

ANOKA COUNTY

**MANAGEMENT COMMITTEE AGENDA
and Meeting of the Anoka County Board of Commissioners****

Commissioners Look (Chair), Meisner (Vice Chair), Reinert, and Gamache

FOR THE JULY 27, 2023, MEETING

8:30 A.M.

Conference Room #772 - Government Center

1. Public Comment: Public comments are welcome at this time. In consideration of others wishing to speak, please limit comments to 2 minutes. Questions directed to the committee will not be answered immediately; however, whenever possible, all appropriate questions will be responded to in a timely and effective manner by county staff.
2. In accordance with the Personnel Rules and Regulations, and/or the Travel Policy, and at the request and recommendation of the respective department heads, consider approving the consent items. **See attached** consent items.
3. Consider recommending adopting Resolution #2023-M5, Accepting A Donation to The Anoka County Attorney's Office. **See attached** resolution.
4. Consider recommending adopting Resolution #2023-M6, A Resolution Authorizing the Acceptance of a Grant from The Minnesota Department of Commerce in The Amount Of \$260,300.40 For an Auto Theft Prosecutor and Related Training Expenses (Contract #C0010181). **See attached** resolution.
5. Consider recommending approving Contract #C0010183, a service agreement with Berglund, Baumgartner & Glaser, LLC, for low-level township prosecution services based on a flat rate of \$3,500 per month thru December 31, 2024, with an option to renew annually. **See attached** action item worksheet and contract.

If approved by the Management Committee, this item may move directly to the county board for approval on July 27, 2023.
6. Consider, for informational purposes, Contract #C0010184, an adjusted Employment Agreement for Bethany Fountain Lindberg effective August 1, 2023, for services as Chief Deputy County Attorney. **See attached** action item worksheet.
7. Consider, for informational purposes, Contract #C0010185, Employment Agreement with Bill Jacobson, and appointing Bill as the Anoka County Chief Deputy Sheriff, effective July 1, 2023. **See attached** action item worksheet.
8. Consider, for informational purposes, an Employee Engagement & Inclusion Update.

*** Actions taken by this Committee do not bind the County Board. In addition to the County Commissioners appointed to this committee, additional County Commissioners may attend. Non-committee Commissioners may choose to participate in the discussions and/or ask questions, but they will **not** vote on any item, nor will they agree to take a specific action on business conducted by the committee. If their attendance and limited participation in the committee meeting is considered a meeting of the County Board, this shall serve as notice of a County Board meeting. This shall also serve as notice of a County Board Meeting for any committee comprised of four or more members of the board.*

ANOKA COUNTY

CONSENT ITEMS

FOR THE JULY 27, 2023, MANAGEMENT COMMITTEE MEETING

Consent items will be voted on as one item.

At the request of any commissioner, a consent item may be moved to the regular agenda for discussion purposes.

1. Travel requests at the request and recommendation of the respective department heads in accordance with the Travel and Expense Policies:
 - A. Shane Sheets, Director - Administration/Medical Examiner's Office - to attend National Association of Medical Examiners Annual Meeting - San Jose, CA - 5 days, October 2023 - costs, which are funded by a CDC Foundation Grant, to include \$780 registration, \$66 mileage, \$1,125 lodging, \$407 per diem, \$900 air fare, \$100 ground transportation, and \$120 parking.
 - B. Don Wood, Lead Network Engineer - Administration/Information Technology - to attend Firefly's ACI Elite Series 16th August Cohort Training - Online Training (14 weeks) – Fall 2023 - costs to include \$6000 registration, funded with Cisco Learning Credits.

Travel and training forms are available in Administration for review.

RESOLUTION #2023-M5

**ACCEPTING A DONATION TO THE
ANOKA COUNTY ATTORNEY'S OFFICE**

WHEREAS, the County of Anoka is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 et seq. for the benefit of its citizens and is specifically authorized to accept gifts; and,

WHEREAS, the following persons and entities have offered to contribute the cash amounts set forth below to the county:

<u>Name of Donor</u>	<u>Amount</u>
Anoka County Children and Family Council	\$4,742.56

WHEREAS, the terms or conditions of the donations, if any, are as follows:

Donation Reference Terms or Conditions:

The Anoka County Children and Family Council approved the Sponsorship of a week-long Mock Trial Camp put on through Anoka County Justice Partners including the representatives of the Anoka County Attorney's Office, local judges, defense attorneys, court administration, law enforcement, court reporters, law clerks, and victim witness coordinators. This donation is made to the Anoka County Attorney's Office in sponsorship of the camp to reimburse the office for costs associated with running the camp.

