

**TOWN OF PINETOP-LAKESIDE**

**RESOLUTION NO. 26-1799**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH NAVAJO COUNTY AND OTHER PARTICIPATING MUNICIPALITIES FOR COURT COLLECTION AND CRIMINAL JUSTICE SERVICES.**

**WHEREAS**, Arizona Revised statutes §§11-951 and 11-952 authorize public agencies to enter into intergovernmental agreements for joint or cooperative action: and

**WHEREAS**, Navajo County provides court collection services for municipal Magistrate Courts and criminal justice services through the County Attorney and Public defender for certain misdemeanor cases filed in Justice Court; and

**WHEREAS**, the Town of Pinetop-Lakeside desires to continue participating in an intergovernmental agreement to ensure efficient and effective delivery of these services; and

**WHEREAS**, the Intergovernmental Agreement establishes a one-year term and an annual fee of \$16,570.00 for FY2025-2026 for the Town of Pinetop-Lakeside.

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

1. The Town Council hereby approves the Intergovernmental Agreement for Court Collection and Criminal Justice Services with Navajo County and the Participating municipalities.
2. The Mayor is authorized and directed to execute the Intergovernmental Agreement and such other documents as may be necessary to implement the Intergovernmental Agreement on behalf of the Town.
3. This Resolution shall become effective immediately upon adoption.

**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 5<sup>th</sup> day of February, 2026.



**TOWN OF PINETOP-LAKESIDE**

Stephanie Irwin  
Stephanie Irwin  
Mayor

**ATTEST:**

Mackenzie Valichnac  
Mackenzie Valichnac, CMC  
Interim Town Clerk

**APPROVED AS TO FORM:**

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

## **INTERGOVERNMENTAL AGREEMENT FOR COURT COLLECTION AND CRIMINAL JUSTICE SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT** (“IGA”) is made as of November 18, 2025 (the “Effective Date”) by and between NAVAJO COUNTY, a political subdivision of the State of Arizona (the “County”), and the incorporated Arizona Municipalities of HOLBROOK, PINETOP-LAKESIDE, SHOW LOW, SNOWFLAKE, TAYLOR, AND WINSLOW (individually the “Municipality” and collectively the “Municipalities”).

**WHEREAS**, the County operates the Holbrook, Pinetop-Lakeside, Show Low, Snowflake-Taylor, and Winslow Justice Courts in the respective Municipalities; and

**WHEREAS**, the Municipalities operate their own municipal Magistrate Courts; and

**WHEREAS**, both types of courts process cases involving matters originating within the corporate limits of the respective Municipality; and

**WHEREAS**, the court collection duties of the Justice Court and the Magistrate Court are similar in most respects; and

**WHEREAS**, A.R.S. §§ 11-951 and 11-952 authorize public agencies such as the County and the Municipalities to enter into intergovernmental agreements for joint or cooperative action; and

**WHEREAS**, A.R.S. § 11-952(L) specifically provides that public agencies may enter into intergovernmental agreements with the Superior Court, Justice Courts, and Magistrate Courts concerning related services and facilities for a term not to exceed ten years, with the approval of any such agreement by the Presiding Judge of the Superior Court in the county in which the court or courts providing the services or facilities are located; and

**WHEREAS**, each Municipality has requested that the County Court Collection Staff perform collection services for its Magistrate Court, and the County is willing to provide such services upon the terms set forth herein; and

**WHEREAS**, each Municipality has likewise requested that the County, through its County Attorney and Public Defender, provide criminal prosecution and defense services in criminal misdemeanor cases filed by the Municipality’s police officers in the Justice Court, and the County is willing to provide such services upon the terms set forth herein.

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. PURPOSE:**

- A.** The purpose of this IGA is to achieve greater efficiency in the operation of the Magistrate and Justice Courts by having the County Court Collection staff perform collection services for the Magistrate Courts.

