

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; and

WHEREAS, Brenna Atz is a regular employee of the City, in the position of Executive Assistant I in the Saint Paul Police Department and has certain rights as a City employee; and

WHEREAS, Brenna Atz will be paid out-of-title as an Executive Assistant II for the duration of this agreement; and

WHEREAS, the parties agree that Brenna Atz 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, 2013, or as soon thereafter as approved by the parties hereto, Brenna Atz will continue her intergovernmental mobility assignment from the City to the RCSO for a period of 24 months, January 1, 2013 through December 31, 2014.
2. As Brenna Atz 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 Brenna Atz or the City with 30 days written notice. While working at the Ramsey County Sheriff's Office, Atz will work under the direction and control of the Ramsey County Sheriff.
3. The RCSO shall reimburse Brenna Atz 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, Brenna Atz 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 and labor agreement, including any increases in compensation or allowance that may occur during the effective dates of this mobility agreement for which Brenna Atz could be eligible. Brenna Atz 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 Brenna Atz' services shall be reflected in the current or future labor agreement between the City of Saint Paul and AFSCME District Council 5 and will include the cost of all fringe benefits or overtime (if appropriate) as identified in the labor agreement.

5. All of Brenna Atz' City compensation will be subject to the Public Employee Retirement Association of Minnesota with regular contributions from the City and Brenna Atz.
6. 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 Brenna Atz' scope of employment in RCSO, as outlined or as subsequently increased, paid to or on behalf of Brenna Atz' from the City as described in Paragraph 4 and 5 above except for training or uniform allowances.
7. 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 Brenna Atz' 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.
8. Nothing in this Agreement, express or implied, is or shall be construed to be an offer or promise of permanent or other employment for Brenna Atz with Ramsey County or RCSO.
9. Brenna Atz retains the right to return to her regular employment with the City upon expiration of the mobility assignment or due to termination of this assignment at any time during the effective period of this Agreement.


COUNTY OF RAMSEY

CITY OF SAINT PAUL

 11/21/12


 Matthew Bostrom, Date
 Ramsey County Sheriff

 Christopher P. Coleman, Mayor Date


AST  11/27/12

 Ramsey County Attorney Date
 Approved as to form

 Thomas Smith, Chief of Police Date

 12-3-12

 Todd Hurley, Director Date
 Office of Financial Services

 11/28/12

 John McCormick, City Attorney Date
 Approved as to form