BEFORE THE BOARD OF STEVENS COUNTY COMMISSIONERS

IN THE MATTER OF AN INTERLOCAL AGREEMENT BETWEEN STEVENS COUNTY EXTENSION AND TRI COUNTY ECONOMIC DEVELOPMENT DISTRICT (TEDD)  

RESOLUTION No 55-2019  

INTERLOCAL AGREEMENT BETWEEN STEVENS COUNTY AND TRI COUNTY ECONOMIC DEVELOPMENT DISTRICT (TEDD), NUNC PRO TUNC TO JANUARY 8, 2019

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action; and

WHEREAS, Stevens County and the Tri County Economic Development District (TEDD) are public agencies within the meaning of chapter 39.34 RCW; and

WHEREAS, Stevens County required rental space within which to house the Stevens County Extension program; and

WHEREAS, Tri County Economic Development District (TEDD) owned an appropriate site to lease to the Stevens County Extension program; and

WHEREAS, the Parties entered into a Lease Agreement for space located at 986 South Main – Suite D in Colville, Washington to be effective January 1, 2019, which was approved by the Board of County Commissioners on January 8, 2019.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Board of Stevens County Commissioners that Stevens County has entered into an Interlocal Agreement with the Tri County Economic Development District (TEDD), attached hereto, and incorporated herein by this reference. This Resolution is nunc pro tunc to January 8, 2019.

Passed by the Board of Stevens County Commissioners meeting in regular session at Colville, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage the 21st day of May, 2019.

3 YEA; 0 NAY; 0 ABSTAIN; and 0 ABSENT
BOARD OF COUNTY COMMISSIONERS
OF STEVENS COUNTY, WASHINGTON

ATTEST:

Lacey Olguin
Assistant Clerk of the Board

Chairman Wes McCart
Commissioner Steve Parker
Commissioner Don Dashiell
COLVILLE BUSINESS INCUBATOR LEASE
Tri County Economic Development District

THIS LEASE is made at Colville, Washington, this 1st day of January, 2019 by and between Tri County Economic Development District, a Washington State Organization formed and operating pursuant to RCW 39.34, the Inter-Local Cooperation Act, hereinafter referred to as LESSOR and Stevens County Extension, hereinafter referred to as LESSEE.

WITNESSETH:
In consideration of the mutual promises, covenants, conditions, and terms herein, the parties agree as follows:

LEASED PREMISE.
The LESSOR leases to the LESSEE, a portion of the following described real property:
Assessor’s Tax Parcel’s: #119100 and #119300
Parcel A: Lot 4, Block 1, REPLAT OF NO NAME4 SHOPPING CENTER ADDITION, according to Plat recorded August 1, 1983, in Book D of Plats, page 90, Volume 81, page 241, under Auditor’s File No. 528245, records of Stevens County, Washington.
Parcel B: Units 101 thru 112, inclusive, SOUTHTOWN NO. 6 CONDOMINIUM, according to Declaration thereof recorded August 24, 1984, under Auditor’s File No. 539590, and First Amendment to said Declaration recorded March 27, 1989, under Auditor’s File No.

Consisting of approximately 1,100 square feet of space, plus 850 square feet of common conference room, bathrooms and storage area, plus an additional 725 square feet of common reception area, computer lab, network room and copier room space plus parking for tenants, their employees, customers and guests as outlined herein.

The common address for this leased premises is 986 South Main – Suite D Colville, WA 99114.

TERM.
This is a one (1) year lease unless terminated sooner as provided herein or extended beyond the lease period as provided herein. The term of the lease shall begin on January 1, 2019 and end on December 31, 2019.

RENT.
The rent shall be one thousand two hundred fifty and 00/100 dollars ($1,250.00) per month paid on the 1st day of the month. Any rent paid after the 10th of the month shall...
have a one hundred twenty-five and 00/100 dollar ($125.00) late fee (10% of the rental amount) paid in addition to the rent at the same time the rent is paid.

**DEPOSIT.**
This section has been waived. The LESSEE, a governmental agency, shall not be required to post a damage deposit with the LESSOR.

