

COURT SERVICES CONTRACT

State of North Dakota, Ward County, City of ~~Minot~~.

This agreement is made and entered into this ____ day of December, 2000, by and among the State of North Dakota (STATE), Ward County (COUNTY), and the City of Minot, (CITY);

SECTION I

WHEREAS, N.D.C.C. § 40-18-15.1 requires transfer to the District Court of the STATE municipal ordinance cases in which the defendant has requested in writing within 28 days after arraignment a transfer to District Court for a jury trial;

NOW, THEREFORE, the STATE, COUNTY, and CITY agree as follows:

1. The [CITY] [~~COUNTY~~] shall provide the prosecuting attorney and prosecution witness expenses for all cases transferred under this SECTION.
2. The [CITY] shall pay all expenses for indigent defense appointed counsel and all defense witness expenses for all cases transferred under this SECTION.
3. The COUNTY or STATE after April 1, 2001, as appropriate, through the Clerk of DISTRICT Court, shall provide for recording and management of all files and papers for cases transferred under this SECTION.
4. [The CITY shall pay for all necessary transportation and detention expenses for defendant in cases transferred under this SECTION.]
5. The STATE shall provide and pay for courtroom supplies and salaries and office-related expenses of the district judge and staff in the adjudication and disposition of cases transferred under this SECTION. The STATE will also pay all jury expenses.

6. All fees, fines, costs, forfeitures, any other monetary consideration collected from cases transferred under this SECTION, and any delinquent fines and costs will be collected by the Clerk of the District Court and distributed in the following manner:
 - a. The CITY will receive 32 % of all amounts collected.
 - b. The COUNTY will receive 8 % of all amounts collected.
 - c. The STATE will receive 60% of all amounts collected.

All amounts due the CITY and COUNTY must be transmitted by the Clerk of the District Court to the CITY and COUNTY on a quarterly basis. The Clerk of the District Court shall account to the CITY and COUNTY for all monies collected and distributed. Excluded from this provision are fee assessments for funding crime victim and witness programs.

SECTION II

1. The term of this CONTRACT is for one (1) year from January 1, 2001, through December 31, 2001, and continues thereafter from year to year unless a party to the CONTRACT gives notice within at least ninety (90) days before the end of the contact period of the intention to terminate or seek modification of the CONTRACT. If at any time the number of judges in the Northwest Judicial District is reduced, the STATE may terminate the CONTRACT with at least ninety (90) days notice.

(optional)

2. An addendum agreement between the CITY and COUNTY is attached and incorporated as part of this CONTRACT.

IN WITNESS WHEREOF, the STATE, COUNTY, and CITY by and through the State Court Administrator and Presiding District Judge of the Northwest Judicial District, the

Ward County Board of Commissioners, and the City Council of Minot.

STATE OF NORTH DAKOTA: Ward County, North Dakota

Robert H. Harte
Presiding Judge, Northwest Judicial District

Jerome H. H. Harte
Chairman, Board of Commissioners

Kirk A. Harte
State Court Administrator

Minot (City), North Dakota

Carroll H. Erickson
Mayor

Roberta J. Erickson
City Clerk