

**JOINT POWERS AGREEMENT BETWEEN THE
THE OFFICE OF THE RAMSEY COUNTY ATTORNEY AND
THE CITY OF SAINT PAUL POLICE DEPARTMENT**

This is a Joint Powers Agreement (“Agreement”) entered into by and between the County of Ramsey, acting through its County Attorney’s Office (hereinafter “RCAO”), and the City of Saint Paul, acting through its Police Department (hereinafter “City”), collectively the “Parties” or individually, “Party.”

RECITALS

WHEREAS, Under Minnesota Statutes § 471.59, governmental units are empowered to engage in agreements to exercise their powers jointly and cooperatively; and

WHEREAS, Under Minnesota Statutes §§ 15.51 – 15.59 government units are empowered to contract for the services of interchanged government employees; and

WHEREAS, Under Minnesota Statutes § 388.051, the Ramsey County Attorney’s Office (“RCAO”) is statutorily mandated to prosecute felonies, including the drawing of indictments found by the grand jury, and, to the extent prescribed by law, gross misdemeanors, misdemeanors, petty misdemeanors, and violations of municipal ordinances, charter provisions and rules or regulations among other duties; and

WHEREAS, to effectively investigate and prosecute wage theft is dependent on strong partnerships with local law enforcement, including full, fair, and complete criminal investigations to inform charging decisions and other recommendations to the court; and

WHEREAS, in 2013, the Ramsey County, by and through its Board of Commissioners enacted Ordinance No. 2013-329 (the “Ordinance”), which required, among other things, the establishment of a prevailing wage rate as defined by Minnesota Statutes, Section 177.41 to 177.44, as amended from time to time, to be the minimum standard for wages to be paid to all workers working on County Projects as defined in the Ordinance; and

WHEREAS, the Ordinance also authorized the RCAO to create the position of a Prevailing Wage Compliance Officer to help enforce the Ordinance; and

WHEREAS, in 2021, the County further authorized the RCAO to expand the duties of the Prevailing Wage Compliance Officer to include the conducting of criminal investigations of allegations of wage theft; and

WHEREAS, the City operates a Police Department (the “SPPD”), governed by applicable laws and rules, with statutory authority to investigate possible crimes and criminal conduct within the geographic boundaries of the city and present such cases to the RCAO for review and charging; and

WHEREAS, the RCAO and the SPPD believe it is in the best interests of the Ramsey County community to partner together to investigate allegations of wage theft complaints, monitor applicable County projects and ensure compliance with labor laws; and

WHEREAS, the Parties wish to work together by embedding an investigator or other staff within the RCAO to prevent, investigate, and prosecute wage theft, including but not limited to ensuring: that all wages including overtime or shift premiums are paid, no unauthorized deductions are made, paid sick leave is properly accrued, and that payments for required employee benefits are made; and

WHEREAS, Michael A. 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

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

AGREEMENT

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

1. **Scope.** The RCAO has requested, and the SPPD has agreed, to assign SPPD Sergeant Mike DeTomaso to the RCAO, to 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. While on assignment to the RCAO, Sergeant DeTomaso will report to First Assistant Ramsey County Attorney John Kelly.
2. **Term of Agreement.** This Agreement is effective on the date the County obtains all required signatures under Minnesota Statutes § 471.59. This Agreement expires two (2) years from the date it is effective, with the RCAO having the sole and exclusive option to extend the Agreement for up to two (2) additional year-long extension terms.
3. **Payment.** The RCAO shall reimburse the City for investigative services under this agreement at the rate which covers all salary and fringe, plus actual costs incurred beyond Sergeant DeTomaso's salary and fringe benefits, as well as for overtime owed to Sergeant DeTomaso for work he performs for the RCAO that his RCAO supervisor approves of in advance and in writing. The services hereunder shall be performed by Sergeant Mike DeTomaso, unless otherwise agreed and approved in advance by RCAO. The RCAO will only pay actual and reasonable expenses without any premiums or markup. The City shall submit an itemized bill and invoice quarterly. Upon receipt of the invoice and review of the charges by the County Attorney, payment shall be made by Ramsey County to the City within 35 days following the receipt of the undisputed invoice. The City shall submit quarterly invoices to the RCAO no later than 30 days past the end of the quarter.
4. **Employment Relation.** During the life of this Agreement, any employee assigned to the RCAO 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 Sergeant DeTomaso could be eligible. Any assigned employee 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 their City of Saint Paul timesheets and deducted from their City payroll balances for same. Total compensation under this Agreement for any employee assigned 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.

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5. **Peace Officer Status.** Any assigned employee shall remain an active licensed peace officer on the City roster subject to Peace Officers Standards and Training Board ("POST") continuing education requirements. Any assigned employee shall attend in-service training provided by either the City or other training as directed by the City and is required to maintain their POST license current. Any assigned employee shall be subject to the Police and Fire Fund of the Public Employee Retirement Association of Minnesota with regular contributions.
6. **Relationship.** Although the supervision of Sergeant DeTomaso's duties will rest exclusively with the RCAO, 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. Nothing in this Agreement, express or implied, is or shall be construed to be an offer or promise of permanent or other employment for any assigned employee with Ramsey County or RCAO.

Nothing in this agreement shall be construed as the creation of a new governmental body or a joint board, as that term is used in Minnesota Statutes Section 471.59.

7. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been signed and approved by the same Parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
8. **Liability.** Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Parties liability.
9. **Authorized Representatives.** The RCAO's Authorized Representative is:

John Kelly, First Assistant County Attorney
360 Wabasha Street North, Suite 100, Saint Paul, MN 55102
651-266-3017
John.Kelly@co.ramsey.mn.us

The City's Authorized Representative is:

Jack Serier, Assistant Chief
367 Grove Street, Saint Paul, MN 55101
Phone 651-266-9367
Jack.Serier@ci.stpaul.mn.us

10. **Government Data Practices.** The Parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either Party.

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11. **Termination.** The Parties may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative. Either party may immediately terminate this Agreement due to unavailability of funding. Termination must be by written notice to the other party's authorized representative. The RCAO is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the County Board of Commissioners, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected Party receiving that notice.
12. **Continuing Obligations.** The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices.

The Parties indicate their agreement and authority to execute this Agreement by signing below.

COUNTY OF RAMSEY

CITY OF SAINT PAUL

Trista Martinson, Chair Date
Ramsey County Board of Commissioners

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

Mee Cheng, Chief Clerk Date
Ramsey County Board of Commissioners

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

 3-4-24

John Choi Date
Ramsey County Attorney

Jack Serier, Date
Assistant Chief of Police

Approved as to Form:

John McCarthy, Director Date
Office of Financial Services

 3/1/24

Bradley Cousins Date
Assistant County Attorney

Approved as to Form

Gail Langfield Date
City Attorney