

**Amended and Restated
Joint Powers Agreement for the
Criminal Justice Network Board**

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THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT ("Agreement") is entered into between the undersigned parties (also referred to herein as "Members"), all being political subdivisions of the State of Minnesota, by and through their respective governing bodies.

RECITALS

WHEREAS, the parties to this Agreement previously entered into that Joint Powers Agreement Establishing the Criminal Justice Network Board effective January 1, 2024, as amended by that First Amendment to the Joint Powers Agreement Establishing the Criminal Justice Network effective August 28, 2024 (collectively "Previous Approvals"); and

WHEREAS, pursuant to Minn. Stat § 471.59, political subdivisions in the State of Minnesota are empowered to provide assistance to, and act in coordination with, other political subdivisions as deemed necessary to benefit the public; and

WHEREAS, the parties to this Agreement desire to jointly and cooperatively provide for the establishment, operation and maintenance of technology systems and services to support criminal justice agencies and information management systems for the use and benefit of the parties and others; and

WHEREAS, the parties to this Agreement desire to continue a joint powers entity and joint powers board referred to as the "Criminal Justice Network" or "CJN" to collaboratively accomplish their mutual goals of improving and supporting criminal justice agency information management systems and capabilities; and

WHEREAS, the parties desire to amend and restate the Previous Approvals and this Agreement amends, restates, and supersedes the Previous Approvals in their entirety.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each Party shall derive here from, the parties agree as follows:

ARTICLE 1: STATEMENT OF PURPOSE AND POWERS TO BE EXERCISED

The purpose of this Agreement is:

- (1) to establish and continue CJN, a joint powers entity, to provide information management systems and technology services to support criminal justice agencies for the use and benefit of the Members and others;
- (2) to provide personnel benefits for the employees of CJN;
- (3) to define the rights and obligations of the Members with respect to the establishment, operation and maintenance of CJN; and
- (4) to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding criminal justice processes, information systems and integration of criminal justice information systems.

ARTICLE 2: DEFINITIONS

Board means the Criminal Justice Network joint powers board formed by this Agreement.

Criminal Justice Network or CJN means the joint powers entity formed by this Agreement.

Member is a governmental unit that joined CJN, has use of and access to all the services provided by CJN, and holds a position on the CJN Board.

Law Enforcement Agency means a unit of state, local government, or federally-recognized tribe that is authorized by law to grant full powers of arrest and to charge a person with the duties of preventing and detecting crime and enforcing the general criminal laws of any state, and/or incarcerating individuals. This includes, without limitation: municipal police departments, county sheriff departments (both patrol and jail functions), the Minnesota Department of Corrections, the Minnesota Bureau of Criminal Apprehension, and the Minnesota State Patrol.

Membership Fee means the amount of the operating and capital costs of CJN that is charged to an individual Member for a fiscal year.

Supermajority means two-thirds (66.7%) of the Board representatives, rounded up to the nearest whole person.

System Fees means the amount of money Users pay to access and use the systems and applications developed or purchased by CJN or services provided by CJN.

User is a governmental unit that pays System Fees for the use of CJN product(s) or service(s). A

User does not have a position on the CJN Board and is not a member of CJN.

Withdrawing Member means a Member that has given notice of its intent to withdraw from the Agreement pursuant to Article 11.1.

ARTICLE 3: TERM AND EFFECTIVE DATE

CJN was established on January 1, 2022. This Agreement shall be effective December 31, 2026, and shall continue indefinitely, or until terminated as provided in Article 10 or as required by law or court order.

ARTICLE 4: MANNER OF EXERCISING POWERS

The joint powers of the Members will be exercised through the Board having the powers and duties described herein. The Board is authorized to exercise the joint powers on behalf of and in cooperation with the Members as provided herein.

ARTICLE 5: MEMBERSHIP

1. Membership. Provides access to all the benefits and products of CJN, including a voting Board position.
2. Requirement of Good Standing. Continued membership in CJN is contingent upon the payment by each Member of the annual Membership Fees as determined by the Board. After being given notice and 30 calendar days to cure any default for non-payment of fees, Members who are not in good standing may be terminated from this Agreement by a Supermajority vote of the Board. Members who are involuntarily terminated by the Board are not entitled to any distribution of assets or fees paid, all as stated in Article 11.2.

