

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** General Services

**DATE:** March 7, 2017

**REQUESTED ACTION:** County Manager's approval of recommended 2017/2018  
indigent defense contract

\_\_\_\_\_ Consent \_\_\_\_\_ Hearing   X   County Manager

---

## BACKGROUND

Clark County's indigent defense office released a Request for Qualifications (RFQ) for 2017/2018 indigent defense contracts. The applications were reviewed and interviews conducted of new recommended contractors. The contract with Navigate Law Group, PLLC and Elijah Marchbanks is for felony representation. Mr. Marchbanks only recently satisfied the requirements for felony representation under the Washington Supreme Court's *Standards for Indigent Defense*. Approval of this recommended contract ensures the provision of counsel to those who are determined by the courts to be eligible for appointed counsel.

## COUNCIL POLICY IMPLICATIONS

None

## ADMINISTRATIVE POLICY IMPLICATIONS

None

## COMMUNITY OUTREACH

The RFQ for 2017/2018 contracts was widely distributed. The RFQ notice was published as a legal notice and in newsletters for the Clark County Bar Association, Washington Defender Association and Oregon Criminal Defense Lawyers Association. In addition, the RFQ was sent directly to all 2015/16 contractors and attorneys who have contacted the indigent defense office to express interest in receiving RFQs for indigent defense contracts over the past eight years.

## BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

## BUDGET DETAILS

Local Fund Dollar Amount	\$35,200.00
Grant Fund Dollar Amount	
Account	General Fund (0001); Details: See Part III
Company Name	

---

**DISTRIBUTION:** Ann Christian; Michelle Schuster

**Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>**

---



Ann S. Christian  
Property & Indigent Defense Manager



Robert Stevens  
Director, General Services Department  
By: Michelle Schuster

**APPROVED: \_\_\_\_\_**  
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

**APPROVED: \_\_\_\_\_**

Mark McCauley, County Manager

DATE: \_\_\_\_\_

3/16/17

## BUDGET IMPACT ATTACHMENT

### Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

This request is funded by approved 2017/2018 budget and provides constitutionally mandated indigent defense representation by an independent contract attorney (versus county employee). The per case rates for this contract have not increased since 2009.

### Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
<b>Total</b>						

II. A – Describe the type of revenue (grant, fees, etc.)

### Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FT Es	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
<b>General Fund</b>							
0001.000.410.515920/Felony Contracts	0	\$35,200.00	\$35,200.00	\$0	\$0	\$0	\$0
<b>Total</b>	0	\$35,200.00	\$35,200.00	\$0	\$0	\$0	\$0

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	\$35,200.00	\$35,200.00	\$0	\$0	\$0	\$0
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$35,200.00	\$35,200.00	\$0	\$0	\$0	\$0

**CONTRACT FOR INDIGENT DEFENSE SERVICES FOR  
SUPERIOR COURT  
FELONIES, FELONY PROBATION VIOLATIONS  
AND FUGITIVE/EXTRADITION MATTERS**

THIS CONTRACT IS entered into by CLARK COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "County", NAVIGATE LAW GROUP, PLLC, hereinafter referred to as "Contractor", and ELIJAH T. MARCHBANKS, hereinafter referred to as "Contractor's Attorney".

THIS CONTRACT IS for legal representation by Contractor's Attorney in Clark County Superior Court felony, felony probation violation, and fugitive/extradition cases, excluding non-support sanctions, contempt, persistent offender and attempted homicide or homicide cases. This Contract is a twenty-one and one-half month contract.

**WITNESSETH:**

Clark County is required to provide legal representation for individuals who are in jeopardy of loss of liberty and who are financially unable to obtain legal counsel. U.S. Const. amend. 6, Wash. Const. art. I, § 22.

Clark County Superior Court determines indigence and appoints counsel to represent individuals, as is necessary. RCW 10.101.020.

