

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 25-1786

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR DISPATCHING SERVICES “EXHIBIT A”, BETWEEN THE CITY OF SHOW LOW, AN ARIZONA MUNICIPAL COORPORATION (“CITY”), AND THE TIMBER MESA FIRE AND MEDICAL DISTRICT, HEBER-OVERGAARD FIRE DISTRICT, PINEDALE/CLAY SPRINGS FIRE DISTRICT, PINETOP-FIRE DISTRICT, VERNON FIRE DISTRICT, ALL FIRE DISTRICTS ORGANIZED PURSUANT TO TITLE 48, CHAPTER 5 OF ARIZONA REVISED STATUTES (“DISTRICTS”) AND TOWNS OF PINETOP-LAKESIDE, TAYLOR, SNOWFLAKE, EAGER AND SPRINGERVILLE (“TOWNS”), ALL MUNICIPAL COORPORATIONS.

WHEREAS, the Town has authority pursuant to A.R.S. §9-240.B.12 to establish and regulate the police of the Town and to prescribe their powers and duties, and carries out twenty- four (24) hour dispatch services in that regard; and

WHEREAS, the Town of Pinetop-Lakeside has authority pursuant to A.R.S. §48-805(B)(1) and (17)(a) to enter into contracts and employ help necessary for public safety services and preservation of life; and

WHEREAS, the Show Low Police Department operates a 911 Public Safety Answering Point Center and is responsible for answering all 911 emergency telephone calls in the Show Low area; and

WHEREAS, it would be in the best interest of the Town of Pinetop-Lakeside, the City of Show Low, participating Towns and Districts to maintain the consolidated emergency dispatch system in their overlapping jurisdictions for economical and efficient operation; and

WHEREAS, This Agreement approved by Town Council shall be effective on July 1, 2025, and continue through June 30, 2028. This Agreement shall automatically renew for two (2) additional one-year terms unless termination pursuant to Section 8.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, as follows:

1. That approval of the Intergovernmental Agreement made pursuant to A.R.S. § 11-952 among the City of Show Low, participating Towns and Districts and the Town of Pinetop-Lakeside, acting by and through the Pinetop-Lakeside Police Department is granted.
2. That the Mayor, is appointed agent for the Town of Pinetop-Lakeside, to conduct all negotiations, execute and submit all documents and any other necessary or desirable instruments in connection with the Intergovernmental Agreement.

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 4th day of September 2025.



ATTEST:



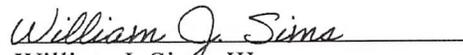
Kristi Salskov, MMC, CPM,
Town Clerk

TOWN OF PINETOP-LAKESIDE



Stephanie Irwin
Mayor

APPROVED AS TO FORM:



William J. Sims, III
Town Attorney

EXHIBIT A

Intergovernmental Agreement for Emergency Dispatch Services

**INTERGOVERNMENTAL AGREEMENT
FOR DISPATCHING SERVICES**

This INTERGOVERNMENTAL DISPATCHING AGREEMENT ("Agreement") effective as of July 1, 2025 (the Effective Date), between the City of Show Low, an Arizona municipal corporation ("City"), and the Timber Mesa Fire and Medical District, Heber-Overgaard Fire District, Pinedale/Clay Springs Fire District, Pinetop Fire District, Vernon Fire District, all Fire Districts organized pursuant to Title 48, Chapter 5 of the Arizona Revised Statutes ("Districts") and Towns of Pinetop-Lakeside, Taylor, Snowflake, Eagar and Springerville ("Towns"), all Arizona Municipal Corporations.

WITNESSETH:

WHEREAS, the City and Towns have authority pursuant to A.R.S. §9-240.B.12 to establish and regulate the police of the City or Towns and to prescribe their powers and duties, and the City and Towns currently perform twenty- four (24) hour emergency dispatch services to assist the police departments, the Fire Districts and local fire and medical; and

WHEREAS, the Districts have authority pursuant to A.R.S. §48-805(B)(1) and (17)(a) to enter into contracts and employ help necessary for fire protection and preservation of life; and

WHEREAS, the Show Low Police Department operates a 911 Public Safety Answering Point Center and is responsible for answering all 911 emergency telephone calls in the Show Low area; and

WHEREAS, A.R.S. §11-952 authorizes intergovernmental agreements between government entities; and

WHEREAS, it would be in the best interest of the City, Towns, and the Districts to continue to consolidate an emergency dispatch system in their overlapping and neighboring jurisdictions for economical and efficient operation; and

WHEREAS, the parties have agreed upon the fee set forth herein as payment to the City for dispatch services provided to the Districts and Towns by the City during the term of this Agreement; and

WHEREAS, the Show Low City Council, Pinetop-Lakeside Town Council, Taylor Town Council, Snowflake Town Council, Eagar Town Council and Springerville Town Council and the Districts' Board of Directors have met and duly approved this Agreement by resolutions, copies of which are attached hereto and incorporated herewith; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties mutually agree to jointly exercise their common powers as follows:

1. Purpose. This Agreement is made to provide dispatching for the City of Show Low,

Fire District units, Towns of Pinetop-Lakeside, Snowflake, Taylor, Eagar and Springerville on a twenty-four (24) hour basis in the jurisdiction of the Districts or areas served by the Districts through contract, City and Town limits.

