

## Cooperative Agreement for University of Idaho Extension Programs

This cooperative agreement is effective the date of last signature and is between Kootenai County ("County"), a political subdivision of the State of Idaho, and the Regents of the University of Idaho, a public university of the state of Idaho ("University") to promote and provide cooperative extension programs ("Extension Programs") as mandated by federal and state law.

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University and County enter into this Cooperation Agreement to set out the nature of the Extension Program and the relationship of the parties.

University is the land-grant university in the state of Idaho, as authorized by the federal Morrill Acts of 1862 (7 U.S.C. §§301-308 and U.S.C. §§321-329), and the state of Idaho approved that Act, specifically:

*The assent of the legislature of the state of Idaho is hereby given to all the provisions of an act of Congress, approved July 2, 1862, entitled, "An act donating public lands to the several states which may provide colleges for the benefit of agriculture and the mechanic arts," and the acts amendatory thereof and supplementary thereto. (I.C. § 33-2901)*

The federal Smith-Lever Act of 1914 (7 U.S.C. §§341-349) established Extension Services, a collaboration of the U.S. Department of Agriculture and the land-grant universities, and the state of Idaho approved that Act, specifically:

*The state board of education and board of regents of the University of Idaho are authorized and empowered to receive the grants of money appropriated under such act, and to organize and conduct agricultural extension work which shall be carried on in connection with the terms and conditions expressed in the act of Congress aforesaid; and the treasurer of the state board of education and board of regents of the University of Idaho is hereby designated as the officer to whom all moneys granted to the state of Idaho under said act shall be paid. (I.C. § 33-2904)*

The Idaho Legislature has established an extension service and has enabled Idaho's various counties to become a cooperative collaborator in promoting Extension Services, specifically:

*The board of county commissioners of the several counties within the state of Idaho are hereby authorized and empowered to provide funds for demonstration work in agriculture and home economics within said counties and for the employment of extension agents in agriculture and home economics in cooperation with the University of Idaho and the United States department of agriculture; and board of regents of the University of Idaho to receive the grants of money appropriated under said act and to organize and conduct agricultural extension work which shall be carried on in connection with the college of agriculture of the state university in accordance with the terms and conditions expressed in the said act of Congress. (IC §31-839)*

Extension programs are developed in response to local needs, based on advice from a County Extension Advisory Committee, County Commissioners, and other appropriate partners.

University and County therefore agree as follows:

**1. Term and Renewal.**

This agreement shall govern Extension Programs during fiscal year 2025-2026 beginning October 1, 2025 and ending at 11:59pm on September 30, 2026 ("Term").

**2. Extension Programs.**

University shall provide and administer Extension Programs within County. Extension Programs are directed at improving the quality of life for people in County, enhancing economic opportunity within County, and sustaining the natural resources of County. Educational activities, field days, local leadership development, training schools, etc., are part of Extension Programs are acceptable expenses for reimbursement from the operating budget provided by County (see Appendix A).

**3. Operating Budget.**

- a. County shall provide the University the sum of \$165,272.67 to maintain and support the County Extension Office ("Contract Cost Limitation") according to the budget in **Appendix A**. The County shall pay the Contract Cost Limitation in four equal quarterly payments based on the payment schedule in **Appendix C**. An administrative fee, not to exceed three percent (3%) of the total budget shall be charged to the County by the University. The budgeting provisions of this agreement are subject to appropriation by the Kootenai County Board of Commissioners.
  - i. The University shall establish a budget (**Appendix A**) for the financial resources provided by the County, which budget shall include the administrative fee.
  - ii. In May of each fiscal year, the University shall provide to the County: (1) an annual report of expenditures for the budget and (2) a proposed budget for the next fiscal year.
  - iii. The University shall present in person quarterly activity reports to the County Commissioners.
  - iv. The University agrees that any and all amount budgeted but not spent at the end of the fiscal year shall be retained by University and used in support of the County Extension Office in the following fiscal year.
  - v. Any revenues generated through County Extension educational activities shall be deposited with the University and used in support of the County educational program.
  - vi. With prior approval of the County, University may re-budget between budget categories to ensure efficient program emphasis and financial management.
  - vii. Extension employees shall keep accurate and detailed records of expenses incurred in accordance with University fiscal procedures.
  - viii. The County will not furnish or purchase additional capital outlay for the Extension.
  - ix. The County will provide ongoing access to the Reprographic Center at rates consistent with other county departments. However, the County will not deliver any products to the premise. Instead, they must be picked up at Reprographics by Extension Staff.

