

## TOWN OF PINETOP-LAKESIDE

### RESOLUTION NO. 19-1517

#### A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, ADOPTING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (IGA) WITH NAVAJO COUNTY FOR COURT COLLECTION AND CRIMINAL JUSTICE SERVICES.

**WHEREAS**, the Town and the County previously entered into an Intergovernmental Agreement (IGA) for Court Collection and Criminal Justice Services on July 1, 2011 for Court Collections and Criminal Justice Services for Criminal Misdemeanors; and

**WHEREAS**, the Town and County desire to extend the term of the intergovernmental Agreement for Court Collection and Criminal Justice Services for an additional one (1) year term.

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

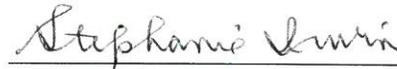
1. Section 2: TERM / EFFECTIVE DATE is amended as follows:  
The term of this IGA shall be for one year effective July 1, 2019.
2. Section 4: RESPONSIBILITIES OF EACH MUNICIPALITY is hereby amended by adding Section 4(A)(4)(d), which shall provide as follows:
  - d. The Municipality's Fee shall include an annual assessment of \$5,430 to account for expenses related to prosecution services including, but not limited to: case management software, IT equipment, software, supplies, printing and postage. This assessment is due on or before August 1, 2019.
3. Section 5: WITHDRAWAL/TERMINATION is amended by adding subsections (A) and (B) as set forth below:
  - A) The Navajo County Attorney's Office has the right to withdraw from the agreement's provision that it provide prosecution services for any criminal case arising within the municipal limits upon giving the municipality sixty (60) days prior notice. Upon termination of the Navajo County Attorney's Office obligation to prosecute under this Agreement, the municipality will be responsible for prosecuting all criminal cases that occur within their municipal boundaries. Upon termination of the Navajo County Attorney's Office obligation to prosecute criminal cases occurring within the jurisdiction of the municipal court, Navajo County shall pay to the municipality a prorated refund of the municipality's payment to Navajo County for prosecution services. In the event of termination of prosecution services, the Navajo County Attorney's Office shall cooperate with the municipal prosecutor to ensure a smooth transition of cases.

B) The Navajo County Public Defender or Legal Defender has the right to withdraw from the Agreement's provision that it provide prosecution services for any criminal case arising within the municipal limits upon giving the municipality sixty (60) days prior notice. Upon termination of the Public Defender or Legal Defender's obligation to provide defense services under this Agreement, the municipality will be responsible for providing defense services in all criminal cases that occur within their municipal boundaries. Upon termination of the Navajo County Public Defender or Legal Defender's obligation to prosecute criminal cases occurring within the jurisdiction of the municipal court, Navajo County shall pay to the municipality a pro-rated refund of the municipality's payment to Navajo County for defense services. In the event of termination of defense services, the Navajo County Public Defender or Legal Defender shall cooperate with the municipal defense to ensure a smooth transition of cases.

All other provisions of the IGA shall remain as agreed upon on July 1, 2011, unless expressly revised or addressed hereinafter. Any inconsistencies between this Amendment and the IGA shall be controlled by the provision of this Amendment.

**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 30<sup>th</sup> day of July 2019.

**TOWN OF PINETOP-LAKESIDE**



Stephanie Irwin  
Mayor

**ATTEST:**



Remilie S. Miller, MMC  
Town Clerk



**APPROVED AS TO FORM:**



William J. Sims, III  
Town Attorney