

## JOINT POWERS AGREEMENT – AS AMENDED JANUARY 2004

### AUTOMATED REGIONAL JUSTICE INFORMATION SYSTEM JOINT POWERS AGENCY

THIS AGREEMENT is made among those Public Agencies named below that execute this Agreement.

#### RECITALS

WHEREAS, Public Agencies realize that there is a need for continued operation, maintenance, enhancement and implementation of the Automated Regional Justice Information System (ARJIS) in order to provide improved public safety capabilities to the San Diego region by an effective and efficient use of electronic data processing technology capabilities; and

WHEREAS, Public Agencies believe that the joint exercise of their powers as a Joint Powers Agency (JPA) will provide a decision-making body capable of continuing the operation, maintenance and implementation of the Automated Regional Justice Information System; and

WHEREAS, Public Agencies believe that the San Diego Association of Governments (SANDAG) should serve as the administrator of the ARJIS JPA in order to efficiently incorporate the work done by ARJIS with the work done by SANDAG in the San Diego region,

WHEREAS, this Joint Powers Agreement of December 1, 1980, was amended on July 1, 1990, and January 23, 1998, and the Public Agencies wish to amend it again to implement a consolidation of effort with SANDAG.

NOW THEREFORE, in consideration of recitals and the mutual obligations of the parties as herein expressed, Public Agencies agree as follows:

#### 1. Definitions

The following terms shall have the meanings ascribed to them within this section unless the content of their use dictates otherwise:

- a) “Administrative Member” shall mean SANDAG. As the “Administrative Member” SANDAG shall have the same rights as any of the Public Agencies, shall provide in-kind contributions rather than membership financial support, and shall have the additional responsibilities set forth in this Agreement. SANDAG shall not have a separate vote, but shall be represented by all of the Public Agency representatives.
- b) “Advisory Members” shall mean those members who serve on the ARJIS governing board in an advisory capacity, without voting rights. Advisory Members may contract with SANDAG for the services provided to the Public Agencies.
- c) “Associate Members” shall mean those agencies other than Member Agencies who conduct public safety activities or general purpose local governments outside San Diego County, who are at any given time asked to serve on the ARJIS governing board as

voting members. Associate Members may contract with SANDAG for the services provided to the Public Agencies.

- d) "Fiscal Year" shall mean that year beginning July 1, and ending June 30.
- e) "Member Agencies" shall collectively refer to all of the voting members on the ARJIS governing board, whether they be the Administrative Member, Associate Members, and/or Public Agencies.
- f) "Public Agencies" shall mean those units of government who are at any time a party to the Agreement, including, but not limited to, the Administrative Member, SANDAG.

## 2. Status

There is hereby created a JPA to be known and denominated as the ARJIS which shall be a public entity separate and apart from any Member Agency or Associate Member with the exception of the Administrative Member. ARJIS shall be governed by the terms of this Joint Powers Agreement, by any policies passed and adopted by the ARJIS governing board, and by the statutes, rules, regulations, policies or procedures that govern SANDAG. The ARJIS governing board shall serve and be known as SANDAG's Public Safety Policy Advisory Committee ("PSPAC").

## 3. Purpose

The specific and primary purpose for which the ARJIS is created is to assist the Public Agencies by providing the Public Agencies and those who contract with ARJIS, state-of-the-art criminal justice information technology that enhances both officer and public safety. ARJIS is the convening agency for regional justice technology, and provides its members with seamless, cross-jurisdictional access to essential, accurate real-time data via a secure criminal justice enterprise network.

## 4. Liabilities & Powers

a. The debts, liabilities and obligations of ARJIS shall not constitute any debt, liability or obligation of any of the Public Agencies that are parties to this Agreement except SANDAG. All ARJIS debts, liabilities, and obligations shall be paid from the separate assets and accounts of the ARJIS, which shall be maintained by the Administrative Member.

b. The ARJIS shall not have power to contract or to sue or be sued in its own name. All claims for money or damages against the ARJIS shall be made against SANDAG and shall be governed by Division 3.6 (commencing with Section 810) of Title 1 of the Government Code except as provided therein, or by other statutes or regulations expressly applicable to SANDAG.

c. The ARJIS shall not hire a staff, but shall use the staff of SANDAG and shall compensate SANDAG for the use of those staff services. The ARJIS may also utilize staff from other public agencies under contractual agreements.

d. As of the effective date of this Agreement, the ARJIS may not make new contracts or enter into stipulations of any nature whatsoever, including, but not limited to, contracts and stipulations to indemnify and hold harmless, or to employ labor. All such powers shall be held by SANDAG. SANDAG shall carry out these powers and do all other acts necessary and convenient for the full exercise of the ARJIS powers. Effective July 1, 2004, all contracts, stipulations, or agreements previously entered into by the ARJIS shall be transferred to SANDAG.

