

RESOLUTION NO. 19-28

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, AUTHORIZING THE CITY OF APACHE JUNCTION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE PICKUP PROGRAM PARTICIPATION WITH PINAL COUNTY.

WHEREAS, on February 7, 2017, the mayor and city council passed Resolution 17-01 entering into an intergovernmental agreement with Pinal County for one annual household hazardous waste event; and

WHEREAS, City intends to conduct two separate household hazardous waste events each year during the spring and fall, with such efforts that include procurement of all vendors, advertising, program and volunteer management; and

WHEREAS, City will open the events to residents of Pinal County living within the boundaries set forth in Attachment A as Pinal County desires to partner in this program and will contribute \$10,000 per event for a total of \$20,000 each year; and

WHEREAS, pursuant to A.R.S. § 11-952(A), public entities may enter into intergovernmental agreements with other municipalities and governmental entities for joint or cooperative activities; and

WHEREAS, the City and Pinal County have crafted the attached intergovernmental agreement which formalizes the arrangement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION ARIZONA, AS FOLLOWS:

- 1) The mayor and city council approve the form of the intergovernmental agreement for household hazardous waste pickup program participation as set forth in Attachment B; and the mayor is hereby authorized to sign the agreement on behalf of the City.
- 2) The city manager and/or his designee is authorized and directed to take all steps necessary to carry out the purpose and intent of this resolution and to fulfill all the duties required under the agreement.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF  
APACHE JUNCTION, ARIZONA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

SIGNED AND ATTESTED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
JEFF SERDY  
Mayor

ATTEST:

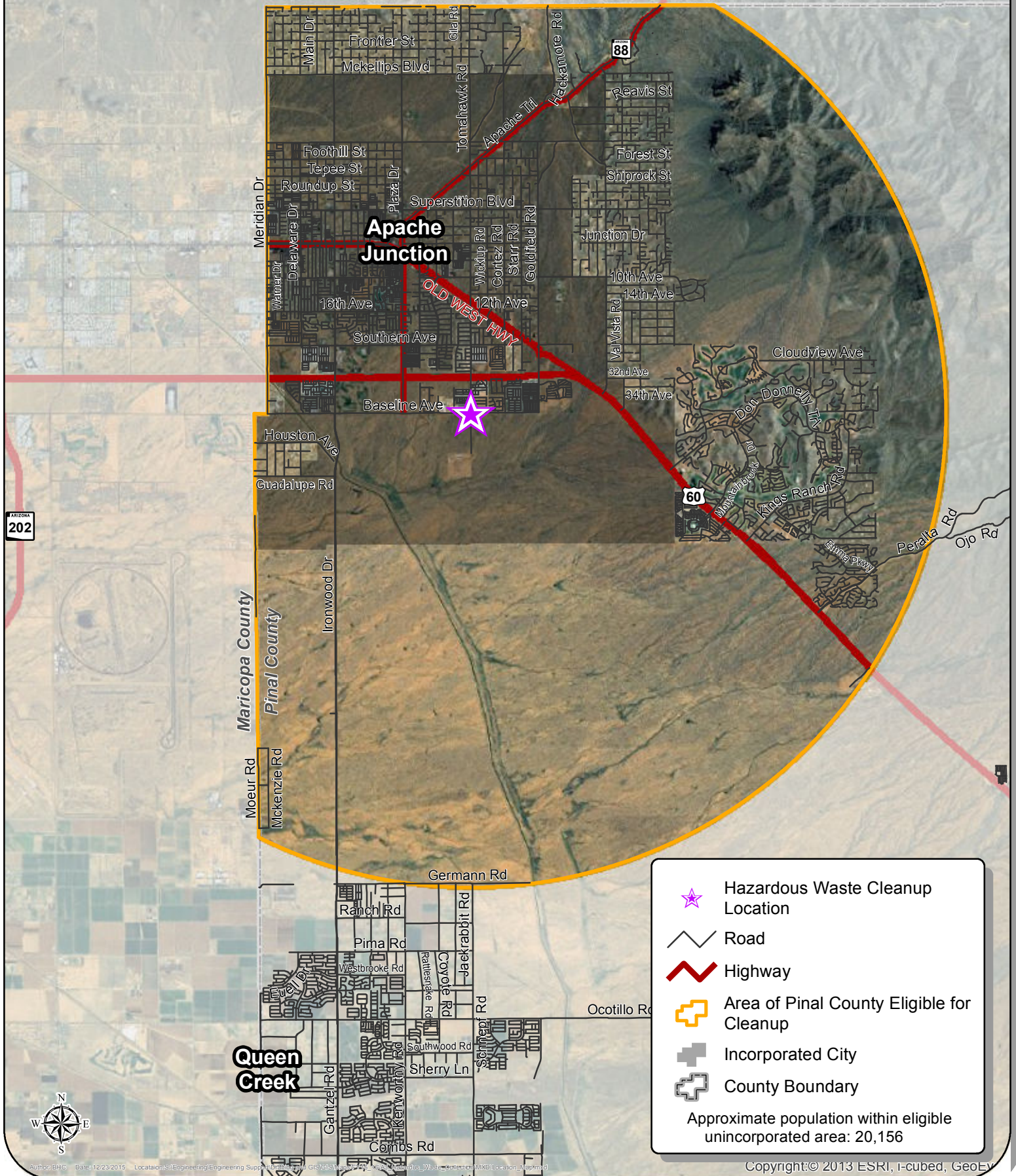
\_\_\_\_\_  
JENNIFER PENA  
Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
RICHARD J. STERN  
City Attorney

## ATTACHMENT A

# Hazardous Waste Cleanup for the Apache Junction Area



Hazardous Waste Cleanup Location



Road



Highway



Area of Pinal County Eligible for Cleanup



Incorporated City



County Boundary

Approximate population within eligible unincorporated area: 20,156



## ATTACHMENT B

**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**

**ATTEST:**

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

**CITY:**

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

\_\_\_\_\_  
By: **Jeff Serdy**  
Its: **Mayor**

**ATTEST:**

\_\_\_\_\_  
**Jennifer Peña**  
**Deputy 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**

---

**Kent Volkmer**  
**Pinal County Attorney**



STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PINAL     )

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

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

My Commission Expires:

\_\_\_\_\_

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.

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

My Commission Expires:

\_\_\_\_\_