**4. Extension Office Faculty.**

- a. Subject to policies, procedures, availability of funding, University shall provide and fund one or more University Extension Faculty assigned to perform Extension Programs within County, including, but not limited to the following positions: Family & Consumer Sciences, Forestry and 4-H Youth Development. University shall appoint one University employee to act as the Extension County Chair for County ("**Extension County Chair**").
  - b. Additional employees may be funded by University, County, or a combination of University and County, as may be mutually agreed and set forth below and subject to University funding, policies, and procedures. All University employees shall be governed by University policies and procedures. All County employees shall be governed by County policies and procedures.
5. **Extension Office Support Staff**
  - a. University shall recruit, hire and evaluate Extension office staff according to University personnel policies and procedures ("**University Extension Staff**"). The University Extension Staff shall be (i) University employees and employment is governed by University policies and procedures, and (ii) supervised by University.
6. **Facilities and Equipment.**
  - a. County shall provide facilities and equipment for use by University and county employees, as set forth in Appendix B (include in Appendix B a brief description and address of each provided facility, i.e. County Extension Office, address, office maintenance, equipment, supplies, and other operating expenses).
  - b. If this agreement is terminated, all equipment purchased or furnished by County or University for the benefit of County Extension Office, shall be returned to original purchaser/supplier, normal wear and tear expected.
7. **Coordination.**
  - a. The Extension County Chair, with the advice and consent of the University Extension District Directors and University Director of Extension, shall directly coordinate all Extension Programs, the operating budget, and the support staff, as allowed under the provisions of this agreement, within County in order to:
    - i. Help the residents of County analyze their problems, develop solutions, and thereby attain a richer and more satisfying life. Extension Programs shall be designed to render effective educational service and to stay within the total dollar amount of the above-recited operating budget;
    - ii. Manage the operating budget in accordance with generally accepted accounting principles.
8. **No Discrimination.** University and County shall provide Extension Programs to all segments of the County's population without discrimination based on race, color, sex, sexual orientation, sexual identity, age, disability, religion, or national origin.
9. **Equal Opportunity.** County and University shall comply with all applicable county, state, and federal laws and regulations concerning Equal Employment Opportunity.
10. **Liability.**
  - a. The Parties are governmental entities that are subject to statutory and constitutional restrictions concerning the acceptance of liability, including the Idaho Tort Claims Act.

It is the intention of the Parties that each will be responsible for its own negligent acts and omissions and those of its employees, officers, agents, and contractors. If the County is providing a County owned vehicle for University's use under this agreement, the Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903(2)(ii), states that each party's liability is secondary to the obligation of an insurer or indemnitor of any automobile or other vehicle not owned or leased by the Party.

- b. County shall promptly notify the University of Idaho Risk Manager at [risk@uidaho.edu](mailto:risk@uidaho.edu), or 208- 885-6177, of any claim it has knowledge of and shall cooperate fully with the University or its representatives in the defense of the same;
- c. The University shall promptly notify Kootenai County Risk Management, 451 N Government Way, Coeur d'Alene, ID 83814 of any claim it has knowledge of and shall cooperate fully with the County or its representatives in the defense of the same.

11. **Signatory Authority.** No person who is not an authorized signatory may enter into binding contract negotiations, or approve or execute a contract on behalf of University without explicit written permission from an authorized signatory. Those signing without such authority may incur personal liability, and/or may be subject to discipline by University, including termination.

12. **Severability.** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Agreement.

13. **Assignment.** This Agreement shall not be assigned by either party.

14. **Jurisdiction.** This agreement shall be governed and interpreted by the laws of the State of Idaho.

15. **Contacts.** Contact information for COUNTY and UNIVERSITY is noted below:

