

**NAVAJO NATION
INTRAGOVERNMENTAL OFFICE SPACE USE AGREEMENT**

This INTRAGOVERNMENTAL OFFICE SPACE USE AGREEMENT (hereinafter the “USE AGREEMENT”) is made and entered into between the _____ CHAPTER OF THE NAVAJO NATION (hereinafter “CHAPTER”), [enter address], and the DEPARTMENT OF AGING & LONG TERM CARE SUPPORT, P.O. Box 1390, Window Rock, Navajo Nation (Arizona) 86515, (hereinafter “DALTCS”).

WHEREAS the CHAPTER is a unit of local government and a political subdivision of the Navajo Nation, formed and existing under the laws of the Navajo Nation, which currently has space available for office use in its Chapter Office Building located on a portion of the Navajo Nation withdrawn land for Chapter use, but still a part of the Navajo Nation; and

WHEREAS the DALTCS is a department of the Navajo Department of Health which is currently in need of office space for carrying out an essential service of the Navajo Nation; and

WHEREAS the Chapter has approved by Resolution _____ which is attached hereto as Attachment “A” an office to be used by the DALTCS; and

NOW THEREFORE the parties agree that the DALTCS may occupy and use the office space as described below, for the period as described below, and under the terms and conditions of this USE AGREEMENT. It is explicitly understood that this is an agreement for use of a Navajo Nation resource between two governmental entities of the Navajo Nation, that it in no way involves the alienation or demise of any interest in real property held in trust for the Navajo Nation, and that it does not create a possessory interest by any party not already in possession in any real property that is held in trust for the Navajo Nation, and therefore, that it is not a lease as defined and governed under the provision of 25 CFR 162 et seq.

I. THE SPACE COVERED BY THIS AGREEMENT

The space which is covered by this USE AGREEMENT is an area of approximately _____ square feet in the _____ located in _____.

The drawings and specifications for this space are attached to this USE AGREEMENT as “Attachment B” and are incorporated herein by reference and made a part of this USE AGREEMENT.

II. TERM OF USE

The DALTCS will occupy the premises for a period of one year beginning on [enter date] and ending on [enter date]. There is an option to extend the term in one year increments. The DALTCS shall exercise said option by giving written notice thereof to the

CHAPTER at least two (2) months prior to the expiration of the use term. Either party may terminate this USE AGREEMENT at any time provided that three (3) months written notice is given.

III. COMPENSATION FOR USE AND UTILITIES

- A. Except as provided in subsection C below, as consideration for the use of the Premises, DALTCS agrees to pay CHAPTER [written dollar amount] Dollars (\$_____) per month.
- B. **UTILITY SERVICES.** Unless otherwise agreed, the DALTCS shall pay for all utilities, including but not limited to: water, sewer, electricity, waste disposal, gas/propane, and telecommunications infrastructure.
- C. **IN-KIND CONTRIBUTION.** Any reduced payment shall be considered as the CHAPTER's in-kind contribution.

IV. FIXTURES AND PERSONAL PROPERTY

Trade fixtures, signs, and personal property not permanently affixed to the property shall remain the property of the DALTCS and the DALTCS shall have the right to remove such fixtures and property. Any improvements to the property, excluding personal property and trade fixtures, shall become a part of the property and will remain under the control of the CHAPTER at the termination of this USE AGREEMENT unless the CHAPTER notifies the DALTCS that it wishes to have such improvements removed by, and at the expense of, the DALTCS. Should such notice be given, the DALTCS will not only remove the improvements, but will restore the premises to its original condition as determined by the CHAPTER.

