

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN PINAL COUNTY AND THE CITY OF APACHE JUNCTION
DEFINING RESPONSIBILITY FOR ROAD MAINTENANCE OF SUPERSTITION
MOUNTAIN DRIVE, SOUTH MOUNTAIN VIEW ROAD AND SOUTHERN AVENUE**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“First Amendment”) dated this ____ day of _____, 2021, is made by and between PINAL COUNTY, a political subdivision of the State of Arizona (“Pinal County”) and CITY OF APACHE JUNCTION, an Arizona municipal corporation (“Apache Junction”), both collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

- A) Pinal County and Apache Junction are Parties to that certain Intergovernmental Agreement Defining Responsibility for Road Maintenance of Superstition Mountain Drive, South Mountain View Road and Southern Avenue dated February 28, 2018 (the “Agreement”).
- B) The Parties desire to amend the Agreement by including additional roadways as provided in this First Amendment.

AGREEMENT

Now therefore, the Parties agree as follows:

- 1. All provisions of the Agreement are hereby incorporated by this reference into this First Amendment. The provisions of the Agreement shall continue in full force and effect except as specifically amended by this First Amendment.
- 2. Section 1 of the Agreement shall be revised to read as follows:

For public safety and welfare of the public, the Parties hereto agree to maintain portions of paved and unpaved roadways known as:

- Exhibit A - Superstition Mountain Drive – US 60 to approximately 300’ north
- Exhibit B - Mountain View Road – US 60 to 32nd Avenue
- Exhibit C - Southern Avenue - Delaware Drive to Ironwood Drive
- Exhibit D - Southern Avenue - Mariposa Road to Tomahawk Road
Tomahawk Road – US 60 to approximately 615’ north
- Exhibit E – Starr Road – Southern Avenue to 28th Avenue
- Exhibit F – 36th Avenue – Desert View Drive to Ironwood Drive
- Exhibit G - Ironwood Drive – 28th Avenue to approximately 300’ south
- Exhibit H - Southern Avenue – Cortez Road to Starr Road
- Exhibit I - Cactus Road – Baseline Road to 36th Avenue
- Exhibit J – Baseline Road – Meridian Road to City Boundary

hereinafter called the “Project,” which is located within the jurisdictions of Pinal County and

Apache Junction.

3. Section 4 of the Agreement shall be revised to read as follows:

Pinal County agrees to provide regular and routine roadway maintenance on the portions of the roadways depicted in Exhibits A, B, D (Tomahawk Road) and J lying within Apache Junction jurisdiction. This includes:

- A. Superstition Mountain Drive – U S60 to approximately 300' north
- B. Mountain View Road – US 60 to 32nd Avenue
- D. Tomahawk Road – US 60 to approximately 615' north
- J. Baseline Road – Meridian Road to Apache Junction Boundary

4. Section 5 of the Agreement shall be revised to read as follows:

Apache Junction agrees to provide regular and routine roadway maintenance on portions of the roadways depicted in Exhibits C, D (Southern Avenue), E, F, G, H and I, lying within Pinal County jurisdiction.

5. Section 7 of the Agreement shall be revised as follows:

The Agreement shall be effective upon execution by the last Party and remain in full force and effect until completion of the Project, termination of the Agreement, or by January 1, 2030, whichever of the three occurrences comes first.

6. This Agreement may be cancelled for conflict of interest without further obligation or penalty, in accordance with A.R.S. § 38-511.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

PINAL COUNTY

Recommended by:

Andrew Smith Date
Interim Director
Department of Public Works

Approved and Accepted:

By: _____ Date
Chair
Board of Supervisors

Attest:

By: _____ Date
Clerk of the Board

CITY OF APACHE JUNCTION

Recommended by:

Mike Wever Date
Director
Public Works Department

Approved and Accepted:

By: _____ Date
Chip Wilson
Mayor
City of Apache Junction

Attest:

By: _____ Date
Jennifer Pena
City Clerk
City of Apache Junction

APPROVAL AS TO FORM

I hereby state that I have reviewed the proposed First Amendment to Intergovernmental Agreement between Pinal County and Apache Junction pursuant to A.R.S. § 11-952, and declare the First Amendment to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

