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**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLE**

When recorded return to:
Clerk of the Board
Pinal County Board of Supervisors
P. O. Box 827
Florence, AZ 85232

DATE/TIME: 02/13/2012 1120
FEE: \$0.00
PAGES: 7
FEE NUMBER: 2012-011127



RESOLUTION NO. 020812-6A06-03

A RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS AUTHORIZING PINAL COUNTY TO ENTER INTO A FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN PINAL COUNTY AND THE CITY OF APACHE JUNCTION CONCERNING SHARED COSTS FOR THE RECONSTRUCTION AND RE-DESIGN OF IRONWOOD DRIVE WITHIN THE CITY LIMITS OF APACHE JUNCTION

WHEREAS, Pinal County ("County") and the City of Apache Junction, Arizona, ("City") are empowered by A.R.S. § 11-952 to enter into intergovernmental agreements for joint or cooperative action; and,


WHEREAS, on August 30, 2006, the City of Apache Junction and Pinal County entered an Intergovernmental Agreement (the "Agreement") to share costs for the design and construction of approximately 2.2 miles of Ironwood Drive between Elliott Avenue and U.S. 60 within corporate limits of the City and County; and,

WHEREAS, the Agreement set forth the City's proportionate share of the engineering cost estimate for the Project as Ten Million Six Hundred Eighty-Five Thousand Seven Hundred Fourteen Dollars (\$10,685,714.00), to be paid by City to County in twenty (20) equal payments of Five Hundred Thirty-Four Thousand Two Hundred Eighty-Five Dollars and Seventy Cents (\$534,285.70) beginning on January 1, 2015, and then on January 1st of each year thereafter until the last payment date of January 1, 2034; and,

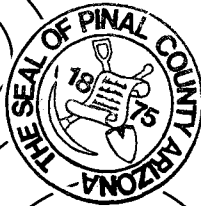
WHEREAS, both Parties seek to amend the original payment schedule by allowing the City to make a one-time \$2,000,000 payment on or before April 2, 2012 with the remaining balance being paid in equal payments beginning on January 1, 2023 through January 1, 2034.

BE IT THEREFORE RESOLVED that the Pinal County Board of Supervisors authorize Pinal County to enter into a First Amendment to Intergovernmental Agreement between Pinal County and the City of Apache Junction concerning shared costs for the Reconstruction and Re-Design of Ironwood Drive within the City Limits of Apache Junction.


PASSED AND ADOPTED this 8th day of Feb, 2012, by the
PINAL COUNTY BOARD OF SUPERVISORS.



Chairman of the Board



ATTEST:



Deputy Clerk of the Board

CONFIDENTIAL

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN PINAL COUNTY AND THE CITY OF APACHE JUNCTION
CONCERNING SHARED COSTS FOR THE RECONSTRUCTION
AND RE-DESIGN OF IRONWOOD DRIVE WITHIN THE CITY LIMITS
OF APACHE JUNCTION**

THIS AMENDMENT is made and entered into this 8th day of February, 2012, (“the Execution Date”) by and between PINAL COUNTY, a political subdivision of the State of Arizona (“County”), and the CITY OF APACHE JUNCTION, ARIZONA, an Arizona municipal corporation (“City”), sometimes both collectively referred to as the “Parties”.

RECITALS

A. On August 30, 2006, the Parties entered an Intergovernmental Agreement (the “Agreement”) to share costs for the design and construction of approximately 2.2 miles of Ironwood Drive between Elliott Avenue and U.S. 60 (also known as the “Superstition Freeway”) within corporate limits of the City and County, including widening of Ironwood Drive from two lanes to four lanes with a median, and installation of new pavement, curb and gutters, sidewalks, street lighting, drainage facilities, and other improvements (referred to herein as the “Project”).

B. The Agreement set forth the City’s proportionate share of the engineering cost estimate for the Project as Ten Million Six Hundred Eighty-Five Thousand Seven Hundred Fourteen Dollars (\$10,685,714.00), to be paid by City to County in twenty (20) equal payments of Five Hundred Thirty-Four Thousand Two Hundred Eighty-Five Dollars and Seventy Cents (\$534,285.70) beginning on January 1, 2015, and then on January 1st each year thereafter until the last payment date of January 1, 2034.

C. The Parties seek to amend the original payment schedule with a neutral effect on County by deferring a portion of the payments and adjusting and accelerating another portion of the payments.

