

**INTRAGOVERNMENTAL
PARTNERSHIP AGREEMENT
BETWEEN _____ CHAPTER AND
NAVAJO AREA AGENCY ON AGING**

This INTRAGOVERNMENTAL PARTNERSHIP AGREEMENT (hereinafter "AGREEMENT") is made and entered into between the _____ CHAPTER, a political subdivision of the Navajo Nation (hereinafter called "CHAPTER"), and NAVAJO AREA AGENCY ON AGING (hereinafter "NAAA"), an agency on the NAVAJO DIVISION OF HEALTH.

WHEREAS the CHAPTER is a political subdivision of the Navajo Nation, formed and existing under the laws of the Navajo Nation, which currently has facilities and premises available for elderly related community-based services and programs located on a portion of lands withdrawn by Navajo Nation for CHAPTER use, but still a part of the Navajo Nation; and

WHEREAS the CHAPTER has approved by Resolution, which is attached hereto as Exhibit "A," a Senior Center Building to be operated for the provision of elderly related community-based services and programs as set forth in the Older Americans Act of 1965 as amended in 2006, and said _____ SENIOR CENTER BUILDING is located on Navajo Nation property under the custody and control of the CHAPTER; and

WHEREAS the CHAPTER has a need for elderly related community-based services and programs; and

WHEREAS NAAA is a Navajo Nation agency under the NAVAJO DIVISION OF HEALTH in need of facilities and premises for providing elderly related community-based services and programs of the CHAPTER, these programs and services fulfilling an essential purpose of the government of the Navajo Nation, and

WHEREAS the purpose of this AGREEMENT is to provide elderly related community-based services and programs within the CHAPTER Community and the Navajo Nation;

NOW THEREFORE, for and in consideration of the mutual benefit to both parties, the parties hereby agree to the following:

I. Responsibilities of the Parties

- A. The CHAPTER shall allow for the independent operation of the _____ SENIOR CENTER under the supervision of the Senior Center Supervisor of NAAA

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- B. The parties agree that the _____ SENIOR CENTER shall at all times be operated in accordance with the accepted professional practices, policies, and procedures for the provision of services to the senior citizens in accordance with applicable Navajo Nation and federal laws.
- C. The parties agree that NAAA and the Older Americans Act of 1965 as amended in 2006 shall have regulatory authority over the _____ SENIOR CENTER and may conduct on-site monitoring to ensure compliance with all applicable Navajo Nation and federal laws (and any other applicable rules, regulations, policies or requirements). The NAAA agrees to allow the CHAPTER and/or authorized officials of any regulatory agency – with a three (3) day notification – to enter the premises during regular business hours for the purpose of carrying out any and all required inspections related to regulatory processes, or to make any repairs, alterations, and/or improvements; unless the CHAPTER has a reasonable justified emergency purpose, then the CHAPTER shall be allowed to enter the premises without a three (3) day notification, but must first contact the NAAA.
- D. The parties shall be jointly responsible for ensuring that the _____ SENIOR CENTER, equipment and property remain safe and secure. (This section may shift responsibility to one party if appropriate)
- E. The parties shall provide technical assistance to each other as necessary, and to hold joint trainings and other meetings on matters pertinent to the operation of the _____ SENIOR CENTER.
- F. The parties shall use their best efforts to implement the recommendations of the local NAAA, Senior Center Advisory Committee on Aging (SCACoA), and Community, provided that any recommended changes shall be in accordance with all applicable laws, rules, regulations, policies, and requirements under this AGREEMENT.
- G. The Parties agree to jointly and collaboratively provide outreach activities to increase participation and use of the NAAA, and to diligently work together to expand and improve elderly related community-based services and programs.

II. Funding and Contributions of the Parties

- A. NAAA shall provide to the CHAPTER elderly related community-based services and programs funded by the Navajo Nation, state and/or federal Older Americans Act of 1965, and shall manage said funds in accordance with all applicable Navajo Nation, state and/or federal laws, regulations, rules and policies, and all contractual requirements of any grant agreements.

