2019-JUL -9 AM 10: 04 1 2 3 4 5 IN THE 2nd JUDICIAL DISTRICT OF THE STATE OF NEVADA 6 7 IN AND FOR THE COUNTY OF WASHOE 8 WASHOE COUNTY PUBLIC GUARDIAN'S GENERAL ACKNOWLEDGMENT OF DUTIES AND RESPONSIBILITIES UNDER NRS 159.073 9 I, TRACEY BOWLES, Washoe County Public Guardian, hereby 10 declare that I understand there are certain duties and 11 responsibilities required of me in the administration of 12 13 guardianships. I understand my guardianship duties and responsibilities include, but are not limited to, the following: 14 Duties and Functions. I. 15 I hereby acknowledge and understand that the duties and 16 functions of a Guardian are as follows: 17 □ To protect, preserve, and manage the Protected Person's 18 estate according to the laws and in the best interest of 19 the Protected Person. 20 □ To supply the Protected Person with proper care, 21 including food, shelter, clothing, and necessities; 22 maintenance; support; and education, including training 23 for a profession if applicable. 24 25 // 26 11 -1-

□ To supply the Protected Person with surgical, dental, 1 2 psychiatric, psychological, hygienic, or other care and 3 treatment as needed. Investing and Managing Protected Person's Estate. 4 II. I hereby acknowledge and understand that the following 5 rules govern the manner in which the Protected Person's property 6 7 shall be managed and invested: □ When establishing bank accounts or holding property on 8 behalf of the Protected Person, title designations shall 9 read: "Tracey Bowles, Washoe County Public Guardian, 10 11 guardian of the estate of (name of Protected Person)" or "Guardianship of the estate of (name of Protected 12 Person)." 13 □ The Guardian may not utilize any guardianship funds for 14 15 his/her personal benefit or commingle guardianship funds with his/her own funds. 16 □ The Guardian shall not place the guardianship funds in 17 joint tenancy. 18 19 The Guardian may, without prior approval of the Court, place guardianship funds from different individual 20 Protected Persons into one dedicated-collective account. 21 □ The Guardian may, without prior approval of the Court, 22 23 retain funds for the anticipated expense of an individual Protected Person's funeral and disposal of remains, and 24 place funds so retained in a pooled account or trust. 25 26 //

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1 □ The Guardian may, without prior approval of the Court, invest the Protected Person's funds in an FDIC or FSLIC 2 3 insured savings account in any bank, credit union, or savings and loan institution in the State of Nevada; 4 5 interest bearing obligations of or guaranteed by the United States or the United States Postal Service; or 6 7 interest bearing general obligations of any county, city, or school district in Nevada, the State of Nevada, or 8 9 Federal National Mortgage Association; or any money market mutual funds which are invested only in those 10 11 instruments described in this paragraph. 12 III. Court Authority. 13 I hereby acknowledge and understand that Court authority must be obtained prior to: 14 15 □ Investing the Protected Person's assets in any manner 16 other than those outlined in Section II above. 17 □ Continuing a business of a Protected Person. □ Borrowing money for the Protected Person. 18 19 Entering into contracts or completing the performance of 20 contracts for the Protected Person. 21 □ Making gifts from the Protected Person's estate or making expenditures for the Protected Person's relatives. 22 23 □ Selling, leasing, placing into trust, or surrendering any 24 property of the Protected Person. Exchanging or partitioning the Protected Person's 25 26 property. -3-