**KEYS.**
The LESSEE acknowledges receipt of four (4) scan keys for the front door of the facility, one (1) key to the front door of the WSU entry way, and one (1) key to the shared copier room door. Keys will be returned to LESSOR at the end of the lease period or vacation of premises.

A payment of $20 per key not returned shall be charged.

**UTILITIES INCLUDING ELECTRICAL, NATURAL GAS, WATER, SEWER, GARBAGE, PHONE AND INTERNET SERVICES.**
The LESSOR shall provide water, sewer, and garbage services for the LEASEHOLD. The LESSOR shall provide electric and gas service for the LEASEHOLD and the LESSEE agrees to reimburse the LESSOR for electric and gas service on a pro rata share. (Currently set at 23% of the total invoicing.) The LESSEE shall be responsible for the costs of all phone service and internet service, including but not limited to, installation and all maintenance.

**MAINTENANCE.**
The LESSOR shall perform all necessary repairs, replacements and required maintenance with respect to all plumbing, wiring, roofing, supporting structural members, locks heating and air conditioning. As a special condition on this lease, the LESSOR shall also provide and pay associated costs with routine cleaning services. The LESSOR shall have no other repair, replacement, or maintenance obligations; all items that are not specifically enumerated being considered routine maintenance. LESSEE shall provide routine maintenance at its own cost. LESSEE may make no repairs without the prior written permission of LESSOR.

**NO ALTERATION OR IMPROVEMENTS BY LESSEE WITHOUT PRIOR WRITTEN APPROVAL OF LESSOR.** LESSEE may make no alterations or leasehold improvements of any kind without first receiving the prior written approval of the LESSOR. Such alterations and leasehold improvements shall be approved at the sole discretion of the LESSOR. At the termination of the lease, all alterations or leasehold improvements will be removed from the premises and the premises will be restored to its original condition at no cost to
LESSOR or any such alterations or leasehold improvements, if allowed by the LESSOR, shall be left on the premises and shall be the sole property of LESSOR, unless there has been a written agreement between the LESSEE and the LESSOR prior to any repairs, alterations or leasehold improvements being done by the LESSEE. All such alterations or leasehold improvements retained by the LESSOR shall be at no cost to the LESSOR.

No signage may be affixed or erected adjacent to the structure without prior written approval of the LESSOR, of the properties of the sign, including but not limited to the sign content, size, material(s), and method(s) of attachment.

**LESSEE’S U.S. CITIZENS OR PERMANENT RESIDENTS ONLY.**
The LESSOR requires all Business Incubator Tenants (LESSEE’S) to be citizens of the United States or reside in the United States after being legally admitted as a permanent resident. Only citizens of the United States will be allowed to lease Incubator space and receive business assistance using Rural Economic and Community Development funds.

**NONDISCRIMINATION.**
The LESSEE agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, gender or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training, rendition of services. The LESSEE must also comply with any applicable Affirmative Action Programs.

**INSURANCE.**
The LESSEE shall carry at least the following minimum amounts of insurance with the LESSOR listed as additional named insured. It shall be maintained in full force and effect during the life of this lease agreement and it shall protect the LESSOR, its Board of Directors, Employees, Agents and Assigns and any other tenants of the real property, legally described herein, arising in any form from the negligence of wrongful acts or omissions or their agents, or their representatives in the performance of any obligation covered by this agreement.

LESSEE shall carry public liability insurance for injuries, including those resulting in death, and property damage in an amount not less than One Million dollars ($1,000,000) for any one person, and in an amount no less than One Million dollars ($1,000,000) aggregate for any one accident or occurrence.

The LESSEE shall furnish the LESSOR a copy of the policy and certificate of insurance showing that the insurance is in full force and effect prior to the commencement of this lease agreement. Should the said insurance be canceled or terminated, the LESSEE shall
cease operations immediately and not start again until the LESSOR receives new copies evidencing that insurance is in full force and effect.

The LESSEE shall indemnify and save the LESSOR, its Board of Directors, Employees, Agents or Assigns harmless from all claims or liabilities of any type or nature to any person, firm, or corporation, including any agents or employees of the LESSEE, arising in any manner from the LESSEE'S performance of operations and business covered by this agreement.

