

**TOWN OF PINETOP-LAKESIDE**

**RESOLUTION NO. 22-1619**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN NAVAJO COUNTY, CITY OF HOLBROOK, CITY OF SAINT JOHNS, CITY OF SHOW LOW, TOWN OF PINETOP-LAKESIDE, TOWN OF SNOWFLAKE, TOWN OF TAYLOR, TOWN OF EAGER, TOWN OF SPRINGVILLE, AND CITY OF WINSLOW FOR IMPLEMENTATION, DEPLOYMENT, EQUIPPING, GOVERNANCE, AND MAINTENANCE OF THE WHITE MOUNTAIN REGIONAL RESPONSE TEAM (SRT).**

**WHEREAS**, this intergovernmental agreement clarifies the operations of the White Mountain SRT, the mission of which is to respond when requested by a Participating Jurisdiction to potentially life-threatening situations and/or incidents requiring specialized skills, tactics and/or equipment, and to secure, isolate and resolve situations in a manner consistent with escalation of force theories and the preservation of life; and

**WHEREAS**, the Pinetop-Lakeside Police Department desires to remain a partner on the White Mountain SRT under the term the agreement. The Town of Pinetop-Lakeside agrees to the participating jurisdiction costs that include critical incident response and outfitting members with necessary equipment.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, approve the intergovernmental agreement between The Town of Pinetop-Lakeside and the White Mountain Regional Response Team (SRT) and the Mayor is authorized to sign the agreement. Agreement attached hereto as Exhibit A.

**PASSED AND ADOPTED** by a majority vote of the Mayor and Town Council of the Town of Pinetop-Lakeside in an open meeting on this 7<sup>th</sup> day of July 2022.



**TOWN OF PINETOP-LAKESIDE**

*Stephanie Irwin*

Stephanie Irwin, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

*Kristi Salskov*

Kristi Salskov  
Town Clerk

*William Sims*

William J. Sims, III  
Town Attorney

**EXHIBIT A**

Intergovernmental Agreement between participating agencies and the  
White Mountain Regional Response Team (SRT).

## INTERGOVERNMENTAL AGREEMENT

**Navajo County, Apache County, City of Holbrook, City of St. Johns, City of Show Low, Town of Pinetop-Lakeside, Town of Snowflake, Town of Taylor, Town of Eagar, Town of Springerville, City of Winslow**

**For**

**The Implementation, Deployment, Equipping, Governance and Maintenance of the White Mountain Regional Special Response Team (SRT)**

This Intergovernmental Agreement (this "IGA") is entered into by and among Navajo County, a body politic and corporate of the State of Arizona ("**Navajo County**"); Apache County, a body politic and corporate of the State of Arizona ("**Apache County**"); the City of Holbrook, a municipal corporation; the City of St. Johns, a municipal corporation; the City of Show Low, a municipal corporation; the Town of Pinetop-Lakeside, a municipal corporation; the Town of Snowflake, a municipal corporation; the Town of Taylor, a municipal corporation; Town of Eagar, a municipal corporation; Town of Springerville, a municipal corporation; City of Winslow, a municipal corporation; pursuant to A.R.S. § 11-952 and such other political subdivisions that enter into this IGA pursuant to the terms hereof. (All Parties to this IGA are referred to collectively as the "**Participating Jurisdictions.**")

### Recitals

- A. WHEREAS the Participating Jurisdictions previously entered into a collective agreement to form and operate the White Mountain Special Response Team; (the "White Mountain SRT") and
- B. WHEREAS the county and municipal corporation Participating Jurisdictions may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.; and
- C. WHEREAS continuation of the White Mountain SRT will maintain and enhance the ability of the Participating Jurisdictions, through their various agencies, to respond to those situations in which use of a specialized response team is appropriate.

