

**City of Carson City
Agenda Report**

Date Submitted: Dec. 28, 2010

Agenda Date Requested: 1-6-2011
Time Requested: 5 min

To: Board of Supervisors

From: Alan Glover

Subject Title: Action to adopt a resolution approving an Interlocal Agreement by and between Carson City and Storey County for the services of the Carson City Public Guardian. (Alan Glover).

Staff Summary: The Interlocal Agreement provides that Carson City will provide guardianship services to Storey County through the Carson City Public Guardian and in return Storey County will pay Carson City \$15,000 a year.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to adopt Resolution No. _____ approving an Interlocal Agreement between Carson City and Storey County for the services of the Carson City Public Guardian.

Explanation for Recommended Board Action: State law requires each county to have a public guardian. Storey County has very few adult wards, one at present, and it would be a better use of government resources for Carson City to provide guardianship services. .

Applicable Statue, Code, Policy, Rule or Regulation: NRS 277.180, NRS 253.150

Fiscal Impact: \$15,000

Explanation of Impact: These are fund to come to Carson City

Funding Source: Storey County

Alternatives:

Supporting Material:

Prepared By: Alan Glover

Reviewed By: _____ **Date:** _____

(Department Head)

(City Manager)

(District Attorney)

(Finance Director)

Date: 12/28/10

Date: 12/28/10

Date: 12/28/10

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

INTERLOCAL AGREEMENT BETWEEN
CARSON CITY AND STOREY COUNTY
FOR PUBLIC GUARDIAN SERVICES

This Interlocal Agreement is entered into between Carson City, a consolidated municipality and political subdivision of the state of Nevada, by and through its duly constituted Board of Supervisors, and Storey County, a political subdivision of the state of Nevada, by and through its duly constituted Board of Commissioners:

WHEREAS, the parties are authorized by NRS 277.180 to enter into contracts to perform any governmental service, activity or undertaking which any one or more of the agencies are authorized by law to perform; and

WHEREAS, each of the parties is a public agency under NRS 277.100(1)(a); and

WHEREAS, NRS 277.180 authorizes a public agency to enter into an interlocal contract for the purposes set forth herein; and

WHEREAS, Storey County currently does not have a Public Guardian; and

WHEREAS, all counties are mandated to have a Public Guardian;

WHEREAS, NRS 253.150, as amended, authorizes a county to enter into a contract with a neighboring county in the same judicial district to designate as public guardian the public guardian of the neighboring county;

WHEREAS, Carson City and Storey County are within the First Judicial District; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, Carson City and Storey County hereby agree as follows:

1. The Carson City Public Guardian shall be designated as the Public Guardian for Storey County, and shall serve as the Guardian in all cases in Storey County in which appointing the Public Guardian is warranted..
2. Storey County shall pay to Carson City, for Carson City's Public Guardian services, the amount of Fifteen Thousand Dollars (\$15,000.00) annually.
3. Any and all fees up to the amount of Fifteen Thousand Dollars (\$15,000.00) collected annually by Carson City in Storey County Public Guardian cases shall be paid to Storey County. Said funds shall be utilized to reimburse Storey County for the amount paid to Carson City pursuant to paragraph 2 of this Agreement.

4. Any and all fees over the amount of Fifteen Thousand Dollars (\$15,000.00) collected annually by Carson City in Storey County Public Guardian cases shall be retained by Carson City as compensation for providing Public Guardian services to Storey County.

5. Storey County shall additionally pay to Carson City the amount of One Thousand Five Hundred Dollars (\$1,500.00) annually for mileage incurred by Carson City in providing services to Storey County Public Guardian cases. After the first year of this Agreement, the amount to be paid pursuant to this paragraph is subject to annual review based upon any increases in cost of vehicle fuel and agreement of the parties. Any money paid by Storey County to Carson City pursuant to this paragraph is not subject to reimbursement to Storey County through the collection of fees by Carson City in Storey County Public Guardian cases.

6. The term of this Agreement shall commence on the date of execution and continue in full force and effect for a period of one (1) year, and may be renewed upon approval by all parties.

7. This Agreement may be terminated by either party, provided that a termination shall not be effective until 120 days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason finding ability to satisfy this Agreement is withdrawn, limited or impaired.

8. Any notice given by one party to another must be sent by first class mail, postage prepaid to the following addresses, and is deemed effective upon placement in the United States Mail:

For Carson City:

City Manager, 201 North Carson Street #2, Carson City, Nevada 89701

For Storey County:

Board of Storey County Commissioners, PO Box 176, Storey, Nevada 89440

9. 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.

10. a. To the fullest extent of limited liability as set forth in paragraph (9) of this Agreement, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual

notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

11. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, 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 Agreement after the intervening cause ceases.

12. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement 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 Agreement unenforceable.

13. 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.

14. 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 Agreement.

15. a. The parties hereto present and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in Section 4.

b. The parties are associated with each other only for the purpose and to the extent set forth in this Agreement, and in respect to performance of services and payment of costs pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed 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.

16. This Agreement 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 jurisdiction of the Nevada district courts for enforcement of this Agreement.

17. This Agreement constitutes the entire Agreement of the parties and 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

Dated this ____ day of _____, 2010.

By: _____
Robert L. Crowell, Mayor

Attest:

| _____
Alan Glover, Clerk-Recorder

APPROVED AS TO FORM:

Neil A. Rombardo, District Attorney
By: Deputy District Attorney

By: _____
Storey County Board of Commissioner

Attest:

| _____
Storey County Clerk

APPROVED AS TO FORM:

Storey County District Attorney