

JOINT POWERS AGREEMENT - AS AMENDED JULY 2023

AUTOMATED REGIONAL JUSTICE INFORMATION SYSTEM JOINT POWERS AGENCY

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

RECITALS

WHEREAS, Charter Member Agencies realize that there is a need for continued operation, maintenance, enhancement and implementation of the Automated Regional Justice Information System (SANDAG-ARJIS) 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, Charter Member Agencies believe that the joint exercise of their powers as a Joint Powers Agency (JPA) will continue to provide a decision-making body capable of continuing the operation, maintenance and implementation of SANDAG-ARJIS; and

WHEREAS, Charter Member Agencies believe that the San Diego Association of Governments (SANDAG) should continue to serve as the administrator of the JPA in order to leverage SANDAG's role as a regional decision-making body convening all 18 cities and the County in the San Diego region; and

WHEREAS, this Joint Powers Agreement of December 1, 1980, was amended on July 1, 1990, January 23, 1998, and August 4, 2004, and the Charter Member Agencies wish to amend it again to restate and solidify its continuity of effort with SANDAG as its Administrator.

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

1. **Definitions**

The following definitions apply to this Agreement unless otherwise stated:

- a) "Administrative Member" means SANDAG. As the Administrative Member SANDAG shall have the same rights as any of the Charter Member 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 Charter Member Agencies.
- b) "Charter Member Agency" means an agency executing this Agreement, other than the Administrative Member.
- c) "Contributing Member Agency" (CMA) means an agency that contributes data to ARJIS but is not a Charter Member Agency. ARJIS hosts a complex law enforcement information system that contains information about a variety of official police incidents generated by the law enforcement agencies in the San Diego region. CMAs provide crime, arrest, and other incident data to ARJIS (with one of those agencies, the San Diego County Sheriff's Department, providing contract services to nine incorporated cities within San Diego County).

- d) "Participating Member Agency" (PMA) means an agency that does not currently provide crime and arrest incident data to ARJIS but accesses ARJIS regional data and utilizes ARJIS services.
- e) "Fiscal Year" means the year beginning July 1 and ending June 30.

2. Status

There is hereby created a JPA to be known and denominated as the Automated Regional Justice Information System, and referred to as SANDAG-ARJIS, which shall be a public entity separate and apart from any Charter Member Agency, CMA, or PMA with the exception of the Administrative Member. SANDAG-ARJIS shall be governed by the terms of this JPA, by any policies passed and adopted by the SANDAG-ARJIS governing board, and by the statutes, rules, regulations, policies or procedures that govern SANDAG. The SANDAG-ARJIS governing board shall serve and be known as SANDAG's Public Safety Policy Advisory Committee ("PSC").

3. Purpose

The specific and primary purpose for which SANDAG-ARJIS is created is to assist the Charter Member Agencies by providing Charter Member Agencies, CMAs and PMAs with state-of-the-art criminal justice information technology that enhances both officer and public safety. SANDAG-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, also known as the ARJIS Enterprise Database or the ARJIS Operational Store (AOS).

4. Liabilities & Powers

- a) The debts, liabilities and obligations of SANDAG-ARJIS shall not constitute any debt, liability or obligation of any of the Charter Member Agencies that are parties to this Agreement except SANDAG. All SANDAG-ARJIS debts, liabilities, and obligations shall be paid from the separate assets and accounts of SANDAG-ARJIS, which shall be maintained by the Administrative Member.
- b) SANDAG-ARJIS shall not have power to contract or to sue or be sued in its own name. All claims for money or damages against SANDAG-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) SANDAG-ARJIS shall not hire a staff but shall use the staff of SANDAG and shall compensate SANDAG for the use of those staff services. SANDAG-ARJIS may also utilize staff from other public agencies under contract.

