



CENTRAL CONSOLIDATED SCHOOL DISTRICT

**District Administration Complex
P.O. Box 1199, Shiprock, NM 87420
US Hwy 64 Old High School Rd
Administration • 505-368-4984 • Fax 505-368-5232**

A Community of Learners Dedicated to Building Lives

FACILITY USE AGREEMENT Shiprock Office of Dine Youth October 17, 2017 through October 17, 2018

WHEREAS, on October 17, 2017, the School Board of Central Consolidated School District in opening meeting resolved to authorize its Superintendent to enter into a Facility Use Agreement with the Navajo Nation, Shiprock Office of Dine Youth (ODY), for the purpose of providing a youth and young adult recreation facility in the Shiprock area.

WHEREAS, the Navajo Nation, Shiprock Office of Dine Youth (ODY) is desirous of obtaining a youth and young adult recreation facility to provide recreational activities in the Shiprock Area.

IT IS THEREFORE AGREED, that commencing October 17, 2017 and continuing until October 17, 2018 or until the agreement is terminated, whichever occurs first; the Central Consolidated School District will make available to the Shiprock Office of Dine Youth (ODY) a recreational facility located at the Natoni Garnanez Gymnasium (A-Gym) when such facilities are not scheduled for Central Consolidated School sponsored events. Facilities will not be available the weekend before, during or the weekend after a holiday.

It is agreed and understood that the Shiprock Office of Dine Youth will abide by the added requirements to the Facility Use Agreement.

1. No sales of any kind (e.g. jewelry, raffles, food sale, admission, etc.).
2. Documentation submitted for all required trainings for all coaches.
3. Documentation submitted for all required training for all youth participates.
4. Any violations to requirements will cause termination of the Facility Use Agreement.

The facility mentioned shall be provided to the Shiprock Office of Dine Youth (ODY) with the understanding the Shiprock Office of Dine Youth (ODY) will pay Central Consolidated School District the sum of one dollar (\$1.00) per year rent for the facility.

It is agreed and understood by the parties that prior to October 31st of each ensuing year during which this Facility Use Agreement is in effect, a similarly calculated monthly unit cost or other equitably calculated cost or a pertinent rate increase will be negotiated and agreed to and will be in place, as agreed to in writing.

This Agreement may be canceled without cause on sixty (60) days' notice, in writing, by either of the parties hereto to the other party.

The facility, as owned by the Central Consolidated School District, will be carried on a continuing basis on the School District's property insurance, and the Shiprock Office of Dine Youth (ODY) herein agrees to be responsible for any and all injuries to persons on the leased property, including the building itself, caused by the negligent acts or omissions of Shiprock Office of Dine Youth (ODY) or its agents, volunteers, or employees, arising from the use of the facility.

Shiprock Office of Dine Youth (ODY) agrees to provide sufficient insurance to abide by the Hold Harmless and Indemnification Agreement required by Central Consolidated School District, with CCSD named as the co-insured for such purposes. Shiprock Office of Dine Youth (ODY) shall provide a copy of such policy of insurance, with coverage limits equivalent to those specified in the New Mexico Tort Claim to CCSD on request.

Shiprock Office of Dine Youth (ODY) shall be responsible for routine custodial services in the facility and Central Consolidated School District shall be responsible for routine maintenance of the facility.

It is agreed that the Shiprock Office of Dine Youth (ODY) will give approval to use the gym only to those who are directly associated with that program.

It is agreed that the facility may not be used for adult leagues whose proceeds does not go directly to the Shiprock Office of Dine Youth (ODY) program and that youth programs will not be replaced by adult programs.

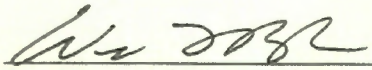
It is agreed that the Shiprock Office of Dine Youth (ODY) will provide a schedule to Central Consolidated School District Shiprock Administration Office and Facility Use Coordinator located at the Shiprock Administration Office A-Building with all activities for the month sponsored by ODY included on such schedule. It is further agreed that the program director of ODY will verify that all scheduled events are for the direct benefit of ODY programs by signing a statement to this fact on the schedule given to the District. A facility use agreement will be submitted for each event organized by the Shiprock Office of Dine Youth (ODY) at least two weeks prior to any planned event. Central Consolidated School District will make every attempt to honor such facility use requests and will be held harmless if another organization or group has already reserved the space.

Shiprock Office of Dine Youth (ODY) Development agrees that it will not make copies of any keys provided to it and only authorized program directors will have a key and will safeguard such keys.

WHEREFORE, the parties indicate their agreement that the facility so described and owned by Central Consolidated School District be utilized by the Shiprock Office of Dine Youth (ODY) for the exclusive purpose of providing recreational and educational programs and for no other purpose, which includes no charging admission and/or no operating concessions and by affixing their signature hereto agree to terms and conditions and declare their intent to establish this Facility Use Agreement. This agreement shall terminate automatically and revert to CCSD in the event the facilities are used for purposes inconsistent with this agreement.

By: Dr. Colleen W. Bowman
Superintendent
Central Consolidated School District

Date



By: Wetona L. Becenti
Program Supervisor
Shiprock Office of Dine Youth

10/04/17

Date