

**INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND
THE UNIVERSITY OF NEVADA LAS VEGAS FOR
CONTRIBUTION OF CERTAIN MARIJUANA FEES TO IMMIGRATION
DEFENSE ASSISTANCE**

This Interlocal Agreement ("Agreement") is made and entered into by and between the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS, WILLIAM S. BOYD SCHOOL OF LAW, a constitutional entity of the State of Nevada, hereinafter called "UNLV" and CLARK COUNTY, a political subdivision of the State of Nevada, hereinafter called "COUNTY." This Agreement shall be effective on the date the last authorized signatory affixes his/her signature below (the "Effective Date").

WITNESSETH:

WHEREAS, the Parties are authorized to enter into agreements pursuant to NRS 277.180;

WHEREAS, UNLV operates an Immigration Clinic, a community agency, which provides legal services for immigration deportation defense for children and detained adults;

WHEREAS, AB376 (2021) appropriated State funds to the UNLV Immigration Clinic for the purpose of providing pro bono legal services relating to immigration law and UNLV has requested that the County match that appropriation;

WHEREAS, legal services for immigration defense assists detained adults with getting out of detention and back to work, allows children and adults to stay with their families, and ensures that immigration defendants have access to justice;

WHEREAS, the County desires to allocate an amount up to \$250,000.00, from the gross revenue fees relating to marijuana licenses imposed by Clark County Code 8.65.090, each year for the next two (2) years to be used by UNLV for its immigration deportation defense program; and

NOW, THEREFORE, in consideration of the promises and of the mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - COUNTY TRANSFER OF FUNDS TO UNLV

1. COUNTY agrees, subject to the terms and conditions of this Agreement, to provide an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) to UNLV during the fiscal years 2021-22 and 2022-23 to be used by the Immigration Clinic to provide legal services for immigration deportation defense for children and detained adults.

2. Each allocation of funds in an amount up to Two Hundred Fifty Thousand Dollars (\$250,000.00) shall be made by the COUNTY to UNLV on or about October 15, 2021 and on or about October 15, 2022, respectively. The second allocation of funds, in 2022, is subject to the County receiving gross revenue fees relating to marijuana licensing in excess of twelve million dollars (\$12,000,000.00) and the allocation of sufficient funds as solely determined by the Board of County Commissioners.

ARTICLE II – UNLV OBLIGATIONS

1. UNLV understands and agrees that the funds provided by the COUNTY are to be used solely for legal services for immigration defense for children and detained adults, and that the funds will not be used for any other purpose. The Scope of Services is attached as Exhibit “A” and outlines the services to which UNLV will be applying the funds and a corresponding timeline for the use of the funds. The budget of the Immigration Clinic is attached hereto as Exhibit “B”.
2. UNLV understands and agrees that each allocation is subject to the COUNTY receiving gross revenue fees relating to marijuana licensing in excess of twelve million dollars (\$12,000,000.00), and the allocation of sufficient funds as solely determined by the Board of County Commissioners. UNLV understands and agrees that it may not receive the full amount or any amount of the allocations from the COUNTY.
3. Any amounts of the appropriations that are not used for legal services for immigration defense for children and detained adults by September 15, 2023 must be returned to the COUNTY within thirty (30) calendar days thereafter.
4. UNLV shall comply with all applicable laws, rules, regulations and standards with respect to the legal representation, pro bono or otherwise, it provides for the immigration defense set forth herein.
5. UNLV shall provide to the COUNTY a quarterly report documenting the expenditures of the funds received from the COUNTY on legal services for immigration defense for children and detained adults. COUNTY understands and agrees that the quarterly report will provide general information relating to the expenditure of funds, but will not include information about individual cases protected by UNLV’s obligations to be bound by the attorneys’ Rules of Professional Responsibility to keep client information confidential.

ARTICLE III – TERM AND TERMINATION

1. Term

This Agreement shall be effective as of the Effective Date and shall continue until October 15, 2023, unless terminated sooner.

2. Termination

This Agreement may be terminated by either party in its sole discretion and without cause by giving the other party written notice of termination. The effective date of said termination shall be not less than thirty (30) calendar days from the date the notice of termination is received by the other party. In the event the County terminates this Agreement, UNLV waives any and all causes of actions, claims, suits and/or damages which arise out of or related to the termination of this Agreement. Within ten (10) calendar days of termination of this Agreement UNLV shall return to the COUNTY any unspent funds received from the COUNTY.

