



BELTRAMI COUNTY

JOINT WORK MEETING WITH THE BEMIDJI CITY COUNCIL

**Beltrami County Board of Commissioners
February 4, 2009
5:30 p.m.**

**Meeting to be Held in the Commissioner Conference Room
County Administration Building, 701 Minnesota Avenue NW
Bemidji, Minnesota**

AGENDA

1. Call to Order & Introductions
2. Discussion of Safe Neighborhoods Court Diversion Program
3. Consideration of Contract With County Attorney's Office for City Prosecution Services
4. Review of Shared MIS Services
5. Opportunities to Partner for Government Consulting Services
6. Open Discussion
7. Adjourn



MEMORANDUM

TO: Mayor, Bemidji City Council, Beltrami County Board, John Chattin, City Manager, and Tony Murphy, County Administrator

FROM: Alan R. Felix, City Attorney *ARF*

DATE: January 29, 2009

RE: Discussion of Proposal for City to Contract with Beltrami County Attorney's Office for handling of City Criminal Prosecution Responsibilities

With Assistant City Attorney, Kristy Burdick's resignation, the decision is once again before the Bemidji City Council as to whether it is more economical and efficient to hire an Assistant whose responsibilities would continue to be the handling of City prosecutorial responsibilities in house, or, to contract with the County Attorney's Office to perform those responsibilities.

For the reasons outlined below and based upon the anticipated discussion at the upcoming joint City-County meeting/workshop, my recommendation is that the City, in consultation with the County, seriously consider proposal(s) resulting in a contractual relationship with the County wherein most or all of those responsibilities will be performed by the County Attorney's Office. The Greater Bemidji Area Community's response and allocation of resources to prosecution in general would seem, at least to me, to argue for a holistic, joint decision and solution.

It goes without saying that serious discussions entail the City paying the expense of the County Attorney hiring an additional staff attorney and a/the necessary clerical support staff (person) as well.

Statistically speaking, in 2008 the City opened **119** Gross Misdemeanor files (mostly DWI prosecutions) and potentially played a roll in **1871** misdemeanor and petty misdemeanor offenses. Of the 1871 cases, 300 misdemeanor hard files were actually opened, while many of the remaining 1571 offenses were at least dealt with in open court and, entailed regular traffic court calendar preparation. Though gross misdemeanor case volume can fluctuate, misdemeanor volume continues to grow at a steady pace. The following are file opening statistics for Gross Misdemeanors for the years 2004-2007.

- 2007 – 152 opened files
- 2006 – 148 opened files

- 2005 – 142 opened files
- 2004 – 151 opened files

Briefly, to handle this case load, the attorney must handle **daily** in-custody files, typically entailing appearances at arraignments @ 11:00 a.m. **Traffic Court** convenes every Wednesday and Friday morning, typically running from 9:00 a.m. to noon. **Gross Misdemeanor Special Term** every Monday morning from 9:00 a.m. to early afternoon. **Motion and contested hearings** typically are scheduled every Tuesday afternoon. **Court Trials** are typically scheduled every Wednesday or Thursday afternoon. And two if not three **Pre-trial/Jury Trial Calendar** calls are scheduled per month, one for misdemeanors and one for Gross Misdemeanors. Of course, if cases don't resolve at pre-trial, they are tried during the ensuing week. Then there is **DWI Court** every two weeks.

Often times the Court schedules both misdemeanor and gross misdemeanor matters for the same time(s), necessitating the appearance of two attorneys to cover. The County is staffed to be able to handle such, while the double-booking necessitates that either I go to court, or that the County extends us a favor and covers for us (repeatedly!).

Court Appearances aside, the attorney needs to have time for **daily prep** for all of these matters, some prep requiring more concerted effort such as is the case with trials. Daily prep also includes answering a myriad of phone calls and reviewing police referrals for charging decisions. There is a constant need for interaction with the police department and the public regarding such things as enforcement of Pawn Shop Ordinance and Alcoholic Beverage Laws, and anticipated programs such as Administrative Fine and Safe Neighborhood Diversion Programs.

Of course, I am preoccupied with attempting to provide the necessary services on the civil side of the municipal law spectrum, while the Assistant attempts to handle the criminal responsibilities. Unfortunately, because of the demanding workloads, there's no reasonable expectation of coverage that one can provide to the other. In my estimation, without the benefit of backup coverage that otherwise could be provided by a staff of at least three attorneys, the current workload requires the City to consider, in addition to myself, 1½ to perhaps 2 full time employees (FTEs), plus associated clerical staff, to reasonably continue to handle prosecutions in-house.

Past experience born out by exit interviews also reveals that the "wear and tear" fatigues and, ultimately, burns out the Assistant position. Ms. Burdick performed stellarly for 16½ months. Prior to that, now Clearwater County Attorney Jeanine Brand, held up for two years. Both confided that they could not continue at that pace.

In conclusion, aside from everthing else mentioned above, preservation of my own ability to continue is in jeopardy as well.

Alan Felix
Bemidji City Attorney

cc: Timothy Faver, County Attorney



City Manager's Office

MEMORANDUM

TO: City Council
FROM: John Chattin, City Manager *JMC*
DATE: February 4, 2009
RE: Contracting for Criminal Prosecutions

Our last two Assistant City Attorneys have worked extremely hard to satisfy our growing number of criminal prosecutions. However, both have been overwhelmed by the work load and have moved on to other positions, in two years or less. We must now consider whether or not we should be hiring more than one person to handle the load or consider other alternatives.

