

Agency Summary And Certification

FY 2027 Request

Agency: Idaho Public Television

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In accordance with 67-3502 Idaho Code, I certify the included budget properly states the receipts and expenditures of the departments (agency, office, or institution) for the fiscal years indicated.

Signature of Department Director: Jeff Tucker Date: 08/29/2025

			FY 2025 Total Appropriation	FY 2025 Total Expenditures	FY 2026 Original Appropriation	FY 2026 Estimated Expenditures	FY 2027 Total Request
Appropriation Unit							
Idaho Public Television			4,717,100	4,037,600	4,431,700	4,339,200	4,178,400
Total			4,717,100	4,037,600	4,431,700	4,339,200	4,178,400
By Fund Source							
G	10000	General	3,016,600	3,060,800	3,426,600	3,334,100	3,173,300
F	34800	Federal	700,000	0	0	0	0
D	49900	Dedicated	1,000,500	976,800	1,005,100	1,005,100	1,005,100
Total			4,717,100	4,037,600	4,431,700	4,339,200	4,178,400
By Account Category							
Personnel Cost			1,750,300	1,648,600	1,886,000	1,871,700	1,959,700
Operating Expense			2,274,500	1,774,000	1,861,400	1,825,600	1,861,400
Capital Outlay			692,300	615,000	684,300	641,900	357,300
Total			4,717,100	4,037,600	4,431,700	4,339,200	4,178,400
FTP Positions			15	15	15	15	15
Total			15	15	15	15	15

Agency: Idaho Public Television

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Division: Idaho Public Television

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Statutory Authority: Idaho Public Television (IdahoPTV) is a State educational agency (Idaho Code §67-5302 (33) (e)) under the governance of the Idaho State Board of Education.

Idaho Public Television (IdahoPTV) is a State educational agency (Idaho Code §67-5302 (33) (e)) under the governance of the Idaho State Board of Education and adheres to the regulations of the Federal Communications Commission. IdahoPTV has two functional areas: (1) a statewide IP-based broadcast delivery system; and (2) content creation, content acquisition and educational services.

The General Fund supports the maintenance and administration of the statewide delivery system, which includes satellite and other connectivity to national distributors, file storage and server playout systems, connectivity to our transmitters (5) and translators (46) to deliver content reaching 98.9% of Idaho's population. This system also feeds online streaming and on demand services, internet-attached devices, and cable and satellite networks around the State.

The Idaho Military Division relies on our partnership for public safety. Therefore, IdahoPTV is closely coordinating with the Idaho Office of Emergency Management to build upon existing strategies and explore emerging technologies in an area of mutual interest: emergency communication. This effort seeks to leverage best practices and technological advances to ensure that within their shared service areas, the public is provided with vital emergency information and crisis related communication, such as: providing live broadcast and media pool coverage of disaster-related events; transmission of mandatory national alerts via the Emergency Alert System (EAS), including geo-targeted Amber Alerts, weather and emergency information distributed to all broadcast markets in the State; the backup alert signals for wireless carriers in the State called Wireless Emergency Alerts (WEA), which is currently delivered using PBS's Warning, Alert and Response Network (WARN) and IdahoPTV's infrastructure. IdahoPTV also works with Idaho Military Division-Public Safety Communications in helping to fund the purchase of the State's digital backbone microwaves responsible for carrying IP-based data and communication for the Idaho State Police, other first responders, and state agencies.

Our efforts to operate Idaho in Session are largely funded from the General Fund, which allows for transparency in government with real-time coverage of the Idaho Legislature, Idaho Supreme Court arguments, and other activities. This funding covers the project management and engineering support needed to operate the service in conjunction with the activities of the Idaho Legislature's website as operated by Idaho Legislative Services.

IdahoPTV provides technology support for staff and communications programs on the campuses of the University of Idaho and Idaho State University and works closely with other regional broadcasters around the State. Remote facilities house communications equipment for many commercial and non-commercial entities and public safety entities throughout Idaho.

Additionally, IdahoPTV receives funding in the way of private donations, sponsorship and grants, which supports the production of local programs such as Outdoor Idaho, Idaho Experience, createid, Idaho Reports, Science Trek, other various local content initiatives, such as our workforce development series and documentaries, educational materials, such as content and materials on adverse childhood experiences (ACEs), for teachers and the acquisition of PBS and other educational content that is of great interest to Idaho's citizens. Additional private support also helps pay for operational personnel working with Idaho in Session. Private funding also pays for the coordination, promotion, and distribution of educational and instructional content and services for families, communities, and teachers throughout the State.

IdahoPTV is a highly efficient entity and uses its general fund wisely. We are a leader in the limited use of state funding based on comparisons with similar statewide public television broadcasters whose licenses are held by a state entity. Because of our continuing robust viewership, both online and over-the-air, which includes national and award-winning local productions, our private fundraising efforts allow staff to continue their content and education work.

IDAHO STATE BOARD OF EDUCATION

56 Full-Time Classified 3 Part-Time Classified 28 Group Employees 5 Vacant FT Classified		General Manager Jeff Tucker		Admin Asst 2		Director of Content and Operations Vacant							
Director of Technology Vacant		Executive Producer William Manny		Director of Education Kari Wardle		Director of Charitable Giving Jennifer Johnson		Director of Finance Matt Orem		Director of Communications Robin Barclay		Programming Manager Sherri Walton	
Technology		Production		Education		Charitable Giving		Accounting and Support Services, Human Resources		Communications		Programming	
Chief Engineer, State Andy Miles		Producer/Writer/Host Joan Cartan-Hansen Marcia Franklin Melissa Davlin Ruth Brown		Program Specialist Jessica Solberg		Annual Giving Director Teena Wright		Financial Specialist, Principal Rhonda Yadon		Communications Manager *Robin Barclay		Programming Support Clerk Melissa Bingham Amy Adams Jeanne Gaylor (M)	
Chief Engineer, Regional Mike Cramblit (M) Douglas Husman (P)		Producer/Writer Hallie Maxwell (GPT) Kristin Hardy (GPT) Derek Begg		Community Engagement Specialist Brady Kissel Ashley Marotz		Program Information Coordinator David Belvin		Financial Specialist Senior Jeremy Clark		Program Specialist Greg Likins			
Broadcast/Maint Ops Engr Mike Wedeward Brandon Watkins		Producer/Director Lauren Melink Andy Lawless Vacant		IPTV Education Specialist Lenea Pierzchanowski (M)		Annual Giving Specialist Andrew Brinker		Buyer Michelle Koehler (CPT)		Multi-Media Specialist/Producer Benjamin Weaver			
Production Editor Valerie Massee		Associate Producer / Host Logan Finney		IPTV Education Facilitator Cheryl Kimber - Pocatello (GPT)		Donor Services Representative II Vicki Peterson		Financial Support Tech Debbie Siddoway (GBPT)		Social Media Specialist Megan Joyce			
Production Technician Dan Ward				Curriculum Specialist Danette McNamee (GPT) Diane Howard (GPT) Paul Strauch (GPT)		Philanthropic Planned Giving Philanthropy Specialist Jacob Sodeman		Office Specialist 2 Cynthia Budell (CPT)		Communication Spec - AmGrad Matthew Baltzell			
Master Control Operator Michael Martin Jim Alpaugh (GPT) David Leavitt (GPT) Alex Groll (GPT) David Thimsen (GPT) Vacant (GPT)		PTV Production Manager Aaron Kunz PTV Production Manager Troy Shreve Post Prod Coordinator Pat Metzler		Curriculum Development Kris Foster (GPT) Crystal Tracy (GPT) Vacant (GPT) Vacant (GPT)		Administrative Assistant 2 Veronica Qualman		Office Specialist 1 Carol Beres		Multimedia Specialist Lisa Day (GPT) Janie Budell (GPT) Stephanie Dickey (GPT) William Groll (GPT) Vacant (GPT)			
Field Services Broadcast Field Engr Supv Kelsey Black		Director/Videographer/Production Jon Fosselman Eric Westrom Morgan McCollum Mya Hoffman-Long Jenessa Carson Patrick Daly Hank Nystrom (GBPT) Tammy Scardino (GPT) Kaylie Hilker (GPT) Daniel Schultz (GPT) Avery Moulton (GPT) Vacant (GPT)				Business Development Business Development Director Teri Tate-McColly Corporate Sponsor Specialist Vacant		Human Resources Associate Rene Sasso (GPT)					
Broadcast Field Engineer Dave Turnmire Justin Hinrichs (M) Vacant						Community Engagement Manager Morgan Keating Grants Manager Laura Hull (GBPT)							
IT Services IT Infrastructure Engr III Mary McMahon													
IT Ops & Support Analyst I Krystal Goodman (1/2 Split)		Broadcast Graphic Designer Cassandra Groll											
		Camera Operator/Statehouse Nameer Al Rubaye (GPT) Ben Arroyo (GPT) Matthew Abramowski (GPT)											
		Limited Service Executive Producer JennieSue Welton Program Specialist Kate Raley											

*Was acting appointed moved to director position

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Agency Revenues

Request for Fiscal Year: 2027

Agency: Idaho Public Television

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		FY 23 Actuals	FY 24 Actuals	FY 25 Actuals	FY 26 Estimated Revenue	FY 27 Estimated Revenue	Significant Assumptions
Fund 10000 General Fund							
470	Other Revenue	0	0	0	0	0	
General Fund Total		0	0	0	0	0	
Fund 34500 Cares Act - Covid 19							
450	Fed Grants & Contributions	30,100	0	0	0	0	
Cares Act - Covid 19 Total		30,100	0	0	0	0	
Fund 34900 Miscellaneous Revenue							
400	Taxes Revenue	0	(1)	0	0	0	
433	Fines, Forfeit & Escheats	0	34,855	52,617	0	0	
435	Sale of Services	0	44,132	170,900	0	0	
441	Sales of Goods	0	491	203	0	0	
445	Sale of Land, Buildings & Equipment	0	36	443	0	0	
470	Other Revenue	7,671,300	7,502,331	7,224,517	5,381,253	5,542,690	The increase in revenue from FY 25 to FY 26 and FY 26 to FY 27 is based on an annual inflation rate of 3.0% (incl \$2M funding loss from CPB).
Miscellaneous Revenue Total		7,671,300	7,581,844	7,448,680	5,381,253	5,542,690	
Fund 49900 Idaho Millennium Income Fund							
470	Other Revenue	310,000	0	0	0	0	
482	Other Fund Stat		300,000		1,005,100	1,005,100	Received ongoing funding of \$1 million by legislative appropriation (HB 341) in FY 2026 for the purpose of production and media campaigns for education and awareness related to vaping, tobacco, and other substance use issues.
Idaho Millennium Income Fund Total		310,000	300,000	1,000,000	1,005,100	1,005,100	
Agency Name Total		8,011,400	7,881,844	8,448,680	6,386,353	6,547,790	

FORM B12: ANALYSIS OF FUND BALANCES

Request for Fiscal Year : 2027

Agency/Department: Idaho Public Television

Agency Number: 520

Original Request Date: 8/29/2025

Sources and Uses: This fund was continuously appropriated in FY 2024, FY 2025, and FY 2026. We are making a similar request for FY 2027. Primary sources of funding include private donations and grants, corporate and nonprofit entities, and an annual grant from the Corporation for Public Broadcasting (CPB). These funds are received via Friends of Idaho Public Television, Inc. (Friends), a nonprofit corporation. Funds are transferred from Friends to the State Treasurer. This fund is largely used for the content side of the operation, which includes the acquisition of programs and the local production of shows that are then available to Idahoans through the statewide delivery system, internet, and other media. Idaho Public Television provides educational.

