

RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by _____

1 WHEREAS, the City of Saint Paul, Police Department, has entered into intergovernmental mobility agreements # 02-15970-I thru 02-
 2 15972-I; and
 3
 4 WHEREAS, the City of Saint Paul Council authorized this agreement on January 12, 2011(Council file # 11-112); and
 5
 6 WHEREAS, a 2011 financing and spending plan needs to be established for these funds; and
 7
 8 WHEREAS, the Mayor pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there are available for
 9 appropriation funds of **\$252,951** in excess of those estimated in the 2011 budget; and
 10
 11 WHEREAS, the Mayor recommends that the following addition be made to the 2011 budget:

	Current Budget	Changes	Amended Budget
436-Police Special Project Fund			
Financing Plan			
34168- RC Adm.Sec Intergov. Mobility			
4301-Normal activity Services	80,377	252,951	333,328
Total Changes to Financing	80,377	252,951	333,328
Spending Plan			
34168- RC Adm.Sec Intergov. Mobility			
0111 – Salaries	52,931	169,754	222,685
0141 – Over time	0.00	11,134	11,134
0439 – Fringe Benefits	27,446	62,710	90,156
0440 – Workers Compensation	0.00	9,353	9,353
Total Changes to Spending	80,377	252,951	333,328

32 THEREFORE BE IT RESOLVED, that the Saint Paul City Council approves these changes to the 2011 budget.
 33

	Yeas	Nays	Absent
Bostrom			
Carter			
Harris			
Helgen			
Lantry			
Stark			
Thune			

Requested by Department of:

By: T. Smith

Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Approved by Mayor for Submission to Council

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____



City of Saint Paul

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

Signature Copy

Resolution: RES 11-112

File Number: RES 11-112

Approval of agreements for the transfer of St. Paul Police employees (Brenna Atz, Juliet Rudie, John Serier) to the Ramsey County Sheriff's Office.

WHEREAS, Minnesota Statutes 15.51 et. seq. provides for the interchange of public employees among various jurisdictions; and

WHEREAS, Minnesota Statutes 471.59 et. seq. requires the consent of the governing bodies of political subdivisions to enter into agreements among them for such matters as employee interchanges; and

WHEREAS, the City of Saint Paul and Ramsey County through its Ramsey County Sheriffs Office desire to enter into an agreement for the intra governmental transfer of Brenna Atz, Executive Assistant I; Juliet Rudie, Sergeant; and John Serier, Commander of the Saint Paul Police Department; and

WHEREAS, it is the intent of the Council that the City be reimbursed by Ramsey County for all costs incurred by the City as a result of this transfer, including salary, fringe benefits, and pension costs; Now Therefore Be It


RESOLVED, that the proper City officials are authorized to enter into a written agreement consistent with the above recitals and applicable laws.

At a meeting of the City Council on 1/12/2011, this Resolution was Adopted.

Yea: 7 Councilmember Bostrom, Councilmember Carter III, Councilmember Harris, Councilmember Helgen, City Council President Lantry, Councilmember Thune, and Councilmember Stark

Nay: 0

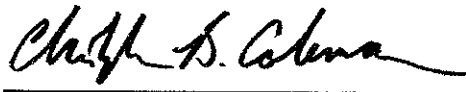
Vote Attested by
Council Secretary



Trudy Moloney

Date _____

Approved by the Mayor



Chris Coleman

Date _____

#02-15970-I

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, 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, 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.

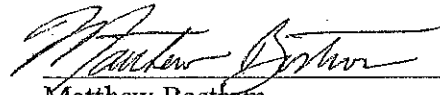
WHEREAS, this agreement is authorized by and subject to Minnesota Statutes sections 15.51 – 15.59 (inclusive) and section 471.59 et. seq.

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


1. Effective January 3, 2011, or as soon thereafter as approved by the parties hereto, Brenna Atz will be placed on an intergovernmental mobility assignment from the City to the RCSO for an initial period of 24 months, January 1, 2011 through December 31, 2012. This assignment may be extended for an additional 24 months upon written agreement by the City and the Ramsey County Sheriff.
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



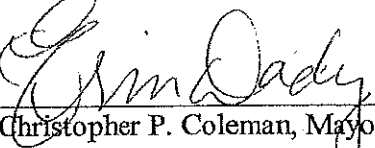
Matthew Bostrom, Date 1/10/11
Ramsey County Sheriff



Ramsey County Attorney Date 1/10/11
Approved as to form


Brenna Atz 1/10/11

CITY OF SAINT PAUL




Christopher P. Coleman, Mayor Date 1-10-11



Thomas Smith, Chief of Police Date 1-10-11



Margaret Kelly, Director Date 1-10-11
Office of Financial Services



John McCormick, City Attorney Date 1/10/11
Approved as to form

#02-15971-I

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, John Serier, is a regular employee of the City in the title of Commander in the Saint Paul Police Department, and has certain rights as a City employee; and

WHEREAS, John Serier will be paid out-of-title as a Program Administrator for the duration of this agreement; and

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

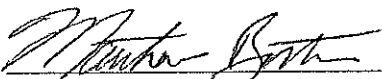
WHEREAS, this agreement is authorized by and subject to Minnesota Statutes sections 15.51 – 15.59 (inclusive) and section 471.59 et. seq.


