

Assessor's Parcel Number: N/A

Date: FEBRUARY 3, 2015

Recording Requested By: _____

Name: BOBBIE WILLIAMS, DIST COURT CLERK
& HELGA COTTER, FINANCE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00007430201508563850030032

KAREN ELLISON, RECORDER

BLACK JACK FEES
LETTER OF UNDERSTANDING #2015.023
(Title of Document)

FILED

NO. 2015-023

Letter of Understanding By and Between The Tahoe Justice Court, The East Fork Justice Court and the County of Douglas, State of Nevada

FEB 2 PM 3:15
DOUGLAS COUNTY
CLERK
BY [Signature] DEPUTY

This Letter of Understanding by and between the Tahoe Justice Court, the East Fork Justice Court, and the County of Douglas, State of Nevada, (the "Agreement") is entered into this 5th day of January, 2015. It is mutually agreed by and between the Justice Court of Tahoe Township and the East Fork Township Justice Court (hereinafter "Courts") and the County of Douglas, State of Nevada (hereinafter "County") as follows:

1. In addition to any fee that might be allowed or required pursuant to NRS 4.060, or that might be required by any other statute or ordinance, the Nevada Supreme Court has held, in *Blackjack Bonding Company v. City of Las Vegas*, 116 Nev. 1213 (2000), that the Constitution of the State of Nevada grants the Courts of the State of Nevada the Inherent Power to charge and collect reasonable fees related to specific purposes.
2. It is hereby agreed by and between the County and the Courts that, if the Courts validly impose any Inherent Power Fee(s) after the date of this agreement, that any Inherent Power Fees collected by the Courts shall be deposited into a separate, special account administered by the County and maintained for the benefit of the specific Court that imposed and collected the Inherent Power Fee (the "Special Accounts"). The Courts retain the power to establish, increase, decrease or abolish any Inherent Power Fees as allowed by law.
3. The money in the Special Accounts must only be used by the Courts for the purpose of maintaining the Courts' discretionary functions as outlined in the Courts' Administrative Order, attached hereto as Exhibit "A," as amended from time to time.
4. Nothing in this agreement shall be construed to apply to any fees, fines or assessments, statutory or otherwise, in existence as of the date of this agreement that flow to, or revert to, the County General Fund.
5. The monies deposited in the Special Accounts derived from Inherent Power Fees will not be used to supplant monies budgeted by the County to staff and otherwise support the operation of the Courts. Nor shall this agreement be construed to alter the County's statutory obligation to provide appropriate staffing upon the addition of any new Judicial Department or that is necessary for the reasonable operational requirements of the Courts.
6. All fees imposed by virtue of the Inherent Power of the Courts that are the subject of this agreement are payable in advance if demanded by the Courts or its Clerks, but may be waived upon the granting of a properly filed motion to Proceed *in Forma Pauperis*.

7. The Courts and its clerks shall, on or before the fifth day of each month, account for and pay to the County Treasurer all fees collected pursuant to this agreement during the preceding month.
8. This agreement may be rescinded unilaterally by either the Court or the County upon providing at least 90 days' advance written notice. Should the County rescind this agreement, the agreement shall remain in effect until the final day of the next regular session of the Nevada Legislature.
9. Any amendment to this agreement must be in writing and properly executed by all parties.

Attest:

Lorraine Baudich
Clerk to the Board

Dated: 1/5/15

County of Douglas

Doug N. Johnson
Chairperson

Dated: 1/5/15

Tahoe Justice Court

R. Glasson
Richard Glasson, Judge

Dated: 19 Dec 2014

East Fork Justice Court

Thomas E. Perkins
Thomas E. Perkins, Judge

Dated: 12/22/14

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

2nd day of February, 2015

By *Shelley K. Ketchum* Deputy