FUND NAME:		Miscellaneous Fund	FUND CODE:	34900	FY 2024 Actual	FY 2025 Actual	FY 2026 Estimate	FY 2027 Estimate
01.	Beginning Unobligated Cash Balance				661,400	604,500	155,100	(76,200)
02.	Prior Year Executive Carry Forward [DU 1.13 Executive Branch Authorized Carry Over]					0	0	0
03.	Prior Year Reappropriation [DU 0.41 Legislature Authorized Carry Over]					0	0	0
04.	Subtotal Beginning Cash Balance				661,400	604,500	155,100	(76,200)
05.	Revenues [from Form B-11]				7,581,800	7,448,700	5,381,300	5,542,700
06.	Non-Revenue Receipts and Other Adjustments							
07.	Statutory Transfers In							
08.	Operating Transfers In							
09.	Subtotal Cash Available for the Year				8,243,200	8,053,200	5,536,400	5,466,500
10.	Statutory Transfers Out							
11.	Operating Transfers Out							
12.	Non-Expenditure Distributions and Other Adjustments				(13,600)	12,900		
13.	Total Cash Available for Year [=Row 9 - (Rows 10→12)]				8,256,800	8,040,300	5,536,400	5,466,500
14.	Borrowing Limit							
15.	Total Available Funds for the Year				8,256,800	8,040,300	5,536,400	5,466,500
16.	Original Appropriation							
17.	Prior Year Reappropriation [same as Row 03]				0	0	0	0
18.	Legislative Supplementals and (Rescissions)							
19.	Subtotal Legislative Authorizations				0	0	0	0
20.	Prior Year Executive Carry Forward [DU 1.13, same as Row 02]				0	0	0	0
21.	Non-cogs and Receipts to Appropriations [DU 1.12 & DU 1.4x]							
22.	Total Spending Authorizations				0	0	0	0
23.	Executive Carry Forward Reversions/Cancellations (DU 1.81)							
24.	Final Year End Reversions (DU 1.61)							
25.	Subtotal Reversions & Cancellations				0	0	0	0
26.	Current Year Executive Carry Forward To Next Year [DU 1.81]							
27.	Current Year Reappropriation To Next Year [DU 1.7x]							
28.	Total Unused Spending Authorizations				0	0	0	0
29.	Authorized Total Cash Expenditures [= Row 22 - Row 29]				0	0	0	0
30.	Continuously Appropriated Expenditures				7,652,300	7,885,200	5,612,600	5,780,600
31.	Ending Available Operating Funds Balance [= Row 15 - Row 29 - Row 30]				604,500	155,100	(76,200)	(314,100)
32.	Current Year Executive Carry Forward To Next Year [DU 1.81]				0	0	0	0
33.	Current Year Reappropriation To Next Year [DU 1.7x]				0	0	0	0
34.	Borrowing Limit				0	0	0	0
35.	Ending Unobligated Cash Balance [= Row 31 - (Rows 32→ 34)]				604,500	155,100	(76,200)	(314,100)
36.	Investments Direct by Agency							
37.	Ending Unobligated Cash Balance Plus Direct Investments				604,500	155,100	(76,200)	(314,100)
38.	Outstanding Loans [if this fund is part of a loan program]				0	0	0	0

FORM B12: ANALYSIS OF FUND BALANCES

Request for Fiscal Year : 2027

Agency/Department: Idaho Public Television

Agency Number: 520

Original Request Date: 8/29/2025

Sources and Uses: The Idaho Millennium Income Fund (49900) consists of distributions from the Idaho Permanent Endowment Fund (beginning in July 2009), the Idaho Millennium Fund and such moneys that may be provided by legislative appropriations. The Joint Millennium Fund Committee has the power and duty to present recommendations annually to the Legislature for use of the moneys in the Income Fund (\$67-1808). During the 2022 legislative session SB 1395 appropriated to IdahoPTV \$310,000 (OT) for the production of smoking and vaping prevention and cessation content. During the 2023 legislative session HB 355 appropriated to IdahoPTV \$300,000 (OT) for the production of smoking and vaping prevention and cessation content. During the 2024 legislative session HB 715 appropriated to IdahoPTV \$1,000,000 (ongoing) for the purpose of media campaigns for education and awareness related to vaping, tobacco, and other substance use issues, and to promote the overall health of Idaho's children.

FUND NAME:		Idaho Millennium Income Fund	FUND CODE:	49900	FY 2024 Actual	FY 2025 Actual	FY 2026 Estimate	FY 2027 Estimate
01.	Beginning Unobligated Cash Balance					(500)	22,900	22,900
02.	Prior Year Executive Carry Forward [DU 1.13 Executive Branch Authorized Carry Over]					0	0	0
03.	Prior Year Reappropriation [DU 0.41 Legislature Authorized Carry Over]				35,300	500	0	0
04.	Subtotal Beginning Cash Balance				35,300	0	22,900	22,900
05.	Revenues [from Form B-11]				300,000			
06.	Non-Revenue Receipts and Other Adjustments							
07.	Statutory Transfers In					1,000,000	1,005,100	1,005,100
08.	Operating Transfers In							
09.	Subtotal Cash Available for the Year				335,300	1,000,000	1,028,000	1,028,000
10.	Statutory Transfers Out				800			
11.	Operating Transfers Out							
12.	Non-Expenditure Distributions and Other Adjustments				(300)	300		
13.	Total Cash Available for Year [=Row 9 - (Rows 10 →12)]				334,800	999,700	1,028,000	1,028,000
14.	Borrowing Limit							
15.	Total Available Funds for the Year				334,800	999,700	1,028,000	1,028,000
16.	Original Appropriation				300,000	1,000,000	1,005,100	1,005,100
17.	Prior Year Reappropriation [same as Row 03]				35,300	500	0	0
18.	Legislative Supplementals and (Rescissions)							
19.	Subtotal Legislative Authorizations				335,300	1,000,500	1,005,100	1,005,100
20.	Prior Year Executive Carry Forward [DU 1.13, same as Row 02]				0	0	0	0
21.	Non-cogs and Receipts to Appropriations [DU 1.12 & DU 1.4x]							
22.	Total Spending Authorizations				335,300	1,000,500	1,005,100	1,005,100
23.	Executive Carry Forward Reversions/Cancellations (DU 1.81)							
24.	Final Year End Reversions (DU 1.61)					23,700		
25.	Subtotal Reversions & Cancellations				0	23,700	0	0
26.	Current Year Executive Carry Forward To Next Year [DU 1.81]							
27.	Current Year Reappropriation To Next Year [DU 1.7x]				500			
28.	Total Unused Spending Authorizations				500	23,700	0	0
29.	Authorized Total Cash Expenditures [= Row 22 - Row 29]				334,800	976,800	1,005,100	1,005,100
30.	Continuously Appropriated Expenditures							
31.	Ending Available Operating Funds Balance [= Row 15 - Row 29 - Row 30]				0	22,900	22,900	22,900
32.	Current Year Executive Carry Forward To Next Year [DU 1.81]				0	0	0	0
33.	Current Year Reappropriation To Next Year [DU 1.7x]				500	0	0	0
34.	Borrowing Limit				0	0	0	0
35.	Ending Unobligated Cash Balance [= Row 31 - (Rows 32 → 34)]				(500)	22,900	22,900	22,900
36.	Investments Direct by Agency							
37.	Ending Unobligated Cash Balance Plus Direct Investments				(500)	22,900	22,900	22,900
38.	Outstanding Loans [if this fund is part of a loan program]				0	0	0	0

			FTP	Personnel Costs	Operating Expense	Capital Outlay	Trustee Benefit	Total
Agency	Idaho Public Television							520
Division	Idaho Public Television							PT1
Appropriation Unit	Idaho Public Television							EDKA
FY 2025 Total Appropriation								
1.00	FY 2025 Total Appropriation							EDKA
	S1399							
	10000	General	14.00	1,599,800	1,032,500	384,300	0	3,016,600
	34800	Federal	0.00	0	392,000	308,000	0	700,000
	49900	Dedicated	1.00	150,500	850,000	0	0	1,000,500
			15.00	1,750,300	2,274,500	692,300	0	4,717,100
1.13	PY Executive Carry Forward							EDKA
	10000	General	0.00	0	0	45,700	0	45,700
			0.00	0	0	45,700	0	45,700
1.21	Account Transfers							EDKA
	10000	General	0.00	(100,000)	(85,000)	185,000	0	0
			0.00	(100,000)	(85,000)	185,000	0	0
1.61	Reverted Appropriation Balances							EDKA
	10000	General	0.00	(1,400)	(100)	0	0	(1,500)
	34800	Federal	0.00	0	(392,000)	(308,000)	0	(700,000)
	49900	Dedicated	0.00	(300)	(23,400)	0	0	(23,700)
			0.00	(1,700)	(415,500)	(308,000)	0	(725,200)
FY 2025 Actual Expenditures								
2.00	FY 2025 Actual Expenditures							EDKA
	10000	General	14.00	1,498,400	947,400	615,000	0	3,060,800
	34800	Federal	0.00	0	0	0	0	0
	49900	Dedicated	1.00	150,200	826,600	0	0	976,800
			15.00	1,648,600	1,774,000	615,000	0	4,037,600
FY 2026 Original Appropriation								
3.00	FY 2026 Original Appropriation							EDKA
	H0341,S1215,H0391							
	10000	General	14.00	1,680,900	1,061,400	341,900	0	3,084,200
	OT 10000	General	0.00	0	0	342,400	0	342,400
	49900	Dedicated	1.00	205,100	800,000	0	0	1,005,100
			15.00	1,886,000	1,861,400	684,300	0	4,431,700
FY 2026Total Appropriation								
5.00	FY 2026 Total Appropriation							EDKA
	10000	General	14.00	1,680,900	1,061,400	341,900	0	3,084,200
	OT 10000	General	0.00	0	0	342,400	0	342,400
	49900	Dedicated	1.00	205,100	800,000	0	0	1,005,100

			FTP	Personnel Costs	Operating Expense	Capital Outlay	Trustee Benefit	Total
			15.00	1,886,000	1,861,400	684,300	0	4,431,700
Appropriation Adjustments								
6.61	Gov's Approved Reduction							EDKA
	OT 10000	General	0.00	(14,300)	(35,800)	(42,400)	0	(92,500)
			0.00	(14,300)	(35,800)	(42,400)	0	(92,500)
FY 2026 Estimated Expenditures								
7.00	FY 2026 Estimated Expenditures							EDKA
	10000	General	14.00	1,680,900	1,061,400	341,900	0	3,084,200
	OT 10000	General	0.00	(14,300)	(35,800)	300,000	0	249,900
	49900	Dedicated	1.00	205,100	800,000	0	0	1,005,100
			15.00	1,871,700	1,825,600	641,900	0	4,339,200
Base Adjustments								
8.41	Removal of One-Time Expenditures							EDKA
	This decision unit removes one-time appropriation for FY 2026.							
	OT 10000	General	0.00	0	0	(342,400)	0	(342,400)
			0.00	0	0	(342,400)	0	(342,400)
FY 2027 Base								
9.00	FY 2027 Base							EDKA
	10000	General	14.00	1,680,900	1,061,400	341,900	0	3,084,200
	OT 10000	General	0.00	0	0	0	0	0
	49900	Dedicated	1.00	205,100	800,000	0	0	1,005,100
			15.00	1,886,000	1,861,400	341,900	0	4,089,300
Program Maintenance								
10.11	Change in Health Benefit Costs							EDKA
	This decision unit reflects a change in the employer health benefit costs.							
	10000	General	0.00	54,600	0	0	0	54,600
			0.00	54,600	0	0	0	54,600
10.12	Change in Variable Benefit Costs							EDKA
	This decision unit reflects a change in variable benefits.							
	10000	General	0.00	2,400	0	0	0	2,400
			0.00	2,400	0	0	0	2,400
10.23	Contract Inflation Adjustments							EDKA
	10000	General	0.00	0	0	15,400	0	15,400
			0.00	0	0	15,400	0	15,400
10.61	Salary Multiplier - Regular Employees							EDKA
	This decision unit reflects a 1% salary multiplier for Regular Employees.							
	10000	General	0.00	16,700	0	0	0	16,700
			0.00	16,700	0	0	0	16,700
FY 2027 Total Maintenance								