Contractor's Attorney is admitted to practice law in the State of Washington and has been actively engaged in the practice of law for a minimum of one year prior to March 1, 2017. Contractor's Attorney has practical experience in criminal law and meets Standard Fourteen, "Qualifications of Attorneys", of the Washington Supreme Court's *Standards for Indigent Defense Services* (adopted June 15, 2012 and as amended) for the types of cases for which Contractor is contracting, subject to the Limitations set forth in Section 6. By entering into this Contract, Contractor and Contractor's Attorney represent that Contractor's Attorney is fully qualified to perform the professional services hereinafter set forth in this Contract.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. **Term of Contract.** The term of this Contract is from March 15, 2017 through December 31, 2018. Contractor's Attorney shall assume responsibility for all cases assigned March 15, 2017, through December 31, 2018. If this Contract is not extended or renewed, Contractor's Attorney has the duty to complete

all cases assigned under this Contract. The provisions of this Contract shall continue in full force and effect beyond the expiration or termination date of the Contract, without additional compensation other than is provided in this Contract, until all assigned cases have been completed.

**2. Duties of County.**

**(a) County shall issue payment to Contractor in the sum of:**

March through December, 2017 -- SIXTEEN THOUSAND and no/100 Dollars (\$16,000.00), payable in monthly installments of \$1,600.00; and

January through December, 2018 – NINETEEN THOUSAND, TWO HUNDRED and no/100 Dollars (\$19,200.00), payable in monthly installments of \$1,600.00

Payment shall be issued no later than the twenty-seventh day of the month. This is Contractor's "base payment" for the number of felony "points" set forth in paragraph 3(a) of this Contract. The base payment equals the number of felony points per year multiplied by the Class C felony rate of \$800 per case ("base rate") and divided by the number of months per year. In addition, County shall issue payment to Contractor for "additional compensation", as set out in Section 5 of this Contract, by the twenty-seventh day of the month that Contractor submits a correct monthly report listing a trial or appointment to a case in which additional compensation is due.

**(b) County shall be responsible for the cost of providing conflict counsel, upon the court's approval of Contractor's withdrawal from representation.**

**(c) County is responsible for payment of pre-authorized non-attorney services (e.g., investigation, transcription or client evaluation services) separately from this contract.**

**3. Duties of Contractor.**

**(a) Contractor's Attorney shall provide representation in cases totaling 20 felony "points" for 2017 and 24 felony "points" for 2018. "Points" are defined and set forth in Section 5 of this Contract.**

**(b) Contractor's Attorney shall advise and provide legal representation for all defendants whose case has been assigned to Contractor's Attorney, pursuant to this Contract. Representation continues until Contractor's Attorney is authorized, by written court order, to withdraw, new counsel is appointed, the case is**

dismissed, the client is acquitted, or judgment and sentence for any conviction are entered, whichever occurs last. Provided, however, Contractor's Attorney shall represent a client, post-sentence, in any restitution hearing held within 180 days of sentencing, and Contractor's Attorney shall file a Notice of Appeal and Motion for Appointment of Counsel on Appeal, if requested by the defendant and if such notice and motion are not frivolous. If a Superior Court case is dismissed in exchange for a client agreeing to plead guilty to a new case filed in District Court (e.g., DUI or to allow client entry in District Court Veterans Therapeutic Court or Mental Health Therapeutic Court), Contractor's Attorney's representation continues to District Court, except for representation if the client is accepted into therapeutic court. If a Superior Court case is dismissed in exchange for a case being filed in Juvenile Court, Contractor's Attorney's representation continues to Juvenile Court, until a juvenile criminal contract attorney is appointed.

(c) All services and representation by Contractor's Attorney shall be consistent with the *Indigent Defense Standards for Superior Court* as adopted by the Clark County Board of Commissioners on December 11, 2002 and the Washington Supreme Court *Standards for Indigent Defense* (adopted June 15, 2012 and as amended) and comply with all professional rules and standards. Contractor's Attorney shall adopt and maintain practices that best ensure attorney contact with clients; e.g., visiting and/or talking with in-custody clients on a regular basis. Contractor's Attorney shall provide each client the time and effort necessary to ensure effective representation. Contractor's Attorney shall not allow non-contract work to interfere with adequate representation of court-appointed clients under this Contract.

(d) Contractor's Attorney shall not charge or accept any fee or other compensation for services rendered pursuant to this Contract, except as provided for herein.

