

**AGREEMENT FOR INTERIM
FIRE CHIEF SERVICES
FOR
THE CITY OF ST. FRANCIS, MINNESOTA**

This agreement (this "Agreement") is made and entered into this ____ day of May, 2011 by and between the City of St. Francis, a Minnesota municipal corporation ("St. Francis"), the City of Ramsey, a Minnesota municipal corporation ("Ramsey"), and Dean Kapler, 16350 Yttrium Street NW, Ramsey, Minnesota 55303 ("Chief Kapler").

WHEREAS, Chief Kapler is the Chief of the Ramsey Fire Department and as such has acquired knowledge and expertise in the supervision and operation of a municipal fire department; and

WHEREAS, St. Francis has a fire department and is in immediate need of an interim fire chief to supervise and lead its fire department pending the hiring of a fire chief; and

WHEREAS, Chief Kapler is willing to accept the position of interim St. Francis Fire Chief; and

WHEREAS, Ramsey is willing to assist St. Francis on a temporary basis by permitting Chief Kapler to accept the position of interim St. Francis Fire Chief while continuing to maintain his full time position Ramsey Fire Chief.

NOW THEREFORE, in consideration of the premises and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE.** The purpose of this Agreement is for St. Francis to retain the temporary services of Chief Kapler to act as its interim fire chief.
2. **OBJECTIVES.** As interim St. Francis Fire Chief Kapler's objective will be to:
 - Stabilize the St. Francis Fire Department (the "SFFD") both structurally and operationally;
 - Provide interim leadership/management of all aspects of SFFD including its operations, officer placement/roles and responsibilities, and its 2012 budget calendar year;
 - Conduct a management analysis of SFFD in comparison of community needs
 - Review/analyze services provided by SFFD including code enforcement; and
 - Create/implement a sustainable structure within the SFFD, including how the Fire Department interacts within the city structure.

3. **STRATEGY AND TACTICS.** Chief Kapler will be expected to employ the following strategies and tactics as interim St. Francis Fire Chief:

- One on one (mandatory) meetings with each member of the SFFD including those on administrative leave;
- Attend most/all internal meetings including officer meetings, general assembly, training, other miscellaneous fired department personnel meeting;
- Review/amend job descriptions for all levels of SFFD staff;
- Respond to SFFD emergency incidents depending on severity of the incident; and
- Meet with a select group of business owners and the public to discuss the public's perception of the services provided by SFFD.

4. **TERM.** The term of this Agreement shall be from May ____, 2011 to and including October 31, 2011 unless earlier terminated or extended by law or according to the provisions herein.

5. **COMPENSATION.** The total compensation to be paid by St. Francis for Chief Kapler's services as defined herein shall be \$2,000/month. Compensation shall be pro-rated for any part of a month during which this Agreement is in effect and paid as follows:

- a. \$666.00 shall be paid monthly to Ramsey as reimbursement to said city for Chief Kapler's use of his Ramsey Chief's vehicle, Ramsey cell phone and time during his normal Ramsey work week when he is devoting time to SFFD matters.
- b. \$1,334.00 shall be paid directly to Chief Kapler, subject to normal state and federal withholding.

6. **EMPLOYMENT STATUS.** While attending to SFFD matters, Chief Kapler shall be deemed an employee of St. Francis. St. Francis shall have control over the manner and services performed by Chief Kapler under this Agreement, and shall be responsible for his wages, benefits, worker's compensation, disability and retirement benefits.

7. **INSURANCE AND LIABILITY.**

- a. **Insurance.** While attending to SFFD matters, Chief Kapler will be insured by St. Francis under its insurance coverages including commercial general liability, automobile liability, including owned, hired and non-owned automobiles. St. Francis agrees to carry worker's compensation insurance covering Chief Kapler as required by State law.
- b. **Liability of St. Francis.** St. Francis agrees to defend and indemnify Ramsey and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of Chief Kapler's performance or failure to perform his duties under this Agreement.

- c. **Certificate of Insurance.** St. Francis shall provide Ramsey with a certificate of insurance showing the required coverages prior to performing any work under this Agreement.

8. **DISPUTE RESOLUTION.** The parties shall cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled. The parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the parties, the following procedures shall be used:

- a. **Mediation.** Whenever there is a failure between the parties to resolve a dispute on their own, the parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Anoka County District Court Administrator and select a mediator by alternately striking names until one remains. St. Francis shall strike the first name followed by Ramsey, and shall continue in that order until one name remains.
- b. **Litigation.** If the dispute is not resolved within 30 days after the end of mediation proceedings, the parties may litigate the matter.
- c. **Termination.** In addition to the remedies outlined in this Paragraph, an ongoing dispute may also be resolved by terminating the Agreement as outlined in Paragraph 9.

9. **TERMINATION/EXTENSION.** This Agreement may be terminated at any time by the party desiring that the Agreement be terminated providing thirty (30) days written notice to all other parties. This Agreement may be extended beyond October 31, 2011 by written agreement of all of the parties hereto which written agreement will contain any amendment of the existing terms of this Agreement.

10. **GENERAL PROVISIONS.**

- a. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement.
- b. **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by all parties.
- c. **Notice.** Any notice, statement or other written documents required to be given under this Agreement shall be considered served and received if delivered personally to the other party, or if deposited in the U.S. First Class mail, postage prepaid, as follows:
 - i. Notice to: City of St. Francis
City Administrator
23340 Cree Street NW

St. Francis, MN 55070

ii. Notice to: City of Ramsey
City Administrator
7550 Sunwood Drive NW
Ramsey, MN 55303

iii. Notice to: Dean Kapler
16350 Yttrium Street NW
Ramsey, MN 55303

- d. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- e. **Captions.** Captions or headings contained in this Agreement are included for convenience only and form no part of this Agreement between the parties.
- f. **Waivers.** The wavier by any party of any breach or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- g. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- h. **Savings Clause.** If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

CITY OF ST. FRANCIS

CITY OF RAMSEY

By: _____
Jerry Tveit, Mayor

By: _____
Bob Ramsey, Mayor

ATTEST:

ATTEST:

By: _____
Matt Hylen, City Administrator

By: _____
Kurt Ulrich, City Administrator

Dated: May _____, 2011

Dated: May _____, 2011

Dean Kapler

Dated: May _____, 2011