WHEREAS, all such donations have been contributed to the county for the benefit of its citizens, as allowed by law; and,

WHEREAS, the county board finds that it is appropriate to accept the donations offered:

NOW THEREFORE, BE IT RESOLVED that Anoka County, by and through its Board of Commissioners, hereby accepts the donations described above to be used as designated to provide services and directs the department to issue receipts to each donor acknowledging the county's receipt of the donor's donation and authorizes the Finance and Central Services Division to set up the appropriate financial tracking of the donation in cooperation with the Anoka County Attorney's Office.

RESOLUTION #2023-M6

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT
FROM THE MINNESOTA DEPARTMENT OF COMMERCE
IN THE AMOUNT OF \$260,300.40 FOR AN
AUTO THEFT PROSECUTOR AND RELATED TRAINING EXPENSES
(CONTRACT #C0010181)**

WHEREAS, the County of Anoka is within the portion of the Twin Cities-metro area that has been disproportionately impacted by auto theft; while only 55% of the population of the state lives in the metro area, 77% of the state's auto thefts occur here; and,

WHEREAS, automobile thefts are often committed by organized groups and repeat offenders who drive recklessly, damage property, and cause injuries; cross jurisdictional boundaries; and frequently use stolen vehicles to facilitate other crimes; and,

WHEREAS, auto theft investigations and prosecutions are complicated processes requiring specialized training, technology, and resources; and,

WHEREAS, the Anoka County Attorney's Office ("Grantee") has received notification of a grant award in the amount of \$260,300.40 to be used to support a dedicated full-time prosecutor for motor vehicle theft cases for the term July 1, 2023, to June 30, 2025; and,

WHEREAS, the Grantee has participated in and received funds from the state's Auto Theft Prevention Program for nearly 20 years; and,

WHEREAS, in order to accept the grant funds, Anoka County must agree to conditions of the grant:

NOW, THEREFORE, BE IT RESOLVED that Anoka County, by and through its Board of Commissioners, does hereby enter into Grant Agreement Number 231885 with the Minnesota Department of Commerce to fund prosecutorial efforts related to the Auto Theft Prevention Program.

BE IT FURTHER RESOLVED that the Anoka County Board of Commissioners and the Anoka County Administrator hereby authorize the Anoka County Attorney to execute the grant agreement on behalf of Anoka County.



ANOKA COUNTY BOARD ACTION ITEM

JULY 27, 2023

COUNTY ATTORNEY'S OFFICE

ACTION REQUESTED	Approve Contract #C0010183, a service agreement between Anoka County and the Anoka County Attorney's Office, on the one hand, and Berglund, Baumgartner & Glaser, LLC, on the other hand for low-level township prosecution services.
BACKGROUND	The Anoka County Attorney's Office is the default prosecutor for low-level offenses (traffic, misdemeanor and gross misdemeanor crimes) occurring in Linwood Township, cited by the DNR, and for County worthless-check cases. When handling those cases, attorneys from the ACAO must appear on lengthy municipal court calendars alongside city prosecutors who regularly handle petty misdemeanor, misdemeanor, and gross misdemeanor offenses. These cases are not heard on the same felony calendars and courtrooms where the other cases prosecuted by the ACAO are heard. Moreover, misdemeanor cases are all calendared for 8:30 a.m. or 1:00 p.m. A felony attorney assigned to these misdemeanor cases may wait several hours before their specific case is called. Taken together, it is a significant time commitment for the attorneys who have serious felony case assignments to leave their other assignments to handle low-level offenses. Berglund, Baumgartner & Glaser is already appearing and handling these types of cases on the municipal calendars and, they are uniquely positioned to handle these cases competently and more efficiently than the attorneys from the ACAO, who are on different calendars. This contract reduces a portion of the identified needs the ACAO has in the Criminal Division, and it was made part of the office's 2024 proposed budget. Implementation this year would not require a budget adjustment.
SOLUTIONS	Contract out the legal services of those jurisdictions to a prosecutor who is working on the misdemeanor calendars. This will save ACAO resources in both time and financial. It will leave the current Criminal Division attorneys more time to focus on the Felony level matters.
FUNDING SOURCE (Levy dollars, IT fund, building fund, asset preservation, carryover dollars, etc.)	County Attorney Budget
CONCLUSION	The Anoka County Attorney's Office asks that you approve the above-referenced contract.