5. Financial Matters

- a) Auditor/Comptroller & Treasurer. SANDAG shall be the depository of funds of SANDAG-ARJIS and the SANDAG Chief Financial Officer shall be the ex-officio Treasurer of SANDAG-ARJIS. The Treasurer shall file an official bond in the amount of \$100,000. The SANDAG Auditor/Comptroller shall be the ex-officio Auditor/Comptroller of SANDAG-ARJIS and shall draw warrants or check-warrants against the funds of SANDAG-ARJIS

in the Treasury when the demands are approved by the PSC, or such other persons as may be specifically designated for that purpose in SANDAG-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 SANDAG-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 shall establish and maintain such funds and accounts as may be required by good accounting practice or bylaws passed and adopted by SANDAG. The books and records of SANDAG-ARJIS in the hands of the Auditor/Comptroller shall be open to inspection at all reasonable times by representatives of the Charter Member Agencies. The Auditor/Comptroller, 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 Charter Member Agencies. 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 shall receive, have the custody of and disburse SANDAG-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. SANDAG-ARJIS funds and accounts shall be segregated from SANDAG's general funds and accounts. The Treasurer may invest SANDAG-ARJIS funds in accordance with general law. All interest collected on SANDAG-ARJIS funds shall be accounted for and posted to the account of such funds.
- d) **Budget.** The PSC shall recommend approval of a preliminary budget to the SANDAG Board and distribute a copy of the preliminary budget to each Charter Member Agency no later than May 1 of each year. The PSC 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 final budget shall be filed with each Charter Member Agency.
- e) **Administrative Agency Financial Support.** SANDAG shall determine charges to be made against SANDAG-ARJIS for the services provided by SANDAG, which SANDAG deems are appropriate for reimbursement. No less than annually, SANDAG shall report such charges to each Charter Member Agency. SANDAG shall not be required to contribute funds toward SANDAG-ARJIS, but shall instead provide in-kind contributions.
- f) **Fee Schedule.** The Fee Schedule for Charter Member Agencies, CMAs, and PMAs is attached to the Agreement as Addendum A. The Fee Schedule may be revised by a majority vote of the then-current Charter Member Agencies and the newly revised Addendum A will supersede any previously approved addenda.

6. Governance

- a) SANDAG-ARJIS is a JPA and is governed by the terms of this Agreement, by any policies passed and adopted by the SANDAG-ARJIS governing board, and by the statutes, rules, regulations, policies or procedures that govern SANDAG. SANDAG serves as the Administrator of the JPA.
- b) All powers of ARJIS shall be exercised by the SANDAG Board of Directors. The SANDAG Board of Directors shall delegate responsibilities to PSC, which shall be the ARJIS governing board. PSC is formed under SANDAG Board Policy Nos. 002 and 026, and advises the SANDAG Board of Directors on matters concerning SANDAG-ARJIS and the SANDAG Criminal Justice Program. The Chiefs'/Sheriff's Management Committee is a standing committee established to support the PSC. Each member of the Chiefs'/Sheriff's Management Committee has an equal vote; and is authorized to forward recommendations to the PSC on any recommended policies and procedures within its jurisdiction.
- c) Policy decisions other than those specifically delegated to PSC must be made by the SANDAG Board of Directors.
- d) Pursuant to Government Code Section 6509, which requires that the powers of a JPA be limited by the legal restrictions placed upon a named member of the JPA, the powers of SANDAG-ARJIS are subject to those legal restrictions imposed upon SANDAG by the Constitution of the State of California and the laws governing SANDAG.

7. Membership of the Public Safety Policy Advisory Committee

The membership of PSC is governed by SANDAG Board Policy No. 002.

8. Voting

The PSC shall vote on all items on the basis of one vote per voting member as appointed under Board Policy No. 002.

9. Meetings

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

10. Ralph M. Brown Act

All meetings of the SANDAG-ARJIS governing board, including without limitation regular, adjourned regular, and special meetings of the PSC, 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 PSC shall constitute a quorum for the transaction of

business.

12. Duration of Agreement

This Agreement shall continue in full force and effect until three or more Charter Member Agencies representing more than 50% of the population of the San Diego region withdraw from this Agreement by resolution. The population of the County of San Diego shall be the unincorporated portion of the San Diego region.

13. Disposition of Assets Upon Termination

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

14. 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 July 1, 2023, or on such later date when the 18 cities, County of San Diego, and SANDAG sign the Agreement.