ARTICLE 6: JOINT POWERS BOARD

1. Establishment of the Board. The parties hereby establish the Board as a joint powers board, which shall jointly exercise such powers and authorities as are necessary to achieve its purposes as provided in Article 1. The Board shall be an entity separate from the parties and shall not be deemed to be an agent or partner of the parties to this Agreement.
2. Powers of the Board. The Board shall have the following powers and duties:
 - a. To take actions necessary and convenient to discharge the duty to implement, maintain and operate the systems and applications necessary for the continuation of CJN and its integration of information systems for criminal justice agencies;
 - b. To adopt bylaws and rules or policies consistent with this Agreement that are

required to effectively exercise the powers or accomplish the objective of CJN;

- c. To adopt an annual operating and capital budget, including a statement of sources of funding and allocation of costs to the Members;
- d. To enter into contracts in its own name, including contracts to purchase materials, goods, or services, and contracts to provide its Members and Users with access to and use of systems and applications developed or purchased by CJN and other services provided by CJN;
- e. To establish processes for setting and charging Membership Fees and System Fees;
- f. To acquire, lease, hold and dispose of property, both real and personal, including transfer of property from a Member to CJN;
- g. To arrange with one or more of the Members to incur debt or issue bonds for the benefit of CJN, as permitted by law;
- h. To develop, acquire, operate and maintain applications and systems for criminal justice agencies to improve operational efficiencies, integrate information between criminal justice agencies, including those systems acquired jointly and cooperatively for the benefit of the Members;
- i. To hire, discipline, or discharge employees required to accomplish the purposes of this Agreement, including employing an Executive Director and delegating personnel authority to the Executive Director;
- j. To purchase any insurance or indemnity or surety bonds as necessary to carry out this Agreement and purpose of CJN;
- k. To apply for, and accept appropriations, grants, gifts, loans of money, or other assistance as permitted by law from any person or entity, whether public or private;
- l. To commence any type of legal action or proceeding permitted by law to protect CJN's property and interests;
- m. To exercise all powers necessary and incidental to carrying out the purposes set forth in Article 1 of this Agreement;
- n. To contract with a Member or third party for auditing, financial, human resources, information technology, risk management, legal, and other services as needed for CJN; and

- c. A Board representative shall not be entitled to vote on behalf of the Member during the time that such Member is in default on any contribution to CJN or on any contract with CJN. During the existence of such default, the vote or votes of such Member shall not be counted as eligible votes.
6. Board Committees. The Board may appoint standing committees, ad hoc committees and workgroups, with the powers described in the Board's bylaws or in resolutions adopted to establish the committee or workgroup. All meetings of any committee established by the Board shall comply with Minnesota Statutes Ch. 13D, the Minnesota Open Meeting Law.
7. Board Meetings. The Board shall meet as set forth in the bylaws adopted by the Board or upon the call of the Board Chair. All meetings of the Board shall comply with Minnesota Statutes Ch. 13D, the Minnesota Open Meeting Law.

ARTICLE 7: EXECUTIVE DIRECTOR

CJN shall have a chief operating officer with the title Executive Director. The Executive Director shall be the administrative head of CJN and shall report to the Board and the Executive Committee, if the Board creates one, for the administration and operation of CJN. The Executive Director shall be an employee of CJN. Any vacancy in the office of the Executive Director shall be filled as soon as possible after the effective date of such vacancy. In the case of absence or disability of the Executive Director, the Board may designate any other qualified person to carry out the duties of the Executive Director during such absence or disability.

ARTICLE 8: BUDGET AND FUNDING

1. Fiscal Year. The fiscal year for CJN shall be the calendar year.
2. Recommended Annual Budget. The annual budget of CJN must be adopted in the following manner:
 - a. The Executive Director shall prepare a proposed annual operating budget for the following fiscal year, adjusted for any withdrawal notifications received pursuant to Section 11.1, and a five-year budget projection, for consideration by the Board no later than April 1st of each year;
 - b. Annually, prior to April 1st, the Executive Director shall deliver to each Board representative a copy of the proposed budget and five-year budget projection;
 - c. Annually, prior to May 1st, the Board will supply each Member with a proposed budget for the following fiscal year and five-year budget projection; and

- d. The annual budget for the following fiscal year shall be adopted at a meeting of the Board in June.

If the Board fails to adopt a budget by July 1st of the calendar year, the budget from the current fiscal year shall be deemed approved for the next fiscal year.

3. Member Contributions to Adopted Budget.

- a. The Board shall have the authority to establish the Membership Fees and System Fees in amounts sufficient to provide the funds required for CJN's operational, future development, and capital costs in the budget.
- b. The CJN annual budget will be comprised of the following funding components:

- i. Membership Fees. Each Member's Membership Fee is comprised of their annual contribution to the Operations Fund and Future Development Fund. Payment of the Membership Fee provides the Member with all uses and benefits of CJN's current products and services. If CJN creates specialized products (e.g., jail management services), they will be billed separately.

