

**TRI-CITY FIRE DISTRICT AND THE CITY OF GLOBE
INTERGOVERNMENTAL AGREEMENT FOR LEASE OF CITY PROPERTY**

This Intergovernmental Agreement for Lease of City Property is by and between the City of Globe ("City"), a municipal corporation and the Tri-City Fire District ("District"), a public agency of the State of Arizona.

WHEREAS, the parties hereto have successfully cooperated in the fire protection of their residents; and

WHEREAS, included in that cooperation the City has leased to the District that a certain described property as contained in the attached and incorporated Exhibit A, together with appurtenances thereon for many years (collectively, the "Leased Premises"); and

WHEREAS, it is the intent of this Intergovernmental Agreement to renew said lease for a period of fire (5) years;

NOW THEREFORE, the parties agree to the following:

1. That the City hereby leases to Fire District the Leased Premises.
2. The terms of this Intergovernmental Agreement shall be for a period of five (5) years commencing upon the ^{13th} first day of December 2016 and shall extend until the first day of December 2021, with an automatic renewal thereafter on an annual basis, unless earlier termination as provided herein. If either party desires to terminate the Intergovernmental Agreement upon the termination of the current term, the party desiring to terminate must give the other party written notice no later than ninety (90) days prior to scheduled termination of the Intergovernmental Agreement. If no such notice is given the Intergovernmental Agreement shall extend for a one (1) year term upon each anniversary.
3. Upon termination of this Intergovernmental Agreement it is agreed that any and all improvements situated on the Leased Premises shall revert to the City.
4. Either party may terminate this Intergovernmental Agreement upon not less than Ninety (90) days written notice, with or without cause, and without recourse.

5. This agreement is subject to A.R.S. 38-511.
parties may jointly pursue grants for the improvement of the Leased Premises; provided that any such improvement shall be subject to the approval of the City.
6. The parties may jointly pursue grants for the improvement of the Leased Premises; provided that any such improvement shall be subject to the approval of the City.
7. This agreement shall not be interpreted to provide for the employment services by one party to the other. This agreement is solely for the lease of city property to the district. Exercise of the rights and obligations under this agreement shall provide its own employees. In the event employees of the district and the city are jointly engaged in activities on the leased property and for the purposes of Workers' Compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another Party pursuant to this Agreement or to another specific intergovernmental agreement having no Workers' Compensation provision, is deemed to be an employee of both the Party who is the employee's primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries the employee is then working, as provided in A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for the payment of Worker's Compensation benefits payable as the result of the employee's participation in such activity. Each Party to this Agreement shall further comply with the provisions of A.R.S. §23-1022(E) by posting the required public notice.
8. The City may in the exercise of its sole discretion add additional apparatus bays I to the Leased Premises for the purpose of housing additional City fire apparatus.

Fire District Agrees:

1. To allocate and pay the City the Sum of One Dollar (\$1.00) per year in advance of the year to which it applies.
2. To not sublease, assign this Intergovernmental Agreement, nor to encumber the Leased Premises or any part thereof without the express written approval of the City.
3. To defend, indemnify and hold harmless the City for and against any and all causes of action, liabilities, or damages to any person or property arising in any way out of the use or occupation of the Leased Premise, including reasonable attorney's fees and costs.

4. Fire and liability insurance to insure not less than replacement value of the structures located to maintain adequate Leased Premises and all of the District obligations as provided herein.
5. To allow the Globe Fire Department to access the Leased Premises for training or other fire-related purposes on a space available basis.
6. To house Globe Fire apparatus as space permits to include daily and weekly maintenance with any discrepancies reported to the on-duty Globe Fire Department company officer.

City agrees to:

1. To the extent permitted by law, to indemnify District for the wrongful or negligent acts of its employees while on the Leased Premises demised hereby.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement on this 13th Day of December, 2016.

TRI-CITY FIRE DISTRICT



Mitch Malkavich, Board President

CITY OF GLOBE



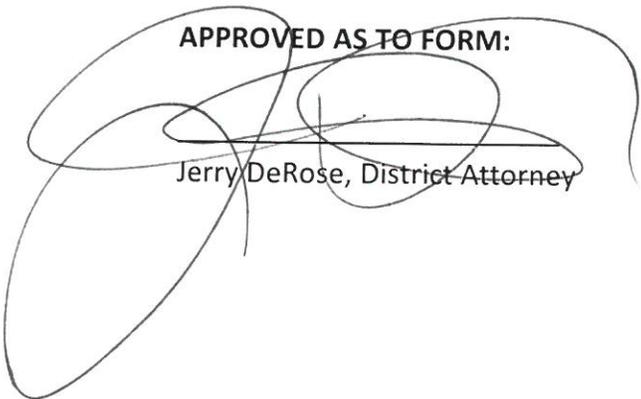
Al Cameros, Mayor

ATTEST:



Shelly Salazar, City Clerk

APPROVED AS TO FORM:



Jerry DeRose, District Attorney

APPROVED AS TO FORM:



City of Globe Attorney