			FTP	Personnel Costs	Operating Expense	Capital Outlay	Trustee Benefit	Total
11.00	FY 2027 Total Maintenance							EDKA
	10000	General	14.00	1,754,600	1,061,400	357,300	0	3,173,300
	OT 10000	General	0.00	0	0	0	0	0
	49900	Dedicated	1.00	205,100	800,000	0	0	1,005,100
			15.00	1,959,700	1,861,400	357,300	0	4,178,400
Line Items								
12.53	General Inflation Adjustments							EDKA
	10000	General	0.00	0	0	0	0	0
			0.00	0	0	0	0	0
FY 2027 Total								
13.00	FY 2027 Total							EDKA
	10000	General	14.00	1,754,600	1,061,400	357,300	0	3,173,300
	OT 10000	General	0.00	0	0	0	0	0
	49900	Dedicated	1.00	205,100	800,000	0	0	1,005,100
			15.00	1,959,700	1,861,400	357,300	0	4,178,400

FORM B8.1: PROGRAM REQUEST BY DECISION UNIT

Request for Fiscal Year: 2027

Agency/Department: Public Broadcasting

Approp unit: EDKB

Function/Division: Idaho Public
Broadcasting

Decision Unit No: 12.91

Descriptive Title: Budget Law Exemptions/Other Adjustments –
Continuous Approp

	General	Dedicated	Federal	Other	Total
FULL-TIME POSITIONS (FTP)					
PERSONNEL COSTS					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS					
OPERATING EXPENSES					
TOTAL OPERATING EXPENDITURES					
CAPITAL OUTLAY					
TOTAL CAPITAL OUTLAY					
T/B PAYMENTS					
GRAND TOTAL					

Explain the request and provide justification for the need.

Idaho Public Television (IdahoPTV) respectfully requests continuation of the budget law exemption that provides continuous appropriation authority for all funds received from private source donations, including contributions from the Friends of Idaho Public Television. These monies are deposited in Fund 34900 (Miscellaneous/Dedicated).

This exemption was first approved during the 2022 Legislative Session and subsequently renewed in the 2023, 2024, 2025, and 2026 Legislative Sessions, consistent with the Governor’s recommendation. As

legislative approval is required annually, IdahoPTV requests that this exemption be authorized for State Fiscal Year 2027, with all positions and monies associated with Fund 34900 continuously appropriated.

If a supplemental, what emergency is being addressed?

Not Applicable

Specify the authority in statute or rule that supports this request.

The general authority is found in **Idaho Code § 67-3516**, which governs appropriations. Subsection (2) defines continuous appropriations and allows the Legislature to designate them

Please identify the performance measure, goal, or priority this request is intended to improve in the strategic plan or performance measurement report.

If approved, this request will directly support Idaho Public Television's ability to meet or exceed key performance goals. Specifically, it will strengthen partnerships with other Idaho state entities and educational institutions, increase the number of visitors engaging with the IdahoPTV/PBS video player, and expand broadcast hours of both general educational programming and Idaho-specific educational and informational content. It will also enhance our capacity to produce award-winning media and services, maintain an appropriate level of FTEs dedicated to content delivery and distribution, and ensure continued compliance with FCC policies, PBS programming, underwriting and membership policies, and CPB guidelines. Finally, this request will support increased utilization of PBS LearningMedia, as measured by the average number of unique local users accessing the resource each month during the school year.

What is the anticipated measured outcome if this request is funded?

Not Applicable

Indicate existing base of PC, OE, and/or CO by source for this request.

Not Applicable

What resources are necessary to implement this request?

Not Applicable

List positions, pay grades, full/part-time status, benefits, terms of service.

Not Applicable

Will staff be re-directed? If so, describe impact and show changes on org chart.

Not Applicable

Detail any current one-time or ongoing OE or CO and any other future costs.

Not Applicable

Describe method of calculation (RFI, market cost, etc.) and contingencies.

Not Applicable

Provide detail about the revenue assumptions supporting this request.

Public television programming is highly valued by Idahoans, and with the support of our donors through the Friends of Idaho Public Television, IdahoPTV is in a strong financial position to serve viewers with both national and locally produced programs. Donor contributions, given in support of our mission, allow us to respond quickly to opportunities and needs; however, without continuous appropriation authority, we cannot fully utilize these funds in a timely manner. Approval of this request will provide

IdahoPTV and its donors with a fifth consecutive year of the flexibility and accountability that continuous appropriation offers.

Who is being served by this request and what is the impact if not funded?

In alignment with requirements of the FCC, the Corporation for Public Broadcasting (CPB), and IdahoPTV's mission, our foremost responsibility is to serve the citizens of Idaho. Equally important is our accountability to the donors who generously support IdahoPTV. These donors expect their contributions to be invested in ways that sustain quality national and local programming, expand educational activities, and provide meaningful community support throughout Idaho.

If continuous appropriation authority is not authorized, IdahoPTV's ability to fully utilize privately raised funds—including private grants and donor bequests—will be significantly restricted. These funds are critical to our ability to produce additional local programming, expand educational services in rural communities, and respond effectively to seasonal staffing needs. They also support retention of high-performing staff and enable us to engage new audiences and donors. Continuous appropriation authority ensures that IdahoPTV can apply these resources as intended, in direct support of our mission and in response to the needs and expectations of Idaho's viewers.

PCF Detail Report

Request for Fiscal Year: 2027

Agency: Idaho Public Television

520

Appropriation Unit: Idaho Public Television

EDKA

Fund: General Fund

10000

PCN	Class	Description	FTP	Salary	Health	Variable Benefits	Total
Totals from Personnel Cost Forecast (PCF)							
		Permanent Positions	12.00	972,357	169,560	219,243	1,361,160
		Total from PCF	12.00	972,357	169,560	219,243	1,361,160
		FY 2026 ORIGINAL APPROPRIATION	14.00	1,212,647	197,820	270,433	1,680,900
		Unadjusted Over or (Under) Funded:	2.00	240,290	28,260	51,190	319,740
Adjustments to Wage and Salary							
520001 8847	860C R90	PTV Broadcast Field Engineer	1.00	66,332	0	15,124	81,456
520001 8896	2594N R90	Director Technology 7610	1.00	102,419	0	22,328	124,747
NEWP- 942323	860N R90	PTV Broadcast Field Engineer	.50	11,071	1,130	2,414	14,615
Estimated Salary Needs							
		Permanent Positions	14.50	1,152,179	170,690	259,109	1,581,978
		Estimated Salary and Benefits	14.50	1,152,179	170,690	259,109	1,581,978
Adjusted Over or (Under) Funding							
		Original Appropriation	(.50)	60,468	27,130	11,324	98,922
		Estimated Expenditures	(.50)	46,168	27,130	11,324	84,622
		Base	(.50)	60,468	27,130	11,324	98,922

PCF Detail Report

Request for Fiscal Year: 2027

Agency: Idaho Public Television520

Appropriation Unit: Idaho Public TelevisionEDKA

Fund: Idaho Millennium Income Fund49900

PCN	Class	Description	FTP	Salary	Health	Variable Benefits	Total
Totals from Personnel Cost Forecast (PCF)							
		Permanent Positions	1.00	91,520	14,130	20,867	126,517
		Total from PCF	1.00	91,520	14,130	20,867	126,517
		FY 2026 ORIGINAL APPROPRIATION	1.00	156,148	14,130	34,822	205,100
		Unadjusted Over or (Under) Funded:	.00	64,628	0	13,955	78,583
Estimated Salary Needs							
		Permanent Positions	1.00	91,520	14,130	20,867	126,517
		Estimated Salary and Benefits	1.00	91,520	14,130	20,867	126,517
Adjusted Over or (Under) Funding							
		Original Appropriation	.00	64,628	0	13,955	78,583
		Estimated Expenditures	.00	64,628	0	13,955	78,583
		Base	.00	64,628	0	13,955	78,583

PCF Summary Report

Request for Fiscal Year: 202
7

Agency: Idaho Public Television

520

Appropriation Unit: Idaho Public Television

EDKA

Fund: General Fund

10000

DU	FTP	Salary	Health	Variable Benefits	Total
3.00 FY 2026 ORIGINAL APPROPRIATION	14.00	1,212,647	197,820	270,433	1,680,900
5.00 FY 2026 TOTAL APPROPRIATION	14.00	1,212,647	197,820	270,433	1,680,900
6.61 Gov's Approved Reduction	0.00	(14,300)	0	0	(14,300)
7.00 FY 2026 ESTIMATED EXPENDITURES	14.00	1,198,347	197,820	270,433	1,666,600
9.00 FY 2027 BASE	14.00	1,212,647	197,820	270,433	1,680,900
10.11 Change in Health Benefit Costs	0.00	0	54,600	0	54,600
10.12 Change in Variable Benefit Costs	0.00	0	0	2,400	2,400
10.61 Salary Multiplier - Regular Employees	0.00	16,700	0	0	16,700
11.00 FY 2027 PROGRAM MAINTENANCE	14.00	1,229,347	252,420	272,833	1,754,600
13.00 FY 2027 TOTAL REQUEST	14.00	1,229,347	252,420	272,833	1,754,600

PCF Summary ReportRequest for Fiscal Year: 202
7

Agency: Idaho Public Television

520

Appropriation Unit: Idaho Public Television

EDKA

Fund: Idaho Millennium Income Fund

49900

DU		FTP	Salary	Health	Variable Benefits	Total
3.00	FY 2026 ORIGINAL APPROPRIATION	1.00	156,148	14,130	34,822	205,100
5.00	FY 2026 TOTAL APPROPRIATION	1.00	156,148	14,130	34,822	205,100
7.00	FY 2026 ESTIMATED EXPENDITURES	1.00	156,148	14,130	34,822	205,100
9.00	FY 2027 BASE	1.00	156,148	14,130	34,822	205,100
11.00	FY 2027 PROGRAM MAINTENANCE	1.00	156,148	14,130	34,822	205,100
13.00	FY 2027 TOTAL REQUEST	1.00	156,148	14,130	34,822	205,100

FY2027 Budget Submission: Vacant FTP Questionnaire

Description	Position Code	Job Code	Classified or Non-Classified	Pay Rate	Estimated Vacate Date
Program Supervisor 7610	18843	3605C	<u>Classified</u>	<u>\$39.66</u>	<u>June 9, 2025</u>

What is the specific title and primary responsibilities of the vacant position?