1. Operations Fund. Members shall contribute to the operations fund follows: (a) 50% of the budgetary formula will be based on population of the geographical areas for which it provides law enforcement services as calculated annually by the Metropolitan Council. For the purposes of this paragraph, the geographical area for which the Dakota County Sheriff's Office provides law enforcement services means that area outside the boundaries of all cities located within Dakota County, but includes the areas within certain city boundaries that are patrolled by the Dakota County Sheriff's Office under municipal contract ("Patrol Area Population"); and (b) the other 50% of the budgetary formula will be based upon the proportional total number of the active user accounts determined as of January 1 of the previous calendar year. For purposes of Dakota County Sheriff's Office, active user accounts will be calculated based on Dakota County Sheriff's Office users (other than correctional/jail users). A fee schedule will be provided annually by July 1st with a total of the Member's Fees for the following calendar year.

2. Future Development Fund. Members will contribute a fixed annual

amount determined by the Board, not to exceed \$3,500.

Dakota County Fixed Membership Fee. In addition to the Membership Fees assessed to the Dakota County Sheriff's Office for the Operations Fund and Future Development Fund under this Section, Dakota County shall contribute an annual Fixed Membership Fee of \$420,000 in fiscal years 2027 and 2028, \$370,000 in fiscal years 2029 and 2030, and \$320,000 in fiscal year 2031 and all fiscal years thereafter which includes payment for the additional CJN services received by the Dakota County Community Corrections Department, and Attorney's Office, and Jail, which shall collectively constitute Dakota County's total Membership Fee.

ii. System Fees. Users shall pay the Systems Fees established annually by the Board for the products and/or services the User has contracted with CJN to use.

c. Within 30 days of the adoption of the budget by the Board, each Member is obligated to make payments to CJN for the Member's Membership Fees for the following fiscal year in accordance with this Article. If the current budget is continued due to a failure of the Board to adopt a budget as provided in Article 8, each Member is obligated to make payments to CJN for the Member's Membership Fees for the following fiscal year no later than July 31 of the current year. Notwithstanding the foregoing, no Member shall be obligated to pay the Membership Fee for any fiscal year that commences after the Member's effective date of withdrawal.

4. Expenditure of the Annual Budget.

a. The Board may establish procedures and limitations as may be necessary to preserve the integrity and purpose of the approved operating and capital budget. The Executive Director shall make all expenditures in accordance with such budget. Purchases and letting contracts shall be done in accordance with procedural guidelines established by resolution of the Board, consistent with Minnesota law.

b. The Executive Director shall have the power to transfer funds within the total annual operating budget in order to meet unanticipated needs or changed situations. The Executive Director shall not transfer funds within the total annual capital budget or between the operating budget and capital budget. The Executive Director

shall report any transfer of funds within the annual operating budget to the Board in the next report.

5. In-Kind Contributions. The Board may accept in-kind contributions from any Member. Subject to approval by Dakota County, Dakota County will provide CJN with certain in-kind contributions, which will be subject to, and governed by, the terms of one or more contracts between CJN and Dakota County.
6. Credit or Payment to Members for Services. The Board may approve annual fee payment or cost allocation credits to any Member that provides in-kind contributions to CJN.

ARTICLE 9: AUDIT

The Board shall call for an annual audit of the financial affairs of CJN, to be performed by an independent Certified Public Accountant and completed in accordance with generally accepted auditing principles. The Board shall provide a copy of the audit report to the Members. CJN's books, reports and records shall be available for and open to inspection by the Members at all reasonable times.

ARTICLE 10: TERMINATION AND DISSOLUTION

1. Termination. This Agreement shall terminate upon the occurrence of any one of the following events:
 - a. When Members withdraw pursuant to Article 11 so that in the judgment of the Board it becomes impractical or uneconomical to continue to operate under this Agreement;
 - b. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
 - c. When a Supermajority agrees, pursuant to a resolution of the governing bodies of the Members, to terminate this Agreement.
2. Effect of Termination. Termination shall not discharge any liability incurred by the Board or by the Members during the term of this Agreement. Each Member shall be liable for its own acts and for the acts of the Board to the extent provided by law. Property or surplus money acquired by the Board shall be distributed to the Members in proportion to their contributions. The Board shall approve a final report of its activities and affairs.
3. Distribution of Assets. Prior to termination of this Agreement or if CJN is otherwise disbanded, the Board shall first adopt a plan providing for the orderly disposition of assets and unwinding

of agreements of the Board. Such plan shall provide that following the disposition of any assets owned by the Board and the payment of all obligations of the Board, any funds remaining shall be distributed to the remaining Members who have not previously withdrawn consistent with the approved plan.

