

**TOWN OF PINETOP-LAKESIDE**

**RESOLUTION NO. 25-1797**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, APPROVING A MEMORANDUM OF UNDERSTANDING REGARDING THE NAVAJO COUNTY SEXUAL ASSAULT RESPONSE TEAM (SART).**

**RECITALS:**

**WHEREAS**, the Town Council is authorized and empowered to enter into a Memorandum of Understanding (“MOU”) to partner with the Navajo County Sexual Assault Response Team (SART) pursuant to A.R.S. § 11-952; and

**WHEREAS**, this is a cooperative effort between the Pinetop-Lakeside Police Department and the Navajo County Sexual Assault Response Team (SART).

**WHEREAS**, the purpose of this MOU is for Pinetop-Lakeside Police detectives to partner with the Navajo County Sexual Assault Response Team (SART) to promote a multidisciplinary collaborative response that provides a coordinated, immediate, victim-centered response to sexual assault. The Navajo County SART recognizes best practices in providing supportive, coordinated, and collaborative partnerships with law enforcement as members of the multidisciplinary team.

**ENACTMENTS:**

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

**Section 1:** That approval of the Memorandum of Understanding attached hereto as Exhibit A regarding partnership with the Navajo County Sexual Assault Response Team (SART) is granted.

**Section 2:** That Dan Barnes, Chief of Police, 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 MOU.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, this 18<sup>th</sup> day of December 2025.



TOWN OF PINETOP-LAKESIDE

*Stephanie Irwin*  
Stephanie Irwin, Mayor

ATTEST:

*Kristi Slavov*  
Kristi Slavov, MMC, CPM, Town Clerk

APPROVED AS TO FORM

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

**EXHIBIT A**

**Memorandum of Understanding (MOU) with Navajo County for the  
Sexual Assault Response Team (SART)**

## Memorandum of Understanding

### Between:

**Alice's Place  
Arizona Complete Health  
Arizona Department of Child Safety  
ChangePoint Integrated Health  
Flagstaff Initiative Against Trafficking  
Holbrook Police Department  
Little Colorado Medical Center  
Navajo County Attorney's Office  
Navajo County Family Advocacy Center**

**Navajo County Sheriff Department  
Pinetop/Lakeside Police Department  
Show Low Police Department  
Snowflake/Taylor Police Department  
Summit Healthcare Association, d/b/a/  
Summit Healthcare Regional Medical  
Center  
White Mountain Safehouse  
Winslow Police Department**

### Be it agreed that:

- The Navajo County Sexual Assault Response Team promotes a multidisciplinary collaborative response that provides a coordinated, immediate, victim-centered response to sexual assault.
- The Navajo County SART recognizes best practices in providing supportive, coordinated, and collaborative partnerships with law enforcement as members of the multidisciplinary team.
- Each member of the SART supports the mission of the team and is committed to the success of a multidisciplinary approach to the investigation of adult sexual assault.
- Members will refer, when appropriate, vulnerable adult abuse, sexual assault, sex trafficking, and domestic violence or any other criminal acts deemed relevant involving minors aged 11-17 investigations for case review.
- Navajo County SART recognizes best practices through collaborative partnerships by utilizing specialized law enforcement investigators when available, to participate on a Multidisciplinary Team for response to adult sexual assault cases. This includes case review, case updates, information sharing and periodic planning meetings.
- Members of the SART will participate in 8 hours of continued education credits every 2 years as outlined in the Navajo County Sexual Assault Response Team Protocol.

- SART members are required to review and sign a confidentiality agreement attached as Confidentiality Pledge, assuring the following: 1. Rights of victim privacy and confidentiality will always be respected and preserved. 2. SART members agree that all information relating to a case can be shared only with professionals directly involved in the investigation and treatment of such case. This includes all identifying case information, as well as written recommendations, which may be sent to them following a case consultation. 3. SART members will not remove any written information from a case consultation and all such written information will be returned to the Navajo County Family Advocacy Center staff or the appropriate agency after a case consultation. Pursuant to A.R.S. § 8-807, all information and records disclosed by DCS to any other MOU participant shall remain confidential and may not be disseminated or discussed outside meetings or investigations

**Whereas, this constitutes the understanding between all SART members**

#### **TERM AND TERMINATION**

The term of this Agreement shall be for a period of ten years effective on the date of last signature unless terminated earlier in accordance with the provisions of this Agreement. This agreement is subject to early termination by any party for any reason upon 30 days written notice.

#### **WRITTEN AGREEMENT**

This Agreement may be amended in writing by an Amendment signed by all parties.

#### **INDEMNIFICATION**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other parties (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

#### **NON-AVAILABILITY OF FUNDS**

Every payment obligation under this Agreement is conditioned upon the availability of funds appropriated or allocated by the Parties for such payments. If funds are not allotted and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**AUDIT OF RECORDS**

In accordance with the transparency requirements of A.R.S. §§ 11-952 and 39-121, all records shall be subject to inspection and audit by either party at reasonable times. Upon request, each party shall produce the original of any or all such records.

**CONFLICT OF INTEREST**

The requirements of A.R.S. § 38-511 apply to this Agreement. Any party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either party is, at any time while this Agreement or any extension is in effect, an employee or agent of the other party with respect to the subject matter of this Agreement.

**NON-DISCRIMINATION**

All parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, as well as 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 on the basis of race, creed, color, religion, sex, national origin, or disability.

**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 except as may be required by other applicable statutes.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.**

_____ Alice's Place	_____ Date
_____ Arizona Complete Health	_____ Date
_____ Arizona Department of Child Safety	_____ Date
_____ ChangePoint Integrated Health	_____ Date

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Flagstaff Initiative Against Trafficking

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Date

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Holbrook Police Department

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Date

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Little Colorado Medical Center

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Date

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Navajo County Attorney's Office

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Date

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Navajo County Family Advocacy Center

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Date

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Navajo County Sheriff's Department

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Pinetop/Lakeside Police Department

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White Mountain Safehouse

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Winslow Police Department

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Date