We have asked the county to consider taking over our prosecutions and they have provided a proposal that essentially reflects their need to hire an additional attorney and staff person. We would have no less of an expense should we decide to continue doing the prosecutions in house. The number of county attorneys, along with the efficiencies gained by processing all prosecutions through the same office, certainly give the county some advantages we will never have. Additionally, our city attorney would be relieved of coverage issues that we currently have whenever our assistant city attorney is out of the office for vacation, training, or illness. This can cause further stress to a position already overburdened with civil responsibilities.

Recommendation:

Contracting with the county just makes good sense. We would essentially be covering their increased costs. Costs that will be less than if we retained those responsibilities in house. I would recommend that the council accept the county's proposal to provide prosecution services in 2009 for \$118,000. The services of our legal secretary would be retained and shared by the city attorney, city manager, and community development director. Although it would appear that our costs are increasing by \$44,000, under this scenario, the reality is that costs would escalate more rapidly should we keep these services in house and hire more than one FTE for assistant city attorney services.



City Manager's Office

MEMORANDUM

TO: City Council
FROM: John Chattin, City Manager *JMC*
DATE: February 4, 2009
RE: Shared MIS Services

The county has been providing technology services for the city for over a year now. We use their server, purchasing services, support services, and have our phone system tied into theirs. This cooperative effort has been a benefit to both parties. Their charges are less than what we would spend to hire one staff person but, with the MOU, we have access to county staff representing several disciplines.

This has been an outstanding partnership and should be continued.

Recommendation:

I would respectfully request that the council approve the MOU for shared technology services with the county.



City Manager's Office

MEMORANDUM

TO: City Council
FROM: John Chattin, City Manager *JMC*
DATE: February 4, 2009
RE: Partner for Government Consulting Services

The county contracted with David Turch & Associates in 2008 for consulting services in Washington D.C. for a fee of \$30,000. For 2009, Turch requested \$36,000 for those services and the county board approved that contract on a 3 to 2 vote. I contacted County Administrator Tony Murphy a few weeks ago and suggested that the city could piggyback onto their contract and pick up part of the tab. Tony contacted Turch and Associates and they agreed to also work on our federal project requests.

Turch and Associates are not charging the county additional fees to add our lobbying requests and the county has not made a specific dollar amount request of us. It was my intent to ensure that we retained some expertise in Washington while helping the county with their budget problems. My initial thought was that we would cover \$6,000 to \$8,000 of the county's costs for our "share" of the services. That would keep county costs at or below 2008 levels while securing services for the city.

Having a lobbyist will certainly increase our chances of success in securing an earmark or stimulus funds. How much the city is willing to pay is a discussion the council should have with the county board.

Recommendation:

Negotiate and approve payment to the county for shared services.

MEMORANDUM OF UNDERSTANDING

A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BEMIDJI "CITY" AND BELTRAMI COUNTY "COUNTY" REGARDING SHARED TECHNOLOGY SERVICES

Whereas, the Beltrami County MIS Department has completed one year of contract services for the City of Bemidji; and

Whereas, the City of Bemidji wishes to continue receiving MIS services at a yearly contract rate; and

Whereas, technology services are very specialized requiring expertise in network configuration, network and file security, AS/400, emergency recovery, internet/e-mail functions, desktop support, and other related activities; and

Whereas, the Beltrami County MIS Department possesses the necessary expertise in the technology disciplines needed to support diverse government operations; and

Whereas, the Joint Law Enforcement Center has also been supported during the last year with MIS providing technical support to both entities on computer networks with a variety of shared software applications; and

Whereas, it is the desire of the County Sheriff, City Chief of Police, and Joint Law Enforcement Center Board of Directors to continue sharing the technology services for the LEC and to increase the level of MIS support for both current and proposed law enforcement technology applications; and

Whereas, County MIS has expressed a willingness to provide technology services for the LEC under a cost sharing relationship with the City; and

Whereas, County MIS has expressed a willingness to provide technology services to the City (City Hall, Fire Station, Public Works, Municipal Liquor stores, and Wastewater Treatment Plant) on a yearly contract basis;

The City and County agree to the following:

Mutual Understandings

- 1) County MIS will provide technology services and support to the LEC as needed by law enforcement. Costs for MIS services will be included in the yearly contact amount.
- 2) City and County understand that the Joint Law Enforcement Agreement will be formally amended to establish a shared computer network and shared technology services.

- 3) County MIS will provide technology services and support to the City (City Hall, Fire Station, Public Works, Municipal Liquor stores, and Wastewater Treatment Plant) as needed by City staff.
- 4) The City agrees to pay Beltrami County \$65,000.00 a year for their MIS services.
- 5) MIS will use a work order request process for service requests and provide a first point of contact for priority requests at the LEC and the City.
- 6) City and County understand that necessary costs related to computer hardware, connectivity to the County network, peripherals, software, software support agreements, and other similar or related costs remain the obligation of the City and County.
- 7) City and County agree to formally evaluate the effectiveness of the technology sharing relation on a yearly basis, and to consider ways to improve the technology systems and relationships for the benefit of both the County and the City.
- 8) City and County agree to formally allow this contract to be renewed automatically each year starting on January 1st with the annual fee of \$ 65000.00 plus cost of living adjustments extended to County employees for that same time period.

Acknowledgement for City of Bemidji:

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Acknowledgement for Beltrami County:

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