Contract Questions: UNIVERSITY	Contract Questions: COUNTY
Post Award University of Idaho 875 Perimeter Drive, MS 3020 Moscow, ID 83844-3020 <a href="mailto:postaward@uidaho.edu">postaward@uidaho.edu</a> 208-885-6651	Leighanna Keiser, Administrative Supervisor Kootenai County Board of Commissioners 451 N Government Way Coeur d' Alene, ID 83814 <a href="mailto:lkeiser@kcgov.us">lkeiser@kcgov.us</a> 208-446-1603
Financial Questions: UNIVERSITY	Financial Questions: COUNTY
Charity Buchert, Asst Dir CALS Financial Operations University of Idaho 875 Perimeter Drive MS 2335 Moscow, ID 83844-2335 <a href="mailto:charityb@uidaho.edu">charityb@uidaho.edu</a> 208-885-0168	Brandi Falcon, Finance Director Kootenai County 451 Government Way Coeur d' Alene, ID 83814 208-446- 1665
Extension County Chair	Programmatic Inquiries: University
Shelly Johnson 1250 W Ironwood, Suite 107 Coeur d'Alene, ID 83814 <a href="mailto:sjohnson@uidaho.edu">sjohnson@uidaho.edu</a> 208-292-2525	Rusty Gosz, District Director 1031 N Academic Way Coeur d' Alene, ID 83814 <a href="mailto:rgosz@uidaho.edu">rgosz@uidaho.edu</a> 405-714-2032

16. **Termination of Agreement.** Either party may terminate this agreement by giving the other party 90 days written notice. The party terminating this Agreement will be responsible for the non-terminating party's non-cancellable obligations incurred prior to the termination of this agreement including, but not limited to, any extra costs that may occur for employee benefits, including annual and sick leave, equipment leases, etc., for the remainder of the contract year.
17. **Modification of Agreement.** Any provision of this Agreement may be modified, dropped, or added upon the mutual agreement of both parties and included as a signed addendum to this Agreement.
18. **Final Agreement.** This written Agreement shall be binding and shall supersede prior oral Agreements.
19. **Reasonable Attorney Fees.** In any action to enforce this Agreement or to declare a forfeiture or termination, reasonable attorney fees shall be awarded to the prevailing party.
20. **Electronic Signatures.** Electronic signatures are acceptable to all parties.
21. **Merger.** This agreement is the entire agreement between the parties and merges all prior discussions between the parties. Neither party shall be bound by any conditions, definitions, warranties, understandings, nor representations that are not expressly included in this agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

## COUNTY

This agreement was approved by the **KOOTENAI COUNTY BOARD OF COMMISSIONERS** at its regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

[Suggested signature blocks inserted below. But, County inserts required signature(s) according to its policies.]

**Board of County Commissioners**

**ATTEST:**

County Clerk

## UNIVERSITY

By: \_\_\_\_\_  
 Director, Office of Sponsored Programs  
*See date in signature*

**Appendix A**

**COUNTY EXTENSION BUDGET**

University of Idaho Extension, College of Agricultural & Life Sciences

Kootenai County

Year 2025-2026

**COUNTY EXTENSION BUDGET**

University of Idaho Extension, College of Agricultural & Life Sciences

Kootenai County

Year 2025-2026

	<b>Requested Budget (\$)</b>	<b>Adjustments (\$)</b>	<b>Final Budget (\$)</b>
<b>A. Salaries and Wages:</b>			
Staff (List by Name or Position):			
4-H Program Coordinator, .5FTE, Vacant	22,204.00		22,204.00
Administrative Coordinator, 1FTE, Jennifer Kay	46,675.20		46,675.20
Master Gardener Coordinator, Kara Carleton	27,855.36		27,855.36
<b>Fringe (Staff: 36.7%)</b>			
4-H Program Coordinator, 36.7%, Vacant	8,148.87		8,148.87
Administrative Coordinator, 36.7%, Jennifer Kay	17,129.80		17,129.80
Master Gardner Coordinator, 36.7%, Kara Carleton	10,222.92		10,222.92
Extension Educator's Salary Transfer to University of Idaho	3,000.00		3,000.00
<b>TOTAL A</b>	<b>135,236.14</b>	<b>-</b>	<b>135,236.14</b>
<b>B. Other Expenses:</b>			
1. Mileage: (mileage reimbursement to travel to program locations using personal vehicle. Initial by name to approve budget.)			
Family & Consumer Programs, Shelly Johnson	3,000.00		3,000.00
Forestry Programs, Chris Schnepf:	3,000.00		3,000.00
4-H, Teresa Balderrama	3,000.00		3,000.00
4-H Program Coordinator, Vacant	1,500.00		1,500.00
Master Gardener, Kara Carleton	1,500.00		1,500.00
Administrative Assistant, Jennifer Kay	1,000.00		1,000.00

