

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, 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 an Executive Services Manager 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 1, 2013, or as soon thereafter as approved by the parties hereto, John Serier will continue his intergovernmental mobility assignment from the City to the RCSO for a period of 24 months, January 1, 2013 through December 31, 2014.
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

CITY OF SAINT PAUL

 11/27/12

 Date

 Christopher P. Coleman, Mayor Date

 11/27/12

 Date
 Asst. Ramsey County Attorney
 Approved as to form

 Thomas Smith, Chief of Police Date

 John Serier Date

 12-7-12

 Date
 Todd Hurley, Director
 Office of Financial Services

 11/28/12

 Date
 John McCormick, City Attorney
 Approved as to form