(e) Contractor shall present the Indigent Defense Office with a monthly report of Case Appointments on a form provided by the County, or as otherwise agreed. The first report shall be due no later than close-of-business April 3, 2017. Subsequent reports are due monthly thereafter, not later than the second judicial day of each month. The purpose of the monthly reports is for Contractor, County and the Indigent Defense Office to accurately account for Contract services. Reports shall be submitted electronically.

(f) Contractor shall report Case Dispositions monthly on a form provided by the County, or as

otherwise agreed. The first report shall be due no later than close-of-business April 3, 2017. Subsequent reports are due monthly thereafter, not later than the second judicial day of each month. The purpose of the monthly reports is for Contractor, County and the Indigent Defense Office to accurately account for Contract services. Reports shall be submitted electronically.

(g) At least annually, Contractor shall report the number and type of indigent defense contracts other than for Clark County and non-public defense legal services provided by Contractor's Attorney, including the number and types of private cases, on a form provided by the County, or as otherwise agreed. RCW 10.101.050. Reports shall be submitted electronically.

(h) Contractor shall use on-line case reporting tools as implemented by County.

(i) Contractor shall have Internet access, voice mail, answering machine or an answering service, and an e-mail address for Contractor's Attorney and any staff available to the County, including the Indigent Defense Office employees, judges, court administration and staff, and prosecutors.

(j) Contractor's Attorney shall maintain an office within 10 miles of the Clark County courthouse.

(k) Contractor and Contractor's Attorney shall maintain sufficient staff and resources to ensure timely court appearances, meetings and communication in order for Contractor's Attorney to perform contract services.

(l) Contractor shall retain Clark County indigent defense client files at least seven years after the judgment in the case is filed.

(m) Once each year, Contractor's Attorney shall attend a Continuing Legal Education (CLE) seminar or training approved by the Washington State Office of Public Defense; e.g., a CLE sponsored by the Clark County Indigent Defense Office, Washington Defender Association or Washington Association of Criminal Defense Lawyers. The Indigent Defense Office may request documentation of such attendance. RCW 10.101.050 and RCW 10.101.060.

(n) Contractor's Attorney shall complete seven hours of continuing legal education within each calendar year in courses relating to Contract Attorney's public defense practice. Standard 14.1.G, *Standards for Indigent Defense*.

(o) Contractor and Contractor's Attorney shall comply with all federal, state and local laws, regulations, and ordinances applicable to the services performed under this Contract. Such laws include, but are not limited to, those pertaining to tax liability, workers compensation and independent contractor status.

(p) Contractor and Contractor's Attorney shall comply with all federal, state and local non-discrimination laws and requirements.

#### **4. Mutual Duties and Agreements.**

(a) Periodic Reviews. Contractor's Attorney and the Indigent Defense Office will periodically review the number and case types of appointments to Contractor's Attorney and all contractors. If a review shows that there is a substantial disparity in the appointment rate, the Indigent Defense Office shall notify the court and the contractors that appointment rates must be adjusted, to the extent total cases are available.

(b) Requests for "Increased Compensation" – Extraordinary Case. Contractor's Attorney may request, in writing, that Contractor be compensated an increased amount for a case of extraordinary complexity or time commitment. Requests will be considered by the Indigent Defense Office on a case-by-case basis. The decision of the office is final.

(c) County, Contractor and Contractor's Attorney may mutually agree in writing to modify, suspend or terminate this Contract at any time. Unless otherwise agreed in writing, modification, suspension, termination or expiration of this Contract shall not affect any existing obligation or liability of any party.

#### **5. Base Compensation, Additional Compensation, Overage or Shortage, Case/ Point Equivalencies, Withdrawal, Trials, New Charges, Severance and Reappointments.**

(a) Base Compensation and Additional Compensation. Contractor, Contractor's Attorney and County agree that the "base" compensation set out in Section 2 of this Contract is based on an anticipated number of case appointments that equal the total number of felony points set forth in paragraph 3(a), valued at the Class C felony "base rate." Contractor shall be entitled to "additional compensation" for limited case types and trial per diem, based on the amounts listed below in paragraphs 5(d) and 5(f).