## 5. Financial Matters

a. Auditor/Comptroller & Treasurer. SANDAG shall be the depository of funds of ARJIS and the SANDAG Director of Finance shall be the ex-officio Treasurer of ARJIS. The Treasurer of the ARJIS shall file an official bond in the amount of \$100,000. The Auditor/Comptroller of SANDAG shall be the ex-officio Auditor/Comptroller of ARJIS and shall draw warrants or check-warrants against the funds of ARJIS in the Treasury when the demands are approved by the PSPAC, or such other persons as may be specifically designated for that purpose in ARJIS policies. Said Auditor/Comptroller and Treasurer shall comply with all duties imposed under Article 1, Chapter 5, Division 7, Title I, of the California Government Code commencing with Section 6500. SANDAG shall determine reasonable charges to be made against ARJIS for the services of the Treasurer and Auditor/Comptroller. At the end of each fiscal year there shall be an audit conducted by an independent, accredited certified public account.

b. Accounts & Reports. The Auditor/Comptroller of ARJIS shall establish and maintain such funds and accounts as may be required by good accounting practice or bylaws passed and adopted by this Agency. The books and records of ARJIS in the hands of the Auditor/Comptroller shall be open to inspection at all reasonable times by representatives of the Public Agencies. The Auditor/Comptroller of ARJIS, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Member Agencies and Advisory Members. Said financial report shall be accompanied by a financial/compliance opinion by an independent, accredited certified public accountant. The independent, accredited certified public accountant shall be the accounting firm selected by SANDAG.

c. Funds. The Treasurer of ARJIS shall receive, have the custody of and disburse ARJIS funds upon the warrant or check-warrant of the Auditor/Comptroller (i) pursuant to the accounting procedures developed under this Agreement, and (ii) in accordance with normal SANDAG procedures, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement. ARJIS funds and accounts shall be segregated from SANDAG's general funds and accounts. The Treasurer of ARJIS may invest ARJIS funds in accordance with general law. All interest collected on ARJIS funds shall be accounted for and posted to the account of such funds.

d. Budget. The PSPAC shall recommend approval of a preliminary budget to the SANDAG Board no later than April 1 of each year. The PSPAC shall recommend approval of a final budget no later than June 1 of each year and have it approved by the SANDAG Board of Directors by July 1 of each year. After adoption by the SANDAG Board, a copy of the preliminary budget shall be filed with each Public Agency.

e. **Public Agency Financial Support.** With the exception of SANDAG, responsibility for supplying funds for that portion of the budget for ARJIS which is to be supplied by the Member Agencies for operation, maintenance, enhancement and implementation of the system as adopted by the PSPAC and the SANDAG Board of Directors, shall be divided among the Public Agencies, including within its budget as funds to be supplied to the ARJIS that sum of money determined by taking the ratio its population bears to the total population of the region and multiplying it by that portion of the approved budget to be supplied by the Public Agencies. SANDAG shall supply the PSPAC with the official January 1 population figures from the California State Department of Finance Population Research Unit on an annual basis for purposes of this calculation. Payment of membership funds shall be made by each Public Agency by July 15 of each year. If payment by a Public Agency has not been made by September 1 of each year, that Public Agency shall cease to be a participating member of the ARJIS, and its representative shall no longer participate or vote as a member of the PSPAC. A delinquent Public Agency will be reinstated to participating membership and its representative allowed to participate on the PSPAC when full payment has been made, including interest computed from July 15 at the average interest earning rate as determined by the Treasurer.

f. **Associate and Advisory Members Financial Support.** All Associate and Advisory Members who use the system shall be individually charged and pay to the ARJIS a reasonable share of the total cost of operation, maintenance, enhancement and implementation of the system as determined by the PSPAC. Associate and Advisory Members who access the computer shall be charged for computer time, network time, and application development at a rate agreed to by the Board of Directors. Associate and Advisory Members shall also make an annual payment of a determined sum in accordance with the provisions of the contract between SANDAG and the Associate or Advisory Member. If payment by an Associate or Advisory Member has not been made by September 1 of each year, that member shall cease to be a participating member of the ARJIS, and its representative shall no longer participate or vote as a member of the PSPAC. A delinquent member will be reinstated to participating membership and its representative allowed to participate on the PSPAC when full payment has been made, including interest computed from July 15 at the average interest earning rate as determined by the Treasurer.