15. Later Participating Member Agencies

Any San Diego County incorporated city that incorporated after July 1, 2023, that may desire to participate in the activities of SANDAG-ARJIS may do so by executing this Agreement without prior approval or ratification of the Charter Member Agencies and shall be bound by the terms of this Agreement as of the date of execution.

16. Agreement Repository

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

17. 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 SANDAG-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 PSC shall, at the call of the PSC, conduct an annual certification of the information to assure compliance.
- b) All intellectual property owned by SANDAG-ARJIS as of the effective date of this Agreement including, but not limited to, electronic data, shall remain the property of SANDAG-ARJIS. When SANDAG-ARJIS serves as a custodian of data it does not own, that data shall presumptively remain the property of the Charter Member Agency or CMA.

18. Amendments

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

IN WITNESS WHEREOF, each of the following Charter Member Agencies have caused this Joint Powers Agreement to be executed by signature of a person authorized by the respective governing body of each agency. This Agreement may be executed in counterparts.

Adopted 12/80
Amended 7/90
Amended 1/98
Amended 1/04
Amended 7/23

JOINT POWERS AGREEMENT - AS AMENDED JULY 2023

AUTOMATED REGIONAL JUSTICE INFORMATION SYSTEM JOINT POWERS AGENCY

CITY OF CARLSBAD

By *Scott Chadwick*
[Scott Chadwick \(Aug 18, 2023 14:22 PDT\)](#)
Scott Chadwick
City Manager

CITY OF ENCINITAS

By *Pamela Antil*
[Pamela Antil \(Jun 13, 2023 17:51 PDT\)](#)
Pamela Antil
City Manager

CITY OF CHULA VISTA

By *Maria Kachadoorian*
[Maria Kachadoorian \(Jun 13, 2023 11:55 PDT\)](#)
Maria Kachadoorian
City Manager

CITY OF ESCONDIDO

By *Sean McGlynn*
[Sean McGlynn \(Jun 13, 2023 12:30 PDT\)](#)
Sean McGlynn
City Manager

CITY OF CORONADO

By *Tina Friend*
[Tina Friend \(Jun 21, 2023 12:00 PDT\)](#)
Tina Friend
City Manager

CITY OF IMPERIAL BEACH

By *Tyler Foltz*
Tyler Foltz
City Manager

CITY OF DEL MAR

By *Ashley Jones*
Ashley Jones
City Manager

CITY OF LA MESA

By *Greg Humora*
Greg Humora
City Manager

CITY OF EL CAJON

By *Graham Mitchell*
[Graham Mitchell \(Jun 27, 2023 20:01 PDT\)](#)
Graham Mitchell
City Manager

CITY OF LEMON GROVE

By *Lydia Romero*
[Lydia Romero \(Aug 1, 2023 15:13 PDT\)](#)
Lydia Romero
City Manager

CITY OF NATIONAL CITY

By _____
Armando Vergara
Interim City Manager

CITY OF SAN DIEGO

By *Eric K. Dargan*
[Eric K. Dargan \(Jun 14, 2023 10:59 PDT\)](#)
Erik Dargan
Chief Operating Officer

CITY OF POWAY

By *Chris Hazeltine*
[Chris Hazeltine \(Nov 14, 2023 10:59 PST\)](#)
Chris Hazeltine
City Manager

CITY OF SANTEE

By *Marlene D. Best*
[Marlene D. Best \(Jun 27, 2023 16:31 PDT\)](#)
Marlene Best
City Manager

CITY OF SAN MARCOS

By *Jack Griffin*
[Jack Griffin \(Jun 21, 2023 08:28 PDT\)](#)
Jack Griffin
City Manager

CITY OF VISTA

By *John Conley*
[John Conley \(Jun 13, 2023 11:31 PDT\)](#)
John Conley
City Manager

CITY OF SOLANA BEACH

By *Greg Wade*
Greg Wade
City Manager

SAN DIEGO COUNTY SHERIFF'S DEPARTMENT

By *Kelly Martinez*
[Kelly Martinez \(Jun 20, 2023 09:24 PDT\)](#)
Kelly Martinez
Sheriff

