

**INTERIM INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE TOWN OF EAGAR  
AND  
THE TOWN OF SPRINGERVILLE**

**THIS INTERIM INTERGOVERNMENTAL AGREEMENT (“Agreement”)** made and entered into this \_\_\_\_\_ day of March, 2024, by and between the Town of Eagar, duly organized and existing under the laws of the State of Arizona (hereinafter called “Eagar”) and the Town of Springerville, duly organized and existing under the laws of the State of Arizona (hereinafter called “Springerville”), both being municipal corporations of the State of Arizona. Eagar and Springerville may be jointly referred to as the “Parties” or individually as a “Party”.

**TO WIT:**

**WHEREAS**, the Parties have entered into a Intergovernmental Agreement dated January 24, 2023, for shared services regarding their respective police and fire departments (“Shared Services Agreement”); and

**WHEREAS**, the Parties are in the process of adopting an addendum to the Shared Services Agreement to cover animal control services; and

**WHEREAS**, in the interim, the Parties desire to have animal control services be conducted pursuant to the terms of the Shared Services Agreement as a joint exercise of authority by the Parties as authorized under Arizona law; and

**WHEREAS**, in the interim, Eagar and Springerville each desire to have all animal control services be conducted by the Round Valley Police Department and enforced pursuant to Springerville’s existing Animal Control ordinances.

**NOW, THEREFORE**, the Parties hereby stipulate, covenant and agree as follows:

**1. EFFECTIVE DATE.** This Agreement shall be effective on the \_\_\_\_ day of \_\_\_\_\_, 2024.

**2. PURPOSE.** The purpose of this Agreement is to adopt an interim agreement for Animal Control Services.

**3. ANIMAL CONTROL.** The Parties agree that all Animal Control services shall be conducted pursuant to the Shared Services Agreement on an interim basis. The Parties agree that all Animal Control services shall be conducted by the Round Valley Police Department including providing authority to act within the jurisdictional boundaries of both Eagar and Springerville..

**4. AUTHORITY AND ENFORCEMENT.** The Parties agree that the enforcement of Animal Control violations shall be pursuant to Springerville's existing Animal Control ordinances including within the jurisdictional boundaries of Eagar.

**5. DURATION.** This Agreement shall remain in full force and effect from the date of execution until either Party withdraws from the Agreement. Either Party can withdraw from this Agreement provided they give a ninety (90) day written notice.

**6. PROBLEM SOLVING.** If there are any problems with the Animal Control services or any communication that is needed on an emergency basis, both Parties agree that the Town Manager of each Party shall be the person to be notified in the event of any problems. Both Parties agree that they will cooperate and use best efforts to assist each other in emergency situations.

**7. COOPERATION.** The Parties agree that they will cooperate and take all reasonable measures to ensure the enforcement of this Agreement;

**8. ATTORNEY'S FEES AND COSTS OF SUIT.** The Parties stipulate and agree that in the event it becomes necessary for either of them to file suit against the other in a Court of competent jurisdiction for the purpose of enforcing any of the terms of this agreement, the Party prevailing in such litigation or other disputed resolution shall be entitled to collect all Court costs, arbitration costs, mediation costs, and reasonable attorney's fees incurred therein from the Party prevailed against.

**9. ASSIGNMENT.** Each Party shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, or encumber this agreement or any interest therein. A consent to one assignment, subletting, or use by any other entity or person shall not be deemed to be a consent to any subsequent assignment, subletting, or use by another entity or person. Consent to any such assignment or subletting shall in no way relieve either Party of any liability under this Agreement. Any such assignment or subletting without such consent shall be void and shall, at the option of either Party, constitute default under the terms of this Agreement.

**10. SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

**11. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by both Parties.

**[SIGNATURES ON FOLLOWING PAGES]**

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**TOWN OF EAGAR**

**TOWN OF SPRINGERVILLE**

By: \_\_\_\_\_  
Steve Erhart  
Mayor, Town of Eagar

By: \_\_\_\_\_  
Shelley Reidhead  
Mayor, Town of Springerville

Attest:

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Clerk

STATE OF ARIZONA        )  
                                      )ss  
County of Apache         )

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by STEVE ERHART, Mayor of Eagar.

\_\_\_\_\_  
Notary Public

STATE OF ARIZONA        )  
                                      )ss  
County of Apache         )

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by SHELLEY REIDHEAD, Mayor of Springerville.

\_\_\_\_\_  
Notary Public

**ATTORNEY CERTIFICATION**

The undersigned, as attorney for the Town of Eagar, has reviewed the foregoing agreement and finds it to be in proper form and within the powers of the Town to execute the same.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

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BRETT RIGG, ESQ.  
THE RIGG LAW FIRM, P.L.L.C.

**ATTORNEY CERTIFICATION**

The undersigned, as attorney for the Town of Springerville, has reviewed the foregoing agreement and finds it to be in proper form and within the powers of the Town to execute the same.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

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MANGUM, WALL, STOOPS & WARDEN, PLLC