

**EXHIBIT A**  
**To Lease Agreement Between**  
**Community United Methodist Church (CUMC)**  
**and**  
**North Idaho College (NIC)**

**Preamble**

This Exhibit A is attached and made an integral part of the Lease Agreement dated May 1, 2017 between CUMC and NIC for their North Idaho Head Start Program.

**1. Contacts and Communications**

NIC and CUMC Contacts

Day-to-day communications between NIC and CUMC will be the primary responsibility of the following individuals:

NIC: Lead Instructor	CUMC: Katy Freer
Title	CUMC Office Administrator
Address	1470 W. Hanley Avenue
	Coeur d'Alene, ID 83815
Business Phone	(208) 765-8800
Cell Phone	Cell Phone

Communications related to contractual matters will be the primary responsibility of the following:

NIC: Beth Ann Fuller	CUMC: Mike Delles
Director, NIC Head Start	CUMC President, Board of Trustees
411 N. 15 <sup>th</sup> Street	1470 W. Hanley Avenue
Coeur d'Alene, ID 83814	Coeur d'Alene, ID 83815
(208) 666-6755	(208) 585-1383

Others who assume the roles designated by the above individual's titles will become the current primary contacts for this Lease Agreement.

Coordination Meetings

The individuals listed above shall meet on a regular basis at a frequency, time and location agreed to between them but shall do so no less than quarterly. The purpose of these meetings will be to discuss the ongoing operations of the Head Start Program at the Community United Methodist Church, to address any issues or concerns, and to build strong working relationships.

## 2. Portion of CUMC Building and Grounds for Use by NIC (the Premises)

The following areas of CUMC's building and grounds are designated for use by NIC for the sole purpose of conducting a Head Start Program in the northwest portion of Coeur d'Alene, Idaho during the months, days and Hours of Operation described in Section 4 of this Exhibit A.

### Non-Exclusive Use of Building (Approximately 2,580 Square Feet)

Room 51 Excluding Office - Approximately 310 square feet (see below for description of office for exclusive use by NIC).

Room 52 - Approximately 410 square feet

Restroom (between Room 51 and Room 52) - Approximately 50 square feet

Room 53 - Approximately 380 square feet

Room 55 - Approximately 380 square feet

Restroom (adjacent to Room 55) - Approximately 50 square feet

Hallway (north of fire doors to exit) - Approximately 400 square feet

Kitchen and Pantry - Approximately 600 square feet

Exclusive Use of Building - Office inside Room 51 - Approximately 90 square feet. This room is for the exclusive use by NIC personnel during the term of the Lease Agreement and as extended. CUMC will not use the office inside Room 51 for any purpose while the Lease Agreement is in effect, except in the case of emergencies or as permitted by NIC in writing.

Non-Exclusive Use of Grounds. The fenced grounds area outside Rooms 52 and 53 is designated for shared use by NIC and CUMC. NIC shall have use of the designated outdoor play area during the months, days and Hours of Operation described in Section 4 of this Exhibit A. CUMC shall have use of the designated play area at all other times.

At their sole expense, NIC shall remove the existing playground structure, erect new playground equipment, provide a new playground surface and install any other improvements they deem necessary as approved by CUMC in this designated area. NIC will mow the grass and CUMC will irrigate and fertilize the grass in the designated playground area.

Restricted Areas - NIC personnel, Head Start students, students' parents or guardians and all others associated with the Head Start Program at CUMC shall not use any portion of CUMC's building or grounds not explicitly designated for their use, as described herein, without the prior written approval of CUMC.

Parking - Three parking spaces immediately outside the door at the northwest corner of CUMC's building will be designated for use by NIC personnel during the Hours of Operation described in Section 4 of this Exhibit A. Other parking spaces on the north side of CUMC's building may be used by students' parents or guardians and others that are responsible for the arrival and departure of students.

