

When recorded mail to:

**Pinal County Public Works
P.O Box 749
Florence, AZ 85232**

(The above space reserved for recording information)

Intergovernmental Agency Agreement

DOCUMENT TITLE

The following document is being presented for recordation:

Intergovernmental Agency Agreement with
Town of Queen Creek for the Safety
Rodeo

**DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF
YOUR DOCUMENT. THE CERTIFICATE OF RECORDATION WITH THE FEE
NUMBER IN THE UPPER RIGHT CORNER IS THE PERMANENT REFERENCE
NUMBER OF THIS DOCUMENT IN THE PINAL COUNTY RECORDER'S OFFICE.**

INTERGOVERNMENTAL AGENCY AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____ 2023, by and between Pinal County, a political subdivision of the state of Arizona, ("County") and the Town/City of Queen Creek, an Arizona municipal corporation, hereinafter referred to as ("Participating Agency").

Witnesseth:

WHEREAS, Pinal County conducts an annual Safety Roadeo to encourage the safe operation of equipment by its employees; and,

WHEREAS, Pinal County may have availability to accommodate additional participants in the Safety Roadeo and may allow qualified employees from other agencies within the State of Arizona, to participate in the Roadeo; and,

WHEREAS, Participating Agency has desire for its employee(s) to participate in the County's Safety Roadeo when availability permits; and,

WHEREAS, the parties are authorized to enter into intergovernmental agreements for purposes contemplated herein, pursuant to A.R.S. § 11-952 *et. seq.*

NOW, THEREFORE, the participants to this agreement agree as follows:

1. Participating Agency shall permit only qualified employees to attend the Safety Roadeo. In order to qualify, the employee must:
 - a. Have a valid Arizona Driver's license AND any/all permits, licenses and/or training to operate such equipment he/she is to operate during the Safety Roadeo in compliance with State and Federal laws governing the operation of such equipment; and
 - b. Complete and sign the registration form provide by County to indicate supervisor's verification that employee is trained and/or licensed on the equipment registered to operate during the Safety Roadeo.
2. County may, in its sole discretion, disqualify any participant who fails to conduct himself/herself in a safe and professional manner.
3. Participating Agency shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the County, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Participating Agency, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this Section, the governmental parties to this Agreement that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense as further provided for below, including proportionate liability and proportionate payment of litigation fees, expenses and damages. The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. If applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("MOU") between the Arizona Counties Insurance Pool ("ACIP") and the Arizona Municipal Risk Retention Pool ("AMRRP"). If applicable, each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP. The obligations under this Section shall survive the termination of this Agreement.
4. Participating Agency shall reimburse County for costs incurred for Agency's employees participating, in the amount set forth on the registration form, which may vary annually. Payment must be made prior to the date of the event in order for Agency's employees to participate.

5. Participating Agency acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, including the activities provided in this Agreement, and that it will maintain such coverage for the duration of this Agreement.
6. Participating Agency shall be solely liable for the payment of workers' compensation benefits should a Participating Agency employee become ill or injured attending or participating in the Rodeo.

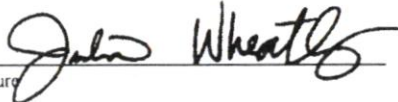
This IGA shall be effective as of the signature date of the last party to sign this IGA, and shall remain in effect unless and until terminated. Either Party may terminate this Agreement upon 30 days' written notice to the other party. Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below their representatives' respective signatures.

FOR THE TOWN/CITY OF:

FOR PINAL COUNTY:

Queen Creek
an Arizona municipal corporation

By: 
Signature
Julia Wheatley
Printed Name
Mayor
Title
11/1/2023
Date

By: _____
Signature


Printed Name

Title

Date

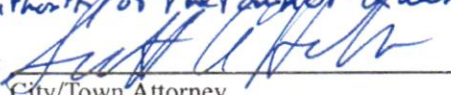
ATTEST:

ATTEST:

By: 
Town/City Clerk
11/01/2023
Date

By: _____
Clerk of the Board

Date

APPROVED AS TO FORM: *and within the Authority of the Town of Queen Creek*
By: 
City/Town Attorney
11/1/2023
Date

APPROVED AS TO FORM:
By: _____
Deputy County Attorney

Date