(b) Overage or Shortage. Contractor shall be paid at the "base rate" for each partial or full point assigned to Contractor's Attorney over and above the contracted number of points. Contractor or Contractor's



Attorney shall be responsible to the County for repayment of any amount not earned during a calendar year, including any shortage in assigned points and any loss of point credit or additional compensation for withdrawal from a case.

(c) “Points.” One “point” is valued at \$800. The following point equivalencies apply to each appointment of a case to Contractor.

<b><u>Case Type</u></b>	<b><u>Point Equivalency</u></b>
New Felony Appointment (Class A, B or C)	1
Exonerated Case	0.25
Probation Violation *	0.333 *
Fugitive/Extradition **	0.333
Material Witness appointments; Post-Judgment Matters, including Motions to Withdraw Guilty Plea (if court appoints Contractor) or Resentencing (following appellate remand); conditional release court hearings pursuant to RCW 10.77.150; and Diversion or Sentencing Alternative Revocation appointments made more than 365 days from counsel’s original appointment or for counsel who did not previously represent defendant	0.5 total for all cases appointed the same date

\* “Probation Violation” is any proceeding post-Judgment & Sentence in which a violation of sentence or sentence conditions is alleged, except Alternative Sentence Revocation hearings (e.g., SSOSA). Maximum of two-thirds point for multiple probation violation cases involving substantially the same alleged violations.

\*\* Fugitive/Extradition: Contractor may request “Increased Compensation” under Section 4. (b), if appointed by the court to represent a client seeking *habeas corpus*.

(d) “Additional Compensation” for Certain New Felony Case Appointments. The following amounts will be paid as “additional compensation” to Contractor. The highest level felony on the charging document controls the amount of compensation.

<b>Felony Type</b>	<b>Value</b>	<b>Additional Compensation</b>
<b>Non-Sex Offense Felonies</b>		
Class A Non-Sex Offense	\$1,500	<b>\$700</b>
Class B Non-Sex Offense	\$1,000	<b>\$200</b>
Class C Non-Sex Offense	\$800	<b>\$0</b>
<b>Sex Offense Felonies</b>		
Class A Sex Offense	\$2,250	<b>\$1,450</b>
Class B Sex Offense	\$1,500	<b>\$700</b>
Class C Sex Offense	\$800	<b>\$0</b>

(e) Withdrawal. If, due to a conflict of interest or other reason such as a client retains other counsel, Contractor’s Attorney is permitted by the Court to withdraw from a case, the following point

adjustment applies.

<b>Withdrawal Time Frame</b>	<b>Point LOSS</b>
Withdrawal <b>within 30 days</b> of appointment	0.75
Withdrawal <b>between 31 and 60 days</b> of appointment	0.5
Withdrawal <b>after 60 days</b> of appointment	None

In addition, any “additional compensation” paid by County to Contractor for a case in which counsel withdraws within 30 days of appointment will be re-credited or re-paid to the County.

(f) “Additional Compensation” for Trials.

- i. Jury Trials: \$600 per full day of jury trial, excluding jury deliberations, will be paid as additional compensation to Contractor in one-half day increments. Jury deliberation time is limited to a total of one-half day, absent extraordinary circumstances. A jury trial begins with *voir dire* and ends with a verdict, plea, dismissal or declaration of a mistrial.
- ii. Bench Trials: \$300 total. Contractor may request “increased compensation” by submitting a written request to the Indigent Defense Office. The decision of the office is final.

(g) “Bail Jumping.” The addition of a “bail jumping” charge to the original Information is not an additional case or felony point credit. The filing of a new Information charging bail jumping alleged to have occurred on a client’s pending case is not an additional case or felony point credit.

(h) New Crime. If a client is charged with a new crime and that crime is added to an existing Information, an additional point shall be credited only if the court grants Contractor’s Attorney’s motion to sever or the new charge does not meet the criteria for joinder under CrR 4.3(a). The burden is on Contractor’s Attorney to show that the new charge does not meet the criteria for joinder under CrR 4.3(a).