2. Responsibilities.

2.1 The City Shall:

- 2.1.1 Provide dispatch services to the Districts and Towns in the same manner as such services are provided to the City. The City shall have sole and complete authority and control over the dispatch operation.
- 2.1.2 Provide emergency dispatching services to the Districts and Towns twenty- four hours a day and seven days a week beginning July 1, 2025, to the extent all data, GIS, or other information has been provided or entered into the system.
- 2.1.3 Provide dispatching utilizing computer-aided dispatching. The capabilities which will be made available to the Districts and Towns include: location of events utilizing cross streets; addresses and varied map coordinates as may be available; maintenance of status time, including time received, time dispatched, time first unit on scene and time last unit cleared scene and other fire service benchmark times as available.
- 2.1.4 Provide, if requested, summary listings to the Towns and Districts of call data by month, quarter or year as generated by the system.
- 2.1.5 Record Town and District radio transmissions from the primary dispatch channel as received at the dispatch center, and all telephone transmissions on emergency lines. City will maintain all recordings pursuant to the retention schedules as established by the Arizona State Library, Archives and Public Records. The City will provide copies of the recordings upon request to the Towns or Districts. Any costs associated with additional equipment or services required to record any additional radio frequencies will be the responsibility of the requesting Town or District.
- 2.1.6 Maintain control of all hiring, supervision, and discipline of communications personnel.
- 2.1.7 Maintain control of all connectivity to the City of Show Low system including, but not limited to, security policies, hardware, and software.
- 2.1.8 At regular intervals, provide the Towns and Districts with exception lists of information that needs to be verified by Town and District personnel. When notified of the verified and/or corrected information, the City will make the needed changes to the GIS system in an appropriate timeframe.

2.2 The Towns or Districts Shall:

- 2.2.1 Comply with the radio, computer, electronic or other technical specifications required to support this Agreement.

- 2.2.2 Provide all GIS data needed for dispatching. Towns and Districts will provide a single point of contact to facilitate this Agreement and make someone available on-site at the City when needed to design and maintain Towns' and District's GIS information.
- 2.2.3 Provide a single point of contact and an on-site person to add and update run cards.
- 2.2.4 Conform to the existing City naming conventions for GIS information.
- 2.2.5 Comply with existing City procedures and policies regarding dispatching.

2.3 Jointly. The Towns, Districts and City Mutually Agree:

- 2.3.1 To not incur legal liability for the actions of one another, other than under the terms and conditions of this Agreement. Each party will be solely and entirely responsible for its own acts and acts of its own Board or Council members, officials, agents, and employees during the performance of this Agreement.
- 2.3.2 It is noted that as a part of this Agreement are the written determinations of the attorneys for the parties that this Agreement is in proper form and within the powers and authority granted to said parties under the laws of the State of Arizona.
- 2.3.3 To act for the good faith implementation of this Agreement and its covenants, including full and complete timely performance.

3. Compensation and Budget. The Town and Districts agree to pay the City for services rendered a lump sum yearly fee as shown on exhibit A attached hereto. This fee is based on calls for service for fiscal year 2026 and a fee of \$47.62 per call. Future fees shall be based on a three-year rolling average of call volume of all parties to the agreement. Said fee shall be paid in quarterly payments, within thirty days following invoicing at the end of each quarter.

A call for service shall be defined as any call (excluding City of Show Low Standby calls for the Essential Air Service which is addressed in a separate IGA between the Timber Mesa Fire and Medical District and the City of Show Low) where a field unit is sent to a location of an incident or to assist a citizen, or any time a field unit initiates activity that would, otherwise, have resulted in the dispatch of a field unit.

4. Adjustments to Compensation. The compensation referred to in paragraph 3 above may be adjusted annually based upon the actual costs to City. This adjustment shall be calculated as of January 1 of each calendar year based upon the change in the actual costs over the past calendar year. The parties will jointly calculate the change, if any, in the compensation early enough in the calendar year so that the adjusted compensation figure can be included in the fiscal year budget process for approval. The adjusted compensation will be effective upon the new fiscal year to which it applies. Any adjustments to compensation shall be as mutually agreed upon by the parties.

