

1 JUSTICE COURT, LAS VEGAS TOWNSHIP
2 CLARK COUNTY, NEVADA

FILED

3 2012 FEB 14 A 9 27

4 IN THE ADMINISTRATIVE MATTER
5 REGARDING ADDITIONAL FEES
6 IMPOSED BY THE LAS VEGAS
7 TOWNSHIP JUSTICE COURT

ADMINISTRATIVE ORDER 11-12
LAS VEGAS NEVADA
BY _____ DEPUTY
AMENDED

8
9 WHEREAS, in the case of Blackjack Bonding v. City of Las Vegas Municipal Court,
10 116 Nev. 1213 (2000), the Nevada Supreme Court declared that the state's courts have inherent
11 judicial powers to charge and collect reasonable fees, in addition to the fees that are enumerated
12 by statute; and

13
14
15 WHEREAS, the Las Vegas Justice Court and Clark County have entered into a Letter of
16 Understanding (attached hereto) which allows for new "inherent power" fees to be deposited into
17 separate special accounts administered by the County and maintained for the benefit of the Las
18 Vegas Justice Court; and

19
20
21 WHEREAS, the revenue generated by the new "inherent power" fees will be used for
22 the purpose of maintaining the Court's judicial departments, including, without limitation, the
23 cost for additional staff and other costs outlined in the Letter of Understanding; therefore,

24
25
26 IT IS HEREBY ORDERED that the following additional fees shall be imposed by the
27 Las Vegas Justice Court:
28

- 1 (1) For the filing of a Motion for Summary Judgment--\$15.00
2 (2) For the filing of an Application for Default Judgment in a civil action, other than in
3 small claims actions commenced pursuant to NRS Chapter 73--\$15.00
4 (3) For the non-expedited retrieval of a file from off-site storage for copies, research, or
5 any other reason--\$10.00
6 (4) For "rush" or same-day file retrieval from off-site storage--\$35.00
7 (5) For the filing and acting upon the posting of cash bail in a "non-traffic" criminal case
8 --\$40.00, subject to the following conditions:
9

10 (a) The fee applies per transaction, rather than per charge or per case;

11 (b) A "non-traffic" criminal case is defined to include:

12 (1) A regular criminal case initiated by the filing of a Criminal
13 Complaint;

14 (2) A moving violation of Nevada's misdemeanor traffic laws which is not
15 handled by the Las Vegas Justice Court Traffic Division because of the
16 serious nature of the offense (for example: DUI, Reckless Driving,
17 Aggressive Driving, Vehicular Homicide, Vehicular Manslaughter,
18 Fleeing or Evading Police, Speed Contest, Moving Violation Resulting in
19 Fatal Accident, etc.);

20 (3) A violation of Nevada's misdemeanor traffic laws that results in a
21 person's arrest, rather than the issuance of a traffic citation.¹
22
23
24
25
26

27 ¹ The Letter of Understanding refers to a \$50.00 fee for the filing of a Formal Objection to a Referee's
28 Findings of Fact, Conclusions of Law, and Recommendations. However, the Chief Judge has determined
that this fee should be held in abeyance for the time being, due to the current economic climate affecting
pro se litigants in Clark County.

1 **IT IS FURTHER ORDERED** that the fees described in this Order will be deposited to
2 County Fund # 2100.941 (entitled "LVJC Special Filing Fees"), Cost Center # 1185411000, and
3 Revenue Account # 432000; and

4 **IT IS FURTHER ORDERED** that the fees described in this Order shall be imposed on
5 or after February 1, 2012; and

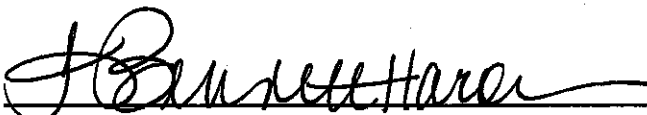
6 **IT IS FURTHER ORDERED** that the fees described in this Order shall be payable in
7 advance if demanded by the Clerk of the Court, but such fees may be waived upon the granting
8 of a properly filed Motion to Proceed in Forma Pauperis; and

9 **IT IS FURTHER ORDERED** that, in addition to waivers obtained by Motions to
10 Proceed in Forma Pauperis, the Division Administrators for the Las Vegas Justice Court shall
11 have the ability and discretion to prepare written requests for the waiver of fees described in this
12 Order, and such waivers shall be effective if approved by the Chief Judge; and

13 **IT IS FURTHER ORDERED** that the Las Vegas Justice Court shall, on or before the
14 fifth day of each month, account for and pay to the Clark County Treasurer all fees collected
15 pursuant to this Order during the preceding month; and

16 **IT IS FURTHER ORDERED** that the Court Administrator for the Las Vegas Justice
17 Court shall ensure that a copy of this Administrative Order is posted on the Court's website,
18 posted in conspicuous locations in the Court's customer service lobbies, and forwarded to local
19 attorneys via e-mail notice from the Clark County Bar Association.

