

AGREEMENT EXTENSION
Between
RAMSEY COUNTY,
RAMSEY COUNTY SHERIFF'S OFFICE
And
CITY OF SAINT PAUL
POLICE DEPARTMENT

This intergovernmental mobility agreement extension (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, Tina C. McNamara, is a regular employee of the City in the title of Senior Commander in the Saint Paul Police Department, and has certain rights as a City employee; and

WHEREAS, Tina C. McNamara will be paid out-of-title as an Assistant Chief of Police for the duration of this agreement; and

WHEREAS, the parties agree that Tina C. McNamara 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, 2022, or as soon thereafter as approved by the parties hereto, Tina C. McNamara will continue her intergovernmental mobility assignment from the City to the RCSO through December 31, 2022.
2. As Tina C. McNamara 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 Tina C. McNamara or the City with thirty (30) days written notice. While working at the Ramsey County Sheriff's Office, Tina C. McNamara will work under the direction and control of the Ramsey County Sheriff.
3. The RCSO shall reimburse Tina C. McNamara 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, Tina C. McNamara 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 Tina C. McNamara could be eligible. Tina C. McNamara 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 Tina C. McNamara'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 Tina C. McNamara'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 Tina C. McNamara.

- 6. Tina C. McNamara will remain an active licensed peace officer on the City roster subject to Peace Officers Standards and Training Board ("POST") continuing education requirements. Tina C. McNamara 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 Tina C. McNamara 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 Tina C. McNamara'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 Tina C. McNamara with Ramsey County or RCSO.
- 10. The City cannot guarantee that Tina C. McNamara will have the ability to return to her Police Department position upon termination of this agreement.

COUNTY OF RAMSEY

CITY OF SAINT PAUL

Bob Fletcher 10/14/2021
 Date

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

Ryan T. O'Connor 10/26/21
 Date
 County Manager

Toni D. Newborn, J.D. 11/4/21
 Date
 Human Resources Director

Approved as to Form:

Kimberly Parker 10/15/21
 Date
 Assistant County Attorney

Robert Thomasser, 10/28/21
 Date
 Assistant Chief of Police

John McCarthy, Director 11/5/21
 Date
 Office of Financial Services

Gail Langfield 11-3-2021
 Date
 City Attorney
 Approved as to Form

Tina McNamara 10/14/2021
 Date

AGREEMENT EXTENSION
Between
RAMSEY COUNTY,
RAMSEY COUNTY SHERIFF'S OFFICE
And
CITY OF SAINT PAUL
POLICE DEPARTMENT

This intergovernmental mobility agreement extension (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, David A. Titus, is a regular employee of the City in the title of Police Officer in the Saint Paul Police Department, and has certain rights as a City employee; and

WHEREAS, David A. Titus will be paid out-of-title as a Program Administrator for the duration of this agreement; and

WHEREAS, the parties agree that David A. Titus 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, 2022, or as soon thereafter as approved by the parties hereto, David A. Titus will continue his intergovernmental mobility assignment from the City to the RCSO through December 31, 2022.
2. As David A. Titus 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 David A. Titus or the City with thirty (30) days written notice. While working at the Ramsey County Sheriff's Office, David A. Titus will work under the direction and control of the Ramsey County Sheriff.
3. The RCSO shall reimburse David A. Titus 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, David A. Titus 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 David A. Titus could be eligible. David A. Titus 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 David A. Titus'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 David A. Titus'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 David A. Titus.

- 6. David A. Titus will remain an active licensed peace officer on the City roster subject to Peace Officers Standards and Training Board ("POST") continuing education requirements. David A. Titus 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 his scope of employment in RCSO, as outlined or as subsequently increased, paid to or on behalf of David A. Titus 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 David A. Titus'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 David A. Titus with Ramsey County or RCSO.
- 10. The City cannot guarantee that David A. Titus will have the ability to return to his Police Department position upon termination of this agreement.

COUNTY OF RAMSEY

CITY OF SAINT PAUL

Bob Fletcher 10/14/2021
 Date
 Ramsey County Sheriff

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

Ryan T. O'Connor 10/26/21
 Date
 County Manager

Toni D. Newborn 11/4/21
 Date
 J.D.
 Human Resources Director

Approved as to Form:

Robert Thomasser 10/28/21
 Date
 Assistant Chief of Police

Kimberly Parker 10/15/21
 Date
 Assistant County Attorney

John McCarthy 11/5/21
 Date
 Director
 Office of Financial Services

Gail Langfield 11-3-2021
 Date
 City Attorney
 Approved as to Form

David A. Titus 10/18/21
 Date

AGREEMENT EXTENSION
Between
RAMSEY COUNTY,
RAMSEY COUNTY SHERIFF'S OFFICE
And
CITY OF SAINT PAUL
POLICE DEPARTMENT

This intergovernmental mobility agreement extension (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, Michael D. Whisler, 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, Michael D. Whisler will be paid out-of-title as a Program Administrator for the duration of this agreement; and

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

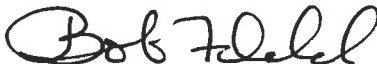
WHEREAS, this agreement is authorized by and subject to Minnesota Statutes sections 15.51 – 15.59 (inclusive) and section 471.59 et. seq.

