

DOUGLAS COUNTY, NV

This is a no fee document

NO FEE

DC/PUBLIC GUARDIAN

2015-855452

01/09/2015 11:31 AM

Pgs=8

Assessor's Parcel Number: N/A

Date: JANUARY 9, 2015

Recording Requested By:

Name: CLAUDETTE S/PUBLIC GUARDIAN

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



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KAREN ELLISON, RECORDER

AGREEMENT #2015.001

(Title of Document)

FILED

NO. 2015-001

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN**

2015 JAN -8 PM 12: 14

**DOUGLAS COUNTY, NEVADA
AND**

DOUGLAS COUNTY
CLERK
BY *[Signature]* DEPUTY

**SIERRA GUARDIANS LLC
P.O. Box 1059
MINDEN, NEVADA 89423**

FOR

PUBLIC GUARDIAN SERVICES

WHEREAS, Douglas County, a political subdivision of the State of Nevada, requires the services of a public guardian; and

WHEREAS, the current Public contract expired on December 31, 2014; and

Whereas, pursuant to NRS 253.150 and Douglas County Code 2.22.020, the Board of Commissioners (hereinafter Board) may appoint a public guardian who serves at the pleasure of the Board for a term of four years from the date of appointment; and

WHEREAS, the Board has previously appointed Sierra Guardians LLC (hereinafter Public Guardian) to serve as Public Guardian for Douglas County, and;

WHEREAS, NRS 253.150(3) requires that compensation of an appointed or designated public guardian be fixed by resolution by the Board and be paid out of the County's General Fund; and

Whereas, the Board has set the compensation for FY 2014-2015 for the Public Guardian in Resolution No. 2014R-037; and

WHEREAS the relationship had by the Public Guardian with the County shall be that of an independent contractor and that no provision of this Agreement is intended to create any relationship by the County with the Public Guardian as that of a county employee; and

WHEREAS, it is necessary, desirable and in the best interests of Douglas County to specify the terms of compensation and duties for the Public Guardian.

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF AGREEMENT. This Agreement shall be effective during the period of the appointment of the Public Guardian, which will commence on January 1, 2015, and continue through December 31, 2019, unless terminated earlier or extended by a subsequent appointment by the Board.

2. WORK TO BE PERFORMED. The Public Guardian will perform the duties of public guardian as set forth in NRS 253.150 through 253.250 as well as Chapter 2.22 of the Douglas County Code, as well as following the directions and orders of the Ninth Judicial District Court Judges. The Public Guardian shall be responsible for providing all necessary equipment to carry out the duties of Public Guardian, including but not limited to a vehicle, computer and office supplies. If there is office space available within a County building, the Public Guardian may use that office without charge. However, the County is under no obligation to provide office space to the Public Guardian. The Public Guardian is solely responsible for obtaining and paying for any training or licensing requirements necessary to fulfill the duties of public guardian. The Public Guardian will not be supervised by the County and will not be compensated based on hours worked.

3. PAYMENT FOR SERVICES. Compensation under this Agreement shall set forth through yearly resolutions. Reimbursement for costs as authorized by NRS Chapter 253 and Douglas County Code Chapter 2.22 shall be submitted on an invoice monthly for payment. The Public Guardian will be entitled to keep those fees as awarded by the Court, but must specifically report those in her annual report. The compensation set for the Public Guardian must be reviewed annually as part of the budget process for the County's General Fund conducted in accord with the Local Government Budget Act and the compensation may be amended from time to time as required by virtue of the review and establishment of the budget for the County's General Fund.

4. INDEPENDENT CONTRACTOR STATUS. The parties agree that Public Guardian shall have the status of and shall perform all work under this agreement as an independent contractor. The parties also agree that this agreement incorporates and applies the provisions of NRS 333.700, as necessarily adapted, to the parties, including that Public Guardian is not a County employee and that there shall be:

- (1) No withholding of income taxes by the County;
- (2) No industrial insurance coverage provided by the County;
- (3) No participation in group insurance plans which may be available to employees of the County;
- (4) No participation or contributions by either the independent Public Guardian or the County to the public employee's retirement system;
- (5) No accumulation of vacation leave or sick leave provided by the County;
- (6) No unemployment compensation coverage provided by the County; and
- (7) The Public Guardian is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

5. INDUSTRIAL INSURANCE.

a. Public Guardian further agrees, as a precondition to the performance of any work under her appointment and as a precondition to any obligation of the County to make any payment under this appointment and in accordance with NRS §616B.627, to provide the County with the following written statement from a qualified insurer to the County that states the following:

Sierra Guardians LLC has entered into an appointment with Douglas County to perform public guardian duties from January 1, 2015 to December 31, 2019, and is in compliance with the provisions of NRS Chapters 616A to 616D, inclusive. Attached is a certificate of that coverage. Any lapse in coverage or nonpayment of coverage that the Public Guardian is required to maintain shall be reported to the County by the qualified insurer. The certificate and notice should be mailed to:

*Douglas County Manager
Post Office Box 218
Minden, Nevada 89423*

Public Guardian agrees to maintain required workers compensation coverage throughout the entire term of the appointment. If Public Guardian does not maintain coverage throughout the entire term of the appointment, the Public Guardian must immediately notify the County. The County Manager must immediately order the Public Guardian to stop work until coverage is provided or the Board terminates the appointment. There will be no compensation provided to the Public Guardian during the time the coverage is not provided or has lapsed.

b. Public Guardian may, in lieu of furnishing a certificate of coverage, provide an affidavit indicating that she is a sole proprietor and that:

- (1) In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
- (2) Is otherwise in compliance with those terms, conditions and provisions.