1	Authorizing extraordinary or experimental medical or
2	dental treatment.
3	$\Box$ Exercising or releasing the power of the Protected Person
4	as donee of a power of appointment.
5	$\Box$ Changing the state of residence of or domicile of the
6	Protected Person.
7	$\Box$ Making expenditures on behalf of the Protected Person for
8	purposes other than providing the Protected Person with
9	food, clothing, shelter, and other incidental
10	necessities.
11	$\Box$ Making or changing the designation of a beneficiary in a
12	will, trust, insurance policy, bank account, or any other
13	type of asset of the Protected Person which includes a
14	designation of beneficiary, except as permitted by
15	NRS159.078.
16	$\Box$ Exercising the right of the Protected Person to revoke or
17	modify a revocable trust or to surrender the right to
18	revoke or modify a revocable trust.
19	$\Box$ Releasing the power of the Protected Person as trustee,
20	personal representative, or custodian for a minor or
21	guardian.
22	$\Box$ Exercising the right of the Protected Person to take
. 23	under or against a will.
24	IV. Collection of Important Papers.
25	I hereby acknowledge and understand that I shall secure
26	originals, when available, or copies of the following documents:
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1	□ Any contract executed by the Protected Person.
2	□ Any power of attorney for the Protected Person.
3	□ Any estate planning documents.
4	□ Any revocable or irrevocable trust in which the Protected
5	person has a vested interest as a beneficiary.
6	□ Any writing depicting a present or future vested interest
7	in any real or intangible property.
8	V. Miscellaneous.
9	I hereby acknowledge and understand that in addition to the
10	performance of the duties outlined above, the following will be
11	required of me:
12	$\Box$ Filing of an Order Appointing Guardian within ten (10)
13	days of appointment as Guardian.
14	□ Filing a Notice of Entry of Order Appointing Guardian
15	within two (2) days of the filing with the Court of the
16	Order Appointing Guardian. This Notice of Entry of Order
17	Appointing Guardian must be mailed to all individuals
18	entitled to notice.
19	$\Box$ If the Court Order required assets be placed into a
20	blocked account, I shall place the assets into a blocked
21	account prior to issuance of the General Letters of
22	Guardianship by the Clerk of Court, or as soon as
23	practicable thereafter.
24	□ Upon taking office, file with the County Clerk a general
25	bond in an amount fixed by the Board of County
26	Commissioners payable to the State of Nevada with
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sureties approved by the Board of County Commissioners. The premium for the bond shall be paid from the general funds of the County and be conditioned upon faithful performance of duties.

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## □ Filing of General Letters of Guardianship within fourteen (14) days of the filing with the Court of the Order Appointing Guardian.

□ Filing of an inventory and appraisement setting forth the 8 9 description and valuation of income and assets that 10 comprise the Protected Person's estate within sixty (60) days of appointment as Guardian of the estate of the 11 12 Protected Person. I acknowledge and understand that the 13 appraisal or valuation must be done by a disinterested appraiser, certified public accountant, or expert in 14 15 valuation, and the appraisal or valuation must be filed with the Court. If the value of an asset can be 16 determined with reasonable certainty, I understand that I 17 may file a verified record of value. 18

19 ☐ Filing a Report of Guardian every year to bring the Court 20 up to date on the health and well-being of the Protected 21 Person. The Report of Guardian must be filed within one 22 year and sixty (60) days of the anniversary date of 23 appointment as Guardian of the person of the Protected 24 Person.

## Unless Summary Administration has been granted, the filing of an Accounting every year setting forth the

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amounts received on behalf of the Protected Person, the amounts disbursed on behalf of the Protected Person, and the balance of the Protected Person's estate which the Guardian continues to hold until the guardianship is in a position to be terminated. The Accounting must be filed within one year and sixty (60) days of the anniversary of appointment as Guardian of the estate of the Protected Person and it must be set on the Court calendar for hearing and approval by the Court.

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10 □ Keeping precise and accurate records of all funds received and disbursed for the Protected Person's 11 12 benefit, along with the source of all receipts and the 13 purpose of all disbursements. I understand that this includes, but is not limited to, maintaining a separate 14 record of the interest and activity of each individual 15 16 Protected Person's quardianship funds in the dedicated-17 collective account, balancing the estate checkbooks, and ensuring that all records are clear, legible, and balance 18 with the figures referenced in all bank statements. 19

□ I understand that I must file the Protected Person's tax returns each year, if applicable.

□ I understand that I may not remove the Protected Person or his/her money from the State of Nevada without prior Court authority.

## □ I understand that I should seek the advice and assistance of an attorney if I need legal advice or do not

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understand my duties and responsibilities to ensure I remain in full compliance with the laws of the State of Nevada.

I certify that I have read and reviewed the Washoe County 4 5 Public Guardian's General Acknowledgment of Duties and Responsibilities and that I understand the terms and conditions 6 under which guardianships are to be managed. I agree to comply 7 with the rules and duties of a Guardian as set forth in the laws 8 9 of the State of Nevada. I understand that failure to comply with the guardianship statutes, or with any Order made by the 10 Court, may result in my removal as Guardian and that I may be 11 subject to such penalties as the Court may impose. 12

I declare under penalty of perjury that I have read and
understand my duties and responsibilities as outlined in the
forgoing Washoe County Public Guardian's General Acknowledgment
of Duties and Responsibilities under NRS 159.073.
Dated this <u>21<sup>St</sup></u> day of June, 2019.

> Washoe Counter Purseic buar

Washoe County Public Guardian

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