The LESSEE shall promptly execute and comply with all statutes, rules, orders, ordinances, requirements and regulations of the City, State or Federal Government and any and all of its departments and bureaus applicable to said demised premises for the correction, prevention or abatement of nuisances or other grievances in, upon or connected with said premises, during the said term, and that periodic on-notice safety inspections may be conducted by the City or County Fire Department, an insurance company, or other City or County inspectors, except that all structural alterations or additions shall be made by the LESSOR at its expense.

**NO ANIMALS.**
There shall be no animals allowed on the leased premises except for guide dogs or service animals as defined by R.C.W. 70.84. A “guide dog” means a dog that is trained for the purpose of guiding blind persons or a dog trained for the purpose of assisting hearing impaired persons. A “service animal” means an animal that is trained for the purpose of assisting or accommodating a disabled person with sensory, mental or physical disability.

**NO ASSIGNMENT OR SUBLEASING.**
The LESSEE shall not assign this lease or sublease the premises or any part thereof without the LESSOR’s prior written consent, or occupy or permit or suffer the said premises to be occupied for any business or purpose deemed disreputable or extra hazardous on account of fire, under penalty or forfeiture and damages.

**DAMAGE BY FIRE, WATER OR OTHER DISASTER.**
That the LESSEE, in case of fire, water damage, earthquake, tornado or any other disaster shall immediately give notice thereof to the LESSOR, who shall thereupon cause the damages to that portion of the building hereby leased to be repaired, but if the premises be so damaged that the LESSOR shall decide to rebuild or condemn the same, the term shall cease and the accrued rent shall add up to the time of said fire. In case, however, the destruction of the premises by fire shall be only partial and a portion thereof shall during the period of repairs be fit for occupancy by the LESSEE for the purpose for which said premises are leased, the rent shall be equitably apportioned and paid for the part so fit for
occupancy. The LESSOR shall have the sole option to determine whether to repair or terminate the lease.

DEFAULTS.
The LESSEE for itself, it's successors and assigns, and for all persons claiming or to claim under it or them, hereby expressly covenants and agrees that if at any time the LESSEE is adjudicated a bankrupt, or a Receiver of its property is appointed in insolvency proceedings, then in that event this lease forthwith shall terminate and be at an end at the sole option of LESSOR, this covenant being one of the considerations whereby the LESSOR is induced to make this lease.

If the LESSEE shall default in the payment of rent or in the performance of any other covenants contained in this lease, or in the event the LESSEE fails to prevent, correct or abate, within seven (7) days after receiving notification from the LESSOR to prevent, correct or abate nuisances or other grievances, which can include but are not limited to ceasing of acts of the LESSEE to not directly or indirectly interfere with, harm or damage, the operations or products of another tenant or tenants of the LESSOR or in the event that the LESSEE shall become insolvent or bankrupt or shall make an assignment for the benefit of creditors, the LESSOR may terminate this lease, and at the expiration of said ten days the term of this lease shall cease and expire as if it were the expiration of the original term. In case this lease shall be terminated, canceled or forfeited under any of the terms and conditions herein contained or the demised premises be vacant for a period of ten (10) days, the LESSOR shall immediately have the right to re-enter and take possession of said premises and re-occupy the same without notice and without being liable for damages, and also any part of the premises herein demised that may have been subleased, notwithstanding that the written consent of the LESSOR, LESSOR may re-let the premises for the remainder of the term at the best it can obtain for the account of the LESSEE who shall make good any deficiency between LESSEE's financial obligations and the amounts collected by re-renting and re-letting the property.

The said LESSEE covenants both for itself and its servants, agents, and employees shall faithfully observe and keep all necessary rules and regulations of the building which affect said premises and will at its own cost and expense make any and all necessary alterations or changes in the premises demised which may be necessary because of any account of the LESSEE, its servants and agents in violation of any law, ordinance, rule or regulation of any city, state or government body, except that all structural alterations or additions shall be made by the LESSOR at its expense; that upon the failure of the LESSEE to make or proceed to make any such changes or alterations required by any order, rule, regulation or ordinance last above referred to within thirty (30) days after receipt of order to do so, that then and in that event the LESSOR may enter the demised premises at its option and do and perform said alterations or make such changes at the cost and expense of the LESSEE, which said expense shall be deemed as rent and added to the next monthly installment of rent then accruing and be collectable as such.

