

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

WHEREAS, the parties agree that 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 April 1, 2024, or as soon thereafter as approved by the parties hereto, Mike DeTomaso will perform his intergovernmental mobility assignment from the City to the RCAO through December 31, 2024.
2. As 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, DeTomaso will work under the direction and control of First Assistant Ramsey County Attorney John Kelly.
3. The RCAO shall reimburse 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, 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 DeTomaso could be eligible. 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 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 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 DeTomaso.

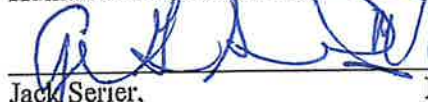
6. Mike DeTomaso will remain an active licensed peace officer on the City roster subject to Peace Officers Standards and Training Board ("POST") continuing education requirements. DeTomaso may attend in-service training provided by the City or other training as directed by the City, but is required to 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 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 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 DeTomaso with Ramsey County or RCAO.
10. The City cannot guarantee that 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

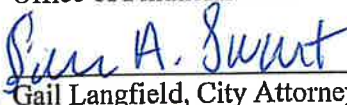
 4/4/24
Date

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

 04/03/24
Date

Jack Serier, Date
Assistant Chief of Police

 4/4/24
Date
John McCarthy, Director
Office of Financial Services

 4/3/24
Date
Gail Langfield, City Attorney

Approved as to Form

 04/03/24
Date
Mike DeTomaso

For

COUNTY OF RAMSEY


Trista Martinson, Chair Date 4/2/2024
Ramsey County Board of Commissioners

Mee Cheng, Chief Clerk Date 4/2/2024
Ramsey County Board of Commissioners

 3.26.24

John Choi Date
Ramsey County Attorney

Approved as to Form:

Approved as to Form: 3/26/24
 John Kelly Date
 First Assistant