20
21
22
23
24 Dated this 14 day of February, 2012

25
26
27 

28 **Karen Bennett-Haron, CHIEF JUSTICE OF THE PEACE**

Letter of Understanding

By and Between

Henderson Justice Court, Las Vegas Justice Court, North Las Vegas Justice Court

And

Clark County

It is mutually agreed by and between the Henderson Justice Court, Las Vegas Justice Court, North Las Vegas Justice Court (hereinafter Courts) and Clark County (hereinafter County) as follows:

- 1. In addition to any fee required by NRS 4.060 or required or authorized by any other statute or ordinance, the Nevada Supreme Court has held, in Blackjack Bonding v. Las Vegas Municipal Court, 116 Nev. 1213 (2000), that the Nevada Constitution 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 should a Court validly impose any inherent power fee(s) after the date of this agreement, that all such fees collected from said imposed inherent power fee(s) shall be deposited into separate special accounts administered by the County and maintained for the benefit of the specific court that imposed and collected the fees. The Court retains the power to establish, increase, decrease, or abolish any such inherent power fee(s).**
- 3. The money in the special account must be used only for the purpose of maintaining the judicial departments, including, without limitation, the cost for additional staff.**
- 4. Nothing in this agreement shall be construed to apply to any fees in existence on the date hereof that directly or indirectly flow to, or revert to, the County general fund.**
- 5. The money in the special account(s) must not be used to supplant existing budgets to staff the justice courts. Nor should this agreement**

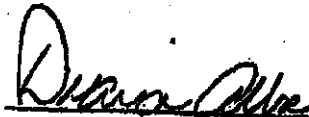
be construed to alter the County's statutory obligation to provide appropriate staffing upon the addition of any new departments

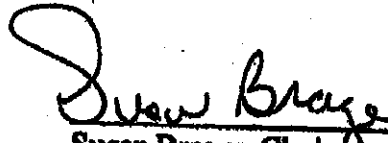
6. If any money remains in the account in a fiscal year after satisfying the purposes set forth in paragraph 3 to:
 - (1) Acquire land on which to construct additional facilities for the justice court or a regional justice center that includes the justice court;
 - (2) Construct or acquire additional facilities for the justice court or a regional justice center that includes the justice court;
 - (3) Renovate or remodel existing facilities for the justice court or a regional justice center that includes the justice court;
 - (4) Acquire furniture, fixtures and equipment necessitated by the construction or acquisition of additional facilities or the renovation of an existing facility for the justice court or a regional justice center that includes the justice court;
 - (5) Acquire advanced technology;
 - (6) Pay debt service on any bonds issued pursuant to subsection 3 of NRS 350.020 for the acquisition of land or facilities or the construction or renovation of facilities for the justice court or a regional justice center that includes the justice court; or
 - (7) To enter into professional services contracts related to the provisions of paragraphs (1) – (6), above.
 - (8) Be carried forward to the next fiscal year.
7. All fees imposed by virtue of the inherent power of the court that are the subject of this agreement are payable in advance if demanded by the clerk of the court, but may be waived upon the granting of a properly filed Motion to Proceed in Forma Pauperis.

8. **Each clerk of the court 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.**
9. **This agreement may be rescinded unilaterally by the Courts (or any one of them) or the County subsequent to 90 days written notice. In the event that one of the Courts rescinds this agreement with respect to its special account, this agreement shall remain in full force and effect for the remaining Courts. Should the County rescind this agreement, the terms of this agreement shall be maintained until the final day of the next ensuing regular legislative session.**
10. **All amendments to this agreement must be in writing and must be properly executed by all parties.**
11. **This Letter of Understanding will be effective on July 1, 2011.**

Attest:

County of Clark:

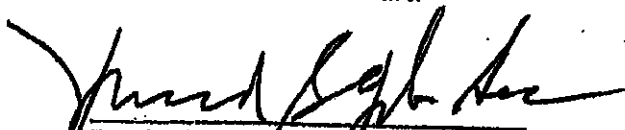

Diana Alba, Clerk


Susan Brager, Chair
Board of County Commissioners

3/15/11
Date

3/15/11
Date

Henderson Justice Court:


David S. Gibson Sr., Chief Judge

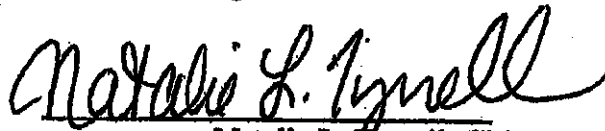
3/3/11
Date

Las Vegas Justice Court:


Karen Bennett-Haron, Chief Judge
Judge

Date

North Las Vegas Justice Court:


Natalie L. Tyrrell, Chief

3/2/11
Date