County Vehicles	-		-
2. Office Expenses:			-
Printing/Copying (\$400/per program)	1,200.00		1,200.00
Equipment Maintenance	1,287.00		1,287.00
Utilities	-		-
Supplies	4,500.00		4,500.00
Job Advertisement	300.00		300.00
Seminars/Registrations/Training	2,400.00		2,400.00
Postage (\$100 /per program)	400.00		400.00
Storage Unit, StoreLocal	2,272.00		2,272.00
			-
3. District Administrative Fee, 3% of total budget	4,677.53		4,677.53
<b>TOTAL B</b>	30,036.53	-	30,036.53
<b>TOTAL A and B</b>	165,272.67	-	165,272.67

**Appendix A (continued)**

**COUNTY EXTENSION AGREEMENT**

University of Idaho Extension, College of Agricultural & Life Sciences

This is to certify that the final budget for University of Idaho Extension in Kootenai County was approved by the  
KOOTENAI COUNTY BOARD OF COMMISSIONERS at its regular budget meeting on the \_\_\_\_\_  
day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk, Board of County Commissioners Date

(SEAL)

\_\_\_\_\_  
Chair, Board of County Commissioners Date

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In consideration of the County Extension Budget, University of Idaho Extension of the College of Agricultural and Life Sciences agrees to employ the following county Extension faculty to be stationed in Kootenai County. (Faculty sign below to indicate knowledge of final budget)

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Extension Educator	Date	Extension Educator	Date
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Extension Educator	Date	Extension Educator	Date
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Extension Educator	Date	Extension Educator	Date
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University of Idaho Extension further agrees to pay the remainder of the salary of such county Extension faculty when state and federal funds are available and to furnish supervision, assistance by specialists and other staff members, and to provide other services of the University of Idaho that are available for Extension educational programs.

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District Director	Date	Director, University of Idaho Extension	Date
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**Appendix B**

Description and address of each provided facility, i.e. County Extension Office, address, furnishings, equipment, office supplies, and other personal property, for use by the Extension Office and the owner (County or University)

Description of Property	Owner
Suite 107, 1250 Ironwood Drive used exclusively for the UI Extension Program: <ul style="list-style-type: none"> <li>• Suite includes rooms for offices, reception, work areas and storage.</li> </ul> (see attached copy of the lease agreement for specifics)	Leased by County
[list other significant personal property provided by the county or the university here, including the owner of the property]  All computers, printers, copiers, projectors, postage machines, etc. are cataloged and inventoried as University of Idaho property and will be maintained or replaced using UI accounts.	University

UI Extension MOU

**Appendix C**

**Payment Schedule**

County should remit payment to the University in accordance with Section 3 on or before the dates listed below.

- 12/31/2025
- 3/31/2026
- 6/30/2026
- 9/30/2026

**LEASE AGREEMENT**

In this agreement of lease, made and entered into by and between GLACIER 1250 IRONWOOD, LLC, 2100 Northwest Boulevard, Suite 350, Coeur d'Alene, Idaho 83814, hereafter called the OWNER; and BOARD OF KOOTENAI COUNTY COMMISSIONERS, A GOVERNMENTAL SUBDIVISION OF THE STATE OF IDAHO, hereafter called the TENANT, agree as follows:

1. **PREMISES** The OWNER agrees to lease and the TENANT agrees to accept a commercial space approximately 1,214 square feet, per Exhibit A, in a commercial building known as 1250 Ironwood Drive, Suite 107, Coeur d'Alene, Idaho.
  
2. **TERM and COMMENCEMENT** The term of this Lease is to be three (3) years and one (1) months, commencing on the day of occupancy (but no later than 30 days after the space is complete and ready for occupancy if the TENANT elects to defer move-in) and shall run for the balance of the first month plus three (3) years. The monthly rent shall be pro-rated from the day of occupancy until the end of the first calendar month.
  
3. **RENT** The rent shall be payable in monthly installments in advance on the first day of each month according to the following table. OWNER does not invoice for monthly rent.

<u>Term Years</u>	<u>Monthly Base Rent Amount</u>
7/01/24 – 7/31/24	\$0.00
8/01/24 – 7/31/25	\$3,030.00
8/01/25 – 7/31/26	\$3,030.00
8/01/26 – 7/31/27	\$3,030.00

4. **DEPOSIT** The TENANT agrees to deposit with the OWNER a sum of \$0.00 payable on the date this Lease is executed by the TENANT as security for the full performance of this Lease. However, TENANT and OWNER acknowledge that any damages and/or repairs resulting from TENANT's use, other than normal wear and tear (as more fully defined in the "Delivery, Acceptance and Surrender of Premises" paragraph of this Lease) will be at the sole cost of TENANT. The security deposit may be applied to any default in the rent or to any repairs, damage, key changes, or cleaning required by the TENANT'S occupancy. The remaining balance shall be refunded promptly by the OWNER at the end of the lease term.
  