- B. The CHAPTER [and/or NAAA] shall assume responsibility and ensure timely payment of all expenses for electricity, water (including waste water), telephone, waste disposal, and any propane/gas used in facilities and premises occupied by NAAA. [The Chapter and NAAA agree to utilize the attached Cost-Share worksheet as shown in Exhibit "C."] To the extent that facilities are shared by NAAA and the CHAPTER or other entities, the responsibility of the NAAA, including all appropriate payments for electricity, water (including waste water), telephone, waste disposal, and any propane/gas shall be determined on a pro-rata basis, which will be based on the percentage use of shared facilities and premises and expenses as shown by formal records kept by NAAA and approved by the CHAPTER.
- C. The CHAPTER shall provide as an in-kind contribution CHAPTER facilities and premises for use by the _____ SENIOR CENTER and NAAA and shall provide other in-kind contribution as necessary to prevent closure of the _____ SENIOR CENTER due to any noncompliance of the CHAPTER facilities and premises with applicable environmental, safety or health regulations of requirements. Said contributions include, but not limited to, technical guidance, building materials, manpower and funds.
- D. The parties understand that the obligations pursuant to this AGREEMENT are contingent upon the availability, appropriations, and securing of necessary funds from the United States government, the relevant state and/or the Navajo Nation. In the event of any shortfall in anticipated funding, the parties shall work together in good faith to make budgetary adjustments – as reasonably possible – to continue to provide high-quality elderly related community-based services and programs in a safe and secure facilities.

III. Fixtures and Property

- A. All trade fixtures, signs, equipment and personal property purchased for the operation of the _____ SENIOR CENTER and not permanently affixed to the property shall remain the property of NAAA, and NAAA shall have the right to remove such property. Any equipment, personal property or trade fixture provided by the CHAPTER for use by the _____ SENIOR CENTER shall remain the property of the CHAPTER. Any improvements to the property, excluding personal property and trade fixtures, shall become part of the property and will remain under the control, care and safekeeping of the CHAPTER at the termination of this AGREEMENT, unless the CHAPTER notifies NAAA that it wishes to have such improvements removed by, and at the expense of, NAAA within thirty (30) days of the termination of the occupancy. Should such notice be given, NAAA will remove the improvements and restore the premises to the original condition as determined by agreement of the parties.

B. The NAAA shall be responsible for any necessary repairs or replacement of any damaged, destroyed, or stolen equipment or property within its dominion or control pursuant to this AGREEMENT. This includes, but not limited to, fixtures, trade signs, locks, closing devices, window sashes, cases, doors, and door frames, floor coverings, and all internal and external glass.

C. The CHAPTER shall maintain and keep in good condition the roof, exterior walls, necessary structural components of the premises, fire protection system, (structural) floors, pipes, conduits, and utility meters outside of the NAAA's premises for furnishing various utilities. The CHAPTER will not be responsible for damage to these items, which is caused by negligence or intentional conduct of the NAAA, nor will it be responsible for the consequential damages sustained by the NAAA from the failure of items to be maintained by the CHAPTER unless the NAAA, when aware of the failure of these items to be maintained by the CHAPTER, has given notice of the failure to the CHAPTER. If the equipment or property was damaged, destroyed or stolen as a result of the negligence of either party, the negligent party shall be solely responsible for the repair or replacement of the equipment or property.

IV. Personnel and Disciplinary Actions

Each party is solely responsible and has authority for the recruitment, employment and issuance of any disciplinary action for its own personnel in accordance with Navajo Nation Personnel Policies Manual and other Navajo Nation laws and regulations. Any neither party shall interfere with any employment related decision made by the other party.

V. Key Contacts

The parties hereby designate the Community Service Coordinator on behalf of the CHAPTER and the SENIOR CENTER SUPERVISOR on behalf of NAAA to be the key contact persons responsible for all matters pertinent to the operation of the _____ SENIOR CENTER and the provisions of elderly related and community-based services and programs.

_____, Senior Center Supervisor P.O. Box City, State, Zip

_____, Chapter Service Coordinator P.O. Box City, State, Zip

VI. Description of Property

The facilities and premises to be occupied and used by the _____ SENIOR CENTER and NAAA are in an area approximately _____ square feet in _____ located

in (Chapter Community), Navajo Nation, and further identified by drawings and specifications attached to this AGREEMENT as Exhibit "C," incorporated herein as part of this AGREEMENT.

