

AGREEMENT EXTENSION
Between
RAMSEY COUNTY,
RAMSEY COUNTY SHERIFF'S OFFICE
And
CITY OF SAINT PAUL
POLICE DEPARTMENT

This intergovernmental mobility agreement extension (Agreement) is hereby entered into by and between the County of Ramsey acting through its Sheriff's Office (hereinafter "RCSO") and the City of Saint Paul, Police Department (hereinafter "City").

WHEREAS, Tina C. McNamara, is a regular employee of the City in the title of Senior Commander in the Saint Paul Police Department, and has certain rights as a City employee; and

WHEREAS, Tina C. McNamara will be paid out-of-title as an Assistant Chief of Police for the duration of this agreement; and

WHEREAS, the parties agree that Tina C. McNamara be granted an intergovernmental mobility assignment from the City to the Ramsey County Sheriff's Office to assume duties as assigned.

WHEREAS, this agreement is authorized by and subject to Minnesota Statutes sections 15.51 – 15.59 (inclusive) and section 471.59 et. seq.

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

1. Effective January 1, 2021, or as soon thereafter as approved by the parties hereto, Tina C. McNamara will continue her intergovernmental mobility assignment from the City to the RCSO through December 31, 2021.
2. As Tina C. McNamara serves at the pleasure of the Sheriff, this Agreement may be terminated without notice and with or without cause at any time by the Sheriff. The Agreement may also be terminated with or without cause at any time by Tina C. McNamara or the City with thirty (30) days written notice. While working at the Ramsey County Sheriff's Office, Tina C. McNamara will work under the direction and control of the Ramsey County Sheriff.
3. The RCSO shall reimburse Tina C. McNamara for all expenses incurred which relate to her duties pursuant and subject to the applicable expense reimbursement policies of RCSO.
4. During the life of this Agreement, Tina C. McNamara 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 mobility agreement for which Tina C. McNamara could be eligible. Tina C. McNamara 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 Tina C. McNamara's services shall be reflected in the City's non-represented manager's salary schedule and will include the cost of all fringe benefits or overtime, if appropriate.
5. All of Tina C. McNamara's City compensation will be subject to the Police and Fire Fund of the Public Employee Retirement Association of Minnesota with regular contributions from the City and Tina C. McNamara.

- 6. Tina C. McNamara will remain an active licensed peace officer on the City roster subject to Peace Officers Standards and Training Board ("POST") continuing education requirements. Tina C. McNamara may attend in-service training provided by either the City or the RCSO at her option, but is required to keep her POST license current.
- 7. During the term of this Agreement, the RCSO shall, upon receipt of an invoice in proper form, reimburse the City quarterly, or as otherwise agreed, for all compensation and related fringe benefit costs, including worker compensation costs resulting from injuries that occur or are aggravated during her scope of employment in RCSO, as outlined or as subsequently increased, paid to or on behalf of Tina C. McNamara from the City as described in Paragraph 4 and 5 above except for training or uniform allowances.
- 8. Each party is responsible for its own acts and conduct and the results thereof. The City and RCSO's liability is governed by the Municipal Tort Claims Act, Minnesota Statutes 466.02. Although the supervision of Tina C. McNamara's duties will rest exclusively with the Ramsey County Sheriff, it is agreed that she is not a RCSO employee and is not entitled to any benefits from Ramsey County or the RCSO, 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.
- 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 Tina C. McNamara with Ramsey County or RCSO.
- 10. The City cannot guarantee that Tina C. McNamara will have the ability to return to her Police Department position upon termination of this agreement.

COUNTY OF RAMSEY

CITY OF SAINT PAUL

Bob Fletcher 11/30/2020
 Date
 Ramsey County Sheriff

Jaime R. Tincher, Deputy Mayor Date
 for Melvin Carter, Mayor

Toni D. Newborn, J.D. 1-11-2021
 Date
 Human Resources Director

Approved as to Form:
Kimberly Par 12/1/2020
 Date
 Assistant County Attorney

Robert Thomasser, 19/Jan 2021
 Date
 Assistant Chief of Police

Ryan T. O'Connor 12/21/2020
 Date
 County Manager

John McCarthy, Director 1/22/21
 Date
 Office of Financial Services

Gail Langfield 1-11-2021
 Date
 City Attorney
 Approved as to Form

Tina McNamara 11/30/2020
 Date