Mark J. Langlitz, Deputy County Attorney

Date



Richard J. Stern, Apache Junction City Attorney

11.12.20

Date

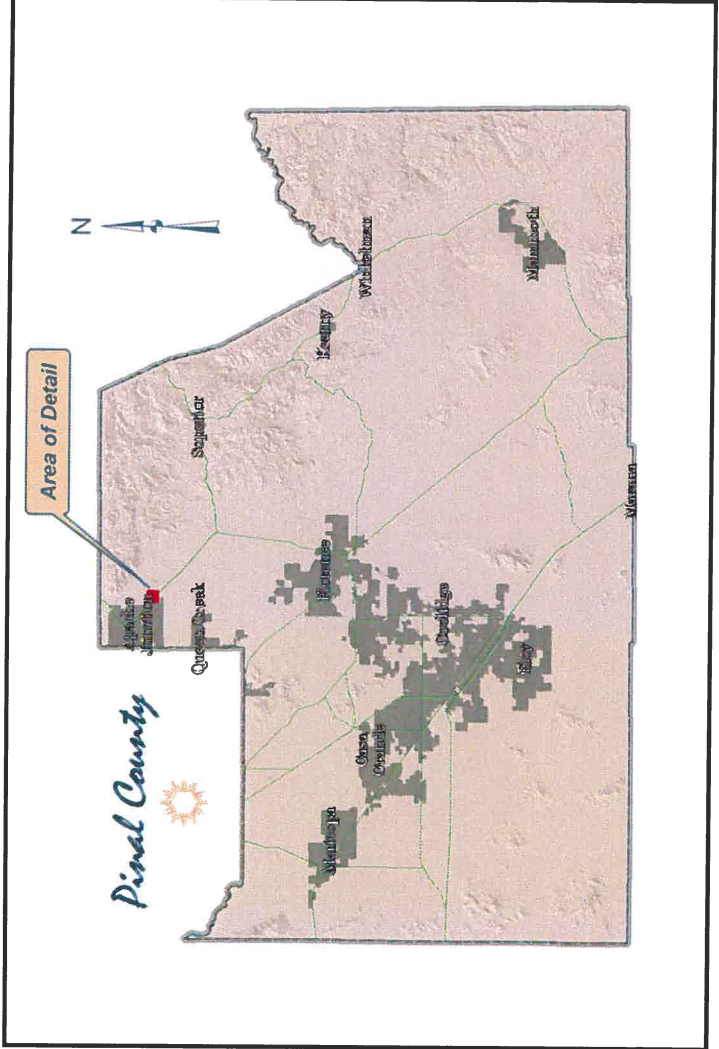