NOW, THEREFORE, the Participating Jurisdictions, pursuant to the above, and in consideration of the matters and things hereinafter, set forth, do mutually agree as follows:

### AGREEMENT

#### I. Purpose

The purpose of this IGA is to clarify the operations of the White Mountain SRT, the mission of which is to respond when requested by a Participating Jurisdiction to potentially life threatening situations and/or incidents requiring specialized skills, tactics and/or equipment, and to secure, isolate and resolve situations in a manner consistent with escalation of force theories and the preservation of life.

## II. Scope

- A. The Participating Jurisdictions shall work together in good faith through their various agencies operations to form and operate the White Mountain SRT as set forth in the Standard Operating Procedures and Policies manual, and incorporated herein by this reference (the "**Manual**"), and under the terms and conditions set forth herein.
- B. Additional jurisdictions may be permitted to participate upon the unanimous consent of all the then Participating Jurisdictions and a counterpart signature page to this IGA executed by an authorized officer of the additional jurisdiction. Any new participant so admitted will be deemed to be a "**Participating Jurisdiction**," hereunder.
- C. All individuals selected to participate as members of the White Mountain SRT element will continue to be employees of the Participating Jurisdiction with which they are associated, subject to the provisions of Article XIII of this IGA.
- D. Each Participating Jurisdiction will make every reasonable effort to have at least one (1) employee participate as a member of White Mountain SRT. Each Participating Jurisdiction agrees to provide the necessary scheduling availability to ensure their participating employee and/or employees are adequately trained according to training standards designated by the White Mountain SRT.
- E. Each Participating Jurisdiction agrees to be responsible for the costs associated with its employees participating in the White Mountain SRT, including salary and benefits, overtime, training expenses, workers' compensation, and personal protection equipment. If a Participating Jurisdiction donates or provides any equipment to the White Mountain SRT, it will be returned to the Participating Jurisdiction if the team is ever discontinued.
- F. The Participating Jurisdictions agree to make every reasonable effort to respond to a request for assistance by a Participating Jurisdiction if the incident that is the subject of the request is within the scope of the responding Participating Jurisdiction. Whether to respond to a request for assistance shall be determined by each Participating Jurisdiction in its sole discretion, taking into consideration its own needs and other commitments at the time of the request. The requesting Participating Jurisdiction shall provide necessary supplies and services (such as food, shelter, gasoline and oil) for the responding Participating Jurisdictions' personnel and equipment at the scene of the incident.
- G. The management of the White Mountain SRT will consist of a board which are the agency heads of the participating agencies. A participating agency is an agency that provides at least one (1) member on the team and is in compliance with Section III, Financing, of this agreement. Each agency with at least one (1) member and in

compliance with Section III will have one (1) vote on the managing board. Agencies that do not have a member but contribute \$3500.00 annually will receive a response upon request and approval from the SRT Commander but will not have a vote on the governing board. Agencies that do not contribute the annual fee may be billed per SRT response.

H. Management of an incident requiring the deployment of a White Mountain SRT shall remain with the jurisdiction in which the incident occurred. From the time of arrival to the time of departure at the incident scene, the party providing assistance shall be considered for all purposes (other than joint employee status as required by Article VIII of this IGA ) to be under the direction and control of the party requesting assistance. In proceeding to and returning from an incident scene, the party providing assistance shall not be under the direction and control of the party requesting assistance.

**III. Financing**

Each Participating Jurisdiction will fund the procurement of all necessary equipment for its members of the White Mountain SRT. As a Participating Jurisdiction, each agency agrees to fund each of their participating members in the following manner:

|                                       |  | Contribution Amount Per Member |
|---------------------------------------|--|--------------------------------|
| 2022-1 <sup>st</sup> Year of Contract |  | \$3,500.00                     |
| 2023-2 <sup>nd</sup> Year of Contract |  | \$3,500.00                     |
| 2024-3 <sup>rd</sup> Year of Contract |  | \$3,500.00                     |
| 2025-4 <sup>th</sup> Year of Contract |  | \$3,500.00                     |
| 2026-5 <sup>th</sup> Year of Contract |  | \$3,500.00                     |

Grant funds obtained for the White Mountain SRT shall be used for the benefit of all Participating Jurisdictions. In the event a Participating Jurisdiction withdraws from the White Mountain SRT pursuant to Section V (A) or (B) of this IGA, the Jurisdiction shall not be entitled to any share of grant funds existing at the date of withdrawal, and all such funds shall continue to be used for the benefit of the remaining Participating Jurisdictions. Each Participating Jurisdiction shall bear the costs of its employees incurred in the implementation of this IGA, including wages (including overtime), health insurance, benefits and workers' compensation.