VII. Period of Occupancy

Beginning on _____, 2011, the NAAA will occupy the facilities and premises described in Section VI and shown in Exhibit "B," and will continue said occupancy until this AGREEMENT is terminated on _____, 2012, or by either party with a minimum of sixty (60) days advance written notice to either party.

VIII. Necessity of Keeping Records

Both parties agree that each will maintain pertinent records and documents and keep such records for at least **three (3) years** to meet any Navajo Nation, state or federal financial, audit or fiscal requirements.

IX. Conduct of Business

NAAA, under the terms and conditions of this AGREEMENT, will use the premises solely and exclusively for the provisions of elderly related community-based services and programs as set forth in the Older Americans Act of 1965 as amended in 2006 and will not permit the premises to be used for any other purpose, or by any other party than NAAA, without the written permission of the CHAPTER. It is understood that this AGREEMENT does not limit in anyway the ability of the CHAPTER to promote the best use and interest of facilities and premises in its control, to modify or alter the physical configuration of facilities and premises in its control, or to substitute, promote, limit, or eliminate any activity currently conducted within facilities and premises it controls; provided that any such change made by the CHAPTER shall not violate any Navajo Nation, state, or federal law or legal requirement for the operation of the _____ SENIOR CENTER.

X. Agreement Not a Lease

It is explicitly understood by the parties that this is an AGREEMENT for the use of Navajo Nation property in the exchange for a provision of services, and is made between two governmental units of the Navajo Nation. Moreover, this AGREEMENT in no way involves, causes, or effects the alienation or demise of any interest in real property held in trust for the Navajo Nation. This AGREEMENT does not create a possessory interest by any party not already in possession of any real property that is held in trust by the Navajo Nation. And this AGREEMENT is not a lease as defined and governed under the provisions of 25 U.S.C. § 415 *et seq.* or 25 C.F.R. § 162 *et seq.*

XI. Insurance and Liability

This AGREEMENT is not intended to shift the liability of any party to the other party. The parties to this agreement retain whatever liability they would possess for their present and future acts or failures to act without the existence of the AGREEMENT, in accordance with applicable Navajo Nation law. Both parties agree to obtain and keep adequate insurance, including any and all insurance necessary to protect each party's respective interest, personnel, property and liabilities.

XII. Integrated Document

It is understood that this 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, in regard to the rights and obligations of the parties pursuant to this AGREEMENT.

XIII. No Waivers

The acceptance of performance, or failure to object any breach, default, or failure of performance to the terms of this AGREEMENT shall not constitute a waiver of the right to demand performance pursuant to the terms of this AGREEMENT.

XIV. Amendments

The terms of this AGREEMENT may be amended upon mutual written consent of the parties and concurrence of the Navajo Nation Department of Justice. The key contacts of the parties shall confer on an annual basis, by no later than June 30 of each year, to determine if any amendments or modifications to the AGREEMENT are necessary.

XV. Disputes

The parties agree that, as agencies and/or entities of the Navajo Nation, they are governed by the laws of the Navajo Nation, that any unresolved disputes shall be settled administratively by the Office of Hearings and Appeals, and that both parties shall abide by the decision of the Hearing Officer.

XVI. Rights of Other Parties

Nothing in this AGREEMENT shall be interpreted to create any rights in any persons or party not a signatory to this AGREEMENT.

XVII. Sovereign Immunity

Nothing in this AGREEMENT shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation in any manner whatsoever.

IN WITNESS WHEREOF, we the undersign, representing the interest of NAVAJO AREA AGENCY ON AGING and the _____ CHAPTER respectively, hereby sign this INTRAGOVERNMENTAL PARTNERSHIP AGREEMENT for the mutual benefit of both parties.

Motioned by: _____

Seconded by: _____

Vote: ____ in favor ____ opposed ____ abstained

Date of approval: _____

For _____ CHAPTER

For NAVAJO AREA AGENCY ON AGING:

Honorable _____, President

Rosalyn Curtis, Health Services Administrator
Navajo Area Agency on Aging
Navajo Division of Health

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Concurrence by Navajo Division of Health

Larry Curley, Division Director
Navajo Division of Health

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