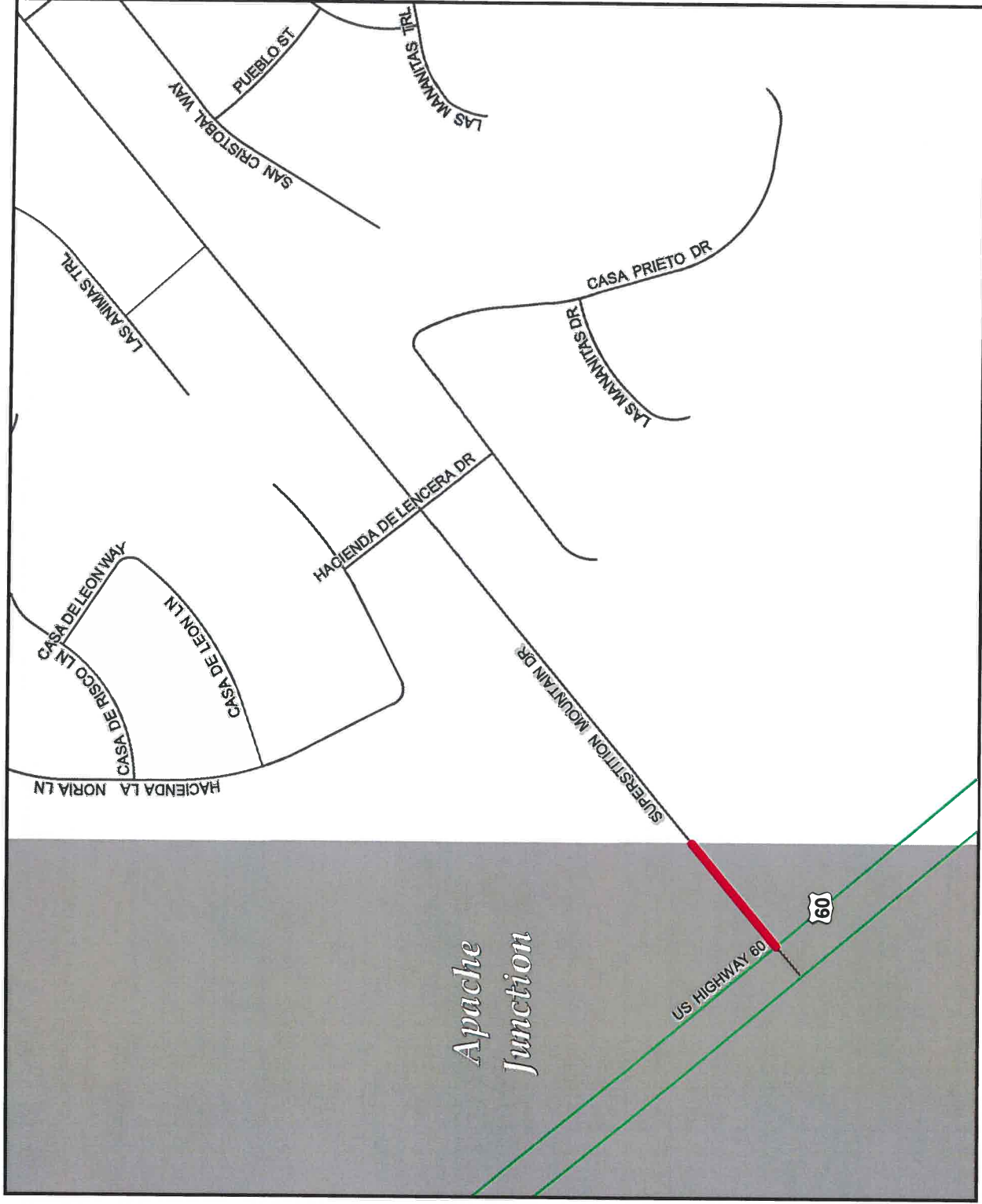
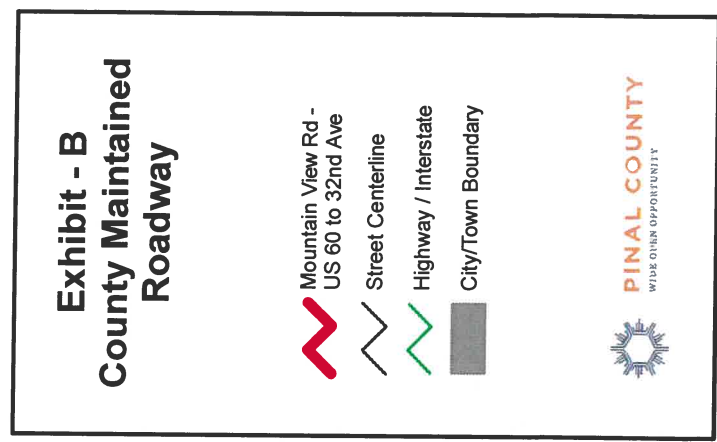
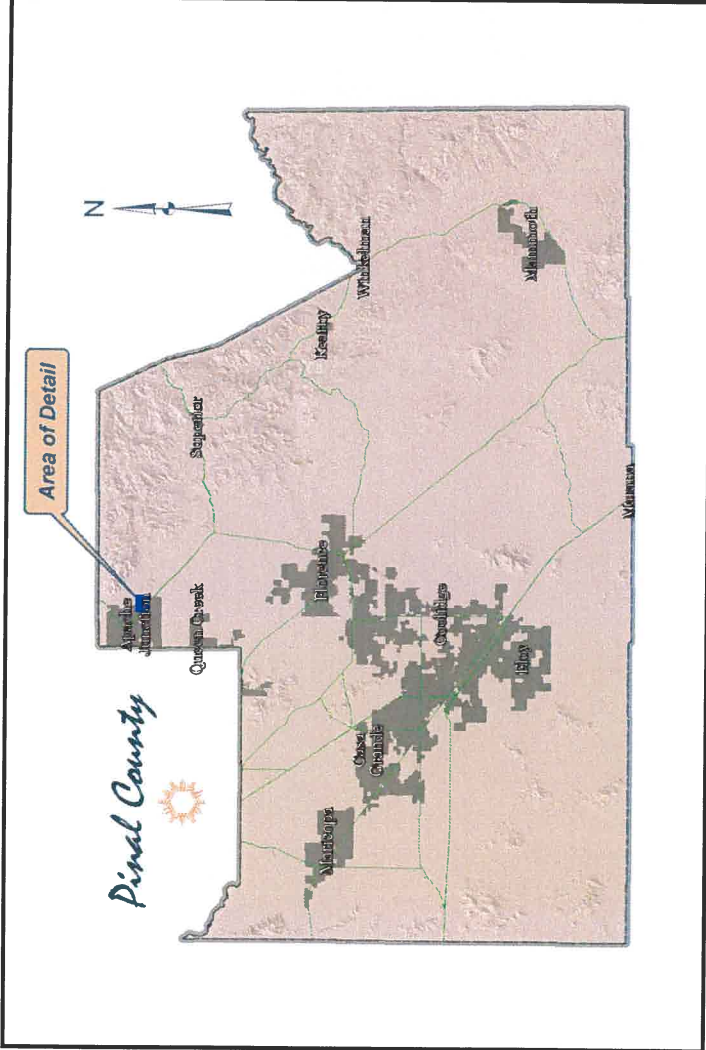
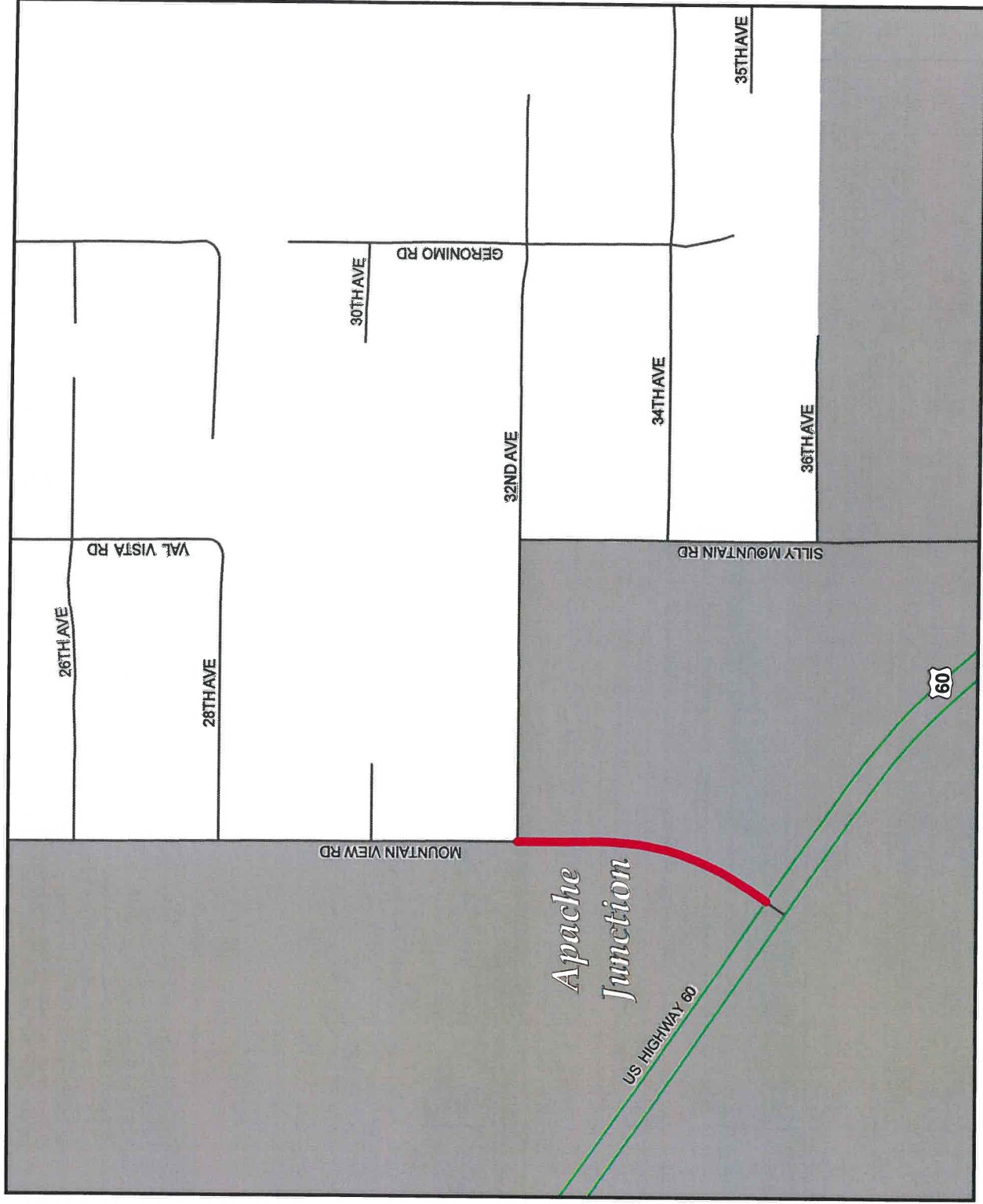