**IV. Term**

This IGA shall be for an initial term of five (5) years, effective on the date it is executed by all the initial parties. The parties shall have the option to extend the term of this IGA for two additional five (5) year periods. Any modification or time extension of this IGA shall be by formal written amendment executed by the parties hereto. The parties agree that if the IGA is extended for an additional five-year period, each Participating Jurisdiction will

fund this agreement according to the above listed **Section III Financing**, in a similar and like manner, according to the prevailing costs, at the time of the renewal, associated with operating the White Mountain SRT.

**V. Termination**

- a. *Withdrawal without Cause.* A Participating Jurisdiction may terminate its participation in the White Mountain SRT element under this IGA, with no less than sixty calendar days' written notice to the other Participating Jurisdictions. If a Participating Jurisdiction terminates as a result of a failure of its governing body to budget and appropriate sufficient funds to support that Participating Jurisdiction's participation, and a sixty calendar days' notice is not possible, it shall give the other Participating Jurisdictions written notice of the non-appropriation within ten (10) days after the final budget is adopted by its governing body.
- b. *Withdrawal for Cause.* A Participating Jurisdiction may withdraw immediately in the event that other members of the White Mountain SRT, materially breach the standard operating procedures in a manner that exposes that the withdrawing Jurisdiction to significant additional legal liability, or the White Mountain SRT or one or more other Participating Jurisdictions materially breaches this IGA. Because each Participating Jurisdiction understands and acknowledges that its withdrawal from the White Mountain SRT will cause significant disruption to the operation of the White Mountain SRT, it shall not exercise this termination option unless the breach or exposure is significant, material, and of an on-going nature.
- c. *Shutting Down Operations.* Upon expiration of this IGA, or in the event of an earlier termination as to all the Participating Jurisdictions, following the notice of termination required by this Article V, the Participating Jurisdictions shall cooperate in good faith to close the operation of the White Mountain SRT in a manner that is safe and fiscally sound. The various parties who were Participating Jurisdictions at the time of the termination or expiration shall continue to be liable in their proportionate shares on any long term financial obligation of the White Mountain SRT, such as the payment of rent, provided that such obligations were authorized in writing by the parties under this IGA or any amendment.
- d. *Disposition of Equipment.* In the event a Participating Jurisdiction terminates its participation or withdraws from the White Mountain SRT pursuant to Section V (a) or (b), any uniforms purchased through grant funding and assigned to members of the terminating or withdrawing Jurisdiction shall remain the property of the Participating Jurisdiction. All equipment purchased through grant funding and assigned as White Mountain SRT equipment will remain with the remaining Participating Jurisdictions. A terminating or withdrawing Participating Jurisdiction shall retain any personal equipment purchased for its members by the withdrawing

Participating Jurisdiction. In the event this IGA is terminated pursuant to Section V(c), all equipment purchased for the White Mountain SRT through grant funding shall be divided proportionally among the Participating Jurisdictions.

## **VI. Insurance**

Each Participating Jurisdiction shall obtain and maintain at its own expense, during the entire term of such Participating Jurisdiction's participation in this IGA, the following type(s) and amounts of insurance:

- a. Commercial General Liability in the amount of \$2,000,000.00 combined, single limit Bodily Injury and Property damage;
- b. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c. Worker's Compensation coverage, including employees' liability coverage, as required by law.

