



## STAFF REPORT

**Report To:** Board of Supervisors **Meeting Date:** August 15, 2019

**Staff Contact:** Nancy Paulson

**Agenda Title:** For Possible Action: Discussion and possible action regarding an interlocal agreement between Storey County and Carson City for the City to provide public guardian services to Storey County, for which Storey County will pay the City a rate of \$150 per hour for services rendered in addition to mileage reimbursement at the IRS rate. (Nancy Paulson, npaulson@carson.org)

Staff Summary: Storey County does not have a public guardian. This agreement would allow the Carson City Public Guardian to act as public guardian on behalf of Storey County pursuant to NRS Chapter 159 for any protected person who meets the legal requirements for guardianship under Storey County if Storey County had its own public guardian office.

**Agenda Action:** Formal Action / Motion **Time Requested:** 10 minutes

### Proposed Motion

I move to approve the interlocal agreement as proposed.

### Board's Strategic Goal

Quality of Life

### Previous Action

N/A

### Background/Issues & Analysis

NRS 253.150(1) requires all counties to have a Public Guardian and NRS 253.150(2)(e) authorizes a county to contract with a neighboring county in the same judicial district to designate as public guardian the public guardian of the neighboring county. Storey County and Carson City are both within the First Judicial District and had previously entered into an interlocal agreement which is now expired. Storey County has had very few cases over the years and therefore this agreement should not have a significant impact on the Carson City Public Guardian's Office.

Storey County has approved the interlocal agreement and has requested approval by the Carson City Board of Supervisors. Additionally, the Storey County District Attorney has entered into an agreement with the Carson City District Attorney to appoint a Carson City District Attorney with experience in guardianship matters as a special prosecutor for Storey County to handle any Storey County Public Guardian matters with reimbursement for the deputy district attorney's time.

Storey County currently has no pending guardianship cases.

### Applicable Statute, Code, Policy, Rule or Regulation

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** 1011080-437052 General Fund / Storey County / Public Guardian Fees

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** Storey County will pay for the services of the Carson City Public Guardian, including deputies and staff, at the rate of \$150 per hour plus mileage reimbursement at the IRS rate.

**Alternatives**

Do not approve the Interlocal Agreement and provide alternative direction to staff.

**Attachments:**

[Storey County - Interlocal Agt re Pub Guardian.pdf](#)

**Board Action Taken:**

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____

\_\_\_\_\_  
(Vote Recorded By)

INTERLOCAL AGREEMENT BETWEEN STOREY COUNTY AND CARSON CITY  
TO PROVIDE PUBLIC GUARDIAN SERVICES

This Agreement is made by and between Storey County, a political subdivision of the state of Nevada, and Carson City, a consolidated municipality and political subdivision of the state of Nevada:

RECITALS

WHEREAS Storey County and Carson City are public agencies under NRS 277.100; and  
WHEREAS NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS NRS 253.150(1) requires all counties to have a Public Guardian; and

WHEREAS NRS 253.150(2)(e) authorizes a county to contract with a neighboring county in the same judicial district to designate as public guardian the public guardian of the neighboring county; and

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

WHEREAS Storey County and Carson City had previously entered into an interlocal contract, but which interlocal contract has expired:

NOW, THEREFORE, in consideration of the promises and provisions contained in this Agreement and other good and valuable consideration, Storey County and Carson City do agree as follows:

1. The Carson City Public Guardian shall act as the Public Guardian for Storey County and shall be appointed as guardian pursuant to NRS Chapter 159 for any protected person who meets the requirements for the appointment of the Storey County Public Guardian.
2. Any duly appointed deputies of the Carson City Public Guardian shall have authority to act as a deputy public guardian of Storey County pursuant to NRS 253.175.
3. Storey County shall pay fees for the services of the Public Guardian, including deputies and staff, in the amount of \$150.00 per hour and mileage at the IRS rate. The Public Guardian shall account for all services provided and mileage incurred for each protected person

for whom the Public Guardian is appointed. Such accountings shall be provided to Storey County quarterly, on the 30<sup>th</sup> day of each March, June, September, and December, or the next business day if the 30<sup>th</sup> is not a business day. Storey County shall pay said fees within 30 days of receipt of the accounting.

4. The Public Guardian shall seek reimbursement for the services of the Public Guardian from the protected person's estate as provided in NRS 253.230 and NRS 253.240

5. As soon as reasonably practicable after the commencement of this Agreement, the Public Guardian shall take the oath of office and shall file with the Storey County clerk a general bond in the amount fixed by the Storey County Board of County Commissioners, pursuant to NRS 253.160, to be paid by Storey County.

6. Carson City agrees to provide notice to Storey County, within 10 days, of any change in the appointment of the Public Guardian.

7. Storey County hereby authorizes the Public Guardian to obtain assistance from the office of the district attorney of Storey County pursuant to NRS 253.215(1)(b).

8. Storey County agrees to hold harmless, indemnify, and defend Carson City from any and all losses, liabilities, claims, or expenses of any nature to the person or property of another related to any matter for which the Public Guardian is acting on behalf of Storey County pursuant to this Agreement.

9. Neither Storey County nor Carson City waives, and each intends to assert, available NRS Chapter 41 liability limitations in all cases.

10. This Agreement may be terminated upon thirty (30) day's written notice by either party.

11. The duration of this Agreement shall commence on the date of execution by all Parties and continue in full force and effect until terminated pursuant to the terms of this agreement.

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12. Any notice required under this Agreement shall be provided as follows:

For Carson City:  
City Manager  
201 North Carson Street  
Carson City, Nevada 89701

For Storey County:  
Board of Storey County Commissioners  
P.O. Box 176  
Virginia City, NV 89440

13. The Parties hereto represent 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 acts contemplated herein.

Dated this 2 day of July, 2019

Storey County Board of Commissioners

Approved as to form:

By: Marshall McBook  
Chairman

By: Anne M Langer  
District Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Carson City Board of Commissioners

Approved as to form:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Deputy District Attorney