5. **LATE CHARGES** The TENANT acknowledges that late payment by the TENANT to the OWNER of rent or other sum due hereunder will cause the OWNER to incur costs not contemplated by the Lease, the exact amount of which would be

extremely difficult and impractical to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on the OWNER by the terms of any mortgage or deed of trust covering the Premises. Therefore, in the event the TENANT should fail to pay the rent or other sum due within ten (10) days of the date due, the TENANT shall pay the OWNER as additional rent a late charge equal to 3% of the amount overdue. A \$25.00 charge will be paid by the TENANT to the OWNER for each returned check.

6. **BUSINESS** The TENANT shall occupy and use the Premises for general office use and for no other purpose without the written consent of the OWNER, which shall not be unreasonably withheld. In no event will the TENANT use the Premises for any purpose which is unlawful or a nuisance. Should TENANT's use of the Premises conflict with any neighboring uses in the building, OWNER has the right to terminate this Lease with thirty (30) days prior written notice.

7. **SERVICES** The OWNER shall pay for all expenses associated with the operation of the building except telephone, data and janitorial service in the TENANT space, and any remodeling the TENANT may desire. The OWNER shall pay electricity and gas (heating and cooling is limited to regular office hours, 5 days a week; night and weekend setbacks are standard policy), water, sewer, garbage disposal, janitorial in the public areas, parking lot, yard and ground maintenance, exterior and structural maintenance, heating and air conditioning maintenance and plumbing maintenance, snow removal, de-icing, and parking lot maintenance.

8. **NO SMOKING POLICY** The 1250 Ironwood Drive office building and property is a no smoking facility/property. No persons shall smoke within the tenant suites, restrooms, atrium area, building entries or any other common building area or grounds.

9. **PETS/SERVICE ANIMALS** Pets are not permitted in or on the premises. Service animals trained to perform a specific task for the benefit of an individual with a disability, as defined under the American with Disabilities Act (ADA), are permitted full access to the premises as long as they stay leashed and/or under the control of their owner at all times. Pets providing emotional support do not meet the definition of Service Animal under the ADA and are therefore not permitted in or on the premises.

10. **SIGNS** The signing is standardized for the 1250 Ironwood Drive building and consequently the TENANT shall place no signs in the windows or on the outside walls. The door and directory signing (and any changes) shall be arranged by the OWNER to match the building standards, and the actual charges will be billed to the TENANT. TENANT is allowed one (1) line on interior and exterior directories.

TENANT acknowledges that they are not allowed to construct or install signage on the exterior or common areas of the building. Any signage installed without the direct

consent and approval from the OWNER can and will be removed by the OWNER. TENANT shall be allowed to manage the signage inside the Premises at TENANT's expense, acknowledging that any damage to the Premises may be withheld out of the Deposit.

11. KEYING The OWNER will provide eight (8) keys to TENANT's suite and eight (8) keys to building entry upon occupancy. Any additional keys shall be made at the expense of the TENANT. The building has a master keying system and re-keying of suite doors requires prior approval of the OWNER. Any such re-keying would then be the expense of the TENANT.

12. PARKING Staff and employees shall park in the outermost parking stalls. The management and enforcement of employee and staff parking shall be the responsibility of the TENANT. Specific parking stall assignments are not made by OWNER.

13. RESTRICTIONS ON USE If TENANT shall use the Premises in any manner that will increase risks covered by insurance on the Premises and result in an increase in the rate of insurance, the TENANT shall pay any such increase. TENANT shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the Premises, and shall comply with all requirements of the insurers applicable to the Premises necessary to keep in force the fire and liability insurance.

14. HAZARDOUS SUBSTANCES TENANT agrees that it will not keep on or around the leased Premises for use, disposal, treatment, generation, storage or sale, any substances designated as, or containing components designated as, hazardous, dangerous, toxic or harmful and/or which are subject to regulation as hazardous substances by any federal, state or local law. Small quantities of some compounds that are hazardous in large quantities may be allowable under the law. TENANT will be fully liable to OWNER for any and all clean-up costs and other charges imposed by any government authority with respect to TENANT's use, disposal, treatment, generation, storage and/or sale of hazardous substances, in or about the leased Premises. TENANT shall indemnify and save OWNER harmless from any costs incurred and/or assessed against OWNER as a result of TENANT's use, disposal, treatment, generation, storage and/or sale of hazardous substances.