## **VII. Indemnification**

To the extent permitted by law, each party to this IGA shall (as an "Indemnitor") indemnify, defend and hold harmless every other party and its officers, officials, agents, employees and volunteers (collectively the "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees, collectively "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. If a Claim or Claims by third parties becomes subject to this Section VII, the parties to this IGA that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to Article VIII of this IGA, including proportionate liability and proportionate payment of litigation fees, expenses and damages. The obligations under this Section VII shall survive the termination of this IGA.

## **VIII. Joint Defense**

All Participating Jurisdictions involved in a Claim or Claims have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Participating Jurisdictions agree to have one lawyer jointly represent the defendants in the lawsuit. The Participating Jurisdictions agree to abide by the Memorandum of Understanding

Regarding Joint Defense (“MOU”) between the Arizona Counties Insurance Pool (“ACIP”) and the Arizona Municipal Risk Retention Pool (“AMRRP”). Each Participating Jurisdiction acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.

**IX. Compliance with Laws**

The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in any court of competent jurisdiction.

**X. Non-Discrimination**

The parties shall comply with Executive Order 2009-09, Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

**XI. Severability**

If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

**XII. Conflict of Interest**

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

**XIII. Legal Authority**

If a court, at the request of a third person, should declare that any party hereto lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

**XIV. Worker's Compensation**

Every party herein shall comply with the provisions of A.R.S §23-1022(E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this IGA.

**XV. No Third Party Beneficiaries**

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

**XVI. Sovereign Immunity**

Nothing in this IGA shall be construed as an express or implied waiver of the sovereign immunity of any party in any forum or jurisdiction.

**XVII. Entire Agreement**

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Navajo County Recorder, or Arizona Secretary of State, whichever is appropriate.

**XVIII. Counterparts**

This IGA may be executed in multiple counterpart form, with each such counterpart constituting a binding original agreement between and among the parties.

**XIX. Dispute Resolution**

In the event of any controversy arising out of this IGA, the parties agree that the matter shall be arbitrated as provided in A.R.S. § 12-1518(A). The method of arbitration and the selection of arbitrators shall be decided by mutual agreement of the parties at such time as arbitration services are needed.

*[Remainder of page left intentionally blank, signature page to follow.]*

*In Witness Whereof*, each Participating Jurisdiction has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

**NAVAJO COUNTY**

\_\_\_\_\_  
Dawnafe Whitesinger  
Chairman  
Navajo County Board of Supervisors

\_\_\_\_\_  
David M. Clouse  
Sheriff  
Navajo County Sheriff's Office

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa Buckley, Clerk of the Board  
Navajo County Board of Supervisors

\_\_\_\_\_  
Brad Carlyon, Navajo County Attorney

**CITY OF SHOW LOW**

\_\_\_\_\_  
John Leech Jr.  
Mayor  
City of Show Low

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rachael Hall  
City Clerk  
City of Show Low

\_\_\_\_\_  
Morgan Brown  
City Attorney  
City of Show Low

**APACHE COUNTY**

\_\_\_\_\_  
Dr. Joe Shirley, Jr.  
Chairman  
Apache County Board of Supervisors

\_\_\_\_\_  
Joseph Deadman, Jr.  
Sheriff  
Apache County Sheriff's Office

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Delwin Wengert, Clerk of the Board

\_\_\_\_\_  
Michael Whiting, Apache County Attorney

CITY OF ST. JOHNS

\_\_\_\_\_  
Spence Udall  
Mayor  
City of St. Johns

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Cindy Lee  
City Clerk  
City of St. Johns

\_\_\_\_\_  
D. Bryce Patterson  
City Attorney  
City of St. Johns

CITY OF HOLBROOK

\_\_\_\_\_  
J. Merrill Young  
Mayor  
City of Holbrook

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa Hunt  
City Clerk  
City of Holbrook

\_\_\_\_\_  
Ryan M. Garvey  
City Attorney  
City of Holbrook

TOWN OF PINETOP/LAKESIDE

Stephanie Irwin  
Stephanie Irwin  
Mayor  
Town of Pinetop/Lakeside



ATTEST:

APPROVED AS TO FORM:

Kristi Salskov  
Kristi Salskov  
Town Clerk  
Town of Pinetop/Lakeside

William J. Sims  
William J. Sims  
Town Attorney  
Town of Pinetop/Lakeside

**TOWN OF TAYLOR**

\_\_\_\_\_  
David Smith  
Mayor  
Town of Taylor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Geri Judd  
Town Clerk  
Town of Taylor

\_\_\_\_\_  
William Sims  
Town Attorney  
Town of Taylor

**TOWN OF SNOWFLAKE**

\_\_\_\_\_  
Lynn Johnson  
Mayor  
Town of Snowflake

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Katie Melser  
Town Clerk  
Town of Snowflake

\_\_\_\_\_  
Robert M. Hall  
Town Attorney  
Town of Snowflake

**CITY OF WINSLOW:**

APPROVED AS TO FORM:

\_\_\_\_\_  
Roberta Cano, Mayor  
City of Winslow

\_\_\_\_\_  
Dwane Cate, City Attorney

ATTEST:

\_\_\_\_\_  
Suzy Wetzal, City Clerk

**TOWN OF SPRINGERVILLE:**

APPROVED AS TO FORM:

\_\_\_\_\_  
Phil Hanson Jr., Mayor

\_\_\_\_\_  
Tim Shaffery, Town Attorney

ATTEST:

\_\_\_\_\_  
Mary Nedrow, Town Clerk

**TOWN OF EAGAR:**

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryce Hamblin, Mayor

\_\_\_\_\_  
Brett Rigg, Town Attorney

ATTEST:

\_\_\_\_\_  
Jessica Vaughan, Town Clerk

**Town of Pinetop-Lakeside  
General Ledger for General Fund - 5/1/2022 to 5/31/2022**

| Account                                      |      | Description   | Debit           | Credit              | Balance            |
|--|------|---|-----------------|---------------------|--------------------|
| Date   | Code |   |                 |                     |                    |
| <b>5618 - VOLUNTEER/RESERVE UNIFORMS,EXP</b> |      |   |                 |                     | <b>\$10,820.43</b> |
| 5/2/2022                                     | AP   | VOID INV: 1211 Aldridge Consulting LLC - TPT Recovery           |                 | 1,375.01            | 9,445.42           |
| 5/31/2022                                    | AP   | INV: May Hours Jim Jarvis - May 2022 VIP Hours                  | 100.00          |                     | 9,545.42           |
| 5/31/2022                                    | AP   | INV: May 2022 Hours Agan, Larry - May 2022 VIP Hours            | 100.00          |                     | 9,645.42           |
| 5/31/2022                                    | AP   | INV: May 2022 Hours Agan, Sue - May 2022 VIP Hours              | 100.00          |                     | 9,745.42           |
| 5/31/2022                                    | AP   | INV: May 2022 Hurs Willis Zaremba, Rebecca - May 2022 VIP Hours | 100.00          |                     | 9,845.42           |
| 5/31/2022                                    | AP   | INV: May 2022 Hours Fox, Sarah - May 2022 VIP Hours             | 100.00          |                     | 9,945.42           |
| 5/31/2022                                    | AP   | INV: May 2022 Hours Benge, Bruce - May 2022 VIP Hours           | 100.00          |                     | 10,045.42          |
| 5/31/2022                                    | AP   | INV: May 2022 Hours James Serrano - May VIP Hours               | 100.00          |                     | 10,145.42          |
| 5/31/2022                                    | AP   | INV: May 2022 Hurs Roland Picard - May 2022 VIP Hours           | 150.00          |                     | 10,295.42          |
|  |      |   | <b>\$850.00</b> | <b>(\$1,375.01)</b> | <b>\$10,295.42</b> |
| <b>Report Total:</b>                         |      |   |                 |                     | <b>\$10,295.42</b> |