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

1. Effective January 1, 2022, or as soon thereafter as approved by the parties hereto, Michael D. Whisler will continue his intergovernmental mobility assignment from the City to the RCSO through December 31, 2022.
2. As Michael D. Whisler 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 Michael D. Whisler or the City with thirty (30) days written notice. While working at the Ramsey County Sheriff's Office, Michael D. Whisler will work under the direction and control of the Ramsey County Sheriff.
3. The RCSO shall reimburse Michael D. Whisler for all expenses incurred which relate to his duties pursuant and subject to the applicable expense reimbursement policies of the RCSO.
4. During the life of this Agreement, Michael D. Whisler 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 Michael D. Whisler could be eligible. Michael D. Whisler 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 Michael D. Whisler'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 Michael D. Whisler'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 Michael D. Whisler.

6. Michael D. Whisler will remain an active licensed peace officer on the City roster subject to Peace Officers Standards and Training Board ("POST") continuing education requirements. Michael D. Whisler 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 his scope of employment in the RCSO, as outlined or as subsequently increased, paid to or on behalf of Michael D. Whisler 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 Michael D. Whisler'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 Michael D. Whisler with Ramsey County or the RCSO.
10. The City cannot guarantee that Michael D. Whisler will have the ability to return to his Police Department assignment upon termination of this agreement.

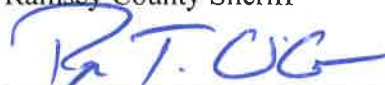
COUNTY OF RAMSEY



Bob Fletcher
Ramsey County Sheriff

10/14/2021

Date

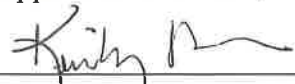


Ryan T. O'Connor
County Manager

11/20/21

Date

Approved as to Form:



Kimberly Parker
Assistant County Attorney

10/15/21

Date

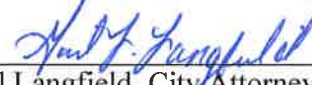
CITY OF SAINT PAUL

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

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

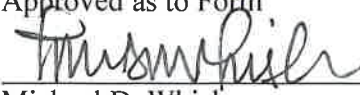
Robert Thomasser,
Assistant Chief of Police

John McCarthy, Director
Office of Financial Services



Gail Langfield, City Attorney

Approved as to Form



Michael D. Whisler

11/4/21

Date

Date

Date

11/5/21

Date

11-3-2021

Date

10/14/21

Date

REQUEST FOR SIGNATURE FORM

Request for Signature	County Manager <input checked="" type="checkbox"/>
1. Type of document	Other: <u>Renewal - Intergovernmental Mobility Agreement</u> <input checked="" type="checkbox"/>
2. Aspen PO, contract or document number	
3. Original contract number	
4. Contractor or grantor name	City of Saint Paul Police Department
5. Contractor Aspen ID # and CERT SVN and/or DUN #	
6. Requesting business unit	SHRF <input checked="" type="checkbox"/>
Additional business unit	
7. Authority (required - DO NOT leave blank)	Admin Code:
	Resolution Number: B2019-061 <u>attached</u>
8. Program/project/service/grant name	
9. Brief description of goods, services or grant duties (will be used for the County Board monthly contract report)	Amendment renewal term # 2 with the City of Saint Paul Police Department for the Intergovernmental Mobility Agreement for three (3) employees: Tina C. McNamara, David A. Titus, and Michael D. Whisler
10. Original contract start date	01/07/19
11. Original contract end date	12/31/20
12. Amendment number and amendment start date	Amendment Renewal Term # 2: 01/01/22
13. Amendment end date	12/31/22
14. Contract type	
15. Original contract amount	
16. Previous amendment(s) total	
17. Amendment amount	
18. New total contract value	
19. Funding string	411407-11101-480101-00000-2022
Funding source	
20. Revenue agreement budgeted amount	
21. County contact and phone number	<u>Megan Schaefer 651-266-9374</u>
22. Signatures	
Department Preparer	<u>Megan Schaefer</u> Date: <u>10/07/2021</u>
Department Director	<u>[Signature]</u> Date: <u>10/7/2021</u>
Finance Analyst	<u>Todd Toupal</u> Date: <u>10/15/2021</u>
Attorney	<u>[Signature]</u> Date: <u>10/15/21</u>