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

1. Effective January 3, 2011, or as soon thereafter as approved by the parties hereto, John Serier will be placed on an intergovernmental mobility assignment from the City to the RCSO for an initial period of 24 months, January 1, 2011 through December 31, 2012. This assignment may be extended for an additional 24 months upon written agreement by the City and the Ramsey County Sheriff.
2. As John Serier 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 John Serier or the City with 30 days written notice. While working at the Ramsey County Sheriff's Office, Serier will work under the direction and control of the Ramsey County Sheriff.
3. The RCSO shall reimburse John Serier for all expenses incurred which relate to his duties pursuant and subject to the applicable expense reimbursement policies of RCSO.
4. During the life of this Agreement, John Serier 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 John Serier could be eligible. John Serier 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 John Serier'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 John Serier'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 John Serier.
6. John Serier will remain an active licensed peace officer on the City roster subject to Peace Officers Standards and Training Board ("POST") continuing education requirements. John Serier may attend in-service training provided by either the City or the RCSO at his option, but is required to keep his 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 John Serier's scope of employment in RCSO, as outlined or as subsequently increased, paid to or on behalf of John Serier 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 John Serier's duties will rest exclusively with the Ramsey County Sheriff, it is agreed that he 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 John Serier with Ramsey County or RCSO.
10. The city cannot guarantee that John Serier will have the ability to return to his Police Department position upon termination of this agreement.


COUNTY OF RAMSEY

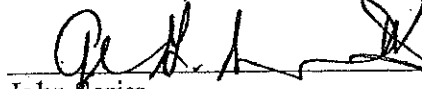

 Matthew Bostrom, 1/10/11
 Ramsey County Sheriff Date


 Ramsey County Attorney 1/10/11
 Approved as to form Date

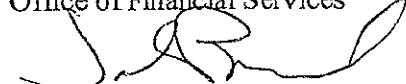
CITY OF SAINT PAUL


 Christopher P. Coleman, Mayor 1/10/11
Date


 Thomas Smith, Chief of Police 1-10-11
Date


 John Serier 01-10-11
Date


 Margaret Kelly, Director 1-10-11
 Office of Financial Services Date


 John McCormick, City Attorney 1/10/11
 Approved as to form Date

#02-15972-L

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, 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 a Program Administrator 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.

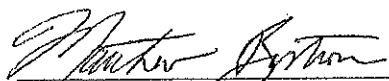
WHEREAS, this agreement is authorized by and subject to Minnesota Statutes sections 15.51 -- 15.59 (inclusive) and section 471.59 et. seq.


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

1. Effective January 3, 2011, or as soon thereafter as approved by the parties hereto, Juliet Rudie will be placed on an intergovernmental mobility assignment from the City to the RCSO for an initial period of 24 months, January 1, 2011 through December 31, 2012. This assignment may be extended for an additional 24 months upon written agreement by the City and the Ramsey County Sheriff.
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.

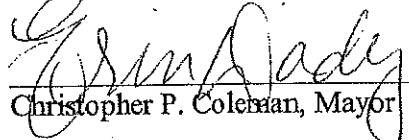
5. All of Juliet Rudie's City compensation will be subject to the Police and Fire Fund of the Public Employee Retirement Association of Minnesota with regular contributions from the City and Juliet Rudie.
6. Juliet Rudie will remain an active licensed peace officer on the City roster subject to Peace 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.

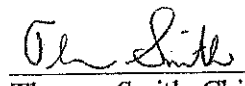
COUNTY OF RAMSEY

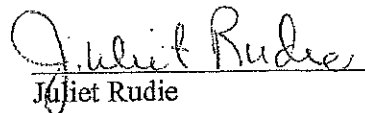

Matthew Bostrom, _____ 1/10/11
Date
Ramsey County Sheriff


Ramsey County Attorney _____ 1/10/11
Date
Approved as to form


CITY OF SAINT PAUL


Christopher P. Coleman, Mayor _____ 1-10-11
Date


Thomas Smith, Chief of Police _____ 1-10-11
Date


Juliet Rudie _____ 1-10-11
Date


Margaret Kelly, Director _____ 1-10-11
Date
Office of Financial Services


John McCormick, City Attorney _____ 1/10/11
Date
Approved as to form