Exhibit - A County Maintained Roadway

- Supersition Mnt Dr - 300' North of US60
- Street Centerline
- Highway / Interstate
- City/Town Boundary

PINAL COUNTY
WIDE OPEN OPPORTUNITY



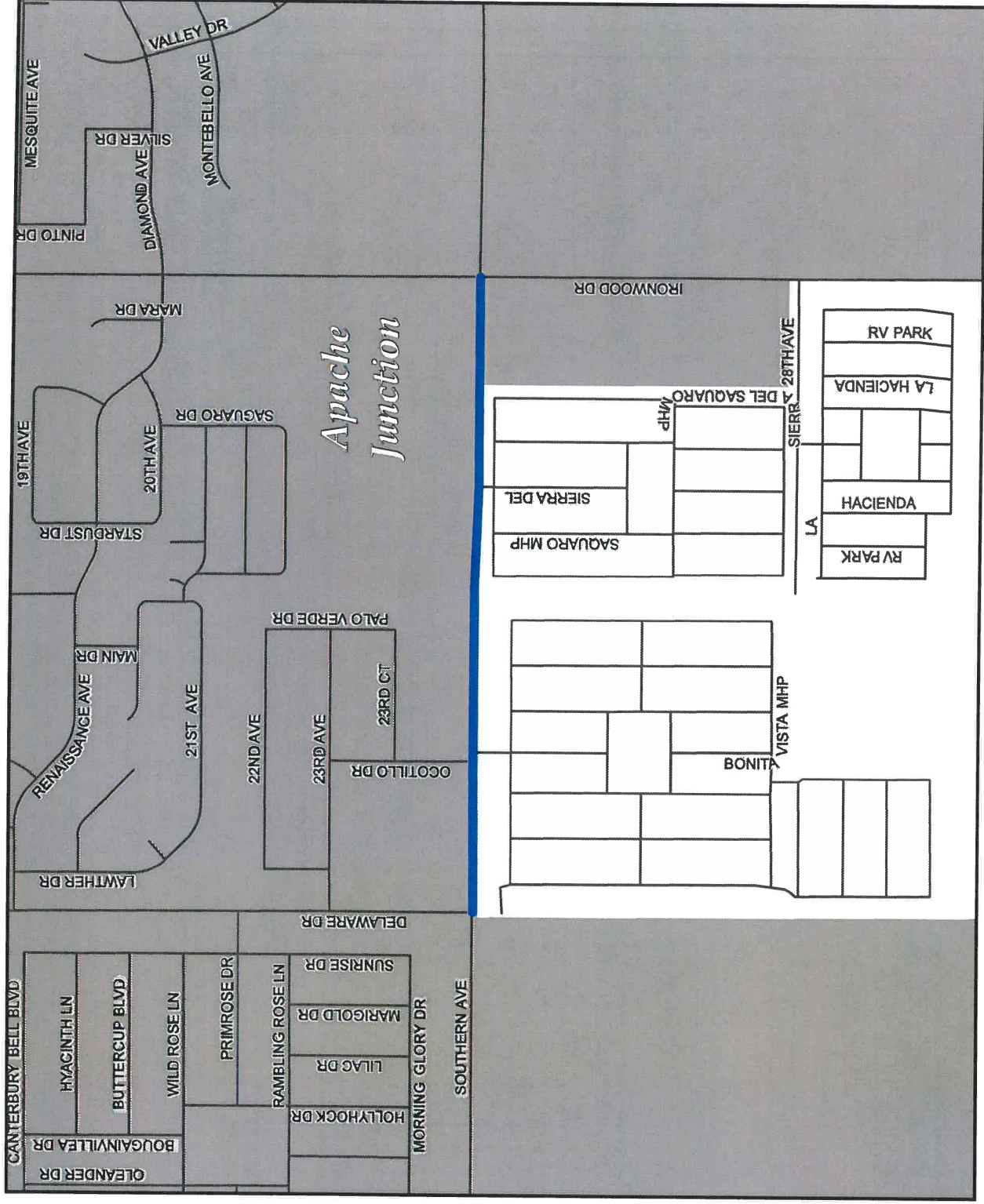
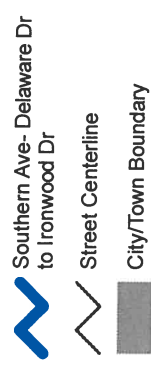
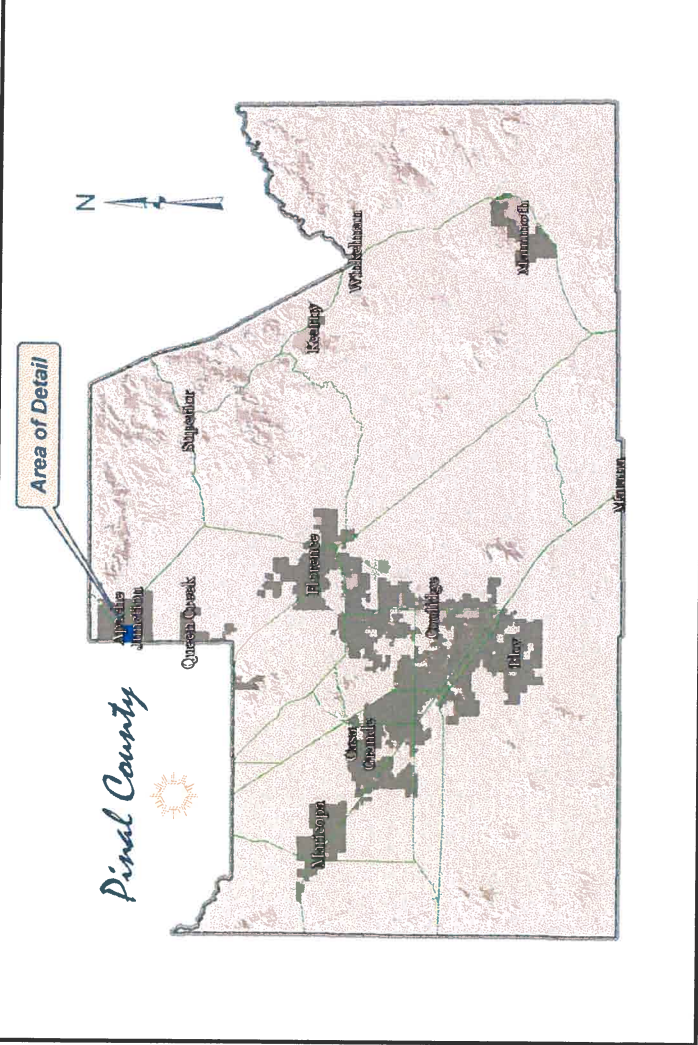


