

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 24-1723

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE NAVAJO COUNTY SHERIFF'S OFFICE AND THE CITIES OF WINSLOW AND SHOW LOW, AND THE TOWN OF PINETOP-LAKESIDE, ARIZONA, REGARDING BYRNE GRANT FUNDING FOR FISCAL YEAR 2024-2025.

RECITALS:

WHEREAS, the Navajo County Sheriff's Office and the above named municipalities are members of the Navajo County Major Crimes Apprehension Team (MCAT), a multi-agency, multi-jurisdictional task force that is dedicated to the investigation of the sale of illegal drugs within Navajo County; and

WHEREAS, the Navajo County Sheriff's Office is the grant manager for the Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant Agreement (Exhibit A) (hereafter, "Byrne Grant"); and

WHEREAS, Navajo County has received Byrne Grant Funding and desires to share it with the above-named municipalities on a "pass-through basis," pursuant to the terms and conditions of the grant, and

WHEREAS, the Town of Pinetop-Lakeside desires to receive the aforementioned Byrne Grant funding in order to enable their participation with the MCAT team and are willing to comply with all terms and conditions of the grant, and

WHEREAS, the Town of Pinetop-Lakeside and above listed organizations are authorized by Arizona Revised Statutes Section 11-952 to enter into this Intergovernmental Agreement.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Town of Pinetop-Lakeside, Arizona, hereby authorize an Intergovernmental Agreement between the Navajo County Sheriff's Office, Cities of Winslow and Show Low, and the Town of Pinetop-Lakeside for Byrne Grant funding.

BE IT FURTHER RESOLVED authorizing Mayor Irwin and Chief of Police, Dan Barnes to sign all documents necessary to execute this Agreement.

PASSED AND ADOPTED this 1st day of August 2024, by the Mayor and Council of the Town of Pinetop-Lakeside, Arizona.



TOWN OF PINETOP-LAKESIDE

Stephanie Irwin
Stephanie Irwin
Mayor

ATTEST:

Kristi Salskov
Kristi Salskov, CMC
Town Clerk

APPROVED AS TO FORM:

William J. Sims
William J. Sims, III
Town Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN THE NAVAJO
COUNTY SHERIFF'S OFFICE, AND THE CITIES OF WINSLOW AND
SHOW LOW AND THE TOWN OF PINETOP-LAKESIDE
REGARDING BYRNE GRANT FUNDING FOR FISCAL YEAR
2024-2025

This agreement is entered into this 1st day of July, 2024, by and between the Navajo County Sheriff's Office (hereafter "County"), the cities of Winslow, and Show Low and the Town of Pinetop-Lakeside. (hereafter "municipalities").

WHEREAS, the Navajo County Sheriff's Office and the above-named municipalities are members of the Navajo County Major Crimes Apprehension Team (MCAT), a multi-agency, multi-jurisdictional task force that is dedicated to the investigation of the sale of illegal drugs within Navajo County; and

WHEREAS, the Navajo County Sheriff's Office is the grant manager for the Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant Agreement (hereafter, "Byrne Grant") and Arizona Local Border Security Funding (hereafter, "LBS"; and

WHEREAS, the County has received Byrne Grant Funding and/or LBS that it desires share with the above-named municipalities on a "pass-through basis," pursuant to the terms and conditions of the grant, and

WHEREAS, the above-named municipalities desire to receive the aforementioned Byrne Grant funding and/or LBS in order to enable their participation with the MCAT team and are willing to comply with all terms and conditions of the grant, and

WHEREAS, the County and municipalities share mutual responsibilities for enforcing the laws of the State of Arizona within Navajo County; and

WHEREAS, the MCAT members share concern over the enforcement of the Arizona State laws relating to illegal drugs, gangs and violent crimes; and

WHEREAS, the Team members (County and Municipalities) are desirous of establishing a cooperative effort to further the enforcement of the Laws of the State of Arizona;

NOW THEREFORE, the parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to enhance the efforts of the members to enforce the laws of the State of Arizona, and specifically and especially the laws of the State of Arizona relating to illegal drugs, gangs and violent crimes. The municipalities agree that grant funds will be used to enhance drug, gang, and/or related violent crime control efforts to deter, investigate, prosecute, adjudicate and/or punish drug, gang, and related criminal offenders.

II. PERIOD OF AGREEMENT

This Agreement will commence on July 1, 2024 and terminate on June 30, 2025.

III. AMOUNTS AWARDED TO MUNICIPALITIES

The Cities of Winslow, Show Low and the Town of Pinetop Lakeside are hereby allotted 75% of the salary and ERE for each detective assigned to MCAT.

Each municipality hereby agrees to be responsible for the supervision, training, salary, benefits and all other responsibilities and duties relating to the employment of their respective detectives that are assigned to the Major Crimes Apprehension Team.

IV.) REIMBURSEMENT OF MUNICIPALITY COSTS

Each municipality must provide a quarterly invoice for salary and benefits per officer with backup documentation which shall include a salary and benefits register with signed timesheets.

V.) COMPLIANCE WITH TERMS/CONDITIONS OF MASTER GRANT AGREEMENT

Each municipality receiving grant funding per this Agreement hereby agrees to comply with each and every provision of the "Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Grant Agreement," between County and the Arizona Criminal Justice Commission and Arizona Local Border Security Funding, which is attached hereto and incorporated herein as "Exhibit 1 and Exhibit 2." Each municipality receiving pass-through funding per this agreement understands it is bound to all terms of the grant agreement to the same extent of as Navajo County, and further agrees to furnish to County proof of its compliance with all grant terms/conditions.

VI. INSURANCE

Each municipality agrees to carry insurance in the minimum amounts set forth in "Exhibit A." to the master grant agreement.

VII. INDEMINIFICATION

To the extent permitted by law, each party to this Agreement agrees (as indemnitor) to indemnify, defend and hold harmless every other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively, "Claims") arising out bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of possible litigation expenses and money damages. Each party's obligation of indemnification shall survive the termination of this agreement. Each party shall remain solely and exclusively responsible for the employee benefits, wage and disability payments, pensions, and workers' compensation claims for its employees.

VII. CONDITIONS PRECEDENT

This agreement shall be conditioned on the governing body of each of the agencies involved in approving this agreement. If any governing body does not approve this agreement, the agreement shall take effect as to those agencies or political subdivisions which do approve the agreement and not as to those which do not.

VIII. INTEGRATION

This agreement constitutes the entire agreement between the parties, and any prior or contemporaneous written or oral agreements relating to an additional law enforcement officer are superseded by this agreement.

IX. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. 38-511, the state or any of its political subdivisions, within three years after execution of this Agreement, may cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

X. NON-DISCRIMINATION

All parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, 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. All 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. APPLICABLE LAW

This Agreement shall be governed and interpreted by the laws of the State of Arizona

XII. ARBITRATION

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. 12-1518 and 12-133 except as may be required by other applicable statutes.

DATED this 1st day of August, 2024, by:

Authorized agent, City of Winslow

Authorized agent, Winslow Police Department

Authorized agent, City of Show Low

Authorized agent, Show Low Police Department

Stephanie Irwin
Stephanie Irwin, Mayor, Town of Pinetop-Lakeside

Chief of Police, Dan Barnes, Pinetop-Lakeside Police Department

Authorized agent, Navajo County Sheriff

Dated: _____

Pursuant to A.R.S. § 11-952(D), I certify that the foregoing agreement has been reviewed, is in proper form, and is within the powers and authority granted to the entity to which I provide legal representation.

BRAD W. CARLYON
Navajo County Attorney

By: Bradley W. Carlyon, County Attorney

