

ADMINISTRATIVE PLAN
State District Court for Mississippi County,
Arkansas Chickasawba District

1. JUDGES

The Chickasawba District Court is a state district court served by one judge.

Judge	Division Number
Shannon Langston	18 th

Are exchange agreements with other district judges utilized?

- Yes
 No

Pursuant to Administrative Order No. 18, at the request of the majority of the district judges of a district court, with the concurrence of a majority of the circuit judges of a judicial circuit, the administrative judge of the judicial circuit may designate one or more licensed attorneys to serve as a small claims magistrate to preside over the small claims division of the district court.

A small claims magistrate shall possess the same qualifications as a district court judge. The appointment shall be filed in writing and filed with the District Court Clerk.

Has a small claims magistrate been designated by the administrative judge of the judicial circuit?

- Yes
 No

Small Claim Magistrate	County	City Designated as Department
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2. DEPARTMENTS

The statutory authority for the organization and designation of this district court is found is found at AC.A. § _____

The judge(s) serve(s) in the statutorily designated departments of the court as follows:

Judge	County	Cities Designated as Department
Shannon Langston	Mississippi	Blytheville 1100 S. Division Blytheville, AR 72316
		Gosnell 307 S. Airbase Hwy Gosnell, AR 72315
		Leachville 116 S. Main St. Leachville, AR 72438
		Dell 100 N. Main Street Dell, AR 72426

Consolidation of City Courts with District Courts

Pursuant to A.C.A. §16-17-1202, all city courts were consolidated with district courts on January 1, 2012, and former city courts became known as departments of the district court. If a town or city is no longer operating as a department of the district court, a copy of the local ordinance abolishing the city as a department of the court must be provided to the Administrative Office of the Courts.

Are all towns or cities statutorily designated as departments still operating as departments of the district court?

Yes

No

City Abolished as Department: Manila

Effective Date: 4/4/2022

A copy of the local agreement abolishing the department of the district court has been attached.

3. OTHER JURISDICTIONAL AREAS

The following cities and towns have police departments but have not been designated as statutory departments of the district court. Pursuant to A.C.A. §16-17-1203, these cities and towns contribute to the operational expenses of the district court and file cases in the district court.

City/Town Department Where Cases are Filed/Heard

**4. COURT SESSIONS AND TYPES OF CASES BY SUBJECT MATTER
(Criminal, Traffic, Civil, and Small Claims)**

Pursuant to Administrative Order No. 18, each department of a district court shall hear cases in all of the subject matter divisions.

Sessions of the court are generally scheduled on the following days of the week at the following times:

Judge	Dept	Day	Time	Type of Case
Shannon Langston	Blytheville	Mon.	9:00 a.m.	Criminal/1st app
	Blytheville	Tues.	9:00 a.m.	Criminal/Traffic/Small Claims & Civil
	Blytheville	Wed.	9:00 a.m.	Criminal/Traffic
	Blytheville	Thurs.	9:00 a.m.	Criminal/Traffic
	Blytheville	Fri.	9:00 a.m.	Video Court/Small Claims & Civil Special Settings
	Gosnell	1st Mon/ 3rd Mon	1:30 p.m.	Criminal/Traffic
	Leachville	1st Wed/ 3rd Wed	1:30 p.m.	Criminal/Traffic
	Dell	2nd Mon.	1:30 p.m.	Criminal

Mandatory Holding of Court in Departments of a District Court

Pursuant to A.C.A. § 16-17-138, sessions of court must be held at least one (1) time per month in each department unless mutually waived by the district court judge and the governing body of the city or town where the department is located.

Is court held in each town or city designated as a department of the district court at least one (1) time per month?

Yes

No

A written agreement waiving the mandatory holding of court for departments of a district court has been entered into and has been adopted by ordinance of the governing body of the city or town in which the department is located.

The ordinance(s) has/have been attached to this plan.

Based upon said written agreement, sessions of court for the _____ Department are held in the _____ Department.

Pursuant to Administrative Order No. 18, a warrant docket shall be established within the criminal division. The docket shall be divided into a "search warrant docket," designated by the prefix "SW" and an "arrest warrant docket," designated by the prefix "AW." The warrant docket is used for warrants that have been returned either executed or unexecuted when a case file has not yet been opened. If a criminal case is subsequently opened, the information in the warrant docket related to the criminal case is transferred to it.

Has the warrant docket been established within the criminal division?

Yes

No

5. ADMINISTRATIVE ORDER NO.18 REFERRALS FROM CIRCUIT COURT.

Has the circuit court referred matters pursuant to Administrative Order No. 18 to be heard by a state district judge?

Yes

No

The following matters have been referred by the circuit court and have been included in the circuit court administrative plan:

Consent Jurisdiction. Upon the consent of all parties, the following types of cases are referred from circuit court:

- Civil
- Domestic Relations
- Probate
- Protective Orders.
- Forcible Entry and Detainers/Unlawful Detainer.