The position is titled Communication Program Supervisor. This role is responsible for overseeing and implementing communications strategies and operations for Idaho Public Television's marketing and outreach efforts. The supervisor manages communications staff, coordinates projects and campaigns, and directs social media and digital outreach to engage diverse audiences effectively. Additionally, the position serves as a liaison between internal teams and external partners or community groups to ensure clear, consistent messaging and collaboration across all communications initiatives.

Why has the position remained vacant for more than six months?

The position was vacated on June 9, 2025. Funding for this role comes from continuously appropriated dollars, rather than the annual appropriation bills, allowing flexibility in recruitment and staffing decisions.

Has this vacancy impacted your agency? If so, how?

The vacancy did not result in operational disruptions. The position was filled on August 18, 2025, with an internal candidate, Megan Joyce, following the promotion of the incumbent to Communications Director.

What is your agency's plan for this vacant position moving forward?

Not applicable.

How has your agency managed the appropriation related to this position during the period it has been vacant?

Not applicable.

FY2027 Budget Submission: Vacant FTP Questionnaire

Description	Position Code	Job Code	Classified or Non-Classified	Pay Rate	Estimated Vacate Date
PTV Producer/Director	18876	866C	<u>Classified</u>	<u>\$32.19</u>	<u>May 31, 2025</u>

What is the specific title and primary responsibilities of the vacant position?

The position is titled PTV Producer/Director. This role is responsible for developing and producing high-quality programming for Idaho Public Television across multiple platforms. Key responsibilities include researching original and assigned program proposals, writing and editing narratives and scripts, and preparing comprehensive proposals that include budgets, intended audiences, and narrative content. The Producer/Director also researches and organizes available written materials, selects talent and guests while negotiating fees, and directs camera operators and production crews in both studio and field settings. This includes coordinating shot composition, blocking, and the sequence of audio and video materials. By managing the full production process from concept to completion, the Producer/Director ensures that IdahoPTV delivers engaging, informative, and mission-driven content to viewers statewide.

Why has the position remained vacant for more than six months?

The position was vacated on May 31, 2025. Funding for this role is continuously appropriated, rather than included in the annual appropriation bills, providing flexibility in determining the timing of recruitment and rehiring.

Has this vacancy impacted your agency? If so, how?

The vacancy has not had a significant operational impact. However, the absence of a dedicated Producer/Director may limit the agency's capacity to develop new content or expand programming initiatives, particularly when funding gaps influence staffing decisions.

What is your agency's plan for this vacant position moving forward?

The plan for this position is currently undetermined. Because it is funded under continuous appropriation, the agency has the flexibility to fill it based on programmatic needs and available resources.

How has your agency managed the appropriation related to this position during the period it has been vacant?

Not applicable.

FY2027 Budget Submission: Vacant FTP Questionnaire

Description	Position Code	Job Code	Classified or Non-Classified	Pay Rate	Estimated Vacate Date
Program Specialist 7610	18904	3605C	<u>Classified</u>	<u>\$27.44</u>	<u>June 25, 2025</u>

What is the specific title and primary responsibilities of the vacant position?

The position is titled Development Program Specialist. This role is central to Idaho Public Television's fundraising and donor relations efforts. Responsibilities include performing professional fundraising, coordinating all aspects of major event projects, and soliciting gifts and donations from individuals and organizations. The specialist also manages donor communications, prepares correspondence, and delivers training presentations to groups. In addition, the position requires strong project management skills, including revenue goal setting, budget planning, and oversight of staff and volunteers. Proficiency in database applications, spreadsheets, and word processing software supports the effective tracking and reporting of fundraising efforts. By carrying out these responsibilities, the Development Program Specialist directly contributes to sustaining and expanding IdahoPTV's mission-driven programming and community outreach.

Why has the position remained vacant for more than six months?

The position was vacated on June 25, 2025. Funding for this position is continuously appropriated, rather than included in the annual appropriation bills, which has provided flexibility in determining the timeline for recruitment and rehiring.

Has this vacancy impacted your agency? If so, how?

There has been no significant impact on operations, as fundraising responsibilities have been temporarily absorbed by other staff and external support. However, the absence of a dedicated Development Program Specialist reduces the agency's capacity to fully engage in donor relations, manage fundraising events, and expand private support—functions that are increasingly important to IdahoPTV's long-term financial sustainability.

What is your agency's plan for this vacant position moving forward?

The agency intends to rehire for this position under its continuous appropriation authority. A timeline has not yet been determined, but the agency recognizes the importance of this role in advancing private fundraising initiatives and ensuring stable funding for public broadcasting services.

How has your agency managed the appropriation related to this position during the period it has been vacant?

Funds associated with this position remain available under IdahoPTV's continuous appropriation authority and will be utilized when the position is refilled.

FY2027 Budget Submission: Vacant FTP Questionnaire

Description	Position Code	Job Code	Classified or Non-Classified	Pay Rate	Estimated Vacate Date
Program Specialist 7610	18904	3605C	<u>Classified</u>	<u>\$20.00</u>	<u>02/28/2025</u>

What is the specific title and primary responsibilities of the vacant position?

The position is titled **Substance Abuse Program Specialist**. The primary responsibility of this role is to ensure that all programs funded through the Millennium Fund align with legislative intent and priorities, with an emphasis on the prevention, cessation, and treatment of substance abuse. This includes managing and monitoring grants designated for tobacco and alcohol prevention, educational campaigns, vaping prevention, school safety programs, after-school initiatives, and youth data collection. A key component of this work is supporting the Know Vape program, Idaho's statewide initiative focused on reducing and preventing youth vaping. The specialist is tasked with gathering and analyzing performance data to measure program effectiveness, ensuring funded entities develop sustainability plans, and collaborating with community partners, schools, and agencies to maximize impact.

Why has the position remained vacant for more than six months?

This is a limited-service position that was originally established to provide temporary program oversight. After review, it was determined that the program's needs could be met more efficiently by leveraging existing staff and contracted vendors, rather than maintaining a dedicated full-time position under the Millennium Fund appropriation. For this reason, the position has not been filled.

Has this vacancy impacted your agency? If so, how?

The vacancy has not negatively impacted agency operations or program delivery. Through the use of contracted vendors and by reallocating responsibilities to existing staff, the agency has ensured that all key functions have continued uninterrupted. Most importantly, the Know Vape campaign has remained active statewide, with consistent dissemination of prevention messaging and engagement with schools and youth organizations. As a result, the vacancy has not hindered the state's ability to promote awareness and reduce vaping among Idaho's high school students.

What is your agency's plan for this vacant position moving forward?

The agency does not plan to fill this position in its current limited-service structure. The day-to-day management functions originally assigned to the role are no longer necessary at a standalone position level, as these responsibilities have been effectively absorbed by staff and contracted partners. Going forward, the agency will continue to prioritize the Know Vape program through more flexible staffing and vendor support.

How has your agency managed the appropriation related to this position during the period it has been vacant?

Funds that would have been allocated to the position have been redirected to support ongoing substance abuse prevention priorities, particularly the Know Vape campaign. This has included strengthening vendor contracts, supported outreach efforts, and considering the possibility of reallocating resources to a shared group position that can provide additional support when needed. This approach ensures that the Millennium Fund appropriation continues to serve its intended purpose without disruption.

FY2027 Budget Submission: Vacant FTP Questionnaire

Description	Position Code	Job Code	Classified or Non-Classified	Pay Rate	Estimated Vacate Date
PTV Broadcast Field Engineer	18847	860C	<u>Classified</u>	<u>\$29.84</u>	<u>Jan 17, 2025</u>

What is the specific title and primary responsibilities of the vacant position?

The position is titled PTV Broadcast Field Engineer. This role is critical to Idaho Public Television's statewide operations, as it ensures reliable transmission of our broadcast signals across eastern Idaho and beyond. The Broadcast Field Engineer is responsible for installing, troubleshooting, and operating complex broadcast systems, including microwave and fiber optic networks, television transmitter relay and translator systems, and related digital equipment. The position also oversees transmission sites, towers, feedlines, antennas, and associated computer networks and systems. Beyond maintenance, the role provides on-the-ground expertise to quickly resolve outages, improve broadcast quality, and ensure compliance with FCC and industry standards. By carrying out these responsibilities, the position supports uninterrupted service to viewers and ensures that IdahoPTV fulfills its mission of delivering educational, cultural, and emergency information programming to rural and urban communities alike.

Why has the position remained vacant for more than six months?

The position was vacated on January 17, 2025, and was subsequently filled on August 18, 2025, by Swen Olson.

Has this vacancy impacted your agency? If so, how?

The vacancy did not result in significant service disruptions, as IdahoPTV was able to rely on a Senior Broadcast Field Engineer stationed in Pocatello to provide temporary coverage, including support for KISU Radio and transmitter equipment. While service was maintained, filling the position has restored critical capacity and reduced strain on existing staff by ensuring that eastern Idaho's unique equipment and geography are supported by a dedicated field engineer.

What is your agency's plan for this vacant position moving forward?

Not applicable. The position has been filled.

How has your agency managed the appropriation related to this position during the period it has been vacant?

This position is funded under IdahoPTV's continuous appropriation authority. During the vacancy, resources were strategically managed to maintain service continuity. With the position now filled and strategically located in eastern Idaho, IdahoPTV has strengthened its ability to respond quickly to technical issues, manage regional transmission infrastructure, and support reliable public broadcasting services throughout the state.

FY2027 Budget Submission: Vacant FTP Questionnaire

Description	Position Code	Job Code	Classified or Non-Classified	Pay Rate	Estimated Vacate Date
Director Technology 7610	18896	2594N	<u>Non-Classified</u>	<u>\$49.24</u>	<u>June 30, 2025</u>

What is the specific title and primary responsibilities of the vacant position?

This leadership position is responsible for planning, administering, evaluating, and budgeting for the statewide broadcast and IT infrastructure of Idaho Public Television. The role provides strategic direction to ensure that broadcast and technology systems remain reliable, secure, and forward-looking. In addition, the position leads, motivates, and develops technology department managers and staff, ensuring that IdahoPTV continues to meet its mission of delivering educational, cultural, and public safety programming to communities across the state.

Why has the position remained vacant for more than six months?

The position was vacated on June 30, 2025, and successfully filled on August 18, 2025.

Has this vacancy impacted your agency? If so, how?

No significant impact was noted during the vacancy period, as interim responsibilities were covered by existing staff to maintain operations until the position was filled.

What is your agency's plan for this vacant position moving forward?

Not applicable. The position has been filled.

How has your agency managed the appropriation related to this position during the period it has been vacant?

Not applicable.

FY2027 Budget Submission: Vacant FTP Questionnaire

Description	Position Code	Job Code	Classified or Non-Classified	Pay Rate	Estimated Vacate Date
Operations Manager 8810	21434	2594N	<u>Non-Classified</u>	<u>\$52.90</u>	<u>November 10,</u> <u>2024</u>

What is the specific title and primary responsibilities of the vacant position?

The position is titled Director of Operations and Content (DOCO) at Idaho Public Television (IdahoPTV). The DOCO oversees content production across all departments, implements strategies for operational and content management, and supervises key organizational and financial processes. This role collaborates closely with the General Manager and other leadership to advance the station's mission, including managing programming, production, and revenue-generating activities. By providing strategic oversight, the DOCO ensures that IdahoPTV delivers high-quality, mission-driven programming to audiences statewide.