### 3. Additions or Alterations to CUMC Facilities

Any additions, alterations or improvements to the Premises covered by the Lease Agreement or to any other portions of CUMC facilities and grounds that are required by NIC to conduct their Head Start Program, or as otherwise desired, shall be paid for solely by NIC and shall require the prior written approval of CUMC. Such additions, alterations or improvements shall be made by qualified, licensed and bonded contractors. If NIC requests CUMC to make any such additions, alterations or improvements on their behalf, CUMC may do so at their sole discretion and at NIC's sole expense.

Any additions, alterations or improvements that are affixed to the Premises, including but not limited to the playground equipment and associated playground improvements, shall remain property of CUMC upon termination of this Lease Agreement.

### 4. Hours of Operation

NIC personnel will use the Premises Monday through Friday 7:00 am to 5:00 pm for the entire term of the Lease Agreement (twelve months per year) and as renewed. Children enrolled in NIC's Head Start Program will attend and use the Premises Monday through Friday 8:45 am to 2:45 pm from September 1 through May 30 of each year covered by the Lease Agreement.

NIC kitchen staff will have **non-exclusive** use of the CUMC's kitchen facilities (see section 7 below) from 7:30 am -2:30 pm Monday through Friday, September 1 through May 30 of each year covered by the Lease Agreement.

If NIC desires to use the Premises outside the defined Hours of Operation, they must first obtain written approval from CUMC for such use. The Premises are being leased for non-exclusive use by NIC and prior written approval for their use of the Premises outside the defined Hours of Operation is necessary to avoid conflicts with CUMC's shared use of the Premises.

### 5. Ingress and Egress

Designated Ingress and Egress Location - NIC personnel, Head Start students, students' parents or guardians and all others associated with the Head Start Program at CUMC shall only use the door in the northwest corner of CUMC's building for ingress and egress during the Hours of Operation described in Section 4 of this Exhibit A. The main entrance to the building and all other doors except for the one in the northwest corner shall not be used by those associated with the Head Start Program. CUMC shall have the right to use the door in the northwest corner of the building at all times, subject to reasonable security requirements and procedures of NIC.

Secure Entry by NIC Invitees- NIC shall have in place at all times during the Hours of Operation described in Section 4 of this Exhibit A procedures that require their personnel,

Head Start students, students' parents or guardians and all others associated with the Head Start Program at CUMC to enter and exit the Premises in a controlled, safe and secure manner. It shall be the sole responsibility of NIC to assure that all their personnel, Head Start students, students' parents or guardians and all others associated with the Head Start Program at CUMC are out of the building after the Hours of Operation described in Section 4 of this Exhibit A.

## 6. Signage

NIC shall, at their sole expense, place one (1) sign with the name of the Head Start Program and pertinent details at or near the northwest entrance to CUMC's building and one (1) sign at the main entrance to CUMC's building directing those associated with the Program to enter only at the northwest entrance . The signs shall be of a size, configuration, wording and colors agreed to between NIC and CUMC and shall be mounted in a location and in a manner acceptable to CUMC. The signs' condition shall be well maintained at NIC's sole expense and not be allowed to become unsightly or in disrepair.

Other signage desired by NIC may be allowed as mutually agreed to between CUMC and NIC.

## 7. Shared Use of Kitchen and Pantry

NIC Typical Schedule -The Head Start program at CUMC provides breakfast and lunch to their students Monday through Friday during the school term. Kitchen staff for the program will typically arrive at 7:00 am daily and be present in the kitchen and pantry area until 2:00 pm. Use by NIC personnel of CUMC's kitchen and pantry facilities during these hours shall be on a non-exclusive basis. CUMC may share these facilities during the stated hours. NIC shall modify their typical food preparation to accommodate occasional events by CUMC. These events shall include but not limited to memorial services, Christian education studies, meetings scheduled in the Fellowship Hall, annual Rummage Sale and special events. Every effort will be made by both NIC and CUMC to accommodate the needs of each other during the shared use of the kitchen and pantry. CUMC will provide as much notice as practical before an upcoming event.

Appliances - Major and Small - NIC will supply at their sole expense the following appliances: two (2) commercial refrigerators or refrigerator/freezer combinations, one for their exclusive use and one for shared use with CUMC and one (1) stackable washer and dryer set for shared use (to be located in CUMC's pantry).