g. **Administrative Agency Financial Support.** SANDAG shall determine charges to be made against the ARJIS for the services provided by SANDAG, which SANDAG deems are appropriate for reimbursement. Notwithstanding SANDAG's status as a Public Agency Member, SANDAG shall not be required to contribute funds toward ARJIS under Section 5(e), but shall instead provide in-kind contributions in an amount to be approved by the PCPAC and the SANDAG Board.

## 6. Governance

a. All powers of the ARJIS shall be exercised by the SANDAG Board of Directors. The SANDAG Board of Directors shall delegate responsibilities to the PSPAC consistent with its purpose. The membership of the PSPAC shall be composed of one primary representative selected by the governing body of each Member Agency and Advisory Member Agency to serve until recalled by the governing body of said member. Each Member Agency representative must be a mayor, council-person, or supervisor of the governing body which selected him/her, or other appropriate official selected by the governing body. Each Advisory Member Agency representative

must be selected by the governing body of that agency. Vacancies shall be filled in the same manner as originally selected. Each Member Agency and Advisory Member Agency shall also select, in the same manner as the primary representative, one alternate to serve on the PSPAC when the primary representative is not available. Such alternate shall be subject to the same restrictions and have the same powers, when serving on the PSPAC, as the primary representative.

b. At its discretion, each Member Agency and Advisory Member Agency may select a second alternate, in the same manner as the primary representative, to serve on the PSPAC in the event that neither the primary representative nor the regular alternate is able to attend a meeting of the PSPAC. Such alternate shall be subject to the same restrictions and have the same powers, when serving on the PSPAC, as the primary representative.

c. Upon recommendation of the PSPAC, SANDAG may at any time authorize other agencies to join the ARJIS as Associate or Advisory Members. Each Associate Member shall be allowed to vote in accordance with the provisions of this Agreement. SANDAG may allow for the appointment of additional Advisory Members to sit with the PSPAC, but in no event shall said representatives be allowed a vote. Each Associate and Advisory Member shall designate a primary representative and, at its discretion, one or two alternates.

d. Each PSPAC representative, or designated alternate acting in a representative's absence, may receive reimbursement from ARJIS for out-of-pocket and travel expenses incurred by such representative or alternate on approved ARJIS business. Except where prohibited by the charter, or any ordinance, rule, regulation, or policy of a Member Agency, each Member Agency representative, or designated alternate acting in a Member Agency representative's absence, shall receive \$100.00 from ARJIS for each PSPAC meeting attended, as well as travel expenses incurred.

e. The Chair of the SANDAG Board of Directors shall appoint the Chair and Vice Chair of the PSPAC in accordance with the policies and procedures that apply to all SANDAG policy advisory committees.

#### 7. Membership of the Public Safety Policy Advisory Committee

The members selecting the representatives to serve on the PSPAC as of the effective date of this Agreement shall be:

a. **Public Agencies:** The Public Agencies shall be represented by four elected officials selected from each of the four subregions defined in the SANDAG Bylaws, one elected official selected by the City of San Diego, and one elected official selected from the County of San Diego. All six of the Public Agency representatives must be SANDAG Board Members or alternates and shall represent SANDAG. Each Public Agency that has selected a representative to serve on the PSPAC must be a member in good standing with all dues fully paid to ARJIS in order to participate on the PSPAC.

b. **Associate Members:** One person selected by the County Sheriff, one person selected by the State public safety agencies, one person selected from the Regional Homeland Security Committee, and 2 persons selected by the County Chiefs & Sheriffs Association. The number and representation of Associate Members may be modified by a SANDAG Board action amending SANDAG Board Policy.

c. Advisory Members: Two persons selected by the Federal public safety agencies, one person selected from the San Diego County District Attorney's or Probation Department Offices, and one person selected by the courts. The number and representation of Advisory Members may be modified by SANDAG Board action amending SANDAG Board Policy.

#### 8. Voting

(a) The PSPAC shall vote on all items on the basis of one vote per Member Agency.