Other Matters of an Emergency or Uncontested Nature Pending in Civil, Domestic Relations or Probate Division. ***Please describe the types of other matters referred below and the location where these matters are heard.***

<u>Type of Other Matters</u>	<u>Hearing Location</u>
Uncontested Divorces	Blytheville
Uncontested Probate Matters (Orders)	Blytheville

Other Matters, if Justification for the Reference and Procedures to be Employed are Sufficiently Demonstrated in the Circuit Court Administration Plan Pursuant to Administrative Order No. 14. Please describe the types of other matters referred below and the location where these matters are heard.

Type of Other Matters **Hearing Location**

Criminal. The following duties are referred with respect to an investigation or prosecution of an offense lying within the exclusive jurisdiction of the circuit court:

- Issue Search Warrant Pursuant to Rule 13.1
- Issue Arrest Warrant Pursuant to Rule 7.1 or AC.A. §16-81-104
- Issue Summons Pursuant to Rule 6.1

- Reasonable Cause Determinations Pursuant to Rule 4.1 (e)
- Conduct First Appearance Pursuant to Rule 8.1
- Appoint Counsel Pursuant to Rule 8.2
- Inform Defendant Pursuant to Rule 8.3
- Accept Plea of Not Guilty or "Not Guilty by Reason of Insanity"
- Conduct Pretrial Release Inquiry Rules 9.1, 9.2 and 9.3
- Conduct Preliminary Hearing Pursuant to AC.A. §16-93-307

Digital Audio Recording Equipment

Is digital audio recording equipment utilized to make a verbatim record of matters referred from the circuit court?

- Yes
- No

Has the State District Court Digital Audio Recording Equipment Compliance Form been provided to the Administrative Office of the Courts?

- Yes
- No

6. SPECIALTY COURTS

Does a district court judge preside over a specialty court program?

- Yes
- No

The following specialty courts are conducted:

Type of Specialty Court	Location
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- a. Type of specialty docket and description of its operation:
- b. Statutory or legal authority on which it is based:
- c. Certification of compliance with all applicable sentencing laws, including assessment, collection and remittance of fines, fees, court costs, probation fees.

d. Use of court resources. [Describe the court team including prosecuting attorneys, public defenders, and health professionals; that each has been consulted in setting up the program and its operation; scheduling has been coordinated; and the necessary resources are available.]

e. Sources of funding:

This specialty court was established in the circuit court administrative plan, but the judicial circuit does not have a circuit judge who is available to administer the specialty court on a consistent basis. Accordingly, the administrative plan for the judicial circuit required by Administrative Order No. 14 of the Supreme Court designated a district court judge to administer this specialty court program.

7. OTHER PROGRAMS OR DOCKETS.

Does a district court judge preside over other programs or dockets?

Yes

No

The following programs or dockets are administered:

Name of Docket:

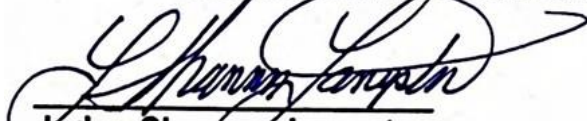
Location:

- a. Type of specialty docket and description of its operation:
- b. Statutory or legal authority on which it is based:
- c. Certification of compliance with all applicable sentencing laws, including assessment, collection and remittance of fines, fees, court costs, probation fees.
- d. Use of court resources. [Describe the court team including prosecuting attorneys, public defenders, and health professionals; that each has been consulted in setting up the program and its operation; scheduling has been coordinated; and the necessary resources are available.]

8. Sources of funding:

8. Effective Date

This Administrative Plan is effective July 1, 2023.



Judge Shannon Langston

Dated: 6/26/23

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MANILA
AND MISSISSIPPI COUNTY, ARKANSAS FOR
REVENUE AND EXPENSE SHARING OF SUMS COLLECTED IN DISTRICT COURT**

WHEREAS in accordance with the requirements of Act 1262 of 1995 the Arkansas Legislature (Ark. Code Annotated 16-13-709), the quorum Court of Mississippi County, Arkansas, hereby designates the Mississippi County Sheriff to be the county official who shall be primarily responsible for the collection of fines assessed upon defendants in the Circuit and Chancery Courts of this District, County and State, unless modified hereafter by the Quorum Court.

WHEREAS Arkansas Code Annotated § 16-17-707(b)(3) states a town or city that has a police department and does not operate a district court or city court shall receive only the prorated sums collected as provided in § 16-17-1203; and

WHEREAS Arkansas Code Annotated § 16-17-1203, the contribution of the operational expenses of a district court shall be a prorated amount, based on the number of cases filed in the district court from each of the towns and cities and the county during the preceding calendar year; and

WHEREAS a town or city that prior to January 1, 2012, operated a city court that becomes a department of a district court, may by ordinance of the town or city in which the department is located, abolish the department of a district court; and

WHEREAS Arkansas Code Annotated § 16-17-1203 states a written agreement is mandatory and is to be entered into between the governing body of the town or city and the governing bodies of the political subdivisions that contribute to the operational expenses of the district court; and