Exhibit - C City Maintained Roadway



PINAL COUNTY
WIDE OPEN OPPORTUNITY



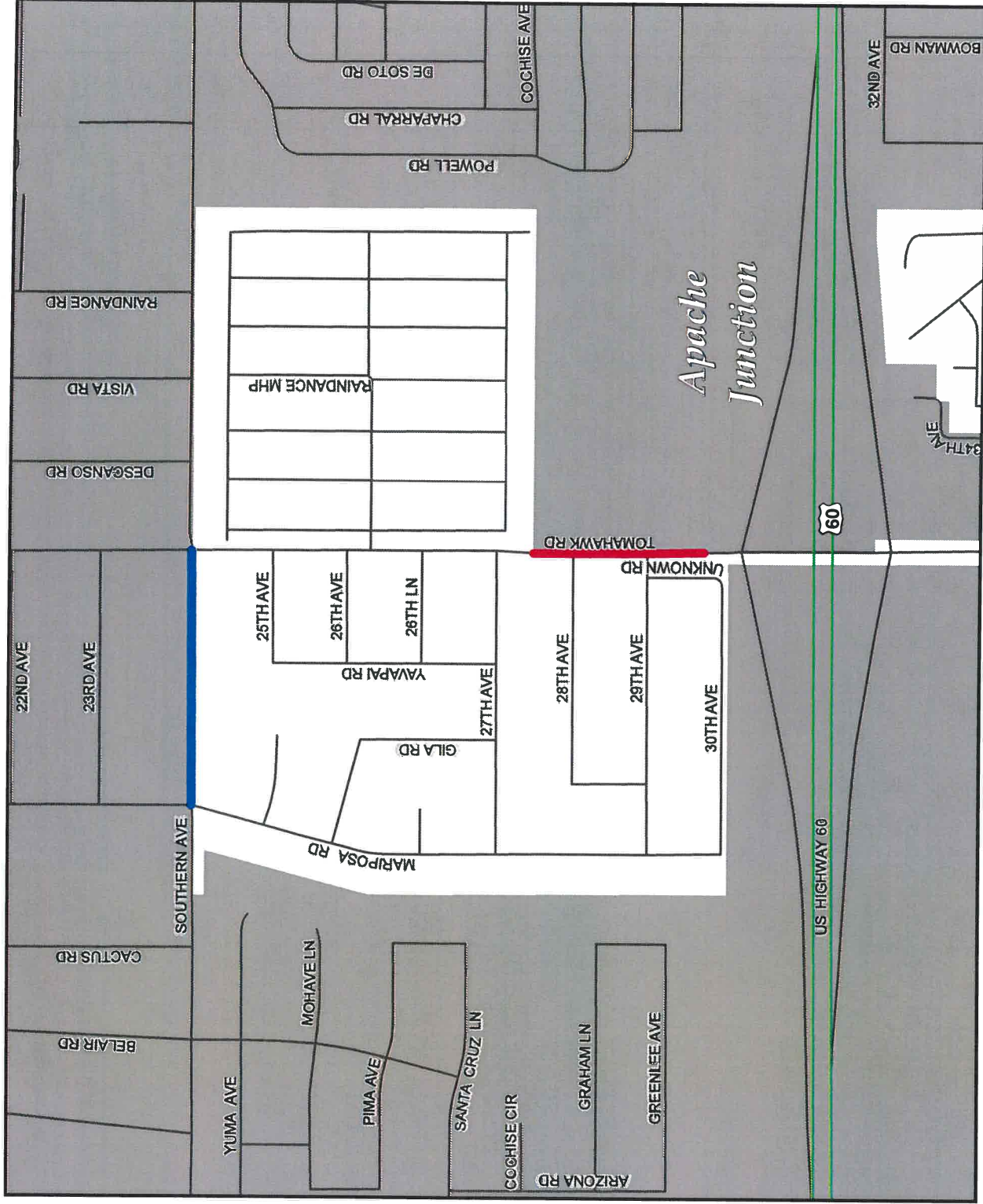
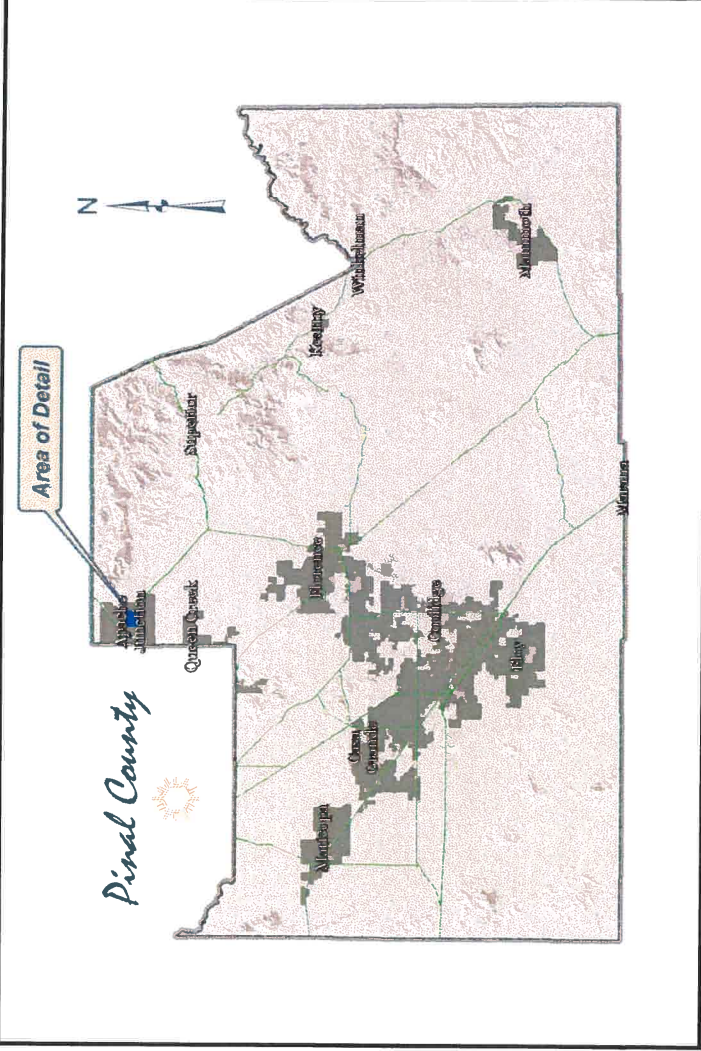


