kristine Nelson

Date

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ESD Administrator,
Department of Employment, Training and
Rehabilitation

DocuSigned by:

Carrie Edlefsen

10/4/2023

Carrie Edlefsen on behalf of Christopher Sewell

Date

D6E0B586DBEC409...

Director,
Department of Employment, Training and
Rehabilitation

[Signature]

for Amy Stephenson

Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On:

10/18/23

Date

Approved as to form by:

DocuSigned by:

Todd Weiss

On:

10/4/2023

Date

Deputy Attorney General for Attorney General

870B2F03A7FF4C5...

Joe Lombardo
Governor



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

Executive Summary

The State of Nevada Department of Indigent Defense Services ('Department') is specifically tasked with providing training to defense attorneys throughout the State. (NRS 180.430(2) & Stipulated Consent Judgment in *Davis v. State*). To this end, the Department provides an annual conference, in person, that provides nearly all of the Nevada continuing legal education (CLE) requirements for a practicing defense attorney for a year, and monthly virtual trainings to attorneys who are unable to attend the conference or who are seeking supplementary training.

While the Department has a budget for training public defenders, the bulk of those funds are used sparingly on one or two high-quality, highly sought-after experts in their fields for our annual conference. Most of the training the Department provides is at no expense to the Department or public defenders by practitioners, experts, and law professors who are willing to volunteer their time and expertise – these are, of course, difficult to identify and secure.

This grant funding would supplement the Department's training funding and provide support for job training in the public sector to improve the skills of persons employed in this State. Said training provides public defenders with the CLE required and includes additional job training resources. More specifically, grant funds would substantially enhance the capabilities of the Department to provide more in- depth training, specialized training, interactive training, or intensive training – at the Department's conference and throughout the year. These additional materials and training would cover topics such as: trial skills, including trial preparation, case investigation, pre-trial motions, jury selection, opening statements, direct examination of lay and expert witnesses, cross- examination of lay and expert witnesses, closing arguments, applying the rules of evidence and record preservation; appellate skills, including obtaining the trial records, brief drafting, oral argument preparation and presentation; juvenile defense skills; writ petitions; client management skills; diversion programs; proper use and management of investigators and experts; and ethics.

Budget Detail and Narrative

Expense Budget Summary	
Line Item	Amount
a. Training Materials	\$7,500.00
b. Training and Travel	\$42,500.00
Total Direct Charges (sum of a.-b.)	50,000.00

Training Materials

The Department requests \$7,500 in training materials. Materials and training will be obtained from recognized leaders in their relevant fields, including the National Association of Criminal Defense Lawyers, the National Association for Public Defense, the Gault Center, Partners for Justice, members of (or professional training contributors to) those organizations, and relevant legal scholars and forensic professionals.

- a. Training Materials: Total \$7,500
 - a. Budget: \$7,500. In FY24, DIDS seeks to order:
 - i. 35 copies of the 2023 Sample Motions Collection Update – CD Rom (although not released yet, the expected cost will be around \$25 per copy).
 - ii. 35 copies of “Search, Seizure, & 4th Amendment Trial Pack” \$299/book or “Drug Cases Trial Pack” or similarly themed book, expected price \$249 a book
 - o Total: \$7,500 for materials, books, shipping and handling
 - o Number of Nevada Attorneys Served: approximately 200 attorneys across Nevada.

Training Registrations and Travel

The Department Requests \$42,500 for training and travel.

- a. In-house Training: Total: \$17,500
 - a. **Case Management Training:** 2 members of DIDS staff to attend the LegalServer Training in New Orleans, LA this year.
 - i. Purpose further train Department staff on the use of the case management system LegalServer.
 - ii. Total Cost: \$4,200 (\$2,100 per person). The Department Seeks to send 2 staff to this training.
 - 1. Registration: \$665
 - 2. Estimated Per Diem: \$842
 - 3. Estimated Transportation: \$575
 - 4. Estimated Incidentals \$45

- iii. Number of Nevada Served: DIDS provides monthly trainings to all attorneys (and their staff) providing indigent defense services in the rural counties. Approximately 110 people are invited to these monthly training courses. DIDS also provides one-on-one training, if requested. DIDS will use information learned at this training to share with others.

b. State Bar of Nevada Conference

- i. Purpose to further train attorney staff and allow an opportunity to discuss Department priorities and needs with the Board of Governors, Supreme Court Justices, and all other attendees of the conference.
- ii. Total Cost: \$12,468 (\$3,117 per person). Department seeks to send 4 employees (Director, two deputy directors and NSPD).
 - 1. Registration and Incidentals: \$690
 - 2. Estimate Transportation: \$1,169
 - 3. Estimate Per Diem: \$1,259
- iii. This training allows the Department a unique opportunity to meet with leaders in the Bar, as well as judicial leaders, to spread the word on the priorities and needs of the Department to comply with its mission.

b. DIDS Training for Indigent Defense Services Providers: \$25,000

- a. In-Person Training: \$10,000
 - i. DIDS provides yearly free training for all indigent defense services providers.
 - ii. Yearly DIDS Base Costs: Conference:
 - 1. Estimated Space Rental: \$6,000
 - 2. Estimated Equipment Rental Use: \$2,500
 - 3. Miscellaneous expenses: copies, table rental, postage, supplies: \$1,500
 - 4. Expected Attendance: 50-75 attorneys for in person training, 100 attorneys for virtual training.
- b. Contract with Presenters: \$15,000
 - 1. Estimated Contracts (either virtual or in person) for Presenters: \$7,500
 - 2. Estimated Travel and per diem for all Trainers / Presenters / volunteers: \$7,500