(i) Severance of Charges. An additional point shall be credited and additional compensation paid if the court grants Contractor’s Attorney’s motion to sever charges in a case or Contractor’s Attorney otherwise shows one or more charges do not meet the criteria for joinder under CrR 4.3(a). The burden is on Contractor’s Attorney to show that the criminal charges do not meet the criteria for joinder under CrR 4.3(a).

(j) Reappointment Following Issuance of Warrant. Reappointment to represent a client, who has

failed to appear and where a warrant has been issued, on the same cause number results in a credit of an additional point only if the reappointment occurs 180 days or more after the issuance of the warrant. No “additional compensation” will be paid for a reappointment, except for trial fees.

6. **Limitations on Case Assignments and Representation.** Contractor’s Attorney’s Class A sex offense cases shall not exceed ten percent of Contractor’s annualized contract caseload, without written agreement otherwise. Other limitations: Contractor’s Attorney shall not accept appointment to cases other than Class B and C non-violent and non-sex offense cases until Contractor’s Attorney otherwise qualifies under the *Standards*.

7. **Liability Insurance.** Contractor and Contractor’s Attorney shall ensure Contractor’s Attorney is covered by professional liability (malpractice) insurance at all times during the term of this Contract and during any completion of cases after expiration or termination of this Contract. Professional liability insurance coverage shall be in the minimum amount of \$500,000 per incident and \$1,000,000 aggregate for Contractor’s Attorney. Contractor and Contractor’s Attorney are solely responsible, and shall hold the County harmless, for any and all liability arising from the representation of clients as outlined in this Contract. Unless Contractor’s Attorney has current proof of insurance on file with the Indigent Defense Office, Contractor’s Attorney shall provide proof of insurance for Contractor’s Attorney to the office by April 3, 2017 or the date this Contract is fully executed, whichever occurs last, and upon each renewal of insurance coverage. Contractor’s Attorney shall notify the Indigent Defense Office within five (5) days, if Contractor’s Attorney’s insurance coverage lapses.

8. **Non-Assignment or Subcontract.** Neither Contractor nor Contractor’s Attorney shall assign or subcontract this Contract or any rights or duties hereunder, absent prior written approval, which may be withheld at County’s sole discretion.

9. **Funding Modification, Suspension or Termination.**

(a) Payments under this Contract are subject to the availability of funds. The County may propose to modify, suspend or terminate this Contract if the County reasonably believes that funds will not be sufficient to pay anticipated costs of indigent defense contracts.

(b) If the Indigent Defense Office reasonably believes that funds will not be sufficient to pay anticipated costs of indigent defense contracts, the Property & Indigent Defense Manager shall seek additional funds from the Board of County Councilors if possible, before modifying, suspending or terminating this Contract.

(c) If sufficient funds are not available, the County shall first seek to modify the Contract. In negotiating any modification, the parties will consider both cost and the level of representation that meets minimum allowable professional standards. The County may suspend or terminate the Contract if the parties cannot agree to modification.

(d) County shall ensure sufficient funds are available to pay Contractor for any potential trials, “additional compensation” for clients appointed to Contractor’s Attorney, and any overage of points not previously compensated, prior to any modification, suspension or termination of this Contract.

**10. Modification, Suspension or Termination Due to Legislative Action or Court**

**Interpretation.** County may modify, suspend or terminate this Contract due to amendments to or court interpretations of state statutes or constitutional provisions that make some or all contract services ineligible for county funding.

**11. Contract Modification, Suspension or Termination by County for Cause.** Upon proper notice, this Contract may be modified, suspended or terminated by the County, if the County determines Contractor or Contractor’s Attorney is not in compliance with the terms of this Contract. County may modify, suspend or terminate this Contract for cause for reasons including, but not limited to, the following:

(a) automatic termination, with no notice required, upon suspension or revocation of Contractor’s Attorney’s license to practice law in Washington state;

(b) Contractor’s Attorney’s unprofessional or unethical conduct, as determined by the Washington State Bar Association;

(c) Contractor’s Attorney’s failure to attend, or untimely attendance at, hearings or other case-related proceedings;