D. Attachment A sets forth the schedule and amounts for installment payments to be paid by the City.

E. The Parties have therefore agreed to amend the Agreement as noted herein.

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 August 30, 2006 Agreement as follows:

A. The Recitals set forth herein above and Attachment A are incorporated into this Amendment in their entirety below.

B. Section 3(E) of the Agreement shall be replaced with the following new provision:

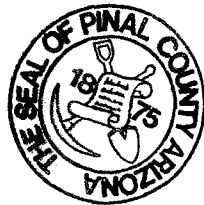
City's proportionate share of the Project is Ten Million Eight Hundred Eighty-Two Thousand Eight Hundred Twenty-Five Dollars and Thirty-One Cents (\$10,882,825.31) and shall be paid by City to County as follows:

- 1) \$2,000,000 due no later than April 2, 2012.
- 2) Starting on January 1, 2023 and each January 1st thereafter through January 1, 2034, the remaining balance in equal installments of Seven Hundred Forty Thousand Two Hundred Thirty-Five Dollars and Forty-Four Cents (\$740,235.44).

Without affecting the City's obligation to make payments as set forth in this paragraph, in the event that the State fails to agree to transfer the Ironwood Drive right-of-way from the County to the City, the Parties mutually agree to take all necessary legal means to effectuate the transfer. The Parties mutually agree to take all necessary legal means to effectuate the transfer of the Ironwood Drive right-of-way.

C. Except as expressly amended herein, all other terms and provisions of the Agreement shall remain in full force and effect.

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.



PINAL COUNTY, a political subdivision of the State of Arizona

By: David Snider *Peje Aios*
Its: Chairman of the Board of Supervisors

CITY OF APACHE JUNCTION, ARIZONA,
an Arizona municipal corporation

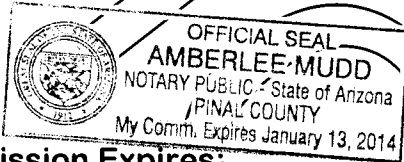
By: John S. Insalaco
Its: Mayor

ATTEST:

Kathleen Connelly
Kathleen Connelly, City Clerk

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing was acknowledged before me this 8th day of February, 2012, by David Snider as Chairman of the Board of Supervisors of Pinal County, a political subdivision of the State of Arizona.



Amberlee Mudd
Notary Public

My Commission Expires:
1/13/2014

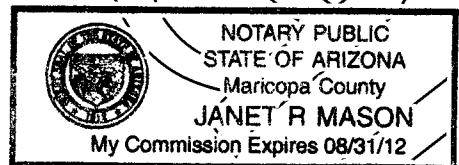
(seal)

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing was acknowledged before me this 18th day of January, 2012, by John S. Insalaco, as Mayor of the City of Apache Junction, Arizona, an Arizona municipal corporation.

Janet R Mason
Notary Public

My Commission Expires:
8/31/12



(seal)

COUNSEL APPROVAL AS TO FORM:


I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.



James Walsh, County Attorney

Devin County
Att 1/22/12
Date

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.



Richard J. Stern, City Attorney

1.12.12
Date

Attachment A
Ironwood Drive Intergovernmental Agreement
Original and Pre & Deferred Payments

Discount Rate for Present Value Calculations: 2.30%

(Source: United States Treasury Rates as of August 9, 2011)

Date	Original Payments		Pre & Deferred Payments	
	<u>Nominal</u>	<u>Present Value</u>	<u>Nominal</u>	<u>Present Value</u>
	\$10,685,714.00	\$ 8,157,957.89	\$10,882,825.31	\$ 8,157,957.89
4/2/2012	-	-	\$2,000,000.00	\$2,000,000.00
1/1/2013	-	-	-	-
1/1/2014	-	-	-	-
1/1/2015	\$534,285.70	\$501,929.81	-	-
1/1/2016	534,285.70	490,644.98	-	-
1/1/2017	534,285.70	479,613.86	-	-
1/1/2018	534,285.70	468,830.75	-	-
1/1/2019	534,285.70	458,290.08	-	-
1/1/2020	534,285.70	447,986.39	-	-
1/1/2021	534,285.70	437,914.36	-	-
1/1/2022	534,285.70	428,068.78	-	-
1/1/2023	534,285.70	418,444.55	740,235.44	579,741.31
1/1/2024	534,285.70	409,036.71	740,235.44	566,707.04
1/1/2025	534,285.70	399,840.38	740,235.44	553,965.83
1/1/2026	534,285.70	390,850.81	740,235.44	541,511.08
1/1/2027	534,285.70	382,063.36	740,235.44	529,336.34
1/1/2028	534,285.70	373,473.47	740,235.44	517,435.33
1/1/2029	534,285.70	365,076.70	740,235.44	505,801.88
1/1/2030	534,285.70	356,868.72	740,235.44	494,429.99
1/1/2031	534,285.70	348,845.28	740,235.44	483,313.78
1/1/2032	534,285.70	341,002.23	740,235.44	472,447.49
1/1/2033	534,285.70	333,335.51	740,235.44	461,825.50
1/1/2034	534,285.70	325,841.16	740,235.44	451,442.33
Total	\$10,685,714.00	\$8,157,957.89	\$10,882,825.31	\$8,157,957.89