15. MAINTENANCE The TENANT shall keep the Premises in neat and orderly condition. The TENANT shall not commit any waste nor allow any disfigurement to occur to the building in any way. Repairs due to negligence of the TENANT, its agents, employees, guests or customers shall be the responsibility of the TENANT at no cost to the OWNER. At the end of the term the TENANT agrees to return the Premises to the OWNER in as good a condition as they were at the beginning of the term, reasonable wear and tear excepted. All carpet floors shall be vacuumed weekly and cleaned semi-annually by the TENANT and cleaned upon vacancy of suite by TENANT. Carpet

protectors shall be used under all rolling chairs.

16. OUTSIDE APPEARANCE The TENANT specifically acknowledges the emphasis on a clean and tidy appearance requirement for the entire Ironwood district. Consequently, there shall be no outside storage for any overnight period.

17. FIXTURES The TENANTS may not make any alterations, additions, or changes without the prior written consent of the OWNER, and then only at the sole cost of the TENANT. Such consent shall not be unreasonably withheld. All fixed and permanent improvements by the TENANT shall become the property of the OWNER and shall be surrendered by the TENANT at the end of the term unless otherwise designated as personal property by the TENANT and mutually agreed to by the parties. Any damage caused by removal of personal property shall be repaired by the TENANT.

18. INSURANCE REQUIREMENTS

a) Fire and Insurance If the building is damaged or destroyed by fire, the OWNER will, within 30 days, advise the TENANT of intent to repair or rebuild the building. Any rebuilding shall be completed within 90 days. During the period of rebuilding, the rent will discontinue on a damaged area pro rata basis until the damaged part is ready for reoccupancy. The term of the Lease shall be extended by the period of reconstruction. In the event the building is not rebuilt, the Lease shall terminate and any unearned rent shall be refunded.

The OWNER shall carry fire and extended coverage insurance to protect its interest in the building but shall have no responsibility for the property or business of the TENANT on the Premises. If the TENANT desires insurance on any interest it may have in the Premises or any property located on the Premises, or business interruption insurance, it shall obtain such insurance at the TENANTS expense.

b) Public Liability and Personal Property Damage TENANT shall, at TENANT's expense, obtain and keep in force during the term of this Lease a policy of Comprehensive General Liability insurance utilizing an Insurance Services Office standard form with Broad Form General Liability Endorsement (GL0404), or equivalent, in an amount of not less than \$500,000.00 per occurrence of bodily injury and property damage arising out of the use, occupancy or maintenance of the Premises. Compliance with the above requirement shall not, however, limit the liability of the TENANT hereunder.

c) Insurance Policies TENANT shall deliver to OWNER copies of liability insurance policies required above, or certificates evidencing the existence and amounts of such insurance within seven (7) days after occupancy of Premises. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to OWNER. TENANT shall, at least thirty (30) days prior

to the expiration of such policies, furnish OWNER with renewals thereof. OWNER, upon request by TENANT, shall also provide TENANT with a copy of OWNER's liability policy.

19. WAIVER OF SUBROGATION RIGHTS In lieu of Waiver of Subrogation, TENANT agrees to list LANDLORD as a loss payee and certificate holder on TENANT's insurance policy and agrees to accept tender of defense until liability determination is made. These subrogation rights shall not relieve either party from acts or omissions which are intentional or are a result of gross negligence thereof or other liability not covered by insurance.

20. DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES The OWNER represents that the Premises are in fit condition for use by the TENANT on the occupancy date. The TENANT agrees to acknowledge acceptance of the space with an estoppel letter to the OWNER upon request. TENANT shall surrender the Premises at the end of the lease term, or any renewal thereof, in the same condition as when TENANT took possession, allowing for reasonable use and wear. Before delivery, TENANT shall remove all business signs placed on the Premises by the TENANT and restore the portion of the Premises on which they were placed to the same condition as when received, less normal wear and tear as reasonably expected during the Term.

21. ESTOPPEL CERTIFICATE The TENANT agrees to execute an estoppel agreement to any mortgagee of the OWNER certifying as to such facts specified (if true) and agreeing to the requested notice provisions.

