

AGREEMENT
Between
RAMSEY COUNTY,
RAMSEY COUNTY ATTORNEY'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 the Ramsey County Attorney's Office (hereinafter "RCAO") and the City of Saint Paul, Police Department (hereinafter "City").

WHEREAS, Michael DeTomaso 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, Michael DeTomaso will be paid out-of-title as a Commander – Step E for the duration of this agreement; and

WHEREAS, the parties agree that Michael DeTomaso be granted an intergovernmental mobility assignment from the City to the Ramsey County Attorney'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, 2025, or as soon thereafter as approved by the parties hereto, Michael DeTomaso will perform his intergovernmental mobility assignment from the City to the RCAO through December 31, 2025.
2. As Michael DeTomaso serves at the pleasure of the Ramsey County Attorney, this Agreement may be terminated without notice and with or without cause at any time by the RCAO. The Agreement may also be terminated with or without cause at any time by DeTomaso or the City with thirty (30) days written notice. While working at the Ramsey County Attorney's Office, Michael DeTomaso will work under the direction and control of First Assistant Ramsey County Attorney John Kelly.
3. The RCAO shall reimburse Michael DeTomaso for all expenses incurred which relate to his duties pursuant and subject to the applicable expense reimbursement policies of RCAO.
4. During the life of this Agreement, Michael DeTomaso 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 Michael DeTomaso could be eligible. Michael DeTomaso 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 his City of Saint Paul timesheets and deducted from his City payroll balances for same. Total compensation under this Agreement for Michael DeTomaso'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 Michael DeTomaso'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 Michael DeTomaso.

6. Michael DeTomaso will remain an active licensed peace officer on the City roster subject to Peace Officers Standards and Training Board ("POST") continuing education requirements. Michael DeTomaso may attend in-service training provided by the City or other training as directed by the City, but is required to keep his POST license current.
7. During the term of this Agreement, the RCAO 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 his scope of employment in RCAO, as outlined or as subsequently increased, paid to or on behalf of Michael DeTomaso 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 RCAO's liability is governed by the Municipal Tort Claims Act, Minnesota Statutes 466.02. Although the supervision of Michael DeTomaso's duties will rest exclusively with the Ramsey County Attorney's Office, it is agreed that he is not a RCAO employee and is not entitled to any benefits from Ramsey County or the RCAO, 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 Michael DeTomaso with Ramsey County or RCAO.
10. The City cannot guarantee that Michael DeTomaso will have the ability to return to his Police Department position upon termination of this agreement.

CITY OF SAINT PAUL

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

 9/17/2024

Toni D. Newborn, J.D. Date
Human Resources Director

 Sep 17, 2024
Paul A. Ford (Sep 17, 2024 14:38 CDT)

Paul Ford, Date
Assistant Chief of Police

 9/18/24
John McCarthy, Director Date
Office of Financial Services

 Sep 17, 2024
Gail Langfield (Sep 17, 2024 14:34 CDT)

Gail Langfield, City Attorney Date
Approved as to Form

 Sep 17, 2024
Michael DeTomaso (Sep 17, 2024 12:28 CDT)

Michael DeTomaso Date

COUNTY OF RAMSEY

Ling Becker 9/10/24
Ling Becker, County Manager Date
Ramsey County Manager's Office

John Choi 08/30/2024
John Choi (Aug 30, 2024 14:18 CDT)
John Choi Date
Ramsey County Attorney

Approved as to Form:

John Kelly 08/30/2024
John Kelly (Aug 30, 2024 14:17 CDT)
John Kelly Date
First Assistant

Sponsor: County Attorney's Office

Meeting Date: 4/2/2024

Title: Intergovernmental Mobility Agreement with the City of Saint Paul Police Department

File Number: 2024-124

Background and Rationale:

In Minnesota, the state recognizes the benefits of the interchange of personnel among and between governmental entities as an essential factor towards resolving problems affecting the community (Minnesota Statutes 5.51). The County Attorney's Office has a vacant position in its personnel complement that can be filled by appointments of the County Attorney. Intergovernmental Mobility Agreements have been used in previous years between the Ramsey County and the city of Saint Paul. Minnesota Statutes 471.59 requires the consent of the governing bodies of political subdivisions to enter into agreements among them for such matters as employee interchanges.

Upon assignment to the County Attorney's Office, the employee will conduct prevailing wage and criminal wage theft investigations including but not limited to: collaborating upon and coordinating such investigations, when necessary, with other federal, state and local law enforcement agencies; working with county staff to determine compliance with the county's Ordinance; collaborating and engaging with community members and other affected stakeholders on the topics of wage theft and prevailing wage enforcement; and participating in the creation of new policies and procedures regarding wage theft investigations.

The County Attorney's Office and the city of Saint Paul Police Department recommends approval of this Intergovernmental Mobility Agreement. The County Attorney's Office will reimburse the city of Saint Paul on a cost reimbursement basis.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve the Intergovernmental Mobility Agreement with the city of Saint Paul Police Department for the assignment of Michael DeTomaso to the County Attorney's Office on a cost reimbursement basis to be effective upon execution through December 31, 2024.
2. Authorize the Chair and Chief Clerk to execute the Intergovernmental Mobility Agreement.
3. Authorize the County Manager to approve and execute amendments to renew the terms of the agreements for additional one-year periods, with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

A motion to approve was made by Commissioner Moran, seconded by Commissioner Reinhardt.
Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: Mee Cheng
Mee Cheng, Chief Clerk - County Board