NIC will provide for their exclusive use small kitchen appliances, utensils, pot and pans, dishes and any other items needed for their food preparation and serving meals. Due to CUMC's limited pantry space, all such items shall be stored in facilities provided by NIC in Room 51.

All other existing major appliances currently in the kitchen such as stoves, garbage disposal, dishwasher and coffeemaker are available for shared use during typical hours of operation by NIC.

Shared Maintenance and Repair - NIC agrees to share in the expense to maintain and repair kitchen faucets and drains and those major appliances that are designated for shared use including but not limited to refrigerators, freezer, stoves, garbage disposal, dishwasher, coffeemaker and washer and dryer set throughout the term of this Lease Agreement. Any major appliance designated for the exclusive use of NIC shall be maintained and repaired at their sole expense.

Food and Supplies Storage - Due to the limited space in CUMC's pantry, NIC agrees to provide at their sole expense storage facilities for food, kitchenware and supplies. This storage facility shall be in a location and constructed in a manner approved by CUMC in Room 51. Food and supplies in the CUMC pantry is for the exclusive use of CUMC.

## **8. Janitorial Responsibilities**

NIC shall be responsible for daily janitorial service for all areas designated for NIC's exclusive and non-exclusive use covered by the Lease Agreement. Such janitorial services shall be completed within the Hours of Operation designated in section 4, exhibit A. All trash generated by NIC shall be deposited daily in the dumpster located on the east side of the parking lot. Initially, CUMC will bear the expense to provide disposal services for the dumpster. Should larger or additional dumpsters be required to accommodate the Head Start program at CUMC, NIC agrees to pay for the additional expense incurred.

NIC's daily janitorial services shall include maintenance and repair of the toilets and sinks in the restrooms between Room 51 and Room 52 and adjacent to Room 55.

## **9. Utility Expenses**

Direct Utility Expenses - NIC shall be responsible for the installation, maintenance and expense associated with all utilities required or desired for their exclusive use in support of the Head Start Program at CUMC. Such utilities may include, but not necessarily limited to, telephone, internet, security and surveillance systems.

Prorated Utility Expenses - For utilities used by NIC in support of the Head Start Program that cannot be metered separately NIC agrees to pay a monthly rate at 5.0% of the electricity, natural gas and water and sewer utility bills incurred by CUMC during the months September 1 through May 30 of each year. This percentage is based on the square footage and Hours of Operation used by NIC. CUMC will pay all electricity, natural gas and water and sewer utility expenses incurred during the months of June 1 through August 31. Payments for utilities are due to CUMC within 21 days of presentation of bills to NIC by CUMC.

## **10. Safety and Security**

NIC is solely responsible for the safety and security of NIC personnel, Head Start students, students' parents or guardians and all others associated with the Head Start Program at CUMC during the Hours of Operation described herein. NIC shall provide and maintain at their sole expense an alarm system, security cameras and push bar doors with buzz-in capabilities at the entry to the northwest corner of CUMC's building. The alarm system shall be integrated with CUMC's current alarm system so the alarm can be activated/deactivated for the entire building from the northwest corner entrance. All charges for emergency personnel to respond to false alarms caused by NIC personnel shall be paid for by NIC.

## **11. Snow Removal**

CUMC agrees to remove snow from the parking lot and sidewalks on the north side of the CUMC building when it accumulates to 2". Snow removal will be provided prior to and during Hours of Operation, Section 4, exhibit A. This commitment is based on normal winter conditions. In the event of extreme weather conditions, CUMC will provide timely snow removal as resources and safety allow.

The cost associated with such snow removal shall be paid by NIC based on the prorated share of the parking lot and sidewalk areas designated for NIC's use compared to the total parking lot and sidewalk areas on CUMC's grounds.

## **12. CUMC Celebrations and Events**

Nothing in the agreement between CUMC and NIC shall prevent or restrict the free expression of Christian beliefs and activities by CUMC.