Why has the position remained vacant for more than six months?

The position was vacated on November 10, 2024, and remained open until it was filled on August 4, 2025.

Has this vacancy impacted your agency? If so, how?

No significant impact was noted during the vacancy period. Interim responsibilities were effectively managed by existing staff, including the General Manager, Senior TV Producer, and writers, ensuring continuity of operations and content production throughout the vacancy.

What is your agency's plan for this vacant position moving forward?

Not applicable. The position has been filled.

How has your agency managed the appropriation related to this position during the period it has been vacant?

Not applicable.

Inflationary Adjustments

Agency: Idaho Public Television

Appropriation Unit: Idaho Public Television

Request for Fiscal Year: 2027

520

EDKA

Summary Account														
Communication Costs	0	0	0	0	0	0	500	32,000	32,500	0	500	0	0	500
Employee Development	0	0	0	0	0	0	3,400	2,500	5,900	0	3,400	0	0	3,400
General Services	0	0	0	0	0	0	1,000	0	1,000	0	1,000	0	0	1,000
Professional Services	0	0	0	0	0	0	(49,700)	865,000	815,300	0	(49,700)	0	0	(49,700)
Repair & Maintenance	0	0	0	0	0	0	(63,400)	220,000	156,600	0	(63,400)	0	0	(63,400)
Administrative Services	0	0	0	0	0	0	12,800	0	12,800	0	12,800	0	0	12,800
Computer Services	0	0	0	0	0	0	(6,500)	19,000	12,500	0	(6,500)	0	0	(6,500)
Employee In State Travel Costs	0	0	0	0	0	0	(11,700)	16,400	4,700	0	(11,700)	0	0	(11,700)
Employee Out Of State Travel Costs	0	0	0	0	0	0	(600)	2,000	1,400	0	(600)	0	0	(600)
Administrative Supplies	0	0	0	0	0	0	400	4,000	4,400	0	400	0	0	400
Fuel & Lubricants	0	0	0	0	0	0	(3,900)	16,000	12,100	0	(3,900)	0	0	(3,900)
Computer Supplies	0	0	0	0	0	0	(3,400)	22,000	18,600	0	(3,400)	0	0	(3,400)
Repair & Maintenance Supplies	0	0	0	0	0	0	1,000	14,000	15,000	0	1,000	0	0	1,000
Institution & Resident Supplies	0	0	0	0	0	0	200	0	200	0	200	0	0	200
Specific Use Supplies	0	0	0	0	0	0	0	7,000	7,000	0	0	0	0	0
Insurance Costs	0	0	0	0	0	0	8,800	30,000	38,800	0	8,800	0	0	8,800
Utilities	0	0	0	0	0	0	(14,900)	160,000	145,100	0	(14,900)	0	0	(14,900)
Rental Costs	0	0	0	0	0	0	(127,800)	462,600	334,800	0	(127,800)	0	0	(127,800)
Miscellaneous Expense	0	0	0	0	0	0	196,900	10,000	206,900	0	196,900	0	0	196,900
Specific Use Equipment	0	0	0	0	0	0	73,700	104,300	178,000	0	73,700	0	0	73,700
Capital Leases	0	0	0	0	0	0	(100,700)	264,600	163,900	0	(100,700)	0	0	(100,700)
Total	0	0	0	0	0	0	(83,900)	2,251,400	2,167,500	0	(83,900)	0	0	(83,900)
Fund Source														
General	0	0	0	0	0	0	(33,900)	1,401,400	1,367,500	0	(33,900)	0	0	(33,900)
Dedicated	0	0	0	0	0	0	(50,000)	850,000	800,000	0	(50,000)	0	0	(50,000)
Total	0	0	0	0	0	0	(83,900)	2,251,400	2,167,500	0	(83,900)	0	0	(83,900)

(1)	(2)	(3)	(4)	(5)	FY 2024 to FY 2025		(8)	(9)	(10)
Operating Expenditures Summary Object	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	(6) Change	(7) % Change	FY 2026 Approp	FY 2026 Exp. Adj.	FY 2026 Est. Exp.
Communication Costs	1,791,040	36,990	32,464	28,093	(4,371)	-13.46%	32,516	-	32,516
Employee Development	28,041	10,537	2,519	4,290	1,771	70.31%	5,782	-	5,782
General Services	72,119	2,976	140	-	(140)	-100.00%	1,039	-	1,039
Professional Services	428,308	230,251	250,606	792,616	542,010	216.28%	815,304	-	815,304
Repair & Maintenance	204,487	122,218	211,092	136,458	(74,634)	-35.36%	156,589	-	156,589
Administrative Services	63,783	11,673	11,936	14,798	2,862	23.98%	15,242	(2,440)	12,802
Computer Services	16,131	26,228	6,943	4,351	(2,592)	-37.33%	12,507	-	12,507
MISC. TRAVEL AND MOVING COSTS	70,083	11,507	-	-	-	0.00%	-	-	-
EMPLOYEE IN STATE TRAVEL COSTS	-	-	6,351	7,849	1,498	23.59%	8,085	(3,351)	4,733
EMPLOYEE OUT OF STATE TRAVEL COSTS	-	-	2,061	2,282	221	10.72%	2,351	(903)	1,448
Employee Out Of Country Travel Costs	-	-	-	-	-	0.00%	-	-	-
Administrative Supplies	14,663	4,375	3,988	4,745	757	18.98%	4,887	(518)	4,369
Fuel & Lubricants	28,214	16,895	15,272	10,065	(5,206)	-34.09%	14,077	(2,000)	12,077
Manufacturing and Merchant Costs	6,141	752	-	73	73	0.00%	75	(75)	-
Computer Supplies	21,873	12,833	21,962	21,024	(938)	-4.27%	21,655	(3,049)	18,606
Repair & Maintenance Supplies	33,088	19,440	13,701	14,063	361	2.64%	15,735	(708)	15,027
Institution & Resident Supplies	-	-	390	237	(154)	-39.35%	244	(35)	209
Specific Use Supplies	41,802	7,910	6,553	6,444	(109)	-1.67%	6,969	-	6,969
Insurance Costs	33,693	35,486	29,584	38,778	9,194	31.08%	39,942	(1,163)	38,778
Utilities	134,743	139,325	153,632	142,374	(11,258)	-7.33%	146,646	(1,535)	145,110
Rental Costs	246,144	281,681	281,891	325,079	43,188	15.32%	334,831	-	334,831
Miscellaneous Expense	278,389	148,156	184,139	220,315	36,176	19.65%	226,925	(20,023)	206,901
Total	3,512,742	1,119,232	1,235,223	1,773,935	538,711	43.61%	1,861,400	(35,800)	1,825,600
FundSource									
General - 10000	-	-	1,006,635	947,364	(59,271)	-5.89%	1,061,400	(35,800)	1,025,600
Dedicated - 49900	-	-	228,588	826,571	597,982	261.60%	800,000	-	800,000
Federal	-	-	-	-	-	0.00%	-	-	-
Total	-	-	1,235,223	1,773,935	538,711	43.61%	1,861,400	(35,800)	1,825,600

(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)
Part B: Operating Expenditures Summary Object	FY 2026 Est. Exp	Remove One Time Funding	SWCAP, Nondisc., Rent	FY 2027 Base	General Inflation (DU 12.53)	% Change	Medical Inflation (DU 12.54)	% Change	FY2027 Total
Communication Costs	32,516	-	-	32,516	-	0.00%	-	0.00%	32,516
Employee Development	5,782	-	-	5,782	-	0.00%	-	0.00%	5,782
General Services	1,039	-	-	1,039	-	0.00%	-	0.00%	1,039
Professional Services	815,304	-	-	815,304	-	0.00%	-	0.00%	815,304
Repair & Maintenance	156,589	-	-	156,589	-	0.00%	-	0.00%	156,589
Administrative Services	12,802	-	-	12,802	-	0.00%	-	0.00%	12,802
Computer Services	12,507	-	-	12,507	-	0.00%	-	0.00%	12,507
MISC. TRAVEL AND MOVING COSTS	-	-	-	-	-	0.00%	-	0.00%	-
EMPLOYEE IN STATE TRAVEL COSTS	4,733	-	-	4,733	-	0.00%	-	0.00%	4,733
EMPLOYEE OUT OF STATE TRAVEL COSTS	1,448	-	-	1,448	-	0.00%	-	0.00%	1,448
Employee Out Of Country Travel Costs	-	-	-	-	-	0.00%	-	0.00%	-
Administrative Supplies	4,369	-	-	4,369	-	0.00%	-	0.00%	4,369
Fuel & Lubricants	12,077	-	-	12,077	-	0.00%	-	0.00%	12,077
Manufacturing and Merchant Costs	-	-	-	-	-	0.00%	-	0.00%	-
Computer Supplies	18,606	-	-	18,606	-	0.00%	-	0.00%	18,606
Repair & Maintenance Supplies	15,027	-	-	15,027	-	0.00%	-	0.00%	15,027
Institution & Resident Supplies	209	-	-	209	-	0.00%	-	0.00%	209
Specific Use Supplies	6,969	-	-	6,969	-	0.00%	-	0.00%	6,969
Insurance Costs	38,778	-	-	38,778	-	0.00%	-	0.00%	38,778
Utilities	145,110	-	-	145,110	-	0.00%	-	0.00%	145,110
Rental Costs	334,831	-	-	334,831	-	0.00%	-	0.00%	334,831
Miscellaneous Expense	206,901	-	-	206,901	-	0.00%	-	0.00%	206,901
Total	1,825,600	-	-	1,825,600	-	0.00%	-	-	1,825,600
FundSource									
General - 10000	1,025,600	-	-	1,025,600	-	0.00%	-	0.00%	1,025,600
Dedicated - 49900	800,000	-	-	800,000	-	0.00%	-	0.00%	800,000
Federal	-	-	-	-	-	0.00%	-	0.00%	-
Total	1,825,600	-	-	1,825,600	-	0.00%	-	-	1,825,600

A. In-State Travel**What are the primary reasons for the program's in-state travel?**

The primary purpose of in-state travel is for engineering staff to perform routine and emergency maintenance on transmitters, towers, and other broadcast infrastructure located across Idaho. This includes system inspections, equipment repair, and ensuring compliance with FCC standards. Travel also supports production staff in field locations when technical assistance is required. In addition, in-state travel from the Millennium Fund supports outreach and production efforts related to the No Vape Campaign. FY25 actuals include the General Fund (\$2,108) for engineering and the Millennium Fund (\$2,625) for campaign-related in-state travel.

How does in-state travel support the program's mission, strategic goals, or statutory requirements?

Engineering travel ensures IdahoPTV maintains reliable broadcast services statewide, enabling educational content, news, and emergency alerts to reach all Idahoans. It directly supports statutory requirements for statewide signal coverage and helps maintain FCC compliance. Millennium Fund travel supports IdahoPTV's public health education mission by expanding the reach of the No Vape Campaign into Idaho communities.

Are there changes to the program's anticipated in-state travel budget for fiscal year 2027? If so, please explain.

No changes are anticipated. The FY2027 budget reflects the ongoing need for routine engineering maintenance travel and technical support to statewide production staff.