#### 9. Meetings

The PSPAC shall conduct monthly meetings in conjunction with regularly scheduled SANDAG meetings during the year and at such other times as the PSPAC or SANDAG Board shall direct. Parliamentary procedure at all meetings shall be governed by Roberts Rules of Order, Newly Revised, except as otherwise modified by this Agreement.

#### 10. Ralph M. Brown Act

All meetings of the ARJIS, including without limitation regular, adjourned regular, and special meetings of the PSPAC, and meetings of all standing committees, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code).

#### 11. Quorum

A majority of the voting members of the PSPAC shall constitute a quorum for the transaction of business.

#### 12. Procedures to be Followed

a. Pursuant to Government Code Section 6509, which requires that the powers of ARJIS be limited by the legal restrictions placed upon a named Member Agency, the powers of ARJIS shall be subject to those legal restrictions imposed upon SANDAG by the Constitution of the State of California and the laws governing it.

b. The PSPAC shall adopt SANDAG's administrative regulations establishing the procedures and policies for contracting and approving change orders.

#### 13. Duration of Agreement

This Agreement shall continue in full force and effect until Public Agencies representing more than 50% of the population of the San Diego region withdraw from this Agreement by resolution.

#### 14. Disposition of Assets Upon Termination

Upon termination of this Agreement any money or assets in possession of SANDAG on behalf of the ARJIS after the payment of all liabilities, costs, expenses and charges validly incurred under this Agreement shall be returned to the Public Agencies in proportion to their contributions determined as of the time of termination. In-kind contributions made by SANDAG shall be included in this determination.

#### 15. Effective Date of Agreement

This Agreement became effective for all purposes at 12:01 a.m. July 1, 1990. The most recent amended version of the Agreement shall become effective January 1, 2004. Notwithstanding the foregoing, the consolidation of ARJIS finances with SANDAG will not occur until July 1, 2004. Applicable portions of Section 5 of this Agreement will not go into effect until the consolidation of finances occurs.

#### 16. Later Participating Member Agencies

a. Any San Diego County incorporated city that incorporated after January 1, 2004, that may desire to participate in the activities of ARJIS may do so by executing this Agreement without prior approval or ratification of the Public Agencies and shall be bound by the terms of this Agreement as of the date of execution. The County of San Diego, and the cities in the County which were incorporated on December 1, 1980, who did not execute this Agreement by December 1, 1980 which desire to participate in the activities of ARJIS may do so by executing this agreement without prior approval or ratification of the existing Public Agencies and paying an initial membership charge which may be established and required by SANDAG to offset a portion of the initial start-up costs paid by the Charter Public Agencies, and shall be bound by the terms of terms of this Agreement as of the date of execution. Said membership charge shall not be required of cities that as of December 1, 1980, contracted with the County of San Diego for public safety services, and become a Public Agency after December 1, 1980. Any later participating Public Agency shall receive one (1) vote under the single vote procedure.

b. Any entity that contracts for ARJIS services that wishes to become an Associate or Advisory Member of the PSPAC may submit a written request to the PSPAC identifying how their membership on the PSPAC will further the mission of the PSPAC and/or SANDAG, their history and purpose, and at what level they would like to participate with regard to voting rights and membership fees. If the PSPAC determines the addition of the potential member is advantageous, it may make a recommendation to the SANDAG Board to add the potential member. The SANDAG Board shall make the final determination regarding whether to supplement the PSPAC with additional or different Affiliate or Advisory Members.

#### 17. Agreement Repository

A fully executed copy of this Joint Powers Agreement and any amendments thereto shall be filed with the authorized representative of each Public Agency.

## 18. Information Privacy & Ownership of Data

a. In order to protect the privacy of individuals as set-forth in Section 1 of Article I of the Constitution of California and in the United States Constitution, the maintenance and dissemination of the information in the ARJIS system shall be undertaken in compliance with Federal and State laws and regulations including the Information Practices Act of 1977 (commencing with Section 1798 of the California Civil Code). An appropriate agency as determined by the PSPAC shall, at the call of the PSPAC, conduct an annual certification of the information to assure compliance.

b. All intellectual property owned by the ARJIS as of the effective date of this Agreement (pursuant to Section 15 herein) including, but not limited to, electronic data, shall remain the property of the ARJIS. If pursuant to agreement, the ARJIS serves as a custodian of data it does not own, that data shall presumptively remain the property of the contributing entity and may not be treated as a public record. The ARJIS may not disclose electronic data or other intellectual property for which it is a custodian to third parties without the approval of the entity that owns the property.

