



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: David D. Wilske, Chief of Police

Date: June 17th, 2024

Item: Criminal Justice Network (CJN) Joint Powers Agreement

Council Action Requested:

Approve the attached CJN Joint Powers Agreement

Background Information:

Hastings has been a member of a cooperative partnership that addresses the needs of criminal justice information, technology, and data transfer between criminal justice partners for over two decades. CJN provides criminal justice networking and products to include scheduling, field-based reporting (FBR) and a records management system (RMS). Additionally, a file sharing and transfer system is in place to process, transfer and/or share criminal justice data with courts, jail services, probation, and social services, just to name a few. The products developed and implemented by CJN are well respected and there are a number of criminal justice agencies across the State of Minnesota that utilize and pay for services from CJN. A few of these entities include the City of St Paul, County of Steele and the County of Rice.

Members of the current JPA include Dakota County, City of Burnsville, City of Farmington, City of Hastings, City of Mendota Heights, City of South St Paul, City of West St Paul, Dakota County Sheriff's Office, City of Farmington and City of Rosemount. The City of Plymouth has requested to join the JPA and be involved in the development of the new Records Management System (RMS) that is currently under development. This is an amended JPA to include the City of Plymouth. Approving this JPA is crucial for supporting criminal justice agencies and information management systems for the benefit of all parties involved.

This JPA has been reviewed and approved of by City Attorney Korine Land.

Financial Impact:

Neutral

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

Joint Powers Agreement Establishing the Criminal Justice Network Board

**First Amendment to the Joint Powers Agreement
Establishing the Criminal Justice Network**

WHEREAS, effective on January 1, 2022, the County of Dakota, the City of Burnsville, the City of Farmington, the City of Hastings, the City of Inver Grove Heights, the City of Mendota Heights, the City of Rosemount, the City of South St. Paul, and the City of West St. Paul ("Initial Members") entered into a five-year joint powers agreement ("Agreement") forming the Criminal Justice Network, a MN joint powers organization, ("CJN" or "CJN Board"); and

WHEREAS, the Initial Members desire to amend the Agreement to amend the CJN annual budget funding structure in fiscal year 2026 and correct a scrivener's error in the Agreement to correctly reflect an Initial Term of five years; and

WHEREAS, the Initial Members desire to amend the Agreement to add the City of Plymouth as a party to the Agreement and Member of the CJN Board, subject to the conditions contained herein; and

WHEREAS, the Agreement provides that the Agreement may be amended at any time by agreement of all Members.

ACCORDINGLY, in consideration of the mutual promises contained herein, the Initial Members and City of Plymouth agree to amend the Agreement ("First Amendment") as follows:

1. Effective upon the last required signature to this First Amendment, the City of Plymouth is a Member of the CJN Board and a party to the Agreement, as amended herein, and accepts the terms and conditions thereof, including any conditions specific to the City of Plymouth.

2. Article 3 (Term and Effective Date) of the Agreement is deleted in its entirety and replaced with the following:

"This Agreement is effective, and the joint powers entity is established, on January 1, 2022, referred to herein as the Effective Date, and shall continue until December 31, 2026, or until terminated as provided in Article 10 or as required by law or court order ("Initial Term")."

3. Article 8 (Budget and Financing) of the Agreement is amended as follows:

3.1. Section 8.3 paragraph B. of the Agreement is deleted in its entirety and replaced with the following:

"B. From the Date of Execution through the end of fiscal year 2025, the CJN annual budget (Total Membership Fees) will be comprised of a minimum of two funding components: Operations and Records Management System (RMS). Section 8.3. paragraphs C. and D. are only applicable through the end of fiscal year 2025 for the Initial Members. Beginning in fiscal year 2026, the CJN annual budget (Total Membership Fees) will be comprised of a minimum of two funding components: Operations and Future Development, as described in Section 8.3 paragraph G. Section 8.3 paragraphs C. and D. shall not apply to any Member after the beginning of fiscal year 2026. During the Initial Term, the County will contribute a fixed annual subsidy in the amount of \$472,642.00, which shall constitute the County's annual Total Membership Fees, except for Membership Fees assessed to the Dakota County Sheriff's Office pursuant to this section. There will be no annual adjustment of the subsidy amount."

3.2. New paragraph G. is added to Section 8.3 of the Agreement, as follows:

"G. Beginning in fiscal year 2026, the Members shall contribute to the Operations fund and the Future Development fund as described herein.

1. The Members will contribute to the Operations fund as follows: (a) 50% of the budgetary formula will be based on the population of the geographical areas for which it provides law enforcement services. For fiscal year 2026, the population will be determined as of January 1, 2025. For purposes of this paragraph, the geographical area for which the 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 Sheriff's Office; and (a) the other 50% of the budgetary formula will be based upon the proportional total number of the users determined as of January 1 of the previous fiscal year.

2. The Members will contribute a fixed annual amount of \$3,500 for the Future Development Fund."

3.4 New Section 8.9 is added to Article 8 of the Agreement, as follows:

"8.9 City of Plymouth RMS Project Contribution. The City of Plymouth shall contribute Four Hundred Thousand Dollars (\$400,000) to the CJN Board toward the design and build of a new law enforcement records management system ("RMS Project"), which does not include any costs the City of Plymouth may incur for data conversion. The City of Plymouth will be responsible for this contribution as follows:

- A. The City of Plymouth will contribute 50% of the total invoices due from CJN for any contract related to the RMS Project, except for CJN Contract # DCA21380 with GTEL Advisors, LLC for database design and user interfaces.
- B. CJN commits to the City of Plymouth that the first contract related to the RMS Project for which the City of Plymouth will be required to contribute such funds will be entered into between CJN and GTEL Advisors LLC ("First Contract"), and that the RMS Project will include integration of computer aided dispatch and citation information for Hennepin County law enforcement agencies into the records management system.
- C. After the First Contract, the City of Plymouth will be required to contribute its 50% contribution for any CJN contract related to the RMS Project.
- D. Notwithstanding anything to the contrary in the Agreement or this First Amendment, the City of Plymouth is not obligated to contribute Membership Fees until January 1, 2026, or the go-live date of the records management system, whichever date is later."

4. All other terms of the Agreement shall remain in force and effect unless otherwise amended in accordance with the terms of the Agreement.

In Witness Whereof, the Initial Members and City of Plymouth have executed this First Amendment to the Agreement on the dates indicated below.

[SIGNATURES]