

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, 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, 2024, 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, 2024.
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.

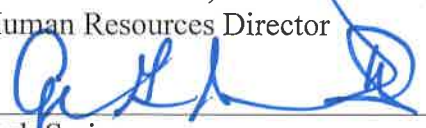
6. Michael D. Whisler will remain an active licensed peace officer on the City roster subject to Peace Officers Standards and Training Board ("POST") continuing education requirements. Michael D. Whisler may attend in-service training provided by either the City or the RCSO at his option, but is required 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.

CITY OF SAINT PAUL

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

 12/7/23


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

 12/11/23

Jack Serier, Date
Assistant Chief of Police

 12/8/23

John McCarthy, Director Date
Office of Financial Services

 12-11-2023

Gail Langfield, City Attorney Date
Approved as to Form

 11-6-23

Michael D. Whisler Date

