

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

This intergovernmental mobility agreement (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, this is an extension and continuation of a prior agreement between these parties that was adopted by Council File No. Res 11-112, 12-2078; 15-10 and 16-1709; and

WHEREAS, Juliet Rudie, is a regular employee of the City in the title of Sergeant in the Saint Paul Police Department, and has certain rights as a City employee; and

WHEREAS, Juliet Rudie will be paid out-of-title as an Assistant Chief of Police for the duration of this agreement; and

WHEREAS, the parties agree that Juliet Rudie 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 23, 2017, or as soon thereafter as approved by the parties hereto, Juliet Rudie will continue her intergovernmental mobility assignment from the City to the RCSO through December 31, 2018.
2. As Juliet Rudie 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 Juliet Rudie or the City with 30 days written notice. While working at the Ramsey County Sheriff's Office, Rudie will work under the direction and control of the Ramsey County Sheriff.
3. The RCSO shall reimburse Juliet Rudie 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, Juliet Rudie 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 Juliet Rudie could be eligible. Juliet Rudie 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 Juliet Rudie'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 Juliet Rudie'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 Juliet Rudie.
6. Juliet Rudie will remain an active licensed peace officer on the City roster subject to Peace Officers Standards and Training Board ("POST") continuing education requirements. Juliet Rudie 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 Juliet Rudie 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 Juliet Rudie'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 Juliet Rudie with Ramsey County or RCSO.
10. The city cannot guarantee that Juliet Rudie will have the ability to return to her Police Department position upon termination of this agreement.

COUNTY OF RAMSEY

Dushani Dye 2/16/17
 Dushani Dye, Deputy Director, FINANCE
 Ramsey County

Julie Kleinschmidt
 Julie Kleinschmidt,
 Ramsey County Manager

Date: 2/16/17

Approval Recommended:

[Signature] 2/1/17
 Department Director Date

Approved as to Form:

Melitta Drachler 2/13/17
 Assistant County Attorney Date

CITY OF SAINT PAUL

Christopher P. Coleman, Mayor Date

Todd D. Axtell 3-2-17
 Todd D. Axtell Date
 Chief of Police

[Signature] 3/8/17
 Todd Hurley, Director Date
 Office of Financial Services

Rachel Tierney 2/27/17
 Rachel Tierney, City Attorney Date
 Approved as to Form

Juliet Rudie 2-2-17
 Juliet Rudie