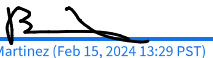
CITY OF OCEANSIDE

By *Jonathan Borrego*
Jonathan Borrego
City Manager

SANDAG

By *Cindy Burke*
Hasan Ikhata
Chief Executive Officer or
designee

CITY OF NATIONAL CITY

By 
Ben Martinez (Feb 15, 2024 13:29 PST)
Benjamin Martinez
City Manager

CITY OF SAN DIEGO

By _____
Erik Dargan
Chief Operating Officer

CITY OF POWAY

By _____
Chris Hazeltine
City Manager

CITY OF SANTEE

By _____
Marlene Best
City Manager

CITY OF SAN MARCOS

By _____
Jack Griffin
City Manager

CITY OF VISTA

By _____
John Conley
City Manager

CITY OF SOLANA BEACH

By _____
Greg Wade
City Manager

SAN DIEGO COUNTY SHERIFF'S DEPARTMENT

By _____
Kelly Martinez
Sheriff

CITY OF OCEANSIDE

By _____
Jonathan Borrego
City Manager

SANDAG

By _____
Hasan Ikhata
Chief Executive Officer or
designee

Addendum A

ARJIS Fee Structure

Each fiscal year (July 1 – June 30), ARJIS develops an annual budget to support the ongoing maintenance of the ARJIS infrastructure and programs. ARJIS staff presents the proposed annual budget and ARJIS Fee Structure to the Public Safety Committee in the Spring for a recommendation and to the SANDAG Board of Directors shortly after for approval. This Fee Structure applies only to the ARJIS Standard Service Package, which is described below. Additional services not included in the Standard Service Package will be billed separately at cost.

Participating and Contributing Member Agency Fees

Participating and Contributing Member Agencies will be charged a flat fee for the ARJIS Standard Service Package based on the number of active ARJIS accounts as of May 1 prior to the beginning of the billing cycle (July 1 – June 30).

Active Users	Participating Member Agency Fee	Contributing Member Agency Fee
1-9	\$ 40,000.00	\$ 30,000.00
10-24	\$ 50,000.00	\$ 45,000.00
25-49	\$ 70,000.00	\$ 60,000.00
50-99	\$ 85,000.00	\$ 70,000.00
100-199	\$ 95,000.00	\$ 75,000.00
200+	\$ 110,000.00	\$ 80,000.00

Active ARJIS accounts are calculated by subtracting from the respective agency’s total number of the users those accounts which show “Never Logged In”; “Must Change Password” and “Password Expired” status at the time of billing.

Charter Member Agency Fees

In FY 2024, Charter Member Agencies will be charged a flat fee for the ARJIS Standard Service Package based on 2020 Census figures which were initially presented. In future fiscal years, the proportion of the region’s population residing in each jurisdiction will be based on the most recent SANDAG Population Estimates to ensure population growth and declines are accurately accounted for. The County of San Diego fee will be based on the population of all unincorporated areas. The portion of the annual budget charged to Charter Member Agencies will be calculated by subtracting anticipated Participating and Contributing Member Agency Fees and grant revenues from the approved ARJIS annual budget.

Billing

Payment is due within 30 days of receiving the invoice.

ARJIS Standard Service Package

Participating Member Agency	Contributing Member Agency	Charter Member Agency
Access to ARJIS Network	Access to ARJIS Network	Access to ARJIS Network
Data Repository Standardization	Data Repository Standardization	Data Repository Standardization
Application Tools	Application Tools	Application Tools
Security Center	Security Center	Security Center
Help Desk	Help Desk	Help Desk
Crime Mapping	Crime Mapping	Crime Mapping
Crime Statistics	Crime Statistics	Crime Statistics
User Group Community	User Group Community	User Group Community
Software Licensing Contracts	Software Licensing Contracts	Software Licensing Contracts
AB 1747 Monthly Reports	AB 1747 Monthly Reports	AB 1747 Monthly Reports
	Data Entry	Data Entry
	Regional Validation Table Updates	Regional Validation Table Updates
	Interfaces and Maintenance	Interfaces and Maintenance
		Monthly Mandated Crime Reporting