(d) Contractor’s Attorney’s failure to abide by a court order, applicable statutes, Washington

Supreme Court *Standards for Indigent Defense*, court rules, or the terms of this Contract;

(e) any material breach of this Contract by Contractor or Contractor's Attorney, including material misuse of contract funds;

(f) disciplinary action against Contractor's Attorney's legal or other professional license or Contractor's Attorney's conviction of a crime in any jurisdiction when the disciplinary action or conviction implicates Contractor's Attorney's honesty, trustworthiness, or competence to practice law, or is otherwise related to the practice of indigent defense;

(g) Contractor's Attorney's use of alcohol or controlled substances during court proceedings or in a manner impairing competent performance;

(h) Contractor's Attorney's demonstrated continued inability to adequately serve the interests of its contract clients;

(i) Contractor's Attorney's willful or habitual failure to abide by minimum standards of performance and rules of professional ethics; and

(j) other cause or circumstance which has substantially impaired Contractor's Attorney's ability to provide adequate legal services under this Contract or fulfill the obligations of this Contract.

Except for immediate and automatic termination upon license suspension or revocation, the County shall, pursuant to Section 13, first provide Contractor's Attorney with written notice of its intent to modify, suspend or terminate the Contract and include the basis or bases for modification, suspension or termination and expected corrections, if any, in writing. The County may modify, suspend or terminate the Contract if the remedial actions of Contractor's Attorney are not deemed adequate by the County or if there is no remedial action deemed sufficient by the County. At the sole discretion of the County, cases already assigned to Contractor's Attorney may be reassigned, or Contractor's Attorney shall be responsible for the completion of all cases previously assigned. When Contractor's Attorney receives the County's notice of modification, suspension or termination for cause, Contractor's Attorney shall not accept any additional cases under this Contract, unless the County otherwise agrees in writing.

12. **Contract Modification, Suspension or Termination by Contractor.** Upon proper notice,

Contractor/Contractor's Attorney may terminate this Contract for cause should the County materially breach any duty or obligation under this Contract. Contractor/Contractor's Attorney may seek to modify, suspend or terminate this Contract for reasons other than material breach, upon proper notice to the County.

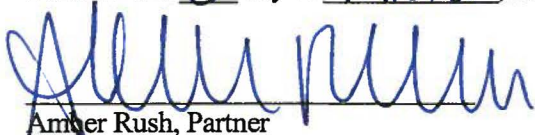
13. **Notice of Contract Modification, Suspension or Termination.** A notice to modify, suspend or terminate this Contract shall:

- (a) be in writing;
- (b) state the reasons therefor and may specify expected corrections, if any, to avoid the modification, suspension, or termination;
- (c) become effective immediately for license suspension or revocation and otherwise, not less than seven (7) days from delivery of the notice by certified mail or in person for modification, suspension or termination for cause; and
- (d) become effective not less than thirty (30) days from delivery by certified mail or in person for non-willful breach or for reasons other than those stated in Section 11 (b)-(k).

14. **County Not Obligated to Third Parties.** The County shall not be liable to any person or entity other than Contractor or Contractor's Attorney because of this Contract. Contractor and Contractor's Attorney agree to hold the County harmless and to defend any action arising against the County because of the alleged negligent, reckless or intentional misconduct of Contractor or Contractor's Attorney, or Contractor's or Contractor's Attorney's employees, independent contractors or agents. In the event of a claim, County shall promptly tender defense of said claim to Contractor/Contractor's Attorney.

15. **Integration Clause.** This Contract constitutes the entire agreement between County, Contractor and Contractor's Attorney. No other promises or obligations either implied or express have been made relative to this Contract.

DATED this 8 day of March, 2017

  
Amber Rush, Partner  
NAVIGATE LAW GROUP, PLLC



Elijah T. Marchbanks, Partner  
NAVIGATE LAW GROUP, PLLC

CLARK COUNTY



By: Mark McCauley  
County Manager

Approved as to form only:

Anthony F. Golik

Clark County Prosecuting Attorney



By: Christine Cook  
Senior Deputy Prosecuting Attorney