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ACCESS BY LESSOR AT ALL REASONABLE TIMES.
The LESSOR, its servants or agents, shall have at all reasonable time, access to any part of the aforesaid premises for the purpose of examining same or making any necessary repairs or changes in plumbing, electric wiring, or pipes, gas pipes, heating, air conditioning or other alterations and repairs in any part of the premises hereby leased, which it may be incumbent upon the LESSOR to make.

DAMAGE TO PREMISES.
In case of any damages or injury to the premises whatsoever, said damage or injury being caused by the carelessness, negligence or improper conduct of the LESSEE, its agents, servants, guests or employees, then the said LESSEE shall cause the said damage or injury being caused by the carelessness, negligence or improper conduct of the LESSEE shall cause the said damage or injury to be repaired in equal quality and type as speedily as possible at its own cost and expense, otherwise the same shall be replaced or repaired by LESSOR at the cost to the LESSEE.

FLOORS, OIL, ANCHORING, ETC.
The LESSEE agrees during the term of this lease to keep the floor of these premises in a clean and sanitary condition, to use all necessary and approved safeguards against fire risk, to maintain drip pans under its machinery for the purpose of preventing oil, grease or ink or other wet material from sinking into the floor of the premises leased. The LESSEE shall not cause any holes to be made in said floor or wall for the purpose of anchoring machinery, shelving, office partitions or for any other reason whatsoever, unless the express written authorization is obtained from the LESSOR.

OTHER LIMITS ON LESSOR’S LIABILITY.
It is expressly understood and agreed by and between the parties to this agreement that the LESSOR shall not be liable for: any damage or injury caused by water which may be sustained by the said LESSEE or other person; or any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of any other lessee or agents or employees; or by reason of the breakage, leakage or obstruction of the water sprinkler or underground pipes, electric conduits or wiring or other leakage or breakage in or about said building, unless due to the LESSOR ‘s negligence or neglect.

SIDEWALKS/NO OBSTRUCTION/LESSEE’S DUTY TO REMOVE SNOW/ICE.
The LESSEE further agrees that it will not encumber or obstruct the sidewalk in front of or adjacent to said building or the dock area or allow the same to be obstructed and that no goods, material or machinery or other articles shall be stored on said sidewalk or in said

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hallways or on the said dock areas of the premises leased, or left there for a longer period than shall be absolutely necessary to transport them to or from the premises of the LESSEE. The LESSEE shall be responsible for keeping the sidewalks adjacent to the property being leased free from debris, including snow and ice.

**PARKING POLICY.**
The Business Park Parking Policy is hereby incorporated into the lease as Exhibit A. The purpose of the policy is to provide equitable parking resources for the occupants, tenants, clients, customers and employees of the business located in the Business Park.

**LESSOR REMOVAL OF SNOW FROM PARKING LOT.**
The LESSOR further agrees that it will be responsible for all exterior maintenance, including snow removal from the parking lot, and the outside lighting.

**TRASH.**
The LESSOR agrees to provide at its own cost and expense a suitable trash receptacle and regularly scheduled pick-up service sufficient to handle normal office LESSEE needs. In order to prevent the unsightly accumulation of trash and other debris the LESSEE agrees to provide additional trash receptacles with regularly scheduled pick-up for trash and debris beyond normal office trash. Should the LESSEE’s business require additional trash beyond normal office trash, for example only, trash from manufacturer or sale products by LESSEE, this extra trash beyond normal office trash shall be the responsibility of the LESSEE.

**NO DAMAGE BY LESSEE.**
The LESSEE shall permit no damage to the premises, and should keep the premises in a clean and safe condition. Any damages of the LESSEE shall be repaired within thirty (30) calendar days of the occurrence.

**ACCEPTANCE BY LESSEE.**
Occupancy of the premises by the LESSEE shall be construed as recognition that the LESSEE has examined the leased premises including the grounds and all buildings and improvements and that they are at the time of this lease in good order, repair and in a safe, clean and tenable condition. The LESSEE further agrees that no representations; statements or warranties expressed or implied have been made by or on behalf of the LESSOR in respect thereto except as contained in the provisions of this lease.

