

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF APACHE JUNCTION AND PINAL COUNTY FOR
HOUSEHOLD HAZARDOUS WASTE PICKUP PROGRAM PARTICIPATION**

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2019, ("the Execution Date") by and between the CITY OF APACHE JUNCTION, ARIZONA, an Arizona municipal corporation ("City"), and PINAL COUNTY, a political subdivision of the State of Arizona, ("County"), sometimes collectively referred to as the "Parties" or individually as the "Party".

RECITALS

A. On February 7, 2017, the Parties entered into an Agreement for a household hazardous waste event (the "Agreement") under which County reimbursed City for costs attributable to County resident participation in a maximum amount of \$10,000 in accordance with the terms and conditions set forth in the Agreement.

B. City and County desire to hold household hazardous waste events within the City of Apache Junction two (2) times a year.

C. County is willing to reimburse the City for costs attributable to County resident participation in a maximum amount of \$20,000 (\$10,000 per event).

AGREEMENT

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to amend the February 7, 2017, Agreement as follows:

Section 4. The County shall reimburse the City for costs attributable to County resident participation in a maximum amount of \$20,000. City shall forward to County within thirty (30) calendar days an invoice for repayment with reasonable documentation of county resident participation. County shall pay City the associated costs within thirty (30) calendar days from receipt of the invoice. Should there be a dispute as to the amount due, the Parties shall retain an independent third party within five (5) days from the first date there is a disagreement as to the amount to review the bills for an opinion on the appropriate amount. The Parties shall pay the independent third party his or her fees split 50/50 between the Parties within ten (10) calendar days after the opinion is sent to the Parties.

Except as expressly amended herein, all other terms and provisions of the Agreement executed by the Parties on or about February 7, 2019, shall remain in full force and effect until the Agreement is terminated.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives as of the day and year first above written.

COUNTY:

**PINAL COUNTY, a political
subdivision of the State of Arizona**



By: Mike Goodman

Its: Chairman

CITY:

**CITY OF APACHE JUNCTION,
ARIZONA, an Arizona municipal
corporation**

By: Jeff Serdy

Its: Mayor

ATTEST:



**Natasha Kennedy
Pinal County Clerk of the Board**


ATTEST:

**Kathleen Connelly
City Clerk**

APPROVAL AS TO FORM

Pursuant to A.R.S. § 11-952 (D), the undersigned attorneys have reviewed the Intergovernmental Agreement between Pinal County and the City of Apache Junction and have determined that it is in proper form and within the powers and authority granted to the Parties under the laws of Arizona.

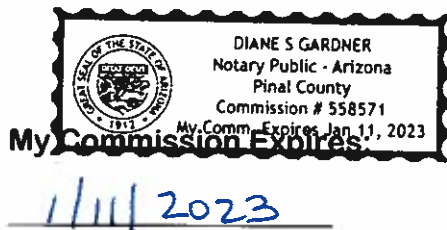
R. Joel Stern
Apache Junction City Attorney




Deputy County Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this 4th day of September, 2019, by Mike Goodman as Chairman of the Board of Supervisors of Pinal County Arizona, a political subdivision.




Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this ____ day of _____, 2019, by Jeff Serdy, as Mayor of the City of Apache Junction, Arizona, an Arizona municipal corporation.

My Commission Expires:

Notary Public