22. SUBORDINATION TO MORTGAGE The TENANT agrees that this Lease agreement is subject and subordinate to any mortgage or deed of trust which may encumber the building. This clause is to be self-operative and no further instrument of subordination need be required by any mortgagee. OWNER will act in good faith to obtain a non-disturbance letter from any mortgagee.

23. HOLD HARMLESS TENANT shall not be liable to OWNER, or to OWNER's agents, servants, employees, customers or invitees for any damage to person or property caused by any act, omission or neglect of OWNER, and OWNER agrees to hold TENANT harmless from all claims for such damage. OWNER shall not be liable to TENANT, or to TENANT'S agents, servants, employees, customers, or invitees for any damage to person or property caused by any act, omission or neglect of TENANT, and TENANT agrees to hold OWNER harmless from all claims for any such damage.

24. ASSIGNMENT OR SUBLEASE The TENANT shall not sublet or assign any part of this Lease without the written consent of the OWNER. Such consent shall not be unreasonably withheld.

25. ACCESS The TENANT will allow the OWNER or his agents free access to the Premises with at least 24 hours' written notice except in the case of an emergency..

26. DEFAULT If the TENANT defaults in payment of rent for more than ten (10) days, or if the TENANT shall default in any of the covenants and conditions of this Lease for twenty (20) days, or if any petition shall be filed by or against TENANT to declare TENANT bankrupt or to delay, reduce or modify TENANT'S debts or obligations, this Lease shall be considered in default. In the event of such default, the OWNER shall give written notice to the TENANT and the TENANT shall have three (3) days to cure such default. In the event such default is not corrected, the OWNER may have any one or more of the following remedies in addition to all other rights and remedies provided by law unless such default is on covenants which cannot be corrected in three (3) days but TENANT is acting in good faith and pursues corrective action:

a) The OWNER shall be entitled to terminate the TENANT'S right of possession and to repossess the leased space without any further notice, all without terminating this Lease agreement. After due process of law, the OWNER may remove the possessions of the TENANT and store them at a place elected by the OWNER at the expense of the TENANT. The OWNER may sell anything of value according to the law and apply the proceeds to the Lease obligation and costs of this action.

b) The OWNER may act as agent for the TENANT and relet the space for the account of the TENANT for such rent and upon such terms as shall be satisfactory to the OWNER. For the purposes of such reletting, the OWNER is authorized to redecorate, or to make any changes to the leased space as may be necessary or convenient. If the OWNER is unsuccessful in reletting, or if such reletting is at a rent lower than this Lease agreement, the TENANT shall be responsible for any deficiency. In the event of reletting, the rent shall be first applied to any legal costs of the default action, then to the cost of reoccupying the space and storing the TENANTS goods, then to redecorating or any changes, then to any past rent due under the Lease, then any remainder shall be held by the OWNER and applied to any future rent or deficiency as may occur under this Lease, and any remainder at the end of this term shall be paid to the TENANT. Any deficiency from reletting shall be paid by the TENANT monthly.

c) It is agreed that this Lease is an obligation of the TENANT for the total value of the number of months of term times the monthly rental. The OWNER has an obligation to try to relet the leased Premises in good faith and to obtain a fair market rate, and in the event of reletting at a rental that is less than this Lease rent, the TENANT shall pay such current damages, herein called deficiency, to the OWNER monthly on the days on which the rent would have been payable under this Lease if the TENANT were still in possession, and the OWNER shall be entitled to recover from the TENANT each monthly deficiency as such deficiency shall arise. At any time after default by TENANT in failing to pay said deficiency, the OWNER shall be entitled to recover from the

TENANT, and the TENANT shall pay to the OWNER, on demand, as and for liquidated and agreed final damages for the TENANT'S default, an amount equal to the difference between the rent for the unexpired portion of the Lease term and the then fair and reasonable rental value of the leased property for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of default and the fair and reasonable rental value of the leased property for the period for which such installment was payable shall be discounted to the date of termination of this Lease at the rate of eight per cent per annum. If the leased property or any part thereof is relet by the OWNER for the unexpired term of this Lease, or any part thereof, before presentation of proof of such liquidated damages to the court, the amount of rent payable under such reletting shall be deemed prima facie to be the fair and reasonable rental value for the part or the whole of the leased property.

27. QUIET ENJOYMENT So long as the TENANT is not in default in the payment of its rent or any other obligation of this Lease or in the performance of any of the terms, covenants or conditions of the Lease, TENANT'S possession and rights and privileges under the Lease shall not be diminished by any mortgagee or any successor to the OWNER's interest in the property.

