

**INTERGOVERNMENTAL INTERCHANGE AGREEMENT**  
**Between**  
**Ramsey County, Minnesota**  
**And**  
**City of St. Paul, Minnesota**

This intergovernmental interchange agreement (Agreement) is hereby entered in to between the County of Ramsey acting through its County Manager's Office (hereinafter "COUNTY"), and the CITY of Saint Paul, acting through its Human Resources Department (hereinafter "CITY").

WHEREAS, this agreement is authorized by and subject to Minnesota Statutes sections 15.51 - 15.59 (inclusive).

WHEREAS, Chris Bogut, is a regular employee of the CITY in the title of Health Information Administrator in the Ramsey County/City of St. Paul Public Health Department, and has certain rights as a city employee; and

WHEREAS, the parties agree that Chris Bogut be granted a governmental interchange assignment to the COUNTY to assume duties of a Healthcare Compliance Manager; and

WHEREAS, the parties have agreed that Chris Bogut should be paid by the CITY for work completed out of title as a Principal Project Manager for the duration of this agreement;

NOW THEREFORE, the parties hereto and their respective agencies hereby agree as follows:

1. Effective May 1, 2020 or as soon thereafter as approved by the parties hereto, Chris Bogut will be placed on a governmental interchange assignment from the CITY to the COUNTY through May 1, 2022, with the option to renew in accordance with Minnesota Statute 15.53, subd. 2.
2. As Chris Bogut serves at the pleasure of the COUNTY this Agreement may be terminated without notice and without cause at any time by the COUNTY. The Agreement may also be terminated without cause at any time by Chris Bogut or the CITY with thirty (30) days written notice. While working at the COUNTY, Chris Bogut will work under the direction and control of the Chief Compliance and Ethics Officer.
3. The COUNTY shall reimburse Chris Bogut for all expenses incurred which relate to her duties pursuant and subject to the applicable expense reimbursement policies of the COUNTY.
4. During the life of this Agreement, Chris Bogut remains a regular employee of the CITY and continues to accrue and retain benefits, seniority, compensation, and allowances from the CITY in accordance with any current and subsequently approved CITY administrative procedures and/or policies, including any increases in compensation or allowance that may occur during the effective dates of this agreement for which Chris Bogut could be eligible.
5. Chris Bogut will comply with all CITY procedures related to receipt of allowances or use of sick/vacation time which will be coded with corresponding entries on her CITY of Saint Paul timesheets and deducted from her CITY payroll balances

for same. Total compensation under this Agreement for Chris Bogut's services shall be reflected in the CITY's Professional Employees Association non-represented salary schedule (grade 22, step 8) and will include the cost of all fringe benefits or overtime, if appropriate, All of Chris Bogut's city compensation will be subject to the Public Employers Retirement Association of Minnesota with regular contributions from the city and Chris Bogut. Chris Bogut will remain an active City of St. Paul employee subject to city mandated trainings and education requirements. Chris Bogut may attend in service training provided by either the city or the county at her option but is obligated to maintain necessary work required certifications or licenses. Costs associated with trainings or certifications related to the interchange assignment will be borne by the COUNTY.

6. During the term of this Agreement, the COUNTY shall, reimburse the CITY quarterly, or as otherwise agreed, for all compensation and related fringe benefit costs, paid to or on behalf of Chris Bogut from the CITY as described in Paragraphs 4, 5, and 6 above. In addition, the County will reimburse the City for worker compensation costs resulting from injuries that occur or are aggravated during her employment in the COUNTY, resulting from her scope of work as outlined or as subsequently increased by agreement of the Parties.
7. Each party is responsible for its own acts and conduct and the results thereof. The CITY and COUNTY's liability is governed by the Municipal Tort Claims Act, Minnesota Statutes 466.02. Although the supervision of Chris Bogut's duties will rest exclusively with the COUNTY, it is agreed that she is not a COUNTY employee and is not entitled to any benefits from Ramsey County including but not limited to, unemployment benefits, pension, sick and vacation leave, death and medical benefits except as provided in Minn. Stat. 15.56, Subd. 4.
8. The COUNTY is responsible for reassigning any work performed by Chris Bogut in the Ramsey County/City of St. Paul Public Health Department prior to the interchange assignment; the CITY is not responsible for providing additional staff to fill the void created by the interchange assignment.
9. Nothing in this Agreement, express or implied, is or shall be construed to be an offer or promise of permanent or other employment for Chris Bogut with Ramsey County.
10. The CITY cannot guarantee that Chris Bogut will have the ability to return to her current assignment in the Ramsey County/St. Paul Public Health Department upon termination of this agreement, however, if that is not possible she will be returned to a position comparable to that which was held immediately prior to the interchange assignment.

COUNTY OF RAMSEY

\_\_\_\_\_  
Toni Carter, Date  
Chair, Ramsey County Board of Commissioners

\_\_\_\_\_  
Janet Guthrie, Date  
Chief Clerk - County Board

Approval Recommended:

\_\_\_\_\_  
Ryan O'Connor, County Manager Date

\_\_\_\_\_  
Deanna Pesik, Date  
Chief Compliance and Ethics Officer

\_\_\_\_\_  
Kathy Hedin,  
Director, Saint Paul Ramsey County Public Health  
Department

Approved as to Form:

\_\_\_\_\_  
Assistant County Attorney Date  
  
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CITY OF SAINT PAUL

\_\_\_\_\_  
Melvin Carter, Mayor Date

\_\_\_\_\_  
Andrea L. Turner, J.D. Date  
Human Resources Director

\_\_\_\_\_  
Director, Office of Financial Services Date

\_\_\_\_\_  
City Attorney Date

*Chris Bogut 6/19/20*  
\_\_\_\_\_  
Chris Bogut Date