ARTICLE IV – GENERAL PROVISIONS

1. Notices

Any notice, invoice, payment or delivery required under this Agreement must be submitted in writing and sent by U.S. Mail, or by hand delivery, and directed to the appropriate parties as follows:

County: Clark County Manager's Office
Attention: Jeff Wells, Assistant County Manager
500 S. Grand Central Parkway
Las Vegas, Nevada 89144

UNLV: Michael Kagan, Director, UNLV Immigration Clinic
Thomas & Mack Legal Clinic
P.O. Box 71075
Las Vegas, NV 89170-1075
michael.kagan@unlv.edu
702-895-2080

2. Modification or Amendments. This Agreement may not be modified or amended except by written agreement, duly approved by the Governing Bodies of all parties hereto.
3. Applicable Law. This Agreement shall be governed and interpreted according to the laws of the State of Nevada.
4. Assignment. The requirements and benefits of this Agreement may not be assigned, transferred or delegated, except as provided herein, without the written consent of all parties hereto.
5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any applicable law or regulation, the parties will enter into immediate, good faith negotiations to rectify the offending clauses.

6. Entire Agreement. This Agreement constitutes the entire Agreement and understanding of the parties hereto concerning the subject matter of this Agreement and supersedes all other oral and written negotiations, agreements and understandings of every kind relating to that subject matter. No promise, warranty, statement or representation of any kind whatsoever that is not expressly stated herein has been made by any party hereto or its officers, employees, or other agents to induce execution of this Agreement.
7. Parties and Interests. This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the County and UNLV only.
8. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts (or facsimile copies thereof) shall, for all purposes, be accepted as an original, and all such counterparts shall constitute one and the same instrument binding on all of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates stated below following their signatures and agree to be bound by the terms of this Agreement as of the Effective Date:

CLARK COUNTY, NEVADA

CLARK COUNTY, NEVADA
BOARD OF COUNTY COMMISSIONERS

By: _____
MARILYN KIRKPATRICK
Chairman, Board of County Commissioners

Attest:

LYNN MARIE GOYA
County Clerk


Approved as to Form:



LAURA C. REHFELDT
Deputy District Attorney


Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas, William S. Boyd School of Law

RECOMMENDED:

By: 
Sara Gordon
Its: Interim Dean, William S. Boyd School of Law


Date: September 10, 2021

APPROVED:

By: 
Chris Heavey
Its: Executive Vice President and Provost

Date: 09/10/2021

APPROVED AS TO LEGAL FORM:

By: 
Elda Sidhu
Its: General Counsel

Date: 09/10/2021

EXHIBIT "A"
SCOPE OF SERVICES

The UNLV Immigration Clinic ("Clinic"), a unit of UNLV and the William S. Boyd School of Law, will employ attorneys and non-attorney support staff for the provision of legal defense against removal for unaccompanied children and detained adults. Legal defense under this agreement includes, without limitation, representation in Immigration Court and before U.S. Citizenship and Immigration Services ("USCIS") or Nevada courts where such representation has a nexus to avoiding an order of removal from the United States. Representation may also include appeals of orders of removal to the Board of Immigration Appeals or the federal circuit courts of appeal, and also actions in any court related to the detention of a person based on immigration issues.

Clients to be served will either be detained by Immigration and Customs Enforcement ("ICE") and subject to removal proceedings in the Las Vegas Immigration Court or will be unaccompanied child respondents in proceedings at the Las Vegas Immigration Court. To be eligible for services provided under this agreement, an adult must be detained by ICE at the outset of the representation or at the outset of proceedings he or she must be a minor child not accompanied by an adult in the proceedings.

All staff, regardless of funding source, will be employees of UNLV. UNLV will provide malpractice insurance coverage for all services under this agreement.

TIMELINE

The services will be implemented according to the budget attached as Exhibit "B." Implementation will necessitate recruiting new staff and securing of new office space as listed in the budget.

As of September 9, 2021, one Immigrant Justice Corps ("IJC") Fellow is already employed by the Clinic. A UNLV hiring committee is evaluating candidates for the Managing Attorney position. Immediately after the approval of county funds, UNLV will begin recruitment for the Attorney and Legal Office Manager positions, following standard procedures governing such hiring processes. All three of these positions should be filled by the end of December 2021. The Clinic is also submitting applications to IJC to place a second fellow with the clinic in September 2022, as well as an IJC-sponsored paralegal, both of which are envisioned in the budget.

UNLV plans to identify office space before the end of December 2021. Move-in date will depend on renovation needs and leasing processes. However, delivery of services under this agreement will not be contingent on the opening of the physical office.