Exhibit - D County & City Maintained Roadway

-  Southern Ave - Mariposa Rd to Tomahawk Rd (City Maintained)
-  Tomahawk Rd - US 60 to Approx 615' North (County Maintained)
-  Street Centerline
-  Highway / Interstate
-  City/Town Boundary



PINAL COUNTY
WITH OPEN OPPORTUNITY



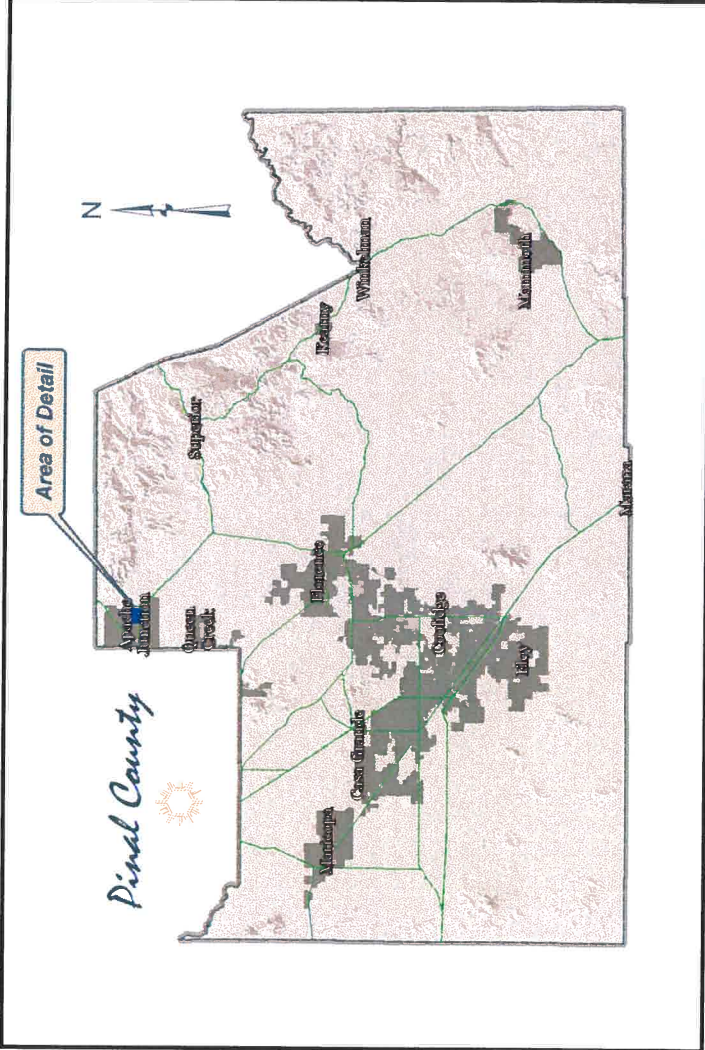
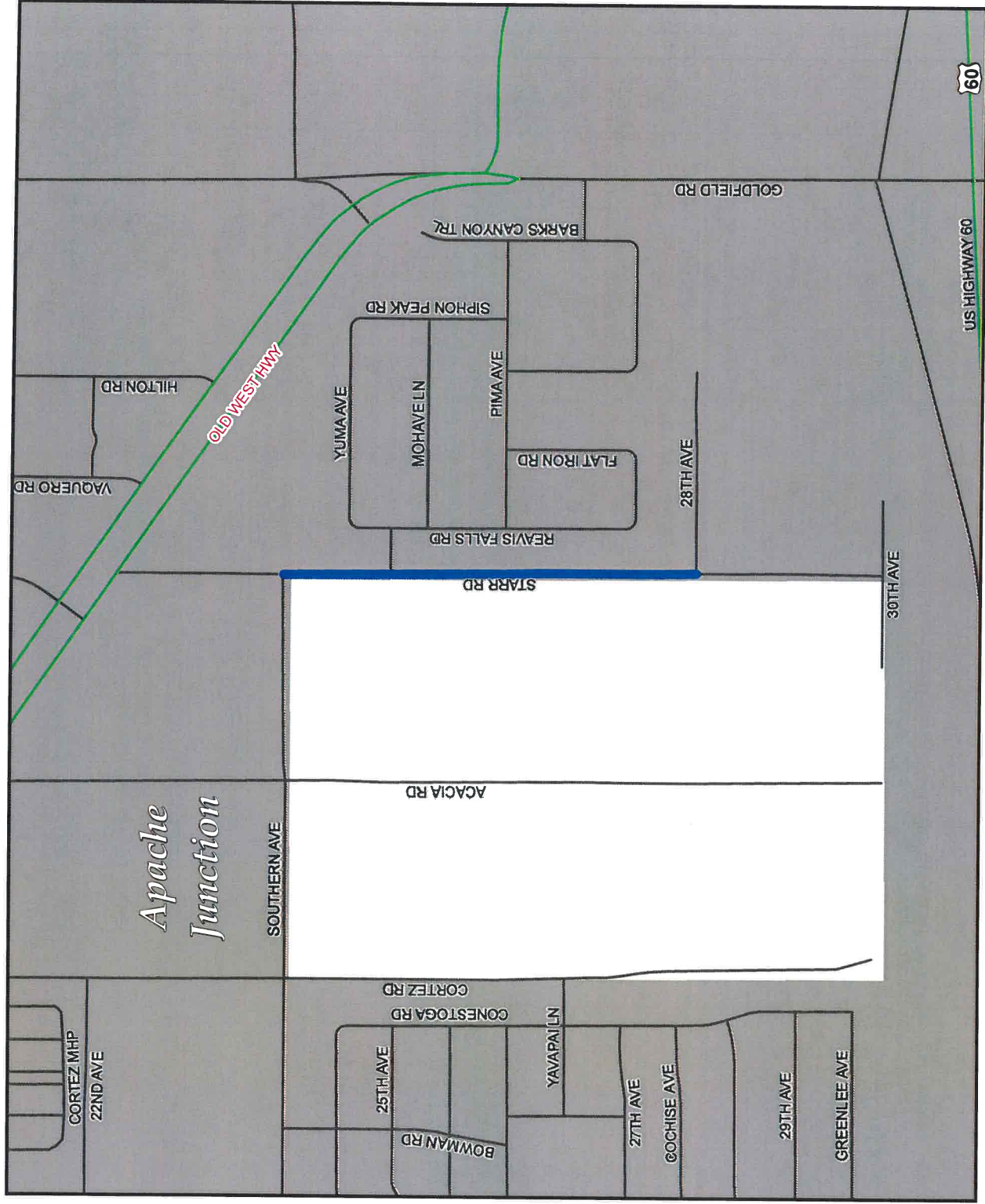


