



DINÉ COLLEGE

THE HIGHER EDUCATION INSTITUTION OF THE NAVAJO

MEMORANDUM OF LEASE AGREEMENT

DINÉ COLLEGE AND DILKON CHAPTER

This Memorandum of Lease Agreement (the “Memorandum”) made and entered by and between Dilkon Chapter (herein, the “Lessor”) and Diné College (herein, the “Lessee”) shall be effective on the date executed by both entities.

Recitals

- A. Lessor and Lessee are both entities of the Navajo Nation and have authority to enter into this Memorandum.
- B. Diné College is committed to advancing the success of every student and making education affordable and accessible.
- C. The COVID-19 pandemic required Diné College to implement distance learning and online capabilities for current and upcoming semesters. As the Navajo Nation responds to Covid-19, it is apparent that classrooms learning models are not enough to catch up to the learning that was lost this spring due to the on-going pandemic.
- D. Strategically situated micro-campuses throughout the Navajo Nation can help make up some of lost learning. Such micro-campuses will be capable of assisting Navajo students from k-12 and those enrolled in post-secondary education institutions.
- E. Lessor and Lessee desire to execute this Memorandum to allow Lessee to utilize the building and fenced-in area formerly used by Lessor to the Navajo Nation Headstart in Dilkon, AZ, 35.387461, -110.322261, and herein referred to as the “Leased Premises.” Lessor hereby leases to Lessee the Leased Premises.

Agreement

NOW THEREFORE, the consideration of rents and covenants provided for in this Memorandum to be paid and performed by Lessee, Lessor does hereby lease to Lessee the Leased Premises on the terms and subject to the conditions set forth in this Memorandum as follows:

1. Term

The initial term of the lease shall be for a period of four years beginning on October 1, 2022, and ending on September 30, 2026. The lease of the Leased Premises shall automatically renew for another term on the same terms and conditions unless either party gives the other party four (4) months prior notice of nonrenewal.

2. Rental

Lessee shall pay Lessor no rent, but will commit to provide educational services to the community for the first four years. After this time, the College will negotiate with the Chapter a rent amount, if any. In the event that the Leased Premises is no longer available for lease to the Lessee for whatever reason, the Lessee shall no longer be obligated to provide the service and this Memorandum shall terminate.

3. Cancellation

This Memorandum may be canceled by either party upon sixty (60) days prior written notice to the other party. Upon such cancellation, all obligations and responsibilities of each party shall cease.

4. Obligations and Responsibilities of the Parties

- a) Lessor. Lessor shall provide Lessee with full access to the Leased Premises and shall allow Lessee to erect signage in connection with the micro-campus purposes. Lessor shall assist Lessee, if necessary, to transfer utility services to the Leased Premises in the account of the Lessee. During the term of this Memorandum, the Lessor shall not be responsible nor liable for any repairs or maintenance of the Leased Premises.
- b) Lessee. Lessee shall establish and operate a micro-campus utilizing the Leased Premises and Lessee will provide internet access, a professional tutor, web conference enabled rooms and other necessary technology determined appropriate solely in the discretion of Lessee. Through this micro-campus, Lessee can assist Navajo students from k-12 and those enrolled in post-secondary education. In addition, Lessee agrees to provide other program services in collaboration with Dilkon Chapter. Lessor shall have emergency access to the Leased Premises. Lessee shall be responsible for all utilities services for the Leased Premises and shall make arrangement to switch such utilities under the account of the Lessee. In addition, Lessee shall assume responsibility for all operations and maintenance of the Leased Premises during the term of this Memorandum.

5. Improvements

All improvements and repairs costs shall be the responsibility of the Lessee with community support from the Lessor. Use of such improvement shall be at the sole discretion of Lessee. Lessee will perform the following improvements and repairs, but not limited to, in order to install equipment necessary to establish and operate the micro-campus.

- a) Renovations and Repairs Construction
- b) IT Installation
 - 1) IT set up and maintenance will be assumed by the College
 - 2) Building and Area Set up
 - 3) Wall penetration for cables
 - 4) Install telephones
 - 5) Internet and/or layer 2 network demarcation for service provider
 - 6) Network switch, firewall, UPS and wireless access installation
 - 7) Install security cameras

6. Notices

For purposes of effecting any notice required under this Memorandum, such notice shall be given at the following addresses.

To Lessor:

Dilkon Chapter
HCR 63 Box E
Winslow, Arizona 86047
Phone: (928) 657-8100

To Lessee:

Diné College
Office of the President
P.O. Box C08
Tsaile, AZ 86556
Phone: (928) 724-6669

7. Governing Law and Dispute Resolution

This Memorandum shall be construed, interpreted and governed by the laws of the Navajo Nation. Lessor and Lessee shall utilize the Navajo Nation Peacemaking Program to resolve any dispute arising under this Memorandum.

8. Modification

Any modification to this Memorandum shall be in writing and agreed to by both parties.

9. Entire Agreement

This Memorandum constitutes the entire agreement between the Lessor and Lessee and no oral agreements shall be valid and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have subscribed their names.

DINÉ COLLEGE BOARD OF REGENTS ACTING FOR AND ON BEHALF OF DINÉ COLLEGE:

Greg H. Bigman, President
Diné College Board of Regents

Date

Dr. Charles Roessel, President
Diné College

Date

FOR THE DILKON CHAPTER:

L L S

Lorenzo Lee, Chapter President

Date

Margie Barton

Margie Barton, Chapter Manager

Date