**AGREEMENT FOR LEGAL SERVICES BETWEEN THE COUNTY OF ANOKA,
THE ANOKA COUNTY ATTORNEY'S OFFICE, AND BERGLUND,
BAUMGARTNER & GLASER, LLC**

THIS AGREEMENT is by and between the **COUNTY OF ANOKA, MINNESOTA** ("County"), the **ANOKA COUNTY ATTORNEY'S OFFICE** ("ACAO"), and **BERGLUND, BAUMGARTNER & GLASER, LLC**, a Minnesota limited liability corporation ("BBG"), and it is effective as of the date last signed by the parties hereto.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree to the following terms and conditions pursuant to Minnesota Statute § 388.09, Subd. 2, for the prosecution of certain gross misdemeanors, misdemeanors, and petty offenses within Anoka County.

- 1. SERVICES AND RELATIONSHIP.** BBG shall furnish and perform criminal prosecution legal services ("Prosecution Services") on behalf of the County for Linwood Township, the DNR and County worthless check cases before the Anoka County District Court. Prosecution Services shall include petty misdemeanor, misdemeanor, and gross misdemeanor offenses. Such work shall include attendance at arraignments, bail hearings, omnibus hearings, pre-trials, jury trials, court trials, restitution hearings, contested motion hearings, and expungement hearings. BBG's Prosecution Services shall further include charging decisions, drafting complaints (with the exception of County worthless check cases, which shall be drafted by County personnel), and other out-of-court services typically associated with providing prosecution services.
- 2. INDEPENDENT CONTRACTOR STATUS.** At all times and for all purposes hereunder and consistent with Minnesota Statute § 388.09, Subd. 2, BBG and its employees shall be independent contractors and not employees of the County for any purpose. No statement contained in this Agreement shall be construed so as to find BBG or any of its employees to be an employee of the County, and BBG shall not be entitled to any of the rights, privileges, or benefits of employees of the County, including but not limited to workers' compensation, health/ death benefits, and indemnification for third-party personal injury/ property damage claims.
- 3. TERM.** The initial term of this Agreement shall be from July 31, 2023, to and including December 31, 2024 ("Term"), and it shall continue annually for subsequent one-year terms unless cancelled or terminated earlier as provided in Section 8 herein.
- 4. FEES.** BBG will provide Prosecution Services to the County based on a flat monthly rate of \$3,500 per month for all services and work including the receipt and review of citations and cases submitted by law enforcement through and including final trial preparation for those matters. In addition to the flat fee amount, hourly fees for services and work associated with bench trials and jury trials (to start on the first day of jury selection) and criminal matters that may be appealed to any Minnesota or Federal Appeals Court will be billed at the rate of \$120.00 per hour for attorney time and \$60.00 per hour for paralegal time for any

time spent by BBG in the preparation and submission of the appeal. BBG shall track time billed separately for jury trials and appeals and shall make that a part of the periodic invoicing of services. BBG shall consult with the ACAO. The ACAO reserves the right to determine whether (1) an appeal is appropriate, and (2) if an appeal is appropriate, then whether the ACAO or BBG will litigate the appeal. If BBG shall note on any invoice in which BBG has exceeded equivalent of 100 attorney hours (i.e., \$12,000.00 in total fees) in aggregate for jury trials and appeals in that calendar year, BBG shall consult with the ACAO Criminal Division Chief or their designee about the staffing of the Prosecution Services going forward for the balance of a year.

For any term beyond the initial term, the monthly and hourly fees set forth in this Agreement will increase annually in the same percentage as any Performance Based Range Movement (merit) Increase and/or General Increase (cost-of-living) granted by the Anoka County Board. Hourly fees for services are billed to the nearest 0.10 of an hour. In addition to the fees for services, the County agrees to reimburse direct costs as set forth in Section 5. Invoices for BBG's services shall be submitted monthly, no later than the 15th day of the month following the month in which the service has been provided. For example, the invoice for Prosecution Services provided in January shall be submitted to the ACAO no later than February 15 or the first business day following that date.

5. **EXPENSES.** In addition to the fees in paragraph 4, the County shall reimburse BBG for those costs that are reasonable and necessary and directly attributable to provide the Prosecution Services. Direct costs may include, but are not limited to, filing fees, expert fees, process service fees, additional software or database subscription fees beyond regular subscription fees, and any other out-of-pocket costs that BBG incurs in providing the Prosecution Services. Expenses do not include travel costs unless otherwise agreed to in writing. Before engaging an expert who charges a fee, the BBG shall consult with the ACAO's Criminal Division Chief or their designee about whether there could be alternative experts available who do not charge a fee, or whether the issue before the Court requires an expert. These costs shall be invoiced to the County without markup.