EXHIBIT “B”
BUDGET

UNLV William S. Boys School of Law
Thomas and Mack Legal Clinic
Immigration Clinic Budget
Community Advocacy Office

08/27/21

| PROPOSED COMMUNITY ADVOCACY OFFICE BUDGET | | | | |
|---|--|-------------------|--|-------------------|
| Revenue Source | | FY22 Budget | | FY23 Budget |
| State of Nevada | | \$ 250,000 | | \$ 250,000 |
| Clark County | | \$ 250,000 | | \$ 250,000 |
| TOTAL REVENUE | | \$ 500,000 | | \$ 500,000 |

| Expenditure Category | FY22 FTE | FY22 Budget | FY23 FTE | FY23 Budget |
|---|-------------|-------------------|-------------|-------------------|
| Salaries | 3.24 | \$ 189,558 | 3.24 | \$ 247,371 |
| Wages | | \$ 15,000 | | \$ 15,000 |
| Fringe Benefits | | \$ 63,254 | | \$ 83,101 |
| Operations | | \$ 50,000 | | \$ 52,528 |
| Litigation Expenses | | \$ 25,000 | | \$ 25,000 |
| Staff Development & Certification | | \$ 10,000 | | \$ 12,000 |
| Support Services - IT, Business, Facilities | | \$ 35,000 | | \$ 35,000 |
| Rental, Utilities, O&M | | \$ 80,000 | | \$ 80,000 |
| Start up Costs (Space, Office Furnishing & Equipment) | | \$ 82,188 | | \$ - |
| TOTAL EXPENDITURES | 3.24 | \$ 550,000 | 3.24 | \$ 550,000 |

| PG20526-STATE AB376 - FY22 DRAFT BUDGET | | | | |
|---|-------------|-------------------|-------------|-------------------|
| Expenditure Category | FY22 FTE | FY22 Budget | FY23 FTE | FY23 Budget |
| Professional Salary | 1.00 | \$ 89,423 | 1.00 | \$ 109,201 |
| Classified Salary | 1.00 | \$ 26,147 | 1.00 | \$ 37,139 |
| Fringe Benefits | | \$ 37,638 | | \$ 48,223 |
| Operations | | \$ 96,791 | | \$ 55,437 |
| TOTAL STATE BUDGET | 2.00 | \$ 250,000 | 2.00 | \$ 250,000 |

| CLARK COUNTY - DRAFT BUDGET | | | | |
|-----------------------------|-------------|-------------------|-------------|-------------------|
| Expenditure Category | FY22 FTE | FY22 Budget | FY23 FTE | FY23 Budget |
| Professional Salary | 1.00 | \$ 51,000 | 1.00 | \$ 68,680 |
| Classified Salary | 0.50 | \$ 22,987 | 0.50 | \$ 32,351 |
| Fringe Benefits | | \$ 24,970 | | \$ 34,232 |
| Operations | | \$ 151,042 | | \$ 114,736 |
| TOTAL COUNTY BUDGET | 1.50 | \$ 250,000 | 1.50 | \$ 250,000 |

UNLV William S. Boys School of Law
Thomas and Mack Legal Clinic
Immigration Clinic Budget
Personnel Expenses

UNLV FRINGE RATES FY22
Professional 29.40%
Classified 43.40%
Wages 4.30%

| NEW BUDGET REQUEST | | | | | | | | | | | | |
|---|-----------------|------------|-------------|-------------------|-------------------|------------------|-------------------|-------------|-------------------|------------------|-------------------|-------------|
| Position | Type | Prob. Hire | FY22 FTE | Base Sal | FY22 Salary | FY22 Fringe | FY22 Budget | FY23 FTE | FY23 Salary | FY23 Fringe | FY23 Budget | ALLOCATION |
| Managing Attorney | Prof | 09/01/21 | 1.00 | \$ 100,000 | \$ 83,333 | \$ 24,500 | \$ 107,833 | 1.00 | \$ 101,000 | \$ 29,694 | \$ 130,694 | STATE |
| Attorney | Prof | 10/01/21 | 1.00 | \$ 68,000 | \$ 51,000 | \$ 14,994 | \$ 65,994 | 1.00 | \$ 68,680 | \$ 20,192 | \$ 88,872 | COUNTY |
| Attorney (Imm Justice Corp Fellow) | Prof | 10/01/21 | 0.07 | \$ 58,000 | \$ 3,045 | \$ 895.23 | \$ 3,940 | 0.07 | \$ 4,101 | \$ 1,206 | \$ 5,306 | STATE |
| Attorney (Imm Justice Corp Fellow) | Prof | 10/01/21 | 0.07 | \$ 58,000 | \$ 3,045 | \$ 895.23 | \$ 3,940 | 0.07 | \$ 4,101 | \$ 1,206 | \$ 5,306 | STATE |
| Paralegal/Receptionist (IJC) (Incl SP-BS) | Clas-27-05 | 11/01/21 | 0.10 | \$ 47,400 | \$ 3,160 | \$ 1,371 | \$ 4,531 | 0.10 | \$ 4,787 | \$ 2,078 | \$ 6,865 | STATE |
| Legal Office Manager/Paralegal (Incl SP-BS) | Clas 33 or Prof | 10/01/21 | 1.00 | \$ 61,300 | \$ 45,975 | \$ 19,953 | \$ 65,928 | 1.00 | \$ 64,703 | \$ 28,081 | \$ 92,783 | STATE SPLIT |
| TOTAL NEW BUDGET REQUEST | | | 3.24 | \$ 392,700 | \$ 189,558 | \$ 62,609 | \$ 252,167 | 3.24 | \$ 247,371 | \$ 82,456 | \$ 329,827 | |