ARTICLE 11: WITHDRAWAL OF A MEMBER

1. Unilateral Withdrawal. The soonest a Member may provide a notice of an intent to withdraw from this Agreement is January 1, 2029. The Member intending to withdraw shall provide at least twenty (20) months' written notice to the Board Chair, prior to the Member's withdrawal date. For example, if a Member wanted to withdraw by August 31, 2030, they would need to provide written notice to the Board Chair no later than January 1, 2029. The written notice shall include a copy of a resolution of its governing body indicating its intent to withdraw from this Agreement.

Upon receipt of the notice to withdraw and the resolution of the governing body of a Member authorizing withdrawal, the Board Chair shall forward a copy of the resolution to all other Members.

2. Effect of Withdrawal. Withdrawal of any Member shall not terminate this Agreement except as provided in Section 10.1. Withdrawal shall not act to discharge any liability incurred or chargeable to any withdrawing Member before the effective date of withdrawal. Such liability shall continue until appropriately discharged by law or agreement. No withdrawing Member shall be entitled to a refund or distribution of Membership Fees, administrative or operating fees or funds paid, reimbursement or repayment of in-kind contributions, or forgiveness of fees owed to the Board.

ARTICLE 12: INSURANCE AND INDEMNIFICATION

1. Responsibility for Own Acts and Omissions. No Member shall be liable for the acts or omissions of another Member, unless it has specifically agreed in writing to be responsible for the same. Each Member acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota State Statutes. Each Member agrees to promptly notify all Members if it becomes aware of any potential Board-related claims or facts that are likely to give rise to such claims. Neither the Board nor any Member shall have the power to do any act or thing the effect of which is to create a charge or lien against the property or revenues of the Board or another Member, except as expressly provided herein or in any of the documents authorized herein.

2. No Waiver. Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of a Member's statutory or common law immunities or limitations on liability, including but not limited to, Minnesota Statutes Chapter 466. Further, the Members' obligations set forth in this Agreement are expressly limited by the provisions of Minnesota Statutes Chapter 466 and Minnesota Statutes section 471.59, and any other applicable law or regulation providing limitations, defenses or immunities to the Members and the Board. For purposes of determining total liability for tort damages, each Member and the Board are considered a single governmental unit and the total liability for all of the Members and the Board shall not exceed the limits on governmental liability for a single governmental unit as specified under Minnesota Statutes Section 466.04, Subd. 1, or as waived or extended by the Board or all Members under Minnesota Statutes Sections 466.06 or 471.981.
3. Indemnification. The Board shall be considered a separate and distinct government joint powers entity to which the Members have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466. Without limiting the application of Section 12.1, to the extent of any liability insurance carried by the Board and available for such purpose, and any tail coverage carried by the Board, the Board shall defend, indemnify and hold harmless each Member from any and all liability arising from or as a result of: (i) any accident, injury to or death of any person or loss or damage to tangible or intangible property that may be directly or indirectly caused by the acts or omissions of the Board; (ii) any act of the Board in the observation or performance of any of its responsibilities, or any failure by the Board to perform any such responsibilities; and/or (iii) any actions or inactions of Members taken as a result of their membership on the Board. Nothing in this Agreement shall be construed to provide liability coverage or indemnification to an officer, employee, or volunteer of any Member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
4. Insurance. The Board shall provide for worker's compensation benefits for all CJN employees in the amount consistent with state statutes. The Board may also carry additional policies of insurance as it deems appropriate.
5. Uninsured Liability. If the Board incurs liability that is in excess of the insurance obtained by the Board, or incurs liability that is outside the coverage of such insurance, the liability shall be distributed among the Members on the basis of each Member's proportional Membership Fee in the year in which the action or inaction giving rise to the liability occurred.

ARTICLE 13: MISCELLANEOUS PROVISIONS

1. Amendments. This Agreement may be amended at any time and from time to time by agreement of all Members that have not previously withdrawn pursuant to Article 11.
2. Governing Law and Venue. The laws of the State of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
3. Counterparts. This Agreement may be executed by the Members in any number of counterparts.

[Signature blocks to be added after all parties approve form]

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