Exhibit - E City Maintained Roadway

- Starr Rd - Southern Ave to 28th Ave
- Street Centerline
- Highway / Interstate
- City/Town Boundary

PINAL COUNTY
WIDE OPEN OPPORTUNITY

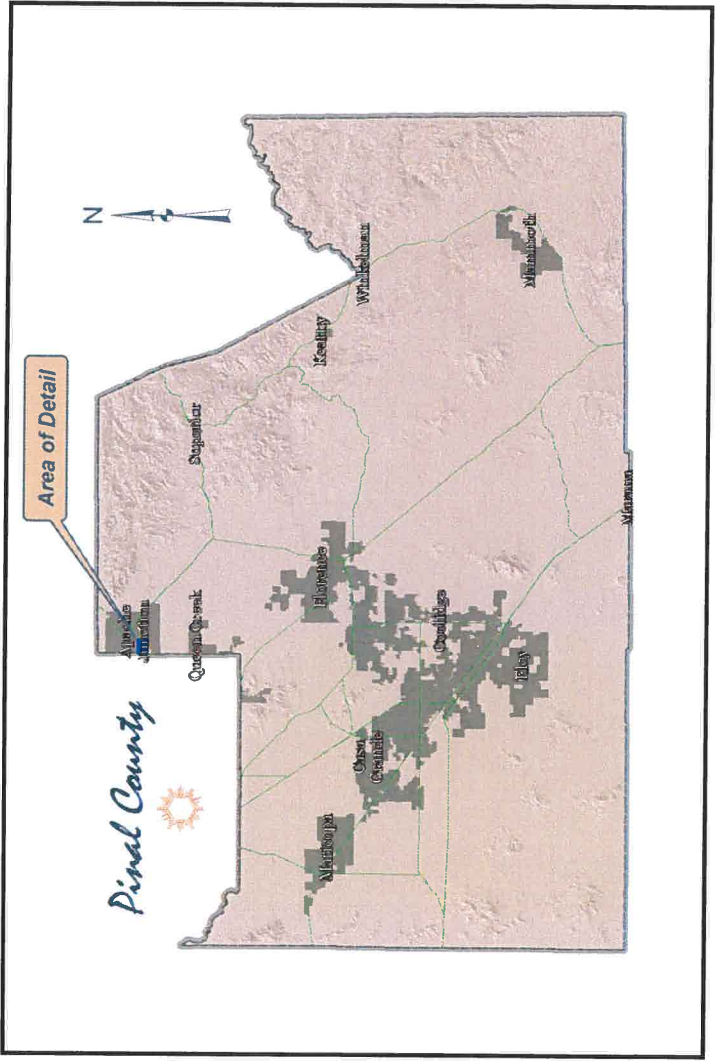
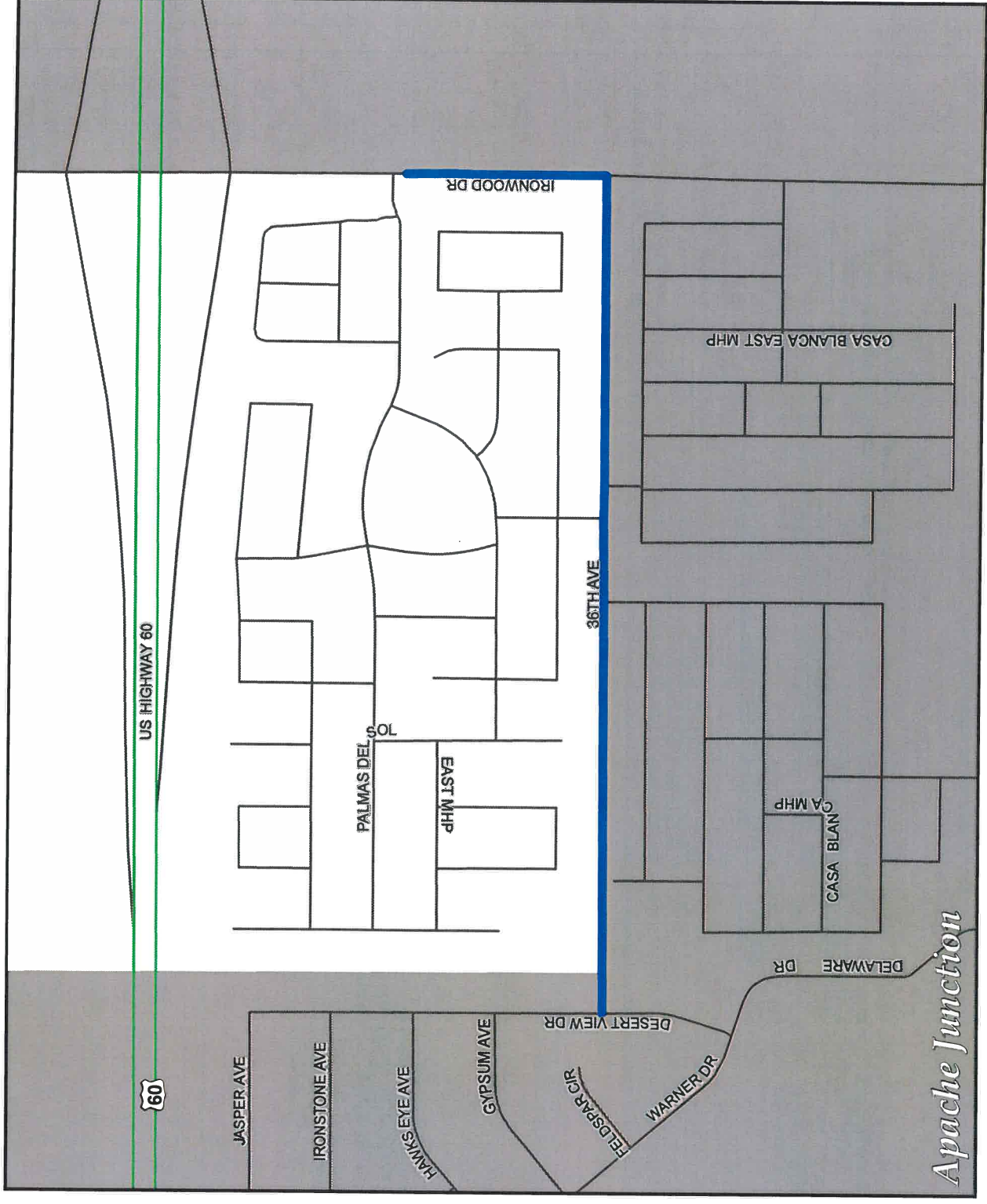
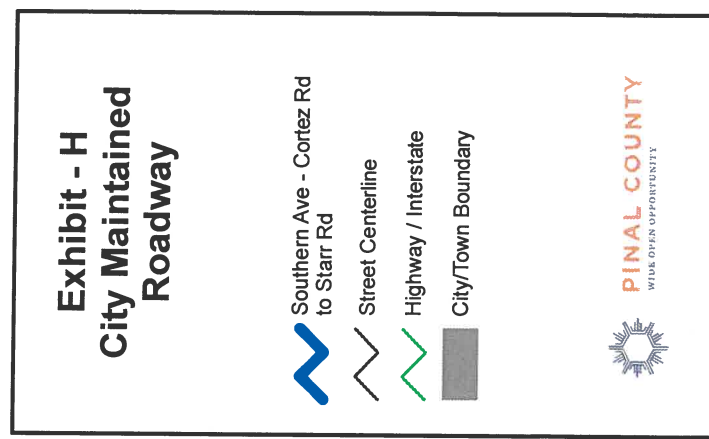
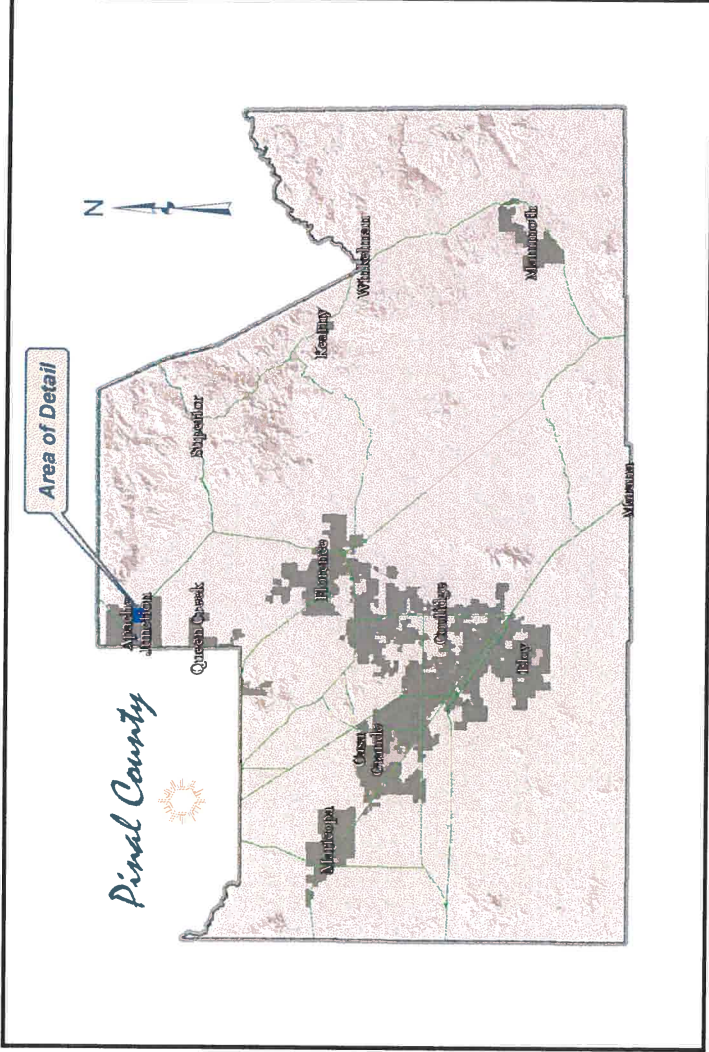


