

**SECOND AMENDMENT TO THE AGREEMENT
BETWEEN THE CRIMINAL JUSTICE NETWORK JOINT POWERS ORGANIZATION
AND THE COUNTY OF DAKOTA
FOR INFORMATION TECHNOLOGY SERVICES**

WHEREAS, effective January 1, 2022, the Criminal Justice Network, an independent joint powers entity organized under Minn. Stat. § 471.59, ("CJN") and the County of Dakota, a political subdivision of the State of Minnesota, ("County") entered into an Agreement for County to provide certain information technology services to CJN ("the Agreement"); and

WHEREAS, effective August 30, 2023, the Parties entered into a first amendment to the Agreement to extend the term for an additional two years (expiring on December 31, 2025), and increase the annual fees for 2024 (\$60,000) and 2025 (\$63,000) ("First Amendment"); and

WHEREAS, the Parties desire to amend the Agreement a second time ("Second Amendment") to extend the term for an additional year and increase the annual fee; and

WHEREAS, the Agreement provides that any amendments shall be valid only when in writing and signed by the Parties.

ACCORDINGLY, the Parties agree to amend the Agreement as follows:

1. Section 3.1 of the Agreement is deleted in its entirety and replaced with the following:

"The County shall provide the IT Services under this Agreement commencing on January 1, 2022, and continuing through December 31, 2026, unless this Agreement is terminated earlier as permitted herein."

2. Section 4.1 of the Agreement is deleted in its entirety and replaced with the following:

"In consideration of the County's IT Services under this Agreement, CJN will pay the County a flat annual fee of:

- a. \$53,000 for the year 2022;
- b. \$53,000 for the year 2023;
- c. \$60,000 for the year 2024;
- d. \$63,000 for the year 2025; and
- e. \$66,000 for the year 2026.

The total amount CJN will pay the County for the IT Services during the term of this Agreement shall not exceed \$295,229 ("Agreement Maximum")."

3. All other terms of the Agreement shall remain in full force and effect unless otherwise amended or terminated in accordance with law or the terms of the Agreement.
4. If any provision of this Second Amendment conflicts with the any provision of the Agreement or the First Amendment, the conflicting provision of this Second Amendment prevails.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Agreement on the dates indicated below.

COUNTY OF DAKOTA

By _____
David McKnight
Deputy County Manager

Approved as to form:

Date of Signature _____

Board Resolution # 25-____

Assistant County Attorney¹/Date
File Nos. KS-21-445-9 & KS-23-197-1

THE CRIMINAL JUSTICE NETWORK

By _____
Brian Sturgeon
Board Chair
Date of Signature _____

Board Resolution # _____

¹ The Dakota County Attorney's Office is the legal advisor to the County of Dakota and the Criminal Justice Network.