



TOWN OF EAGAR
SPECIAL TOWN COUNCIL MEETING
Wednesday, September 3, 2025 at 6:00 pm
COUNCIL CHAMBER, 22 WEST 2ND STREET

AGENDA

PURSUANT TO A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE TOWN COUNCIL OF THE TOWN OF EAGAR AND THE GENERAL PUBLIC THAT THE TOWN COUNCIL WILL HOLD A **SPECIAL MEETING OPEN TO THE PUBLIC ON Wednesday, September 3, 2025, BEGINNING AT 6:00 pm**, IN THE COUNCIL CHAMBERS LOCATED AT 22 W, 2ND STREET, EAGAR, ARIZONA.

1. WELCOME AND CALL MEETING TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. INVOCATION

5. NEW BUSINESS

******A. DISCUSSION AND POSSIBLE ACTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF EAGAR AND THE DEPARTMENT OF PUBLIC SAFETY FOR AN INTERIM POLICE CHIEF (BRANNON EAGAR)**

6. SIGNING OF DOCUMENTS

ADJOURNMENT

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ARIZONA DEPARTMENT OF PUBLIC SAFETY AND
TOWN OF SPRINGVILLE AND TOWN OF EAGAR**

Whereas the Arizona Department of Public Safety (“Department”) and the Town of Springerville and the Town of Eagar (collectively “Towns”) in consideration of the covenants hereinafter, agree as follows:

I. PURPOSE

The purpose of the Agreement is to provide, and the Department hereby agrees to provide, a commissioned employee from the Department to serve as the interim chief law enforcement officer for the Round Valley Police Department, a joint law enforcement department serving the Towns under the Shared Services Intergovernmental Agreement between the Towns dated January 24, 2023 (“SSIGA”).

II. AUTHORITY

The Department is specifically authorized to enter into this Agreement pursuant to A.R.S. §41-1713 and the Town of Springerville and the Town of Eagar, respectively, are specifically authorized to enter into this Agreement by its governing authority. A copy of its authorization is attached hereto and incorporated herein. All parties are authorized to enter into this Agreement by A.R.S. §11-951 et. seq. which provides for intergovernmental agreements and contracts between public agencies.

III. PARTICIPATION

The Department agrees to assign a department Captain (hereinafter "interim chief") on a full-time basis as the chief of police for the Round Valley Police Department. The interim chief shall perform the duties of the interim chief in accordance with Department policy, Town Code, and federal and state laws. The interim chief shall report to the Town Manager of the Town of Springerville, or in the absence of the Town Manager, the Mayor of Springerville.

The interim chief shall be subject to oversight by the Department in order for the Department to provide resources to the Towns while this agreement is in effect. During the period of assignment, the Department and the Towns agree that the interim chief shall continue as a Department employee and will maintain all benefits, rights, and privileges available to the said employee as if he was assigned on a full-time basis to the Department during this period. The interim chief must abide by all the applicable rules and regulations of the Department and is subject to its disciplinary process.

IV. FUNDING

The Department agrees to pay the interim chief’s salary and associated employee-related expenses for the first 12 weeks of the assignment. The Town of Springerville, in conjunction with the SSIGA cost percentages for the contribution by the Town of Eagar, agrees to pay the

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interim chief's salary and associated employee-related expenses, beginning the first day of the 13th week of assignment, and continuing for the duration of the assignment. The estimated bi-weekly salary, including employee-related expenses, is approximately \$9,093.00. The Town will only be invoiced for actual costs incurred by the Department.

During the term of the Agreement, The Town of Springerville, in conjunction with the SSIGA cost percentages for the contribution by the Town of Eagar, agrees to reimburse the Department for authorized travel-related expenses as may be incurred, including meals/incidentals and lodging, at a rate not to exceed the State's allowable reimbursement rate. The Town may elect to provide suitable long-term lodging accommodations and make direct payment. The Town of Springerville agrees to furnish a vehicle for 24-hour work-related use by the interim chief and pay all associated vehicle expenses, in conjunction with the SSIGA cost percentages for the contribution by the Town of Eagar.