5. Additional Equipment. The Towns and Districts shall be responsible for all radio equipment costs, including acquisition and maintenance of radio equipment specifically and exclusively required to dispatch to the Town and District, in addition to all radio receiving equipment used by Towns and Districts. Said equipment shall be returned to Towns and District in the event this Agreement is terminated for any reason. Towns and Districts are responsible for maintenance and system improvements to their own equipment. If the City utilizes improved technology, the Towns and Districts will upgrade their equipment to the same level as soon as reasonably practicable under the circumstances.
6. Advisory Board. During the pendency of this Agreement, an Advisory Board, comprised of one voting member appointed by each entity, which will be the Chief or President of each emergency entity or a designee, shall meet on a regular basis and make recommendations to the City for operational improvements, system and capital improvements, and the provision of essential administrative services. Said Advisory Board shall assist in implementing policies and standards of operation for the dispatch center. Said Advisory Board shall assist in the establishment of benchmarks, management requirements and strategic goals for the communication center, from time to time. Each entity agrees to follow the protocols, as developed by this group, as a condition of their participation in the IGA. The Advisory Board shall make recommendations regarding compliance enforcement, including but not limited to financial penalties and removal of an entity from this Agreement. The Advisory Board shall be advisory only and does not have authority over the City, its dispatch services or the Towns or Districts.
7. Term. The term of this Agreement is three (3) years and ends June 30, 2028. This Agreement shall automatically renew for two (2) additional one-year terms unless terminated pursuant to Section 8.
8. Termination. Either party may terminate this Agreement by providing written notice to the other party at least one hundred and twenty (120) days before the effective date of termination. In the event of termination, the fee payable pursuant to paragraph 3 shall be prorated through the effective date of termination. In addition, the City may suspend the performance of dispatch services during any period when the Districts or Towns have failed to make payment as required by paragraph 3. Any party may terminate this Agreement pursuant to the provisions of A.R.S. §38-511.
9. Boycott of Isreal. The parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35- 393.01.
10. Indemnification. 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 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 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 proportionate liability and payment of possible litigation expenses and damages. The obligations under this Section 10 shall survive termination of this Agreement.

11. No Third-Party Beneficiary. This Agreement shall be binding upon the parties and any successor-in-interest. No provision herein is intended to create a third-party beneficiary interest in any person or entity, including but not limited to the respective employees or agents of any party.
12. Insurance. City, Towns and Districts shall each provide and maintain liability insurance coverage of at least \$2,000,000 per occurrence and \$5,000,000 in the aggregate. Said insurance policy shall name the other party as an additional insured with the proper endorsement. Each party shall deliver to the other a certificate of insurance in a form satisfactory to the other party. Such policies shall provide for thirty (30) days prior written notice prior to cancellation.
13. Workers' Compensation. For purposes of workers' compensation, all personnel operating the dispatch center on behalf of the City shall be deemed to be an employee of the City, as provided in A.R.S. §23-1022(0), and the City shall be solely liable for payment of said employees' wages, benefits and insurance premiums including but not limited to compensation earned, including overtime, all withholdings, worker's compensation benefits and unemployment benefits. The city shall comply with provisions of A.R.S. §23-1022(E) by posting the public notice required.
14. Non-Discrimination. Each party warrants that it complies with any and all state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The parties shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.
15. Integration/Entire Agreement. This agreement constitutes the entire agreement

between the parties, and any prior or contemporaneous written or oral agreements are superseded by this agreement.

16. Severability. If a court of competent jurisdiction renders any provision of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion thereof were not part of this Agreement.
17. Alternative Dispute Resolution. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto agrees to meet and confer with the other party before filing any legal action. Each party waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The parties hereto further expressly covenant and agree that in the event of litigation arising from this Agreement, either party may be entitled to an award of attorneys' fees, either pursuant to the Contract, pursuant to A.R.S. §12-341.0 I (A) and (B), or pursuant to any other state or federal statute.
18. Counterparts: This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

CITY OF SHOW LOW

By _____
John Leech, Jr., Mayor

Date _____

ATTEST:

Rachael Hall, City Clerk

Approved as to Form:

Anna M. Atencio, City Attorney

TIMBER MESA FIRE AND MEDICAL DISTRICT

By _____
Board Chair

Date _____

ATTEST:

Board Clerk

Approved as to Form:

Board Attorney

HEBER-OVERGAARD FIRE DISTRICT

By _____
Board Chair

Date _____

ATTEST:

Board Clerk

PINEDALE/CLAYSPRINGS FIRE DISTRICT

By _____
Board Chair

Date _____

ATTEST:

Board Clerk

PINETOP FIRE DISTRICT

By _____
Board Chair

Date _____

ATTEST:

Board Clerk

VERNON FIRE DISTRICT

By _____
Board Chair

Date _____

ATTEST:

Board Clerk

TOWN OF PINETOP-LAKESIDE

By Stephanie Linn
~~Board Chair~~ Mayor

Date 9/4/2025

ATTEST:

Kristi Sabaku
City Clerk



Approved as to Form:

William J. Sims
Town Attorney

TOWN OF SNOWFLAKE

By _____
Mayor

Date _____

ATTEST:

Town Clerk

Approved as to Form:

Town Attorney

TOWN OF TAYLOR

By _____
Mayor

Date _____

ATTEST:

Town Clerk

Approved as to Form:

Town Attorney

TOWN OF EAGAR

By _____
Mayor

Date _____

ATTEST:

Town Clerk

Approved as to Form:

Town Attorney

TOWN OF SPRINGERVILLE

By _____
Mayor

Date _____

ATTEST:

Town Clerk

Approved as to Form:

Town Attorney