B. Out-of-State Travel**What are the primary reasons for the program's out-of-state travel?**

Out-of-state travel primarily supports engineering staff training on emerging broadcast technologies, FCC compliance, and industry best practices. Training ensures IdahoPTV engineers remain current on advances in digital transmission, tower safety, and evolving system standards. Additionally, occasional vendor-specific training and conferences provide staff with critical technical expertise that cannot be obtained in-state. FY25 actuals include \$1,281 for the General Fund and \$167 from the Millennium Fund.

How does out-of-state travel support the program's mission, strategic goals, or statutory requirements?

Out-of-state training and conferences strengthen IdahoPTV's engineering capacity, ensuring broadcast systems are reliable, compliant, and efficient. By investing in professional development, IdahoPTV engineers are better equipped to maintain mission-critical infrastructure, minimize service disruptions, and prepare for future technology transitions (such as ATSC 3.0). This technical expertise directly supports statutory obligations for statewide coverage and educational service delivery.

Are there changes to the program's anticipated out-of-state travel budget for fiscal year 2027? If so, please explain.

No changes are anticipated. FY2027 will continue to support essential engineering training and technical travel at levels consistent with prior years.

Contract Inflation

Agency: Idaho Public Television
Idaho Public Television
Appropriation Unit:

Request for Fiscal Year: 2027
520
EDKA

Contract	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	FY 2026 Estimated Expenditures	Contract Dates	FY 2027 Contractual % Change	FY 2027 Total
Rent Lease Increase for Boise Office, Studios	0	142,200	105,200	109,000	120,300	08/2022	10	12,300
Rent Lease Increase for Transmitter Land	0	3,400	3,700	4,000	4,400	02/2023	9	400
Rent Lease Increase for Transmitter Land	0	8,000	8,400	8,800	9,200	09/2002	5	500
Rent Lease Increase for Transmitter Land	0	3,700	4,100	4,500	4,700	10/2016	8	400
Rent Lease Increase for Transmitter Land	0	500	500	600	600	10/2018	8	100
Rent Lease Increase Storage of Engineering Equip	0	17,000	19,800	21,200	24,600	02/2023	7	1,700
Total	0	174,800	141,700	148,100	163,800			15,400
Fund Source								
General	0	174,800	141,700	148,100	163,800			15,400
Total	0	174,800	141,700	148,100	163,800			15,400

Program:

Agency Number:

520

Function/Activity Number:

Request 2027

Page _____ of _____

Original Submission _____ or Revision No. _____

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Part C: Contract (Identify who and what)	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	FY 2026 Est. Exp.	Contract Date	Term of Contract (Year x of x)	FY 2027 Contractual % Change	FY 2027 Change	FY 2027 Total
Orchard Partners Building Capital Lease	142,193	105,205	108,957	120,337	08/2022	Year 4 of 15	10.22%	12,300	132,637
USDA Canfield Butte Land Capital Lease	3,733	4,105	4,469	4,726	10/2016	Year 10 of 30	8.04%	400	5,126
Riverview Storage Capital Lease	17,046	19,831	21,180	24,640	02/2023	Year 3 of 3	7.00%	1,700	26,340
USDA Challis Land Capital Lease	482	533	582	617	10/2018	Year 8 of 28	8.34%	100	717
Dept of Lands Flat Top Butte Land Capital Lease	8,022	8,401	8,792	9,198	09/2002	Year 24 of 24	5.00%	500	9,698
Dept of Lands Idaho City Land Capital Lease	3,356	3,652	4,004	4,379	02/2023	Year 3 of 9	9.10%	400	4,779
							-	-	-
							-	-	-
							-	-	-
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							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
Total	174,832	141,727	147,985	163,898			9.40%	15,400	179,298
FundSource							Proportion		
General	174,832	141,727	147,985	163,898			100.0%	15,400	179,300
Dedicated	-	-	-	-			0.0%	-	-
Federal	-	-	-	-			0.0%	-	-
Total	174,832	141,727	147,985	163,898			100.00%	15,400	179,300

Notes:



LIMITED COMMUNICATION SITE LEASE

No. M-7045

Idaho Board of Education

This lease agreement is made and entered into by and between the State of Idaho, acting by and through the State Board of Land Commissioners (LESSOR) and **Idaho Board of Education (LESSEE), 1455 North Orchard, Boise, ID 83706**, collectively referred to herein as the "Parties." In consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

This lease shall commence **SEPTEMBER 1, 2002**, and terminate **DECEMBER 31, 2026**.

The LESSOR does hereby lease and demise unto the LESSEE, at the rate and for the use specified herein, the lands described as follows or as may be described in the attached: A Portion of NESW, Sec. 13, T8S, R17E, B.M., containing 0.25 acres more or less.

[Flat Top Butte]

[Jerome, LM41-01]

In consideration of the foregoing, the covenants, restrictions and conditions in the attached, herein incorporated by reference as Attachment A, are hereby agreed to by LESSEE and LESSOR.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

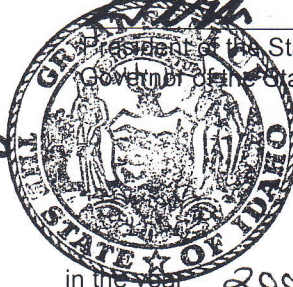
IDAHO STATE BOARD OF LAND COMMISSIONERS

Pete T. Cenarrusa

Secretary of State

Dirk Kempthorne
President of the State Board of Land Commissioners
Governor of the State of Idaho

Winston A. Wiggins
Director, Department of Lands

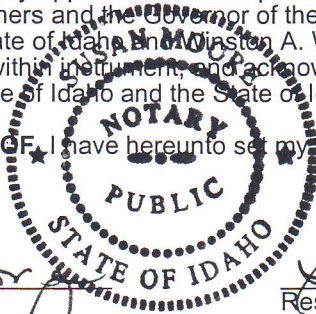


STATE OF IDAHO, COUNTY OF ADA

On this 11 day of September in the year 2002, before me, a Notary Public in and for said State, personally appeared Dirk Kempthorne, known to me to be the President of the Idaho State Board of Land Commissioners and the Governor of the State of Idaho; and Pete T. Cenarrusa, known to me to be the Secretary of the State of Idaho; and Winston A. Wiggins, known to me to be the Director, Department of Lands, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Joan Moor
Notary Public



Boise
Residence

06-06-2007

Commission Expires

LESSEE

Peter W. Morrill

(LESSEE)

(LESSEE)

STATE OF Idaho COUNTY OF Ada

On this 4th day of September in the year 2002, before me, a Notary Public in and for said State,

personally appeared Peter W. Morrill

known to me to be the LESSEE that executed the within instrument, and acknowledged to me that they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Kelly Robert
Notary Public

Boise, Idaho
Residence

11/2/2007
Commission Expires

ATTACHMENT A

1. Rent.

Lessee shall pay the Lessor, as rent for the leased site, the following amounts, determined and payable in the manner and at the time set forth herein.

- A. **Annual Rent.** Lessee shall pay to Lessor as annual rent for the year 2002 only, without abatement, offset, or deduction of any kind, unless expressly allowed by this lease, the prorated amount of **TWO THOUSAND SEVEN HUNDRED SEVENTY TWO DOLLARS AND 40/100THS (\$2,772.40)**. Beginning January 1, 2003, rent shall be based on the Lessor Communication Site Fee Schedule, without abatement, offset, or deduction of any kind, unless expressly allowed by this lease. Each of said annual rent payments will be made payable in advance beginning on the first day of January and on every anniversary thereafter. All rent shall be paid in lawful money of the United States of America forwarded to the Lessor or as otherwise directed by the Lessor in writing.
- B. **Breakdown of Rent.** Rent is based on the actual users in the facility. If there is more than one user, an additional amount will be assessed based on 75% of the primary rent for each additional user. Based on this formula, the breakdown is as follows:

Tenant	Use	% of IDL Rate
IPTV CH13	TV	IDL Rate x 100%
KBGH CH 19	TV	IDL Rate x 75%
KMVT	Microwave	IDL Rate x 75%

- C. **Annual Rent Subject to Modification.** Lessor reserves the right to increase or decrease the annual rent to be paid by the Lessee effective on January 1 of any calendar year by first providing Lessee with one hundred and eighty (180) calendar days prior written notification of the change in the annual rent.
- D. **Late Payment Fee.** Any late payment of annual base rent shall be cause for the Lessor to declare a default herein. If any base rent payment is not made to Lessor on or before January 1 as provided herein, the Lessee shall pay to the Lessor as a late payment fee an amount equal to \$25.00 or one percent (1%) of the amount due, whichever is greater, plus one percent (1%) per month of said amount due including interest thereafter until paid in full.

2. Bond.

N/A.

3. Use of Premises/Equipment.

- A. **Use.** The leased site shall be used for the limited purpose of a communication site
- B. **Maintenance/Operation Costs.** All costs of operating the leased site are the sole responsibility of the Lessee. For example, Lessee shall be responsible for the cost and expense of all repairs, and replacement of all parts and all maintenance of Lessee's equipment. Lessee shall also maintain its own meter for power purposes. Lessor shall not maintain service for Lessee, nor any related broadcast transmitting equipment owned by Lessee.
- C. **New or Additional Use.** Any new or additional use of the lease site requires Lessor's prior written consent. Any new or additional use by Lessee without the authorization of Lessor shall be prohibited and will be considered a breach. Any new or additional use shall be required to protect the existing communication services from degradation. The cost for additional frequency filtering devices, as well as costs for engineering tests and installation of devices which may be required to establish the protection, shall be borne entirely by the applicant for the new or additional use of the leased site.
- D. **Communications Equipment.** Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) authorization or any other appropriate federal, state, or local agency authorization. Use of communications equipment is also contingent upon strict compliance with applicable requirements of FCC or other appropriate federal, state, or local agency. Installation of towers, poles, antennas or other equipment shall not exceed applicable FCC standards.
- E. **Interference with Others.** The Lessee shall ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation

of existing equipment on or adjacent to the communications site. If the Lessor or authorized official of the FCC determines that the Lessee's use interferes with existing equipment, the Lessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Lessor or FCC official.

- F. **Compatibility Tests.** The Lessee shall be responsible for scheduling and conducting compatibility tests of equipment installed after the effective date of this lease and modifying this equipment if its operation interferes with that of other lessees or permittees occupying adjacent sites on the effective date of this lease. Written notice must be given to other occupants at least two (2) weeks prior to the test date. Test requirements may be waived if such waiver is agreed to, in writing, by other lessees. If, subsequent to initial testing, equipment is installed that operates on a different frequency or power output, then additional compatibility tests must be scheduled as provided in this section.
- G. **Setbacks.** No portion of the building or antennas shall be closer than twenty (20) feet to the lease boundary except that guy wires may extend beyond the setback.
- H. **Technical Reports.** When requested by the Lessor, the Lessee will furnish technical information concerning the equipment located on the leased site.

4. **License/Authorizations.**

Lessee shall be responsible for paying any fees for any license or authorizations that may be required from other entities. A copy of each applicable license or authorization shall at all times be maintained by the Lessee for each transmitter being operated and shall be posted on the equipment in an easily readable location. The Lessee shall provide the Lessor, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

5. **Sublease and Assignment.**

- A. **Sublease.** This lease may not be subleased without Lessee first obtaining the prior written consent of Lessor, or Lessor's designee.
- B. **Assignment.** This lease may not be assigned without Lessee first obtaining the prior written consent of the Lessor or Lessor's designee.

