



CITY OF LIBBY

952 E. SPRUCE | POST OFFICE BOX 1428

PHONE 406-293-2731 | FAX 406-293-4090 | WEBSITE: www.cityoflibby.com

SPECIAL COUNCIL MEETING

JANUARY 31, 2023 @ 7:00PM

CITY HALL, COUNCIL CHAMBERS

CALL TO ORDER:

- Pledge
- Roll Call
- Welcome

NEW BUSINESS: Each new agenda item will be introduced by the mayor (or assigned liaison) with a description of the item and explanation for the recommended action.

- To Approve Memorandum of Agreement with Lincoln County Sheriff's Office and Lincoln County for Law Enforcement Services.

PUBLIC COMMENT:

ADJOURNMENT:

Notes:

The manner of Addressing Council:

- Each person, not a Council member shall address the Council, at the time designated in the agenda or as directed by the Council, by stepping to the podium or microphone, giving that person's name and address in an audible tone of voice for the record, unless further time is granted by the Council, **shall limit the address to the Council to three minutes.**
- All remarks shall be addressed to the Council as a body and not to any member of the Council or Staff with no personal remarks allowed.
- No person, other than the Council and the person having the floor, shall be permitted to enter any discussion either directly or through a member of the Council, without the permission of the Presiding Officer.
- Any person making personal, impertinent, or slanderous remarks or who becomes boisterous or disruptive during the council meeting shall be forthwith barred from further presentation to the council by the presiding officer unless permission to continue is granted by a majority vote of the council.

ATTENTION:

To access this meeting electronically with ZOOM,

Dial: 253-215-8782

Meeting ID: 4042719951

Password: 151041

Posted: 01/27/23

MEMORANDUM OF AGREEMENT

CITY OF LIBBY AND LINCOLN COUNTY SHERIFF'S OFFICE AND LINCOLN COUNTY

This Memorandum of Agreement, "MOA" is made on the 1st of February, 2023, between the City of Libby, the "City", the Lincoln County Sheriff's Office, the "Sheriff" and Lincoln County, the "County".

RECITALS:

WHEREAS, Section 7-11-102, MCA, permits local governments to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, Section 7-11-301(2), MCA, allows local governments to directly contract for consolidation and transfer of services without the formalities of an interlocal agreement; and

WHEREAS, the City is currently in need of assistance providing law enforcement services to the citizens and businesses within its boundaries and the Sheriff is willing and able to provide such assistance on a temporary basis; and

WHEREAS, the Mayor of the City has appointed a Chief of Police to fulfill the law enforcement duties set forth in Section 7-32-4105, MCA, and due to existing City police command circumstances, the Mayor has designated appropriate representative(s) to coordinate and supervise administration and operation of City law enforcement services; and

WHEREAS, to the extent necessary or allowable by law, the City makes a standing request for assistance to the Sheriff pursuant to Section 44-11-101, MCA, throughout the period this MOA is in effect; and

WHEREAS, the County and the Sheriff are agreeable to providing such law enforcement services, understanding the temporary needs of the City and agree that the Sheriff can provide such services as are necessary and that the City will pay the set deputy overtime wage, deputy allowable reimbursable benefits, and patrol vehicle mileage for the services provided, as set forth in detail below.

NOW THEREFORE, the parties agree as follows:

1. The recitals set forth above are incorporated herein in full.
2. The purpose of this MOA is to provide the terms and conditions of the agreement between the parties for the Sheriff to provide law enforcement coverage for the City on a temporary basis and for payment for such services.
3. The Sheriff will provide enough deputies to cover the shifts requested by the City, if the Sheriff has such deputies available.
4. The Sheriff will identify a designee to represent the Sheriff's daily operational interests in assisting City with shift coverage.

MEMORANDUM OF AGREEMENT

CITY OF LIBBY AND LINCOLN COUNTY SHERIFF'S OFFICE AND LINCOLN COUNTY

5. The City's identified designee will coordinate with the Sheriff's designee to ensure that shift coverage by City and Sheriff patrolmen is planned in a timely manner, as determined by the Sheriff's designee.
6. Deputies may additionally be called out to high-risk situations in the city when on-duty officers/deputies are in need of assistance and as such will be considered a callout, reimbursable by the City.
7. Any deputies working in the City will answer directly to the Sheriff, however, they shall coordinate with the City Police Sergeant or designee on a day-to-day basis regarding any issues that may arise.
8. Any felony investigations started by the Sheriff shall be completed by the deputy and prosecuted by the County Attorney's Office.
9. The Sheriff will use assigned County vehicles to perform the duties as set forth herein. Shift mileage will be tracked by the Sheriff and provided to the City in the form of a request for reimbursement at the standard mileage reimbursement rate. The mileage documentation will include beginning, end, and total miles.
10. The City shall pay the Sheriff the deputy's overtime rate and allowable benefits for overtime hours worked. The Sheriff must submit reimbursement claims for the amounts no later than the Wednesday prior to the 1st or 3rd Monday of the month so that the Council may consider the claim at its next meeting and make payment of said claim the day following approval.
11. The furnishing of such services, the standards of performance, the discipline of deputies and other matters incidental to the performance of such services and the control of personnel so employed shall remain with the Sheriff. The employees of the City shall remain employees of the City and shall work with and cooperate fully with the Sheriff in the performance of his duties under this Agreement.
12. The County and Sheriff shall maintain liability insurance for the activities of the Sheriff in providing law enforcement services to the City under this MOA. The County and Sheriff shall assume liability for, defend against and hold harmless the City from all costs or damages including attorney's fees for injury to persons or property caused by the negligence of or intentional misconduct of the Sheriff or Sheriffs personnel in providing or failing to provide such law enforcement services to the City. The City shall assume liability for, defend against, and hold harmless the County and Sheriff from all claims and costs of damages including attorney fees for injury to persons or property caused by the City in its negligent or intentional misconduct in administration of the terms and conditions of this MOA.
13. No party shall assign, transfer, or convey any right or obligation set forth in this MOA without the prior written consent of the other party. The undersigned represent that they have authority to enter into this MOA.

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**CITY OF LIBBY
AND
LINCOLN COUNTY SHERIFF'S OFFICE
AND
LINCOLN COUNTY**

14. This MOA constitutes the sole and entire agreement between the parties hereto. No other terms or conditions shall be binding upon either party unless accepted in writing. This MOA supersedes any previous oral or written agreements between the parties.
15. All personnel employed by the Sheriff in providing general law enforcement services to the City shall be considered County employees, and they shall not have any benefit, status or right of City employment. The City shall not be liable for direct payments of salaries, wages or other compensation to the County employees providing general law enforcement services to it. The City shall not be liable for indemnity to any County employee for injury or sickness arising out of his or her employment in providing law enforcement services to it. For the sole purpose of giving official status to their acts in performing this MOA, every County Sheriff's deputy or employee engaged in providing general law enforcement service to the City shall be considered an agent of the City.
16. This MOA shall terminate immediately upon notification to the Sheriff by City that the services provided by Sheriff are no longer required, or June 30, 2023, whichever comes first, unless extended by all parties in writing.
17. Notwithstanding the date of signature of the parties, the terms and conditions of this MOA become effective on the 1st day of February, 2023.

By:

John Letcher Date
Chairperson,
Lincoln County Board of County Commissioners

Peggy Williams Date
Mayor,
City of Libby

Darren Short Date
Sheriff,
Lincoln County Sheriff's Office