WHEREAS the governing bodies of the city of Manila and Mississippi County, Arkansas (collectively hereinafter referred to as "the participating entity") desire to formally put into writing the agreement on the disbursement of all fines, penalties, forfeitures, fees, and costs between the governing entities; as set forth in Ark. Code Annotated Section 16-17-115; Ark. Code Ann. 514-27-101 and the Interlocal Cooperation Act, as required under Ark. Code Ann. § 25-20-101 -- 108; and

WHEREAS the parties hereto are authorized to enter into this agreement, and such will be ratified by their local legislative body.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

Section 1. Collected Sums. The participating entities hereto agree all sums collected in Mississippi County District Court in all nontraffic cases which are misdemeanors or violations of the town or city ordinances and all cases which are misdemeanors or violations under state law or traffic offenses which are misdemeanors or violations under state law or town or city ordinance committed within the corporate limits of the town or city shall be remitted to that city where the offense and/or violation occurred by the Mississippi County Sheriff's Department on a monthly basis with deductions as outlined herein. The participating entities hereto understand and agree these sums also include those sums received where the arresting officer was an Arkansas State Police officer. The participating entities hereto further understand and agree Mississippi County shall only receive the sums collected when the offense and/or violation was committed outside the corporate limits of the town or city that is a party hereto.

Section 2. Cost Sharing. The participating entities hereto agree to contribute to the operational expenses of the Mississippi District Court according to a prorated amount based on the number of cases filed in Mississippi County District Court from the City of Manila, Mississippi County in proportion to the total number of cases filed in Mississippi County District Court for the preceding calendar year. The percentage of total number of cases is calculated annually and are provided to the participating entities. The City of Manila acknowledge and consent that the Mississippi County Sheriff's Office has statutory authority to calculate the monthly collected sums due to each participating entity and deduct their prorated share of expenses from the net amount to each entity. The percentage of operational expenses of each entity will be calculated monthly in conjunction with the monthly settlement of collections to each entity.

Section 3. Security personnel. The Mississippi County Sheriff's Office agrees to provide bailiffs for the security of District Court.

Section 4. Additional cost. The City of Manila agrees to have deducted by the Mississippi County Sheriff's Office a sum equal to five percent (5%) of the sums received associated with those offenses committed within the city, corporate limits where the arresting officer was an Arkansas State Police officer, as an additional operational cost.

Section 5. Certification of Cases. During the month of January of each year of this agreement, the Mississippi County Sheriff's Office shall, by order of the District Court, certify the number of total cases filed in Mississippi County District Court for the preceding calendar year. Immediately upon certification, the Mississippi County Sheriff's Office shall provide this certification of cases to each participating entity.

Section 6. Monthly Accounting and disbursement. The Mississippi County Sheriff's Office shall remit to the participating entity hereto, those sums received as outlined with the proper deductions monthly.

Section 7. Conflict Resolution. Any questions regarding the amounts certified, shall be made known to the Mississippi County Sheriff's Office posthaste. Both entities shall strive to resolve any conflicts prior to informing the other participating entities. Any participating entity wishing to modify this agreement shall make the request and writing to all participating entities. All changes to this agreement shall be adopted in writing and acknowledged by the participating entities.

Section 8. Term. The initial term of this agreement shall begin immediately and shall continue annually unless sooner terminated by the participating entities. Any participating entity may terminate this agreement by giving the other parties written notice of its intent at least 60 days prior to the effective date of the termination. Any entity wishing to withdraw will still be the responsible party for any unpaid funds or be entitled to receive any. Upon the termination of any participating entity, the remaining participating entities shall meet and discuss any future costs modifications. The only thing modifiable herein is the five (5%) administrative fee, as all other terms are dictated and mandatory pursuant to Arkansas Law. Upon termination by any party, this agreement shall remain in full force and effect until a new agreement is entered into by the parties, as a written agreement and County ordinance is mandatory under Arkansas Law.

Section 9. Complete Agreement. This is the complete and entire Agreement between the participating entities with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent, or employee of any of the parties has any authority to modify this Agreement except pursuant to such express authority as may be granted by the governing bodies of the parties hereto. This agreement shall supersede any previous Intergovernmental Agreements on this subject and shall be null and void.

Interlocal Agreement Between the City of Manila and County of Mississippi, Arkansas

Section 10. The parties agree to have this agreement ratified and approved by their respective legislative bodies.

Section 11. This Agreement shall be construed and interpreted under Ark. Code Annotated Section 14-27-101 and Ark. Code Annotated Section 25-20-101.

Section 12. Nothing in this agreement, express or implied, is intended to confer upon any person, other than the parties, hereto, any benefits, rights, or remedies under or by reason of this Agreement.


Section 13. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

Approved:

Mississippi County Judge date

Mississippi County Sheriff date

City of Manila date

 04/04/22

District Judge date


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Approved:

 March 9, 2022
Mississippi County Judge date

 March 10, 2022
Mississippi County Sheriff date

City of Manila date

District Judge date