

When recorded, please mail to:

Pinal County Clerk of the Board
P.O. Box 827
Florence, AZ 85132

**INTERGOVERNMENTAL AGREEMENT
BETWEEN PINAL COUNTY AND THE CITY OF APACHE JUNCTION
FOR THE PROVISION OF FUNDING FOR SENIOR SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT dated this ___ day of November, 2016, (“**Agreement**”), is made by and between PINAL COUNTY, a political subdivision of the State of Arizona (“**Pinal County**”) and the CITY OF APACHE JUNCTION, a municipal corporation of the State of Arizona (“**City**”). Pinal County and City are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, City, through its Parks and Recreation Department, operates a Multi-Generational Center (“**MGC**”) located at 1035 N. Idaho Rd., Apache Junction, Arizona 85119; and

WHEREAS, MGC, in conjunction with the non-profit agency East Valley Adult Resources (“**EVAR**”), provides activities and other services which include but are not limited to congregate and home-delivered meals, and transportation services for senior residents of Apache Junction; and

WHEREAS, EVAR has indicated that effective November 11, 2016, it will no longer be able to provide these services for the City; and

WHEREAS, the Apache Junction Parks and Recreation Department has obtained a commitment from the Pinal-Gila Council for Senior Citizens to continue to provide these services at MGC for the remainder of the 2016-2017 fiscal year; and

WHEREAS, City will need approximately \$18,000.00 to cover the additional costs of these services for the remainder of the 2016-2017 fiscal year; and

WHEREAS, City, sent a letter to Pinal County, attached to this agreement as Exhibit A and incorporated herein by this reference, requesting a “one-time expenditure” to “assist in their time of need”; and

WHEREAS, A.R.S. § 11-267(A) provides that “any county may implement programs to provide services to persons with disabilities or persons sixty years of age or older, and may contract with federal, state, local, or other providers for the provision of these services”; and

WHEREAS, “Services” as used in A.R.S. § 11-267(A) include, but are not limited to the following: nursing care, sheltered care, day care, home maintenance, housekeeping, transportation and nutritional services; and

WHEREAS, Pinal County desires to make a one-time expenditure to the City of Apache Junction in the amount of \$18,000.00 to cover the additional costs of providing services at the MGC.

AGREEMENT

NOW, THEREFORE, the Parties hereto, in consideration of the recitals set forth herein, hereby agree as follows:

1. Pinal County shall issue a one-time payment in the amount of \$18,000.00 to the City for the provision of services as described herein.

2. The City shall use the funds exclusively for the costs of services provided to senior citizens at the MGC in Apache Junction.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below:

“Pinal County”

“City”

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

CITY OF APACHE JUNCTION, a
municipal corporation of the State of Arizona

By: _____
Chairman, Board of Supervisors

By: _____
Mayor

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Clerk of the Board of Supervisors

City Clerk

**APPROVED AS TO FORM AND
WITHIN THE POWERS AND
AUTHORITY OF PINAL COUNTY:**

**APPROVED AS TO FORM AND
WITHIN THE POWERS AND
AUTHORITY OF APACHE JUNCTION**

Deputy County Attorney

City Attorney