6. PROFESSIONAL STANDARDS AND DUTIES.

- A. In providing all services pursuant to this Agreement, BBG shall abide by all professional standards, statutes, ordinances, policies, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. This includes, but is not limited to, the Minnesota Rules of Criminal Procedure, General Rules of Practice on decorum and other general rules, Rules of Professional Conduct, prosecutorial discovery obligations under *Brady/Giglio* doctrine or other authorities, and any applicable case law, local rules and/or practice.
- B. BBG shall exercise independent judgment and prosecutorial discretion in the administration of all cases handled pursuant to this agreement and, in doing so, shall determine whether any case or cases qualify for administration through Anoka County Specialty Courts or the ACAO's pre-charge diversion program. In such cases, BBG shall consult with the ACAO's Criminal Division Chief or their

designee about whether the case(s) are appropriate for the Specialty Court or diversion, and whether such cases will be referred to others to be handled outside of this Agreement or whether BBG will continue to provide prosecution services under this Agreement.

- C. In reviewing case(s) handled pursuant to this Agreement for potential charging, BBG shall consider whether each case presents facts or circumstances that should be reviewed by the ACAO for consideration of potential felony charges and whether there are potential co-defendants in the referral who are, or could potentially be, defendants in felony case(s) charged by the ACAO. In such cases, BBG shall consult with the ACAO's Criminal Division Chief or their designee about how to handle the case(s).
- D. Any violation of terms and conditions of this Agreement or applicable statutes, ordinances, rules, policies, or regulations shall constitute a material breach of this Agreement and shall entitle the County Attorney or Chief Deputy County Attorney for the ACAO to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant. Delivery of written notice of termination may be via hand delivery to the BBG office or email message to any partner(s)/member(s) handling the Prosecution Services under this Agreement.

- 7. **PROFESSIONAL LIABILITY INSURANCE.** BBG agrees, at all times during the Term of this Agreement, to maintain professional liability insurance in the amount of at least \$2,000,000.00 per occurrence and \$5,000,000.00 aggregate and Worker's Compensation Insurance to meet at least minimum Minnesota State Statutes.
- 8. **TERMINATION.** This agreement may be terminated as follows: (1) for good cause under paragraph 6 above; (2) by mutual agreement of BBG and the ACAO; or (3) this Agreement may be terminated by either party, with or without cause, upon sixty (60) days written notice. Payment for services rendered shall be through the date of termination and cessation of services as identified in the written notification.
- 9. **DATA PRIVACY AND OWNERSHIP.** In collecting, storing, using, and disseminating data on individuals in the course of providing services hereunder, BBG agrees to abide by the Minnesota Rules of Professional Conduct and all pertinent state and federal statutes, rules and regulations covering data privacy, including, but not limited to, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration.

All data created, collected, received, stored, used, maintained, or disseminated by BBG in performing this Agreement is also subject to the provisions of Minn. Stat. § 13.01 *et. seq.* (the Minnesota Government Data Practices Act) and, pursuant to that statute, BBG must comply with the requirements of that statute as if it were a government entity. All remedies set forth in Minn. Stat. § 13.08 shall also apply to BBG. BBG is not required to provide public data to the public if that same data is available from the County Attorney, unless stated otherwise in this Agreement.

All data created, collected, received, stored, used, maintained, or disseminated by BBG in performing this Agreement remains the property of the County. Upon termination of the Agreement, all data and prosecution files subject to this Agreement shall be turned over to the County.

10. MISCELLANEOUS.

- A. *Governing Law.* This Agreement shall be governed by the laws of the State of Minnesota.
- B. *Severability.* In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- C. *Conflicts.* BBG shall not accept representation of any new clients that will constitute a conflict of interest with the County. In the event that BBG identifies any case(s) that pose a conflict of interest, BBG shall consult with the ACAO's Criminal Division Chief or their designee about how to handle the case(s).
- D. *Full Agreement.* The Parties acknowledge that this Agreement represents the full and complete agreement of the Parties and any amendments or modifications to this Agreement must be in writing and executed by both Parties to be effective.
- E. *Counterparts.* This Agreement and any amendments to this Agreement may be executed in counterparts on different dates, each of which shall be fully effective, and all of which together shall constitute one and the same instrument.

IN WITNESS, the parties hereto have executed this Agreement the day and years appearing opposite their signatures.