**ABANDONMENT OF PERSONAL PROPERTY.**
The LESSEE shall not vacate or abandon the premises at any time during this term, but if the LESSEE does vacate or abandon the premises or is dispossessed by process of law, any
personal property belonging to the LESSEE and left on the premises at the date of abandonment or date of fulfillment of writ of restitution shall be deemed abandoned at the option of the LESSOR without notification to the LESSEE and shall become the property of the LESSOR. It shall be the responsibility of the LESSEE to insure that all personal property belonging to third parties is removed from the premises upon the date of surrender. The LESSEE hereby indemnifies and holds harmless the LESSOR for any and all claims brought by third parties concerning conversion or misappropriation of property abandoned on the premises by the LESSEE.

**CONDITIONAL WAIVERS.**
Any conditional waiver by the LESSOR of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same.

**NOTICES.**
All notices to be given with respect to this lease shall be in writing, and shall be addressed to:

**Lessor:** Tri County Economic Development District  
Barry Lamont, Interim Executive Director  
986 South Main, Suite A  
Colville, WA 99114  
(509) 684-4571

**Lessee:** Stevens County Extension  
Debra Hansen, Director  
986 South Main – Suite D  
Colville, WA 99114  
(509) 684-2588

**OTHER SPECIAL CONDITIONS.**
The LESSOR acts only in an educational and/or business assistance capacity, which is not to be construed as directing the affairs of the LESSEE. The LESSOR will provide counseling and technical assistance to the LESSEE. The LESSEE recognizes that LESSOR does not manage the LESSEE’S business, and that the information offered by LESSOR is in the manner of suggestions only, and that there is “absolutely no linkage” between LESSOR’S business suggestions and whether or not LESSOR intends to loan any monies to the LESSEE, and that the LESSEE fully manages and makes their own decisions, not withstanding the discussions and suggestions of LESSOR, its agents, representatives, subsidiaries or affiliates. The LESSEE agrees to fully release and hold harmless LESSOR, its Board of Directors, employees, representatives, subsidiaries and affiliates (collectively “Indemnitees”) from and against any and all liabilities, costs, claims, penalties, forfeitures,
cause of action, suits, and the cost and expenses incident thereto (including costs of
defense, settlement and attorneys' including the costs of attorneys in the employ of the
Indemnitees) which Indemnitees may hereafter suffer, incur, become responsible for or
pay out as a result of injury or claim injury to any person, loss or damage to any person or
loss or damage to any property, real or personal, or adverse affect related to violation or
alleged violation of federal, state or local law, rule, regulation, ordinance, order, decree,
decision, restriction, permit or license, caused by or resulting from the acts of LESSOR in
providing technical assistance. The LESSOR and the LESSEE intend by the foregoing that
the LESSEE businessperson accept any and all responsibility for their own actions under
the technical assistance paragraph and that LESSEE shall indemnify and protect the
LESSOR and its Indemnitees. Further, the LESSEE agrees to hold LESSOR, its Board of
Directors, employees, representatives, agents, subsidiaries and affiliates harmless from
any actions that the LESSEE takes after entering into this technical assistance agreement.
It is specifically acknowledged by the parties that such contact between LESSOR and the
LESSEE is in the nature of suggestions only and that the LESSEE continues to assume full
responsibility for the LESSEE'S own actions, acknowledging that LESSOR's advice or
suggestions may or may not be accepted by the LESSEE. The LESSEE will maintain
sufficient financial records on a monthly basis, using a computerized accounting system
approved by the LESSOR. The LESSEE agrees to a monthly review by the LESSOR, of
accounting records, business plan, budget, financial controls, marketing plan and other
operating plans and procedures. The LESSOR may elect to conduct or waive this review at
the LESSOR's sole option.

