

**FIRST AMENDMENT TO
PROSECUTION SERVICES AGREEMENT**

This Amendment to the Prosecution Services Agreement effective October 1, 2014, is made and entered into by and between by the Parties thereto: Scott County, Minnesota, a Minnesota municipal corporation (hereinafter referred to as "County"); the Scott County Attorney's Office (hereinafter "SCAO"); and the Scott Joint Prosecution Association, a Joint Powers Entity of governmental units as defined by Minnesota Statutes, Sections 471.59 (hereinafter referred to as "SJPA").

WITNESSETH THAT:

WHEREAS, the Parties entered an agreement, effective October 1, 2014 for the provision of prosecution services for the SJPA by the County and the SCAO (the "Agreement"); and

WHEREAS, the Parties recognized the benefits and efficiencies of cooperatively providing prosecution services throughout Scott County within one office; and

WHEREAS, the original compensation provisions, which relied on court fines and the recovery of fees and costs, has failed to cover the full cost of providing the services for a number of years; and

WHEREAS, the compensation provisions addressing shortfalls do not provide the Parties the flexibility and reliability for budget planning they desire; and

WHEREAS, the Parties have determined that calculating additional compensation on an annual basis, using a formula, would better provide for the planning opportunities and flexibility they desire.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree that the aforementioned Agreement is amended pursuant to Section F of the Agreement as follows:

1. Section B, Compensation, shall be deleted in its entirety and replaced with the following:

B. Compensation.

For services rendered under this agreement, the SJPA agrees to pay the total cost of County providing the services, including salary, benefits, overhead and other expenses. Payment for services shall be remitted through revenue assignment and annual share payments as follows:

1. Revenue Generated. The SJPA shall obtain from its member cities and assign to County, all rights and interests in and to all revenue generated from prosecution services within its members' municipal boundaries. Such revenue shall include, but not be limited to, all revenue paid to the member cities by the District Court Administrator under Minn. Stat. Sec. 484.90, subd. 6 (fines, penalties, and forfeitures), prosecution costs, penalty assessments, fees, collected costs and any other revenue streams designated to support prosecution activities.
 - a. SJPA shall sign and obtain from its member cities any and all documentation necessary to effectuate the assignment.
 - b. SJPA shall remit payment (or cause its member cities to remit payment) directly to County on a quarterly basis for all payments received in the 90 days prior to each payment due date. Payment due dates shall be January 1, April 1, July 1, and October 1 of each year.

2. Annual Cost Share.

- a. County shall annually determine if a revenue shortfall exists by calculating the difference between the actual cost of services less the actual revenue assigned for the preceding calendar year.
- b. If a shortfall exists, County shall distribute the determined shortfall to each SJPA city based upon its average percentage of misdemeanor, gross misdemeanor files opened and arraignments for the prior 3 years (except that the averages from 2020 will not be used and one year further back will be used as needed to total 3 years). The County Sheriff's Office files opened, and arraignments will be calculated the same as SJPA cities, and its proportion of the costs will be covered by the County
- c. By April 15, of each year, County shall advise SJPA of the cost share calculations.
- d. SJPA shall ensure that each city remits payment for the determined cost share to County by July 1st of each year.
- e. For cost shares determined in 2022 for services provided in 2021, each city shall be responsible for remitting only 50% of the actual allocated cost share.

2. **OTHER CONTRACT PROVISIONS**

All other terms and conditions of the Agreement not specifically amended here shall continue with full force and effect.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed as of this____day of_____, 2021.

COUNTY OF SCOTT

By_____
John Ulrich, Chair
Board of Scott County Commissioners

By_____
Lezlie Vermillion
Scott County Administrator

Date:_____, 2021

Date_____, 2021

SCOTT COUNTY ATTORNEY'S OFFICE

By _____
Ron Hovevar
Scott County Attorney

Date: _____, 2021

SCOTT JOINT PROSECUTION ASSOCIATION

By _____
##, Chair
Scott Joint Prosecution Association

Date: _____, 2021