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June 1, 2018

Mr. David Lakefield, Minot City Auditor
PO Box 5006
Minot, ND 58701

RE: Amended Contract for Transfer of Municipal Court Cases to District Court – Transfer for Jury Trial Only

Dear Mr. Lakefield:

On March 9, 2018, the North Dakota Supreme Court's Administrative Council amended our municipal court contract to cover legislative fees that were enacted after 2007 and to clarify that the division of monies collected on cases covered by the contract does not supersede the legislatively required deposit of certain fees.

The contract we currently have with you is for the transfer of cases to district court for jury trial. The substantive change to this contract is found in Section 1 paragraph 7 (expanding the list of fees that are exempt from the fee split).

For your convenience, we have inserted the provisions of your current contract in the draft contract that is enclosed, with one exception. For those contracts that were in place prior to 2000 we have changed the fee split to the mandatory 60% state. Please review the enclosed contract, sign and return in the self-addressed stamped envelope. We will collect all of the necessary signatures and return a copy of the fully signed document to you.

Since the history of how fees are split between the state, city and county stretches back more than 30 years, I have included the following summary for your information.

In 1987, the legislature created the option for municipalities to transfer all or some municipal court cases to county court, if the county court agreed to accept the cases. In the same legislative session, the statute providing for transfer of jury trials to county court was also enacted. The original statute set the fee split at 65% city/35% county, unless the city and county entered into an alternative revenue sharing agreement.

County courts were consolidated into the district court on January 1, 1995, so there was a need to negotiate new contracts with the district court.

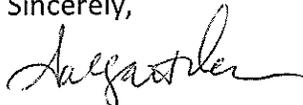
The original contract for transferring cases to the district court was drafted by the Supreme Court's Court Services Administration Committee and approved by the Council of Presiding Judges in 1995. In this contract, the state share of the fines was set at 50% if the municipal court had closed and was transferring all cases and 70% if the municipal court remained active and was only transferring cases for jury trial. The difference in revenue sharing reflected the difference in which entity was providing indigent defense counsel, paying defense counsel witnesses and paying jury expenses.

In 2000, the Administrative Council modified the contract to require that the state pay all jury-related expenses and in exchange raised the state share of the fee split to 60%. There were also non-substantive changes to this contract to recognize that effective April 1, 2001, some district court clerks would be state employees and others would remain as county employees.

The contract was again updated by the Administrative Council (the successor entity to the Council of Presiding Judges) in 2007. The substantive change in this update was an amendment to the section on fees to exempt court administration fees, which were first enacted in 2003 and expanded in 2007, from the fee split because these fees were legislatively required to be deposited elsewhere. The non-substantive changes to this contract were to remove obsolete language referencing the January 1, 1995 date for consolidation of county and district courts and the April 1, 2001 date for transfer of clerk of court services.

The fee split language in the 2007 contract read, "All fees, fines, costs, forfeitures, any other monetary consideration collected from cases transferred under this section, except administration fees imposed under N.D.C.C. 29-26-22..." N.D.C.C. 29-26-22 includes the criminal court administration fee, the court administration/indigent defense administration fee, and the community service supervision fee. Because the reference was to specific statutes, it did not include the Indigent Defense Application Fee NDCC 29-07-01.1 (1), the Victim/Witness Fee NDCC 27-01-10(1), the Check Collection Restitution Fee NDCC 12.1-32-08(2) or Indigent Defense Recoupment NDCC 29-07-01.1(2)(b), which were all enacted after 2007. These fees cannot be shared between the city, county, and state because when the fees were enacted, the legislature specifically designated how any amounts collected would be deposited. The 2018 amendment to the contract was to eliminate any confusion over the deposit of these specific fees and any similar fees that may be enacted in the future.

Sincerely,



Sally Holewa, State Court Administrator
ND Court System