## 19. Amendments

Proposed amendments may be originated by any member of the PSPAC or by the SANDAG Board of Directors. Amendments to this Agreement shall require the vote of two thirds (2/3) of the Member Agencies who are members of ARJIS at the time the amendment is proposed.

IN WITNESS WHEREOF, each of the following Public Agencies has caused this Joint Powers Agreement to be executed by having affixed thereto the signatures of the agent of said Agency authorized therefore by the legislative body of that Agency.



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Adopted 12/80  
Amended 7/90  
Amended 1/98  
Amended 1/04

JOINT POWERS AGREEMENT – AS AMENDED JANUARY 2004

AUTOMATED REGIONAL JUSTICE INFORMATION SYSTEM  
JOINT POWERS AGENCY

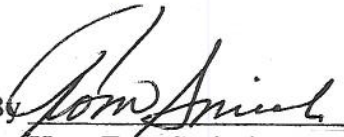
CITY OF CARLSBAD

By   
Hon. Bud Lewis, Mayor Date

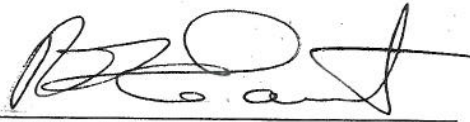
CITY OF CHULA VISTA

By   
Hon. Steve Padilla, Mayor Date


CITY OF CORONADO

By   
Hon. Tom Smisek, Mayor Date

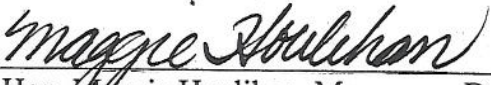
CITY OF DEL MAR

By   
Hon. Richard Earnest, Mayor Date

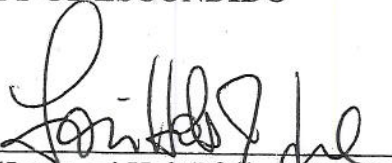
CITY OF EL CAJON

By  2-25-04  
Hon. Mark Lewis, Mayor Date

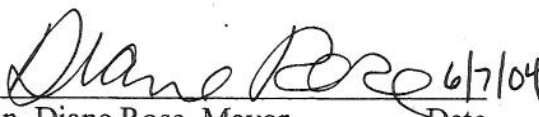
CITY OF ENCINITAS

By  2-12-04  
Hon. Maggie Houlihan, Mayor Date

CITY OF ESCONDIDO

By   
Hon. Lori Holt Pfeiffer, Mayor Date

CITY OF IMPERIAL BEACH

By  6/7/04  
Hon. Diane Rose, Mayor Date

**CITY OF LA MESA**

By Art Madrid 2-16-04  
Hon. Art Madrid, Mayor Date

**CITY OF LEMON GROVE**

By Mary Sessom  
Hon. Mary Sessom, Mayor Date

**CITY OF NATIONAL CITY**

By Nick Inzunza  
Hon. Nick Inzunza, Mayor Date

**CITY OF OCEANSIDE**

By Terry Johnson  
Hon. Terry Johnson, Mayor Date

**CITY OF POWAY**

By Mickey Cafagna  
Hon. Mickey Cafagna, Mayor Date

**CITY OF SAN DIEGO**

By Dick Murphy  
Hon. Dick Murphy, Mayor Date

**CITY OF SAN MARCOS**

By F.H. Corky Smith 5-20-04  
Hon. F.H. Corky Smith, Mayor Date

**CITY OF SANTEE**

By Rand Vorpel 4/23/04  
Hon. Rand Vorpel, Mayor Date

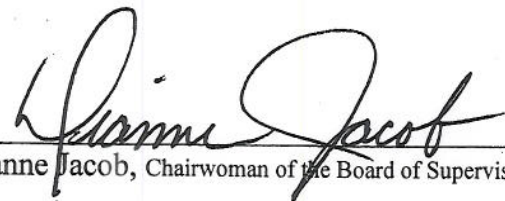
**CITY OF SOLANA BEACH**

By Joe Kellejian  
Hon. Joe Kellejian, Mayor Date

**CITY OF VISTA**

By Morris Vance 3/30/04  
Hon. Morris Vance, Mayor Date

COUNTY OF SAN DIEGO

By  8/4/04  
Dianne Jacob, Chairwoman of the Board of Supervisors / Date