6. **Lessee's Compliance with Applicable Laws and Rules.**

- A. **Full Compliance.** Lessee's use of the leased site shall fully comply with all statutes, ordinances, rules, regulations and laws of applicable federal, state and local governmental authorities. Lessee shall comply with all applicable rules and regulations and standards promulgated by the state Land Board or the Department of Lands.
- B. **No Waste or Nuisance.** Lessee shall not use the leased site in any manner that would constitute waste, nor shall the Lessee allow the same to be committed thereon. The Lessee shall not do anything which will create a nuisance or a danger to persons or property.

7. **Environmental, Safety, and Sanitary Requirements.**

- A. **Sanitary Requirements.** Lessee shall at all times keep the leased site in a clean and sanitary condition, free of trash, noxious weeds, garbage and litter, so that the leased site is maintained in as nearly natural state as possible. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local law, rules and regulations pertinent to Lessee's use. The Lessee shall store and dispose of all trash and garbage within conformity with all legal requirements. Lessee is responsible for all costs associated with sewage, garbage and litter disposal.
- B. **Fire and Safety Regulations.** Lessee shall comply with all applicable state laws and rules of the Department of Lands for fire protection and prevention. Lessee agrees to keep the leased site free from fire hazards. Lessee is prohibited from burning of garbage or household trash. The burning of wood or other debris requires the prior written permission of Lessor and must comply with applicable federal, state, or local law, regulation, rule, or ordinance.
- C. **No Hazardous Materials.** Lessee shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste such as oil, gasoline or any other substance that is or is suspected to be hazardous substance or material except in accordance with applicable federal, state, or local law, regulation, rule, or

ordinance. Lessee shall be responsible, and shall pay all costs of the removal or taking other appropriate remedial action regarding any hazardous waste, substances, or materials which Lessee may have caused to be introduced on the leased site. Any such remediation or removal or storage must be conducted in accordance with applicable federal, state, or local law, regulation, rule or ordinance.

8. No Warranty of Suitability.

- A. No Warranty. Lessee acknowledges that the Lessor, nor any agent or designee of the Lessor, has made any representation or warranty with respect to the leased site or concerning the suitability of the leased site for the uses intended by the Lessee. Lessee acknowledges that it has accepted the leased site in an "AS IS CONDITION," accepting liability for any and all known or unknown faults therein.
- B. Quiet Enjoyment. Lessor agrees that the Lessee, upon payment of the rent and performing the terms of this lease, may quietly have, hold, and enjoy the leased site during the term hereof.

9. Payment of Taxes and Assessments.

The Lessee agrees to pay, when due, before delinquency, any real or personal property taxes, assessment or fees that may be assessed or levied by a governmental authority asserting such authority over the leased site or its improvements. Lessee shall make such payment directly to the taxing authority and hold Lessor harmless from any claim or assessment.

10. Construction and Improvements.

- A. Water Development. Lessee shall not drill or use a new water well, nor develop any use of any water source, without first obtaining the prior written consent of the Lessor and the applicable governmental authorities responsible for adjudicating and developing water rights.
- B. Construction of Improvements. Lessee may construct improvements upon the leased site under limited circumstances in accordance with the following conditions: Lessee must first obtain the prior written consent of Lessor or Lessor's designee. Lessee must furnish a complete set of construction plans and an accurate plot plan of all proposed improvements contemplated by Lessee and submit those plans and drawings to Lessor or Lessor's designee. Once the approved construction plans and plot plan have been approved, then the construction of the improvements must comply with all applicable uniform building codes, and the rules and regulations of the Idaho Department of Lands. Lessee may not place a lien or encumber the leased site.
- C. Treatment of Approved Improvements Upon Lease Expiration. In the event this lease expires without Lessee having made application to renew, Lessor shall have the right to require Lessee to remove all approved improvements placed or caused to be placed upon the leased premises by the Lessee, and to require Lessee to restore the leased premises, as nearly as is reasonably practical, to its natural condition, all at Lessee's sole cost and expense, or, at Lessor's option, to purchase such approved improvements from Lessee at the fair market value of the same as of the date of expiration.
- D. Non-Approved Improvements. Any improvements to the leased site which are not approved by Lessor shall be removed by the Lessee at the Lessee's sole cost and expense. Upon the expiration of the lease term if unapproved improvements remain on the leased site, then Lessor may remove such unapproved improvements and charge the cost of removal and restoration to the Lessee. Lessee shall also be responsible for all collection costs including legal fees and interest.

11. Relations of the Parties.

Lessee is not an officer, employee, or agent of the Lessor. Lessee covenants that it will satisfy and hold Lessor harmless against any lien, judgment, or encumbrance filed or made against the leased site at the Lessee's sole and separate cost or expense.

12. Insurance.

Lessee shall purchase and keep in force all insurance required by this lease, including business interruption insurance to the extent it is available, to assure payment of the annual rental rate.

- A. Commercial General Liability. Lessee shall obtain, at Lessee's expense, and keep in effect during the term of this lease, Commercial General Liability Insurance covering bodily injury and property damage. This

insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under this lease. Coverage shall be combined single limit per occurrence which shall not be less than One Million Dollars (\$1,000,000), or the equivalent. Each annual aggregate limit shall not be less than One Million Dollars (\$1,000,000), when applicable.

- B. **Property Insurance.** Lessee shall throughout the term of this lease and any renewal hereto, at its own expense, keep and maintain in full force and effect, property insurance for what is commonly referred to as "All Risk" coverage (excluding earthquake and flood) on Lessee's improvements and personal property.
- C. **Workers' Compensation.** Lessee shall maintain all required coverages including Employer's Liability.
- D. **Additional Insured.** The liability insurance coverage required for performance of the lease shall include the State of Idaho, the Board of Land Commissioners, and the Department of Lands, its officers, agents, and employees as Additional Insureds, but only with respect to the Lessee's activities arising during the performance of this lease. There should be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverages without thirty (30) calendar days written notice from the Lessee or its insurer to the Department of Lands. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not effect coverages provided to the State of Idaho, the Board of Land Commissioners and the Department of Lands, its officers and employees.
- E. **Insurance Policy Requirements.** All insurance required under this paragraph shall be with companies reasonably approved by Lessor. No insurance policy required under this section shall be cancelled or reduced in coverage except after thirty (30) calendar days prior written notice to Lessor. All insurers shall have a Bests' rating of AV or better and be licensed and admitted in Idaho. Lessee shall deliver to Lessor prior to occupancy and at least annually thereafter, copies of policies of such insurance or certificates evidencing the existence of the minimum required insurance and evidencing Lessor as Additional Insured thereunder. In no event shall the limits of any insurance policy required under this section be considered as limiting the liability of Lessee under this lease.
- F. **Exemption from Insurance Requirements.** As of the date of execution of this Agreement, Lessee is insured through the Department of Administration, Office of Insurance Management (Risk Management). So long as the Lessee hereunder remains insured through Risk Management, Lessee shall be exempt from the insurance requirements set forth in paragraphs 11A through E above of this Agreement; provided, however, losses under this Agreement attributable to Lessee shall apply to Lessee's loss history. Lessee agrees to reimburse Lessor for any increase in the amount of Lessor's insurance premium or risk assessment that results from Lessee's occupation of, or construction of improvements on, the leased premises. For purposes of attributing loss, any loss that would be covered under the Lessee's insurance requirements under this Agreement shall be deemed to be attributable to Lessee.

The exemption hereunder shall cease immediately in the event Lessee ceases to be insured through Risk Management or Lessee's interest in the Premises is assigned, sublet or transferred to a person or entity not insured through Risk Management. In the event of a transfer, assignment, or sublet of less than all of Lessee's interest in the Premises, said insurance requirements shall apply to the portion of the Premises so transferred, assigned or sublet.

13. Indemnification.

Lessee shall indemnify, defend, and save harmless the Lessor, the State of Idaho, its officers, agents and employees from and against any liability, claims, damages, losses, expenses or actions, including reasonable attorneys' fees, caused by or arising out of the performance, act or omission of Lessee, or Lessee's agents, or employees or otherwise arising out of the use or occupation of the leased site; or arising from the Lessee or Lessee's agents or employees' failure to comply with any applicable state, federal, or local law, statute, rule, regulation or act. This indemnification shall survive the termination or expiration of this lease.

14. Fire or Other Damage.

If, during the term of this lease, the leased site or any improvements thereon shall be destroyed or damaged by fire, water, wind, lightning or other cause not the fault of Lessee, so as to render the premises unfit for occupation by Lessee, this lease shall be automatically terminated and at an end. Lessee shall then immediately surrender the premises to the Lessor and shall pay rent to the time of transfer.

15. **Inspection and Audit Rights.**

- A. Inspection by Lessor. Lessee shall permit Lessor or Lessor's authorized agent or designee to inspect and enter the leased site and inspect any improvements at any reasonable time.
- B. Audit Rights. The Lessor shall have the right to audit, in such a manner at all reasonable times as it deems appropriate, all activities of the Lessee arising in the course of its undertakings under this lease. Lessee must maintain its books, records, documents, and other evidence of accounting in accordance with generally accepted accounting principles so as to properly reflect its business.

16. **Reservations by Lessor.**

The Lessor expressly reserves and excepts the following rights from the lease:

- A. All timber rights, rights for oil and gas, geothermal rights, mineral rights, easements and rights-of-way, fee title to the leased site, and title to all appurtenances and improvements placed thereon by the Lessor.
- B. The right to grant easements over the leased site, providing said easements do not conflict with the approved improvements installed and maintained or operated by the Lessee upon the leased site.
- C. The right to require that changes are made to the sanitation or other facilities for the protection of public health, safety or preservation of the leased site.
- D. The right to issue leases for exploration and development of oil, gas, geothermal and mineral resources or any other lease, so long as such other use does not materially interfere with the authorized use under this lease.
- E. To reserve, as its sole property, any and all water from any source arising on state land and to hold the water rights for any beneficial use that may develop as a result of this lease.
- F. Right of ingress and egress over and across the herein described premises for itself and its assigns on existing roads or suitable alternative roads provided by the Lessee.

17. **Lessee's Default.**

Lessee's breach of any of the terms of this lease is a basis for termination of the lease. Lessee's violation of any Land Board or Department of Lands rule or regulation currently or hereafter adopted is a further basis for termination of this lease. Lessor shall provide Lessee written notice of the breach for violation and, if applicable, the corrective action required of Lessee. The notice shall specify the reasonable time to make a correction or cure the violation or breach. If the corrective action or cure is not taken within the specified time or does not occur, then the Lessor or Lessor's designee shall cancel the lease effective on the date specified in the written cancellation notice, provided, however, that the notice shall be provided to Lessee no later than thirty (30) calendar days prior to the effective date of such cancellation.

18. **Notices.**

Any notice given in connection with the lease shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address stated herein. Either party may change its address stated herein by giving notice of the change in accordance with this paragraph. Until changed by notice in writing, notice, demands and communications shall be addressed as follows:

TO: Idaho Department of Lands (LESSOR)
954 W. Jefferson St.
P.O. Box 83720
Boise, ID 83720-0050

TO: Idaho Board of Education (LESSEE)
1455 North Orchard
Boise, ID 83706

19. **Waiver.**

The waiver by the Lessor of any breach of any term, covenant, or condition of this lease shall not be deemed to be a waiver of any past, present, or future breach of the same or any other term, covenant, or condition of this lease. The acceptance of rent by the Lessor hereunder shall not be construed to be a waiver of any term of this

lease. No payment by the Lessee of a lesser amount than shall be due according to the terms of this lease shall be deemed or construed to be other than a part payment on account of the most recent rent due, nor shall any endorsement or statement of any check or letter accompanying any payment be deemed to create an accord and satisfaction.

