

JOE SHIRLEY, JR.
VICE CHAIRMAN
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

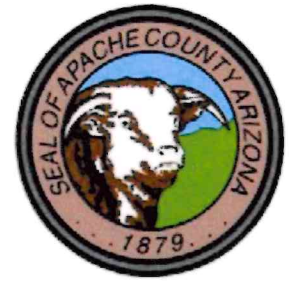
ALTON JOE SHEPHERD
SUPERVISOR
DISTRICT II
P.O. Box 994, Ganado, AZ 86505

NELSON DAVIS
CHAIRMAN
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

P.O. BOX 428
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503
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RYAN N. PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 85936

**NOTICE OF A PUBLIC MEETING AND AGENDA
OF THE APACHE COUNTY BOARD OF SUPERVISORS**

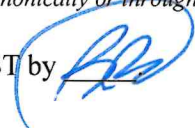
June 5, 2025

**Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
9:00 a.m. MST**

Pursuant to A.R.S. §38-431.02(H), the public will have physical access to the meeting room thirty (30) minutes prior to the start of the meeting.

1. Engineering Department: Request approval of an Intergovernmental Agreement between Apache County and the Town of Eagar for a chip seal roadway project.

Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-337-4402 so that accommodation can be arranged. Members of the Board of Supervisors may participate telephonically or through video communication.

Posted this 3rd day of June 2025 at 2:00 p.m. MST by 



Ryan N. Patterson
Clerk of the Board

**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Engineering Department

Date/Signature: _____

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of an Intergovernmental Agreement between Apache County and the Town of Eagar for a chip seal roadway project.

BOS Meeting Date Requested 6/5/2025

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda. Board Clerk's Initials _____

INTERGOVERNMENTAL AGREEMENT
**BETWEEN
THE TOWN OF EAGAR
AND
APACHE COUNTY**

THIS INTERIM INTERGOVERNMENTAL AGREEMENT (“Agreement”) made and entered into this _____ day of June, 2025, by and between the Town of Eagar, duly organized and existing under the laws of the State of Arizona (hereinafter called “Eagar”) and Apache County, duly organized and existing under the laws of the State of Arizona (hereinafter called “County”), both being political subdivisions of the State of Arizona. Eagar and Apache County may be jointly referred to as the “Parties” or individually as a “Party”.

AGREEMENT:

1. PURPOSE

The purpose of this Agreement is to outline the cooperative effort between the Town of Eagar and Apache County for the purpose of chip sealing roadways in each jurisdiction through mutual assistance and equipment sharing.

2. TERM

This Agreement shall become effective upon execution by both Parties and shall remain in effect through the completion of the projects specified herein, unless terminated earlier in accordance with Section 9.

3. RESPONSIBILITIES OF THE TOWN OF EAGAR

The Town of Eagar agrees to:

- a. Provide two (2) dump trucks and two (2) personnel to assist Apache County with chip seal operations in the Concho / Stanford Area.
- b. Begin work on June 2, 2025, for a total of fourteen (14) working days.
- c. Ensure its personnel comply with applicable safety and operational protocols while on site.

4. RESPONSIBILITIES OF APACHE COUNTY

Apache County agrees to:

- a. Provide the Town of Eagar with assistance in its chip seal project during August 2025.
- b. Supply one (1) chip spreader, two (2) dump trucks, and qualified operators for a total of seven (7) working days.
- c. Coordinate scheduling with the Town of Eagar for efficient execution of the August project.

5. RESPONSIBILITIES OF THE TOWN OF EAGAR FOR AUGUST PROJECT

For the August 2025 chip seal project, Eagar shall provide:

- a. All chip seal oil and rock (materials).
- b. All required traffic control and signage in accordance with applicable safety regulations.

6. COST SHARING AND COMPENSATION

The Parties agree that this Agreement constitutes an equal exchange of services and equipment. No monetary compensation shall be exchanged between the Parties unless otherwise agreed in writing.

7. INSURANCE AND LIABILITY

Each Party agrees to maintain insurance coverage or self-insurance adequate to cover its liabilities pursuant to this Agreement and applicable law. To the extent permitted by law, each Party shall be responsible for its own acts and omissions, and the acts and omissions of its officers, employees, and agents.

8. EMPLOYEE STATUS

All personnel provided under this Agreement shall remain employees of their respective jurisdictions and shall not be considered employees of the other Party for any purpose.

9. TERMINATION

This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party. In the event of termination, each Party shall be responsible for its own costs incurred up to the date of termination.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written understandings related to this subject matter.

12. AMENDMENTS

Any amendments to this Agreement must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below:

[SIGNATURES ON FOLLOWING PAGES]

EXECUTED this ____ day of _____, 2025.

TOWN OF EAGAR

APACHE COUNTY

By: _____
Guy Phelps
Mayor, Town of Eagar

By: _____
Nelson Davis
Chairman of the Board

Attest:

Attest:

Clerk

Clerk

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 _____, 2025.

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

ATTORNEY CERTIFICATION

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

Executed this ____ day of _____, 2025.

Jasmine Blackwater-Nygren, Apache County Attorney