The LESSEE agrees to meet with all City of Colville appropriate departments including but
not limited to the Colville Planning Department, Colville Building Department, Colville Fire
Department, and if applicable the Stevens County Building Department and Fire Protection
District to determine the appropriate Occupancy Classification and the requirements for
additional fire and life safety equipment. Any needed changes, repairs or expenses to
meet the classification shall be approved by the LESSOR in writing in advance of the
changes/repair(s). All expenses shall be the sole responsibility of the LESSEE. The LESSOR
shall be entitled to the change/repair improvement at the end of the lease unless other
written arrangements have been made in writing in advance of any changes/repairs. The
LESSOR shall not be required to reimburse the LESSEE for any expense, direct or indirect,
of these improvements, changes, or repairs.

The LESSOR as used in this agreement shall include Tri County Economic Development
District, its Board of Directors, employees, agents, subsidiaries, and affiliates,
representatives and assigns.

The LESSEE agrees to provide and obtain approval from the LESSOR a list of all chemical
products and/or compounds that will be used or stored in the space that is being leased.
Approval shall be a requisite of occupancy.
The LESSEE acknowledges that the LESSOR does not provide or carry insurance covering contents, products, materials, or possessions of LESSEE from damage or loss. Such insurance is the responsibility of LESSEE if desired.

**AGREEMENT BINDING ON HEIRS, SUCCESSORS AND ASSIGNS.**
This lease shall be binding upon the heirs, successors, personal representatives, and assigns of the parties hereto and all the parties hereto shall be jointly and severally liable herein.

**SURVIVAL BEYOND TERMINATION.**
Any warranties, representations and indemnifications shall survive the termination or expiration of this lease.

**JURISDICTION, VENUE AND ATTORNEY’S FEES.**
This agreement has been made in the State of Washington and shall be interpreted according to the laws of the State of Washington and venue shall be in Stevens County. In case suit shall be brought for any unlawful detainer or repossession of the leased premises or for the recovery of any rent due under the provisions of the lease or for the enforcement of any breach of any condition or covenant or other provision contained in this lease by either party, LESSOR in such suit shall be awarded in addition to double the rent for any holdover period and any and all actual damages, reasonable court costs and the LESSOR’s attorney’s fees.

**IN WITNESS WHEREOF,** the LESSOR has caused these presents to be signed and sealed and the LESSEE has signed and sealed, the day and year first above written.

**LESSOR:**
Tri County Economic Development District  
By: Barry Lamont,  
Interim Executive Director

**LESSEE:**
Stevens County Extension  
By: Stevens County Board of County Commissioners, Chairman

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Exhibit A
Colville Business Incubator Parking
Tri County Economic Development District (TEDD)

This document is incorporated into the tenant lease by and between Tri County Economic Development District, hereinafter referred to as the LESSOR and Stevens County Extension, hereinafter referred to as LESSEE.

1. PURPOSE
The purpose of this policy is to provide that equitable parking resources are available to occupants, tenants, clients, customers, and employees of businesses located in the Colville Business Park located at 986 South Main Street, Colville, Washington.

2. TERMS.
A. Each LESSEE shall be permitted to control the parking spaces immediately in front of their suite(s) except for designated handicap accessible spaces.
B. Signage for designated handicapped accessible spaces shall be installed and maintained by the LESSOR.
C. LESSEE shall not permit unauthorized use of the handicap accessible parking spaces by their employees, visitors, clients or customers.
D. LESSEE shall obtain advance written authorization from the LESSOR prior to erecting any signage that would include, but not be limited to, limited parking times, restricting or reserving spaces for employees or customers. Signage will be reviewed for content, regulatory compliance, signed material, method and location of attachment to building.
E. Parking spaces are for vehicle use only and shall not be utilized for the permanent storage of merchandise, derelict vehicles, or other items or in ways that may be considered to cause a nuisance or grievance for other tenants, their clients, customers, or employees.
F. The remedies available under the lease shall be available to LESSOR if the LESSEE is determined at the discretion of LESSOR to be in violation with the terms of this agreement.
G. Overflow parking and parking for events utilizing the Incubator conference room shall be directed to the perimeter parking places on the north side of the parking lot.

This TESSD Incubator Lease Parking Exhibit A is agreed to on this 1st day of January, 2018 by:

Barry Lamont, Interim Executive Director
For: Tri County EDD

Chairman, Stevens County Board
of County Commissioners

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