28. EFFECT OF HOLDING OVER If the TENANT should remain in the possession of the leased Premises after the expiration of this Lease term and without executing a new lease, such holding over shall be construed as a tenancy from month to month at a rent equal to 125% of the rent in this lease agreement subject to all of the conditions and obligations of this lease as would apply to month to month tenancy.

29. WAIVER Failure of the OWNER to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but OWNER shall have the right to declare any such default at any time thereafter.

30. ATTORNEY'S FEES In the event either party places the enforcement of this Lease agreement, or any part thereof, or the collection of any rent due, or to become due hereunder, or recovery of the possession of the leased Premises in the hands of an attorney, or files suit upon the same, the non-prevailing (or defaulting) party shall pay the other party's reasonable attorneys' fees and court costs.

31. LIENS The TENANT agrees to keep the Premises free from all liens and charges for any material or service supplied at its request.

32. BINDING EFFECT All provisions of this Lease shall apply to and be binding on the parties hereto, their successors, heirs, executors and assigns.

33. AUTHORITY The parties hereto warrant that they have the authority to commit

to this agreement.

34. CONDEMNATION If all, or any part of the subject property shall be taken by eminent domain, OWNER shall have the right to terminate this Lease by notice to TENANT, within thirty (30) days after the filing of such action. If this Lease is not terminated, the OWNER may restore the property within a reasonable time, and subject to requirements of any mortgage holder. If there is a taking of all, or any portion of said Premises, OWNER hereby reserves, and TENANT hereby grants, assigns, and transfers all right to, and interest in any award for the taking, including all payment for land, building, or improvements, including damages thereto, except any award exclusively made to TENANT for fixtures, relocation, or moving costs which do not detract from OWNER's award and compensation for all the real property. Even if OWNER terminates this Lease, the provisions regarding the rights to any compensation and award shall survive such termination.

35. NOTICE All notices shall be in writing addressed to either party at the address shown at the beginning of this Lease and shall be deemed to have been fully given when mailed by certified or registered U.S. mail or by e-mail with confirmation receipt. Any alternate address must be given in writing with at least 15 days notice.

36. COUNTERPARTS This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

37. NON-APPROPRIATION OF FUNDS Because Customer is a political subdivision of the State of Idaho, the following additional terms and conditions shall apply: Kootenai County's obligation to pay compensation due to us under this Agreement is subject to appropriations by Kootenai County's governing board to satisfy payment of such obligations. Kootenai County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, this Agreement shall terminate effective at the end of the fiscal year for which funds were appropriated and Kootenai County will not be obligated to make any payments under this Agreement beyond the amount appropriated, for payment obligations under the this Agreement, and non-appropriation shall in no way be considered a default or breach. Kootenai County will provide written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by Kootenai County's governing board. However, Kootenai County's failure to provide such notice shall not extend this Agreement into a fiscal year in which sufficient funds have not been appropriated, provided that Kootenai County shall pay any and all

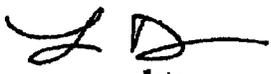
payments due up through the end of the last day of the fiscal year for which appropriations were made and shall pay for goods and services set forth under any Agreement for each month or part thereof that Kootenai County utilizes any such goods and services.

38. **RENEWAL OPTION** Provided the TENANT is not in default of this Lease, the TENANT shall have the option to renew this Lease for one (1) additional term of three (3) years with rent set at \$3,310.00 per month. The renewal option must be exercised and a new agreement executed ninety (90) days prior to the end of the initial term or the option will expire.

OWNER: GLACIER 1250  
IRONWOOD, LLC

TENANT: BOARD OF KOOTENAI  
COUNTY COMMISSIONERS, A  
GOVERNMENTAL SUBDIVISION OF  
THE STATE OF IDAHO

\_\_\_\_\_  
date  
Stephen F. Meyer  
(or)

  
\_\_\_\_\_  
date  
By: Leslie Demson, Commissioner - Signed 6/11/2024  
Its:

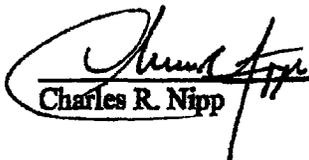
  
\_\_\_\_\_  
date 6.18.2024  
Charles R. Nipp

Exhibit A  
Approx. 1,214 Sq Ft know as Suite 107

