

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, 2025, 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, 2025.
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 10/3/2024

Bob Fletcher _____ Date _____
Ramsey County Sheriff

Ling Becker 10-7-24

 Ling Becker Date
 County Manager

Approved as to Form:

Bradley Cousins 10/4/24
 _____ Date
 Bradley Cousins
 Assistant County Attorney

CITY OF SAINT PAUL

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

 10/30/2024
Toni D. Newborn, J.D. Date
Human Resources Director

Paul A. Ford Nov 4, 2024
Paul A. Ford (Nov 4, 2024 09:36 CST)

Paul Ford
Assistant Chief of Police


John McCarthy, Director
Office of Financial Services

11/4/24
Date

Approved as to Form:

Gail Langfield 11-4-2024
Gail Langfield, City Attorney Date

Michael D. Whisler 10.09.2024
Michael D. Whisler Date

Sponsor: Sheriff's Office

Meeting Date: 11/28/2023

Title: Intergovernmental Mobility Agreements with the City of Saint Paul Police Department

File Number: 2023-496

Background and Rationale:

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 (Minnesota Statutes 5.51). The Ramsey County Sheriff's Office has unclassified positions in its personnel complement that can be filled by appointments of the Sheriff. Intergovernmental agreements have been used in previous years for these types of unclassified appointments. Minnesota Statutes 471.59 requires the consent of the governing bodies of political subdivisions to enter into agreements among them for such matters as employee interchanges.

Currently, the Sheriff's Office has Intergovernmental Mobility 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. The Agreements will expire on December 31, 2023 with no renewal options.

The Sheriff's Office and the city of Saint Paul Police Department are recommending new Intergovernmental Mobility Agreements with the same three employees that will become effective January 1, 2024. The Sheriff's Office will reimburse the city of Saint Paul on a cost reimbursement basis.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Ratify 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 January 1, 2024 through January 17, 2024.
2. Ratify 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 January 1, 2024 through December 31, 2024.
3. Ratify 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 January 1, 2024 through December 31, 2024.
4. Authorize the Chair and Chief Clerk to execute the Intergovernmental Mobility Agreements.
5. Authorize 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.

A motion to approve was made by Commissioner Frethem, seconded by Commissioner Ortega.
Motion passed.

Aye: - 6: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong

Absent: - 1: Martinson

By: Mee Cheng
Mee Cheng, Chief Clerk - County Board

REQUEST FOR SIGNATURE FORM

Request for Signature	County Manager ☒
1. Type of document	Other: <u>Intergovernmental</u> ☒
2. <u>Aspen</u> PO, contract or document number	<u>Mobility Agreement Renewal</u>
3. Original contract number	
4. Contractor or grantor name	City of Saint Paul Police Department
5. Contractor <u>Aspen</u> ID # and CERT SVN and/or DUN #	
6. Requesting business unit	SHRF ☒
Additional business unit	
7. Authority (required - DO NOT leave blank)	Admin Code: Resolution Number: B2023-224 <u>see 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 # 1 with the City of Saint Paul Police Department for the intergovernmental mobility agreement for Michael D. Whisler for the term 01/01/2025 through 12/31/2025
10. Original contract start date	01/01/24
11. Original contract end date	12/31/24
12. Amendment number and amendment start date	1 - 01/01/25
13. Amendment end date	12/31/25
14. Contract type	
15. Original contract amount	
16. Previous amendment(s) total	
17. Amendment amount	
18. New total contract value	
19. Funding string	411407-11101-480101-00000-2025
Funding source	
20. Revenue agreement budgeted amount	
21. County contact and phone number	Megan Schaefer 651-266-9374
22. Signatures	
Department Preparer	<u>Megan Schaefer</u> Date: 9/30/2024
Department Director	<u>[Signature]</u> Date: 10/3/2024
Finance Analyst	<u>Oscar Arzamendia</u> Date: 10/7/2024
Attorney	<u>Bradley Cousins</u> Date: 10/4/24