- B. The further purpose of this IGA is to continue the practice of having Municipal police officers and other law enforcement officers file criminal misdemeanor cases, other than municipal code violations, in the appropriate Justice Court for prosecution by the County Attorney and defense by the Public Defender, and to provide for compensation from each Municipality to the County to help defray the costs associated with these criminal justice services.
2. **TERM / EFFECTIVE DATE:** The term of this IGA shall be one year from and after the Effective Date, unless terminated in accordance with paragraph 5 below.
3. **RESPONSIBILITIES OF THE COUNTY:**
- A. The County Court Collection staff will provide appropriate collection services for civil and criminal fines, restitution, and other monetary amounts ordered by each Municipality's Magistrate Court.
  - B. The County Court Collection staff will devote the same care and attention to Magistrate Court cases as to Justice Court cases. The County does not warrant that the services provided hereunder will be error-free, and the County shall have no liability to a Municipality in connection with collection services except in instances of gross negligence or willful misconduct. The County shall indemnify, defend, and hold harmless each municipality and its officials, officers, agents, and employees from and against any and all claims, actions, expenses, losses, or liabilities arising out of the County's gross negligence or willful misconduct in relation to collection services.
  - C. The County Attorney shall prosecute all criminal misdemeanor violations of state law filed in the Justice Courts by Municipal police officers and other law enforcement officers. The Public Defender shall provide defense services as appointed to do so. Title 28 civil traffic cases, as well as all cases arising out of municipal code violations, shall be filed in the appropriate Magistrate Court unless otherwise agreed by the parties through their prosecuting attorneys. The County shall bear the burden and expense of providing all prosecution, defense, and support services required under this paragraph, subject to payment of an annual fee by each Municipality as set forth in paragraph 4 below.
4. **RESPONSIBILITIES OF EACH MUNICIPALITY:**
- A. **Court Collection and Criminal Justice Service Fee:** As compensation in full to the County for all services to be provided hereunder, each Municipality shall pay an annual Court Collection and Criminal Justice Services Fee (the "Fee") as follows:

<b>Municipality</b>	<b>Annual Fee (FY 2025-2026)</b>
Holbrook	\$56,217.00
Pinetop-Lakeside	\$16,570.00
Show Low	\$40,463.00
Snowflake	\$9,455.00
Taylor	\$9,455.00
Winslow	\$64,705.00

(1) These fees shall remain unchanged for the term of this Agreement. The parties acknowledge that this Fee structure is intended as an interim measure for this one-year term, and future agreements may adopt a different methodology of calculating the Fee.

- B. Each Municipality shall provide, at no cost to the County, timely and complete information and materials in relation to Magistrate Court cases as may reasonably be required for the County Court Collection staff to provide services hereunder.
- C. Each Municipality shall indemnify, defend, and hold harmless the County and its officials, officers, agents, and employees from and against any and all claims, actions, expenses, losses, or liabilities arising out of collection services provided by the County, except for matters within the scope of the County's indemnity to the Municipality as set forth in paragraph 3. B.

5. **WITHDRAWAL / TERMINATION:**

A. Any Municipality may withdraw from this IGA, effective as of the next anniversary of the Effective Date, by giving written notice to the County Manager no later than 120 days before the next anniversary of the effective date; any such withdrawal shall not have the effect of terminating this IGA so long as one or more other Municipalities remain as parties. The County may terminate this IGA, effective as of the next anniversary of the Effective Date, by giving written notice to the respective City or Town Managers of the Municipalities no later than 120 days before the next anniversary of the Effective Date. In the event of a withdrawal or termination, the parties shall cooperate to ensure a smooth transition so that the operations of their respective courts are not disrupted.

6. **AUTHORITY:** Each party warrants and represents that the official executing this IGA on its behalf has been authorized to do so by duly adopted resolution of its governing board or council and that this IGA has been reviewed by its legal counsel and determined to be in the proper form and within the scope of its authority.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have executed this IGA as of the Effective Date.



**TOWN OF PINETOP-LAKESIDE**

By Stephannie Lanni  
Mayor

**Attest:**

Mackenzie Valcher  
Town Clerk

**Approved as to form and Authority:**

William J. Sims  
Attorney

**CITY OF SHOW LOW**

By \_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to form and Authority:**

\_\_\_\_\_  
Attorney

**TOWN OF SNOWFLAKE**

By \_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
Town Clerk

**Approved as to form and Authority:**

\_\_\_\_\_  
Attorney

**TOWN OF TAYLOR**

By \_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
Town Clerk

**Approved as to form and Authority:**

\_\_\_\_\_  
Attorney

**CITY OF WINSLOW**

By \_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to form and Authority:**

\_\_\_\_\_  
Attorney

**APPROVED FOR THE NAVAJO  
COUNTY SUPERIOR COURT:**

\_\_\_\_\_  
Presiding Judge