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COUNTY OF ANOKA, MINNESOTA

Date: _____

By: _____

Its: _____

Date: _____

**ANOKA COUNTY ATTORNEY'S
OFFICE**

By: _____

Brad Johnson
Anoka County Attorney

Date: _____

**BERGLUND, BAUMGARTNER &
GLASER, LLC**

By: _____

Scott C. Baumgartner



ANOKA COUNTY BOARD ACTION ITEM

JULY 27, 2023

COUNTY ATTORNEY'S OFFICE

ACTION REQUESTED	Consider, for informational purposes, Contract #C0010184, an adjusted Employment Agreement for Bethany Fountain Lindberg beginning August 1, 2023, in the amount of \$190,008 per year (prorated for the remainder of the year) and an additional increase to \$199,680 per year for January 2024.
BACKGROUND	<p>Anoka County Attorney Brad Johnson appointed Bethany Fountain Lindberg to the position of Chief Deputy County Attorney in the Anoka County Attorney's Office effective Feb 6, 2023. Before that appointment, she had served since 2009 as a District Court Judge chambered in Anoka, and she had also been a managerial-level assistant county attorney. Her salary of \$175,988.80 at the time of appointment in 2023 remained identical to and unchanged from the 2022 (last year's) salary of the recently retired Chief Deputy County Attorney, Marcy Crain; it was within a few thousand dollars of Fountain Lindberg's judicial salary. There was no increase in the Chief Deputy salary for 2023.</p> <p>When Bethany Fountain Lindberg began serving as Chief Deputy the County was in the final stages of the Helios market study. Implementation of the Helios data resulted in market raises for many attorneys in the office, including several supervisory attorneys who are reporting to the Chief Deputy. Several Division Chiefs in the County Attorney's Office now have higher current salaries than the Chief Deputy. The annual salary of 3 Division Chief's is 180,960.00, which is approximately \$4,000 more than the Chief Deputy's annual salary. Comparable salaries show an increase in the Chief Deputy salary is needed. For comparison the Minnesota Judicial Branch salaries for District Court Judges were just increased to \$182,805.00 in 2023, and they will further increase to \$190,117.00 in 2024. The Hennepin County counterpart to the Chief Deputy is reported to be making \$202,052.27 this year.</p> <p>Bethany Fountain Lindberg is a key employee in the Anoka County Attorney's Office, and pivotal to the leadership and administration of the office, the County, and our systems of civil and criminal justice here in Anoka County. Not only is the salary adjustment herein equitable and justified, but it also reflects her value. The salary adjustments for 2023 and 2024 will not result in a need for any budget adjustment in 2023, they are incorporated in the 2024 proposed budget.</p>
SOLUTIONS	
FUNDING SOURCE (Levy dollars, IT fund, building fund, asset preservation, carryover dollars, etc.)	County Attorney Budget
CONCLUSION	The Anoka County Attorney's Office proposes to amend the above-referenced employment contract for the Chief Deputy County Attorney for a salary adjustment during the balance of 2023 and in 2024.



ANOKA COUNTY BOARD ACTION ITEM

July 27, 2023

SHERIFF'S OFFICE

ACTION REQUESTED	Consider, for informational purposes, Contract #C0010185, Employment Agreement with Bill Jacobson, and appointing Bill as the Anoka County Chief Deputy Sheriff, effective July 1, 2023.
BACKGROUND	Bill Jacobson is appointed Chief Deputy Sheriff by Anoka County Sheriff Brad Wise effective July 1, 2023. Chief Deputy Jacobson began his law enforcement service as a police officer for the Centennial Lakes Police Department before being promoted to detective and sergeant within the agency. After nearly 14 years with the Centennial Lakes Police Department, in 2019 he accepted a detective position with the Anoka County Sheriff's Office's Criminal Investigations Division. In this role he investigated major crimes throughout the county including homicides, sexual assaults, and robberies. In March of 2022, Chief Deputy Jacobson was promoted to lieutenant where he was responsible for supervising the day-to-day operations of the Administration Division. Chief Deputy Jacobson holds an associate degree in law enforcement from North Hennepin Community College, bachelor's degree in sociology from the University of Minnesota, and master's degree in police leadership from the University of Saint Thomas. Chief Deputy Jacobson's education, training, and experience make him highly qualified for this position. Accordingly, his executive leadership acumen is indispensable for Sheriff Wise.
SOLUTIONS	
FUNDING SOURCE (Levy dollars, IT fund, building fund, asset preservation, carryover dollars, etc.)	Sheriff's Office Budget
CONCLUSION	The Anoka County Sheriff's Office asks that you consider, for informational purposes the above-referenced employment agreement.