

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 City of Apache Junction ("City") mayor and council passed Resolution 17-01 entering into an intergovernmental agreement with Pinal County ("County") for one annual household hazardous waste event; and

WHEREAS, after having a very successful turnout from residents, 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 up the events to County residents as County desires to partner in this program and will contribute \$10,000 per each 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 governmental entities for joint or cooperative activities; and

WHEREAS, City and 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 council approve the form of the intergovernmental agreement for household hazardous waste pickup program participation as set forth in Attachment A; and the mayor is hereby authorized to sign the agreement on behalf of 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:

 10.7.19  
\_\_\_\_\_  
RICHARD J. STERN  
City Attorney

## ATTACHMENT A

**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.

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

**CITY:**

CITY OF APACHE JUNCTION,  
ARIZONA, an Arizona municipal  
corporation

By: Mike Goodman  
Its: Chairman

By: Jeff Serdy  
Its: Mayor

**ATTEST:**

**ATTEST:**

Natasha Kennedy  
Pinal County Clerk of the Board

Jennifer Peña  
Deputy City Clerk

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:

\_\_\_\_\_

**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.

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R. Joel Stern  
Apache Junction City Attorney

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Kent Volkmer  
Pinal County Attorney