BOARD OF COMMISSIONERS

RESOLUTION

Presented by: Commissioner Ortega Date: March 12, 2019 No. B2019-061
Attention: Sheriff's Office

WHEREAS, In Minnesota, the State recognizes the benefits of the interchange of personnel among and between governmental entities as an essential factor towards resolving problems affecting the community (Minn. Stat. § 15.51); and

WHEREAS, The Ramsey County Sheriff's Office has unclassified positions in its personnel complement that can be filled by appointments of the Sheriff and intergovernmental agreements have been used in previous years for these types of unclassified appointments; and

WHEREAS, Minnesota Statutes Section 471.59 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 Sheriff's Office wishes to enter into Intergovernmental Mobility Agreements ("Agreements") with the City of Saint Paul Police Department for the assignment of three Saint Paul employees, Tina C. McNamara, David A. Titus, and Michael D. Whisler, to the Sheriff's Office; and

WHEREAS, The Agreements will become effective January 7, 2019 through December 31, 2020; and

WHEREAS, The Sheriff's Office will hold three similarly funded position vacant in the personnel complement to finance the reimbursement to the City of Saint Paul for the actual cost of salary and fringe benefits paid by Saint Paul for the employees; Therefore Be It

RESOLVED, The Ramsey County Board of Commissioner ratifies the Intergovernmental Mobility Agreement with the City of Saint Paul Police Department for the assignment of Tina C. McNamara to the Sheriff's Office on a cost reimbursement basis for the period of January 7, 2019 through December 31, 2020; and Be It Further

RESOLVED, The Ramsey County Board of Commissioner ratifies the Intergovernmental Mobility Agreement with the City of Saint Paul Police Department for the assignment of David A. Titus to the Sheriff's Office on a cost reimbursement basis for the period of January 7, 2019 through December 31, 2020; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners ratifies the Intergovernmental Mobility Agreement with the City of Saint Paul Police Department for the assignment of Michael D. Whisler to the Sheriff's Office on a cost reimbursement basis for the period of January 7, 2019 through December 31, 2020; and Be It Further

Ramsey County Board of Commissioners

Table with 3 columns: YEA, NAY, OTHER. Rows for Toni Carter, Blake Huffman, Trista MatasCastillo, Mary Jo McGuire, Rafael Ortega, Victoria Reinhardt, Jim McDonough.

Jim McDonough, Chair

By: [Signature] Janet M. Guthrie Chief Clerk - County Board



BOARD OF COMMISSIONERS

RESOLUTION

Presented by: Commissioner Ortega Date: March 12, 2019 No. B2019-061
Attention: Sheriff's Office

RESOLVED, The Ramsey County Board of Commissioners authorizes the Chair and Chief Clerk to execute the Intergovernmental Mobility Agreements; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners authorizes the County Manager to approve and execute amendments to renew the terms of the agreements for three additional one-year periods with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Toni Carter	X		
Blake Huffman	X		
Trista MatasCastillo	X		
Mary Jo McGuire	X		
Rafael Ortega	X		
Victoria Reinhardt	X		
Jim McDonough	X		

Jim McDonough, Chair

By: 
Janet M. Guthrie
Chief Clerk - County Board



City of Saint Paul

Signature Copy

Resolution: RES 21-94

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

File Number: RES 21-94

Approving the extension agreements for transfer of Saint Paul Police employees, Tina C. McNamara, David A. Titus, and Michael D. Whisler, 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 Sheriff's Office desire to renew the agreements for the intra governmental transfer of Tina C. McNamara, David A. Titus, and Michael D. Whisler, 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 these transfers, including salary, fringe benefits, and pension costs; and

WHEREAS, the previous agreements between the City of Saint Paul and Ramsey County, were approved by the Saint Paul City Council on January 2, 2019, continue in full force and effect through December 31, 2020, and thereafter until modified or amended by mutual agreement of the parties; 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 2/3/2021, this Resolution was Passed.

Yea: 6 Councilmember Brendmoen, Councilmember Thao, Councilmember Noecker, Councilmember Prince, Councilmember Jalali, and Councilmember Yang

Nay: 0

Absent: 1 Councilmember Tolbert

Vote Attested by 
Council Secretary Trudy Moloney

Date 2/3/2021

Approved by the Mayor 

Melvin Carter III

Date 2/4/2021