6. TERMINATION OF APPOINTMENT. The Board of County Commissioners may revoke the Public Guardian's appointment at any time without cause. If the Public Guardian desires to end her appointment as Public Guardian, she must give the Board written notice provided that such termination shall not be effective for sixty (60) days unless the Board agrees to a shorter timeframe. All monies due and owing up to the point of termination shall be paid by the County.

7. OTHER EMPLOYMENT. The Public Guardian shall not obtain other employment that would conflict legally or ethically with her duties as Public Guardian. However, this section does not restrict the Public Guardian from accepting private guardianships or

other contracts that are not in conflict with her duties as Douglas County Public Guardian.

8. BOND AND OATH. Upon taking office, the Public Guardian must file with the County Clerk-Treasurer a general bond in the amount of \$100,000 payable to the State of Nevada with sureties approved by the Board. The premium of the bond shall be paid from the County General Fund and be conditioned on the Public Guardian's faithful performance of her duties. The Guardian shall also provide an oath of office as required by NRS 253.160.

9. CONFIDENTIALITY. This Agreement contemplates that the Public Guardian will have confidential information made known to her which is not known to the general public. Guardian is under a duty to retain confidential information disclosed by clients, subject only to disclosure as authorized by the client or by court order, court rule or state or federal law.

10. INDEMNITY. Guardian agrees, subject to her bond, to faithfully discharge the duties of the office of Public Guardian. County agrees to indemnify and hold harmless the Public Guardian, her agents and employees, harmless from any and all claims, causes of action, or liability relating to the performance of this Agreement when Guardian is acting in good faith and within the scope of authority under this Agreement. County is not liable for any and all claims, causes of action or liability caused by the misconduct of the Public Guardian, including, without limitation, misfeasance, malfeasance, or illegality.

11. CONSTRUCTION OF AGREEMENT. This agreement shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this agreement shall be resolved by binding arbitration, with an arbiter selected from a list maintained by the Nevada Supreme Court of senior/retired district court judges, with both parties to pay their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS. Public Guardian shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this agreement, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

13. ASSIGNMENT. Public Guardian shall not assign any rights or obligations or duties under this appointment and agreement, but may employ subordinates or deputies with prior approval by the Board and pursuant to NRS Chapter 253 and Douglas County Code Chapter 2.22.

14. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Public Guardian related to this appointment shall be subject to inspection,

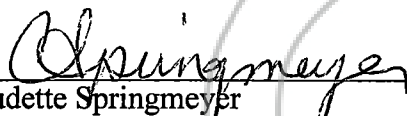
examination and audit by the County, State and Federal authorities or any authorized representative of those entities.

15. PUBLIC RECORDS LAW. Public Guardian expressly agrees that all documents ever submitted, filed, or deposited with the County by Public Guardian unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 239.030, or any governmental entity. Furthermore, all records of the Public Guardian shall be immediately turned over to County upon termination of the Public Guardian's appointment.

16. LLC STATUS. Any changes to Sierra Guardians LLC must be approved by the County, and any change in ownership or officers automatically terminates this Contract.

17. MODIFICATION OF AGREEMENT. This agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties.

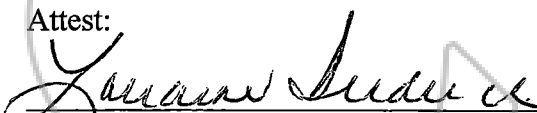
IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Serving as Public Guardian for Douglas County to be signed and intend to be legally bound thereby.



Claudette Springmeyer
On behalf of Sierra Guardians LLC
1/5/15
(date)



Chair
Douglas County Board of Commissioners
1/5/15
(date)

Attest:


Clerk of the Board
1/5/15
(date)

Resolution No. 2014R-037

A RESOLUTION AMENDING THE COMPENSATION FOR THE PUBLIC GUARDIAN

WHEREAS, Douglas County Code Section 2.22.030 requires the Board of County Commissioners to fix the compensation of the public guardian by resolution; and

WHEREAS, the Board of County Commissioners has reviewed the compensation for Sierra Guardians LLC as a part of the budget process for fiscal year 2014-2015.

NOW THEREFORE, BE IT RESOLVED by the Douglas County Board of Commissioners:

- 1. To pay the Public Guardian compensation during the fiscal year 2014-2015 in the amount of \$49,992, payable in 12 equal monthly installments; and such compensation will continue until reviewed by the Board as part of future budgets; and
2. To pay the Public Guardian compensation for a part-time employee during the fiscal year 2014-2015 in the amount of \$18,096, payable in monthly installments of \$1,300 for the months of July 2014-December 2014 and \$1,716 for the months of January 2015-December 2015; and such compensation will continue until reviewed by the Board as part of future budgets; and
3. This resolution is effective starting July 1, 2014.

Adopted this 5th day of June 2014 by the following vote:

VOTE:

Ayes Commissioners:

Barry Penzel
Doug N. Johnson
Lee Bonner
Greg Lynn
Nancy McDermid

Nays Commissioners:

None

Absent Commissioners:

None

Doug N. Johnson, Chairman
Douglas County Board of Commissioners

ATTEST:

Ted Thran

Ted Thran
Douglas County Clerk

BY: [Signature]
CLERK TO THE BOARD

COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

9th day of Jan, 2015

By: [Signature] Deputy