V. REPAIRS AND MAINTENANCE

The CHAPTER shall maintain and keep in good condition the roof, exterior walls, structural parts of the premises, the fire protection system, structural floor, pipes and conduits outside the premises for furnishing various utilities to the premises, including but not limited to: utility meters, pipes, conduits, as well as fixtures, signs, locks, closing devices, window sashes, cases, doors and door frames, floor covering, and all internal and external glass. The CHAPTER will not be responsible for damage to these items which is caused by the negligence or intentional conduct of the DALTCS, nor will it be responsible for consequential damages sustained by the DALTCS from the failure of items to be maintained by the CHAPTER unless the DALTCS, when aware of the failure of these items, has given notice of the failure to the CHAPTER.

DALTCS agrees to allow the CHAPTER and/or any and all officials of any regulatory agency permission to enter the premises at any time during regular business hours for the

purpose of carrying out any and all inspections related to the regulatory process, to make any repairs, alterations, and/or improvements, as required by any duly authorized regulatory agency.

VI. RIGHT TO MAKE ALTERATIONS

Subject to the approval of the CHAPTER, such approval shall not be unreasonably withheld; the DALTCS may make such alterations to the premises as are consistent with the character of the Chapter Office Building, and the structure of the space. Prior to commencing such alterations, the DALTCS must have the written permission of the CHAPTER, including its approval of all plans and specifications, materials, architects and engineers, contractors, and craftspeople, which are to make the alterations.

VII. CONDUCT OF BUSINESS

The DALTCS, under the terms and conditions of this USE AGREEMENT will use the premises solely and exclusively for conducting the business of the Division of Health of the Navajo Nation, and will not permit the premises to be used for any other purpose, or by any party other than the DALTCS, without the written permission of the CHAPTER. In the conduct of such business, the DALTCS will keep the premises neat, clean, and fully accessible as determined and required by the CHAPTER.

VIII. SIGNS

All signs of any type to be utilized by the DALTCS must have the prior written approval of the CHAPTER. All signs must be installed at the sole expense of the DALTCS and must be removed at the sole expense of the DALTCS at the termination of its occupancy of the premises.

IX. CHAPTER'S RIGHT TO CONDUCT BUSINESS

It is understood that this USE AGREEMENT does not limit in anyway the ability of the CHAPTER to promote the best use and interest of the Chapter Office Building, to modify or alter the physical configurations of the Chapter Office Building, or to substitute, promote, limit, or eliminate, any activity currently conducted within the Chapter Office Building.

X. NOTICES

Any and all notices required to be given under this Agreement shall be given in writing by ordinary mail and will be deemed given as of the date on which they are post marked. Notices, and copies thereof, must be sent to the addresses given in the first paragraph of the USE AGREEMENT with copies to:

Lucinda Martin, Health Services Administrator
Post Office Box 1390
Window Rock, ARIZONA 86515

_____, Chapter President

_____ Chapter

_____, Chapter Manager/CSC

_____ Chapter

XI. INTEGRATED DOCUMENT

It is understood that this USE AGREEMENT is a final and fully integrated document that represents the complete agreement of the parties and supersedes any and all other agreements, whether written or oral, governing the use of the Premises.

XII. NO WAIVER

The acceptance of performance, or failure to object to, any breach, default, or failure of performance under the terms of this USE AGREEMENT shall not constitute as a waiver of the right to demand performance under this Agreement as specified in the Agreement.

XIII. DISPUTES

The parties affirm that each are governmental units of the Navajo Nation and are governed by all laws of the Navajo Nation. Any and all disputes will be addressed by the Chapter President and the Division Director.

XIV. SOVERIEGN IMMUNITY

Nothing in this USE AGREEMENT shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation and of either party.

XV. AMENDMENTS

This USE AGREEMENT may be amended upon written consent of both parties.

IN WITNESS WHEREOF, we the undersigned enter into this USE AGREEMENT.

FOR _____ CHAPTER:

FOR NAVAJO DEPARTMENT OF HEALTH

Name, Chapter President

Dr. Jill Jim, Executive Director

Date: _____

Date: _____

The Navajo Nation Department of Justice has reviewed and approved this USE AGREEMENT.

Name, Title

Date: _____