Exhibit - F

City Maintained Roadway

36th Ave - Desert View Dr to Ironwood Dr
 Ironwood Dr - 36th Ave to Approx 660' N.
 Street Centerline
 Highway / Interstate
 City/Town Boundary

PINAL COUNTY
WIDE OPEN OPPORTUNITY



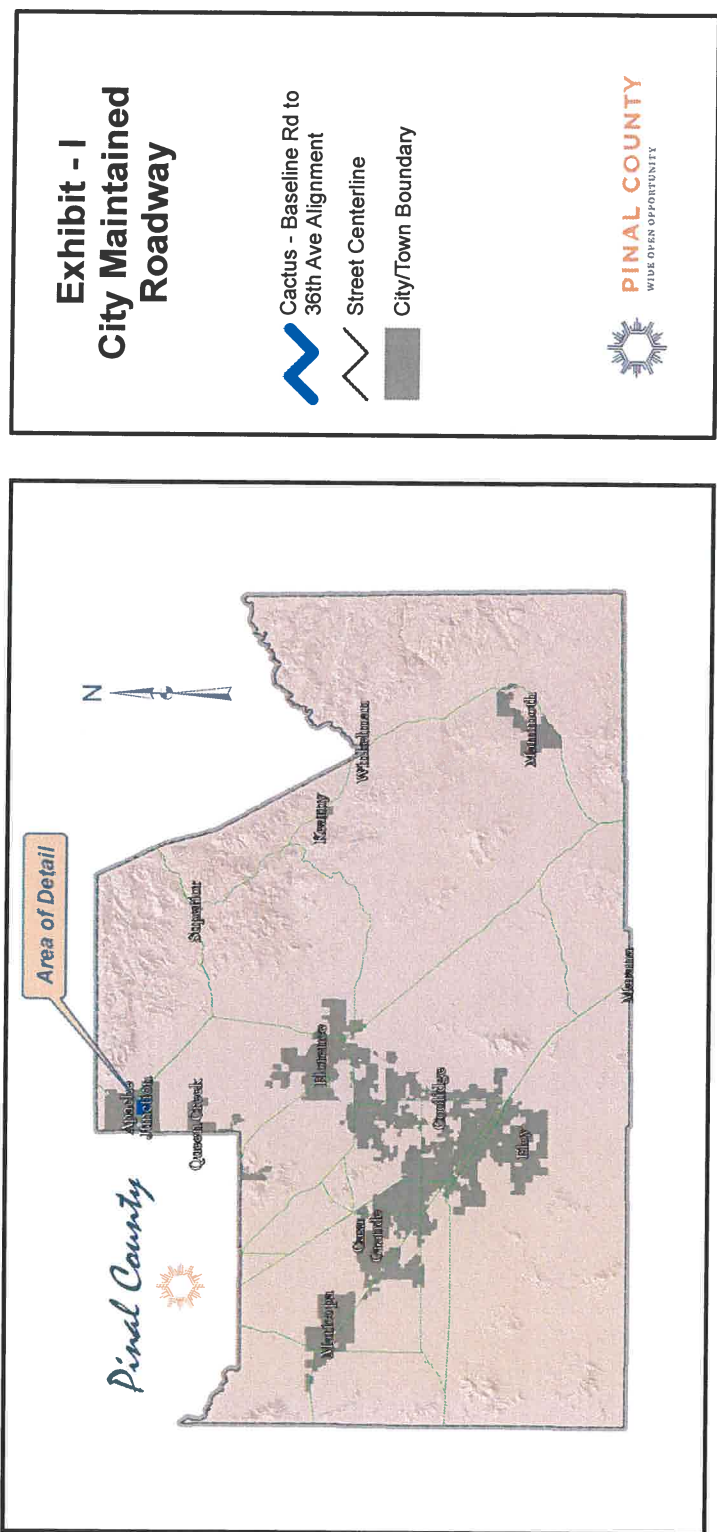
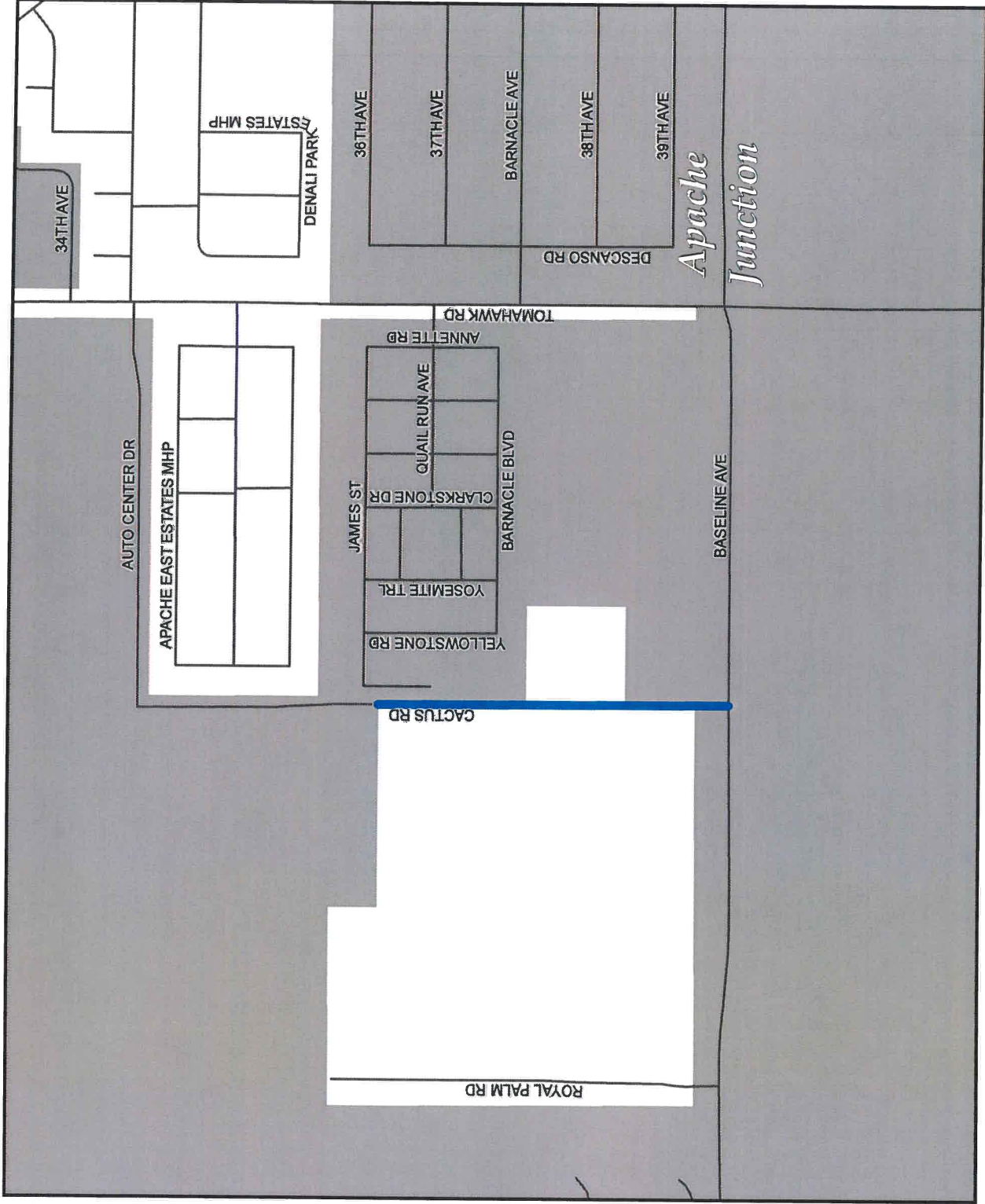


Exhibit - I City Maintained Roadway

-  Cactus - Baseline Rd to 36th Ave Alignment
-  Street Centerline
-  City/Town Boundary



PINAL COUNTY
WIDE OPEN OPPORTUNITY

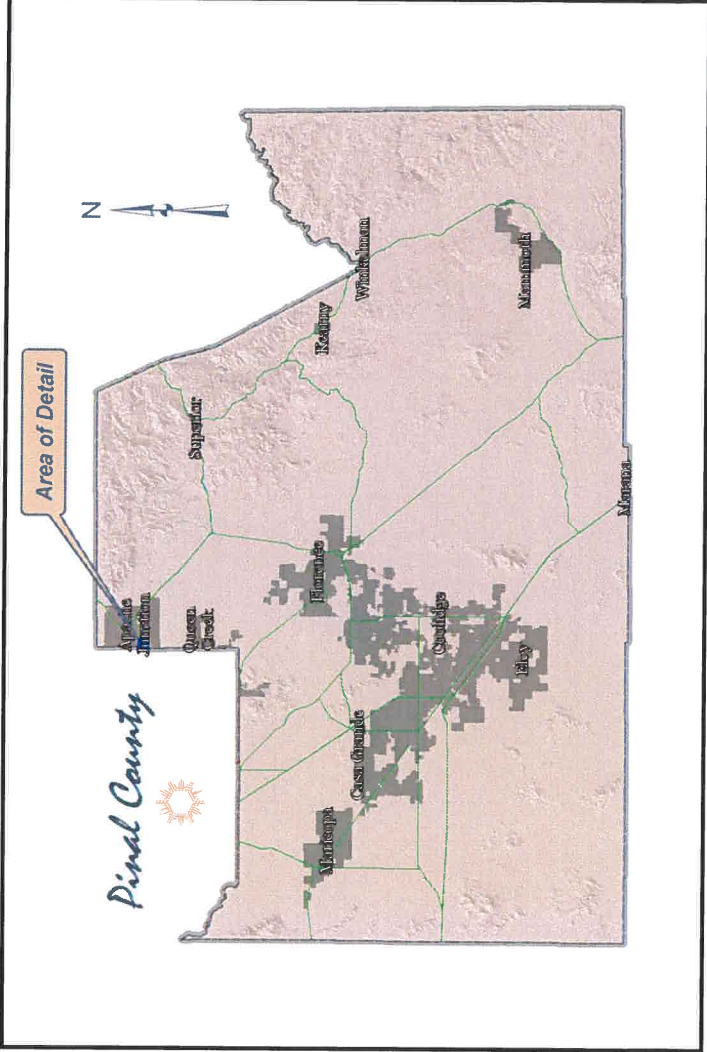


Exhibit - J County Maintained Roadway

-  Baseline Ave - Meridian Dr to City Boundary
-  Street Centerline
-  City/Town Boundary



PINAL COUNTY
WIDE OPEN OPPORTUNITY