SP-BS = 5% Special Pay for Bilingual Skills included in budget
Classified positions budgeted at step 5 but may hire at a different step depending on experience
Legal Office Manager/Paralegal position may be filled at classified grade 33 or as a professional position

| PG20526-STATE AB376 - DRAFT BUDGET | | | | | | | | | | | | |
|---|-----------------|------------|-------------|-------------------|-------------------|------------------|-------------------|-------------|-------------------|------------------|-------------------|--|
| Position | Type/PN | Prob. Hire | FY22 FTE | Base Sal | FY22 Budget | FY22 Fringe | FY22 Budget | FY23 FTE | FY23 Salary | FY23 Fringe | FY23 Budget | |
| Managing Attorney-New PN | Prof | 09/01/21 | 1.00 | \$ 100,000 | \$ 83,333 | \$ 24,500 | \$ 107,833 | 1.00 | \$ 101,000 | \$ 29,694 | \$ 130,694 | |
| Attorney (Imm Justice Corp Fellow) | Prof | 10/01/21 | 0.07 | \$ 58,000 | \$ 3,045 | \$ 895.23 | \$ 3,940 | 0.07 | \$ 4,101 | \$ 1,206 | \$ 5,306 | |
| Attorney (Imm Justice Corp Fellow) | Prof | 10/01/21 | 0.07 | \$ 58,000 | \$ 3,045 | \$ 895.23 | \$ 3,940 | 0.07 | \$ 4,101 | \$ 1,206 | \$ 5,306 | |
| Paralegal/Receptionist (IJC) (Incl SP-BS) | Clas-27-05 | 11/01/21 | 0.10 | \$ 47,400 | \$ 3,160 | \$ 1,371 | \$ 4,531 | 0.10 | \$ 4,787 | \$ 2,078 | \$ 6,865 | |
| Paralegal/Receptionist (IJC) (Incl SP-BS) | Clas 33 or Prof | 10/01/21 | 0.50 | \$ 61,300 | \$ 22,987 | \$ 9,976 | \$ 32,964 | 0.50 | \$ 32,351 | \$ 14,040 | \$ 46,392 | |
| TOTAL NEW BUDGET REQUEST | | | 1.74 | \$ 324,700 | \$ 115,571 | \$ 37,638 | \$ 153,209 | 1.74 | \$ 146,340 | \$ 48,223 | \$ 194,563 | |

CLARK COUNTY - DRAFT BUDGET

| Position | Type/PN | Prob. Hire | FY22 FTE | Base Sal | FY22 Budget | FY22 Fringe | FY22 Budget | FY23 FTE | FY23 Salary | FY23 Fringe | FY23 Budget | |
|-----------------------------------|-----------------|------------|-------------|-------------------|------------------|------------------|------------------|-------------|-------------------|------------------|-------------------|--|
| Attorney | Prof | 10/01/21 | 1.00 | \$ 68,000 | \$ 51,000 | \$ 14,994 | \$ 65,994 | 1.00 | \$ 68,680 | \$ 20,192 | \$ 88,872 | |
| Legal Office Manager (Incl SP-BS) | Clas 33 or Prof | 10/01/21 | 0.50 | \$ 61,300 | \$ 22,987 | \$ 9,976 | \$ 32,964 | 0.50 | \$ 32,351 | \$ 14,040 | \$ 46,392 | |
| TOTAL NEW BUDGET REQUEST | | | 1.50 | \$ 129,300 | \$ 73,987 | \$ 24,970 | \$ 96,958 | 1.50 | \$ 101,031 | \$ 34,232 | \$ 135,264 | |