The Department shall invoice the Town of Springerville every 4 weeks for payroll and other costs outlined by this agreement. The Town of Springerville shall make payment within 30 days of the invoice. In accordance with A.R.S. § 35-154, the Department may immediately terminate this agreement upon any lapse of necessary funding.

V. DURATION

This Agreement shall become effective from and after such time as it has been executed by the official representatives of the parties. This Agreement shall expire six months from the initial effective date unless it is renewed by the parties in writing.

VI. CANCELLATION AND TERMINATION

All parties are hereby put on notice that this contract is subject to cancellation by the Governor or either Town for conflicts of interest pursuant to A.R.S. §38-511.

Each party may cancel this Agreement at any time with thirty (30) days' written notice to the other parties.

VII. PROCEDURES

The interim chief may promulgate written operational policies and procedures deemed necessary for the operation of the Round Valley Police Department for the duration of this Agreement, provided that such is acceptable to the Towns as the Towns may be affected. Such written operational policies and procedures may detail the duties and responsibilities of law enforcement operations and shall be effective upon signing.

VIII. IMPLEMENTATION

This Agreement shall take effect on the day it is signed by all parties.

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IX. LIABILITY

To the fullest extent permitted by law, Towns shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney’s fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Towns or any of its officers, agents, employees, or contractors. Further, it is agreed that the Towns shall be entirely responsible and liable for Claims arising out of the performance of the interim chief.

X. APPLICABLE LAW

The laws of the state of Arizona will apply to this Agreement. In the event of a dispute, litigation will be maintained in an Arizona court. The parties agree to use arbitration to the extent required by A.R.S. §12-1518.

XI. RECORDS RETENTION

The parties agree to comply with records retention requirements of A.R.S. §35-214 whenever applicable.

XII. NON-DISCRIMINATION

The parties agree to comply with the non-discrimination requirements of A.R.S. §41-1461 et. seq. The parties shall comply with Executive Order 2023-01, which mandates that all persons, regardless of race, color, religion, 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.

XIII. PROPERTY

Upon termination of the Agreement, title to any property provided to the Department, or the Town remains with the respective entity providing said property.

XIV. NOTICE

Any notice required to be given under this Agreement will be provided by mail to:

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Colonel Jeffrey Glover, Director
Arizona Department of Public Safety
P.O. Box 6638
Phoenix, Arizona 85005-6638

Town Manager
Town of Springerville
418 E. Main Street
Springerville, AZ 85938

Brannon Eagar, Town Manager
Town of Eagar
P.O. Box 1300
Eagar, AZ 85925

VIII. MISCELLANEOUS PROVISIONS

This agreement shall be subject to available funding, and nothing in this agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined in this agreement.

In accordance with A.R.S. § 41-440 I, the Towns warrant compliance with all Federal immigration laws and regulations relating to employees and warrant their compliance with Section A.R.S. § 23- 214. Subsection A.

The parties agree to the terms of this Agreement by their signatures below.

FOR THE ARIZONA DEPARTMENT OF PUBLIC SAFETY

Jeffrey Glover,
Colonel Director

APPROVED AS TO FORM
Assistant Attorney General

Date

Date

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FOR THE TOWN OF SPRINGERVILLE

Shelly Reidhead
Mayor

APPROVED AS TO FORM
Magnum Wall Stoops & Warden, PLLC
Town of Springerville Attorney

Date

Date

FOR THE TOWN OF EAGAR

Guy Phelps
Mayor

APPROVED AS TO FORM
Town of Eagar Attorney

Date

Date

[APPROVAL FROM GOVERNING AUTHORITY NEEDS TO BE ATTACHED TO COMPLY WITH A.R.S.§ 11-951]