20. Attorneys' Fees and Costs.

In the event that either party to this lease shall interpret or enforce any of the provisions hereof by any action at law or in equity, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorney's fees, accountants' fees and appraisers and fees of other experts, incurred therein by the prevailing party, including all such costs and expenses incurred with respect to an appeal and such may be included in the judgment entered in such action.

21. Officials, Agents and Employees Not Personally Liable.

In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or obligation contained in this lease, express or implied, nor for any statement, representation or warranty made in connection herewith.

22. Surrender of Leased Site.

Upon the expiration or termination by default of this lease term, all right, title, and interest of Lessee to any of the improvements constructed upon or placed upon the leased site that are not removed shall be deemed to revert to the State of Idaho. Lessor has the right to enter the premises and remove any of the improvements or otherwise dispose of such improvements, and charge the cost of removal and/or disposal and restoration to Lessee. Lessee shall also be responsible for all collection costs including legal fees and interest. Lessee upon termination of this lease shall quietly surrender the leased site to Lessor.

23. Miscellaneous.

- A. Modification. This lease may be modified in any particular only by the prior written consent of the authorized representatives of the Lessor and Lessee.
- B. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this lease, shall be deemed to enlarge, limit, or otherwise effect the operation of this lease.
- C. Lessee's Non-Discrimination. Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.
- D. Paragraph Headings. The paragraph headings, titles, and captions used in this lease are for convenience only and are not part of this lease.
- E. Entire Agreement. This lease contains the entire agreement between the parties as of the date concerning the subject matter hereof and supersedes all prior agreements. The execution of this lease has not been induced by either party, or any agent of either party, be representations, promises, or undertakings whatsoever between the respective parties concerning this lease except those which are expressly contained herein.
- F. Governing Law and Forum. This lease shall be construed in accordance with and governed by the laws of the State of Idaho and the parties consent to the jurisdiction of Idaho State Courts located in Ada County in the event of any dispute with respect to this lease.
- G. Binding on Heirs and Successors. It is understood and agreed that all terms, covenants, and conditions

hereof shall be binding upon the approved successors, approved assignees and Lessee's heirs or successors.



COMMUNICATION SITE LEASE
No. M600095
IDAHO PUBLIC TELEVISION

*Non-exclusive use
(Idaho City)
Replaces Lease
M600022*

SUMMARY OF LEASE PROVISIONS:

Lessor Name and Address: State Board of Land Commissioners ("Land Board"), whose administrative state agency is the Idaho Department of Lands ("IDL")
300 North 6th Street, Suite 103
PO Box 83720
Boise, ID 83720-0050
Email: commercialprogram@idl.idaho.gov
Phone: 208-334-0200
Fax: 208-334-3698

Lessee Name and Address: Idaho Public Television
Attn: Director of Technology
1455 N Orchard
Boise ID 83706

Lease Term: Commencement Date: January 1, 2023
Expiration Date: December 31, 2032

Rent: The annual rent payment is due on January 1st of each year.
Rent terms are more particularly described in *Section 2. Rent* of the Lease Provisions.

Rent shall be five thousand seven hundred fifty eight dollars and sixty five cents. (\$5,758.65) for the first year of the Lease as outlined in the chart below. Rent will increase annually at the rate of three percent (3%).

<u>Use</u>	<u>Year</u>	<u>Annual Rent</u>
Broadcast Translator/LPTV/LPFM	2023	\$5,758.65

Legal Description of Leased Premises: See Attachment B.

Use of Leased Premises: Cellular Tower
See *Section 3. Use of Premises*.

Lease Index: SUMMARY OF LEASE PROVISIONS
LEASE PROVISIONS
SIGNATURE PAGE
ATTACHMENT A – SPECIAL TERMS AND CONDITIONS
ATTACHMENT B – LEGAL DESCRIPTION OF LEASED PREMISES
ATTACHMENT C – SITE MAP(S)
ATTACHMENT D – REPORTS
ATTACHMENT E – EXISTING IMPROVEMENTS

***This Summary of Lease Provisions ("Summary") is for convenience and ease of review only. The information stated in the Summary is intended to be accurate and consistent with the contract terms set forth in the following Lease. In the event any information stated in the Summary is inconsistent with the Lease Provisions or Attachments, the Lease Provisions and Attachments will control.**

LEASE PROVISIONS

1. Lessor, in consideration of the rent paid and the covenants, conditions and restrictions set forth in the Lease (including all Attachments), does hereby lease and demise unto Lessee the lands described in Attachment B for the uses specified herein.

2. **Rent.**

Lessee shall pay directly to Lessor, in lawful money of the United States, each year's rent on or before January 1 of each successive year throughout the term of this Lease unless otherwise directed by Lessor in writing. Lessee shall pay Lessor, as rent for the Leased Premises, the amount(s) set forth in the Summary. Lessee shall pay the annual rental to Lessor without abatement, offset or deduction of any kind unless otherwise authorized by Lessor through a complete Lease Adjustment form provided by Lessor.

- A. **Annual Rent Subject to Modification.** Lessor reserves the right to increase or decrease the annual rent to be paid by Lessee. Lessor will provide Lessee with written notification one hundred and eighty (180) calendar days prior to an increase in the annual rental amount, and any such increase shall be effective as of and payable no later than January 1 of the year following said notice.
- B. **Accrual of Interest and Late Payment Charges.** In the event any rent or other financial obligation due by Lessee to Lessor under the terms of the Lease is not paid in full when due, Lessee shall also pay: 1) interest accruing thereon at the statutory rate of interest as provided by law (12% per annum) until payment is made in full; and, 2) a late charge which shall accrue in full as of the first day of each and every calendar month of such delinquency until payment is made in full in the amount of twenty-five dollars (\$25.00) or one percent (1%) of the unpaid principal obligation(s), whichever is greater. All payments shall be applied first to the payment of accrued interest and to accrued late charges, and then to unpaid principal. The parties acknowledge and agree that the late charge described herein is a reasonable attempt to estimate and to compensate Lessor for higher administration costs associated with administering such late payments, and is not intended as a penalty. By assessing interest and late charges, Lessor does not waive any right to declare a breach, or to pursue any right or remedy available to Lessor by reason of such breach available at law or in equity, after the expiration of any applicable notice or cure period.
- C. **Lien.** The amount of the unpaid rent, late charges, and interest, shall constitute a lien in favor of Lessor against all of Lessee's improvements and other personal property on the Leased Premises.

3. **Use of Premises.**

- A. Lessee leases the Leased Premises for a **Broadcast Translator/LPTV/LPFM**.
- B. Any new or additional use of the Leased Premises requires Lessor's prior written consent, through a written amendment to this Lease. Any new or additional use by Lessee without the authorization of Lessor is prohibited and is grounds for termination of the Lease.
- C. Lessee shall not permit any unlawful use of the Leased Premises, nor permit any use thereof except for the purposes stated herein.
- D. **Communications Equipment.** Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) authorization or any other appropriate or applicable federal, state, or local agency authorization. Use of communications equipment is also contingent upon strict compliance with applicable requirements of the FCC or other appropriate federal, state, or local agency. Installation of towers, poles, antennas or other equipment shall not exceed applicable FCC standards.
- E. **Interference with Existing Lessees.** Lessee and any authorized sublessee shall ensure that equipment within the Leased Premises (including tenant and customer equipment) operates in a manner that will not cause harmful interference with the operation of existing lessees' authorized use or existing equipment on or adjacent to or within range of the Leased Premises. If Lessor or an authorized FCC official determines that Lessee's use interferes with existing equipment or existing lessees, then Lessee will promptly take all necessary steps to eliminate or reduce the harmful interference to the satisfaction of Lessor or the authorized FCC official. The cost for additional frequency filtering devices, as well as costs for engineering tests and installation of devices which may be required to establish protection, shall be borne entirely by Lessee.

F. **Compatibility Tests.** Lessee shall be responsible for scheduling and conducting compatibility tests of all equipment installed after the commencement of the Lease, and modifying Lessee's equipment if its operation interferes with that of another existing state lessee, or authorized sublessee, located on the Leased Premises or on sites adjacent to or within range thereof. Lessee must provide written notice of the tests to other lessees or sublessees at least two (2) weeks prior to the test date. If, subsequent to initial testing, Lessee installs equipment that operates on a different frequency or power output than the existing equipment, Lessee must schedule and conduct additional compatibility tests in accordance with this section for all lessees and authorized sublessees existing at that time. *Equipment compatibility tests required periodically.*

G. **Reports.** Lessee shall complete and submit an "ANNUAL CO-LOCATOR INVENTORY and CERTIFICATION OF FACILITY OWNER OR MANAGER" report (Attachment D) to Lessor's Southwest Supervisory Area office by January 31st of each year throughout the term of the Lease. Lessor may, at its sole discretion, require additional reports, including, but not limited to, reports containing technical information related to equipment located on the Leased Premises. *Lessor monitors lessee equipment annually*

4. New Lease.

— No Control —

No extensions
If Lessee has fully and faithfully complied with the terms and conditions of this Lease, and is not then in default, then Lessee may apply for a new lease by filing an application with Lessor prior to April 30 of the year in which this Lease expires in accordance with Idaho Code § 58-307(8). Lessee understands that the terms and conditions of any new lease are in Lessor's sole discretion and may be materially different than the terms and conditions of this Lease. A new lease is subject to the auction requirement of Article IX, § 8 of the Idaho Constitution and the conflict auction provisions of Title 58, Chapter 3, Idaho Code, and any applicable rules promulgated thereunder. Lessor shall value the creditable improvements prior to any conflict auction for a new lease in accordance with any then-existing applicable statute or rule. If Lessee is not the successful bidder of a new lease for the Leased Premises, then Lessee shall, prior to the termination or expiration of this Lease, vacate the Leased Premises, and Lessee shall be paid the value of the approved Lessee-owned improvements by the successful bidder.

5. Sublease and Assignment.

- A. **Written Approval Required.** Lessee shall not assign the Lease, or sublease or authorize another person to use any part of the Leased Premises without the prior written consent of Lessor, to be evidenced by Lessor's execution of consent forms provided by Lessor for that purpose. Any request for approval of a sublease or assignment must be filed in writing and with the appropriate processing fee, and must comply with the statutes and rules governing subleasing or assignment. Any request for approval of an assignment or sublease must be accompanied by a copy of the proposed assignment or sublease agreement. Lessor may withhold consent for any reason. Any attempt by Lessee to sublease all or any part of Lessee's interest in the Leased Premises, or to assign the Lease, shall be void and this Lease subject to termination unless Lessor has given its prior written consent. No request for Lessor's approval of any assignment or sublease will be considered unless all rent and accrued interest and late charges has been paid in full, and Lessee is in good standing under the terms of this Lease and all other contracts with Lessor. No sublease or assignment will act as a release of Lessee's obligations hereunder unless Lessor executes a separate written release of Lessee. Lessor has no obligation to release Lessee hereunder, and Lessor can withhold such release at Lessor's sole discretion. Any sublease or assignment shall be subject to the provisions of this Lease, as well as such additional terms and conditions as Lessor may require. No sublease shall not extend beyond the term of the Lease.
- B. **Specific Transaction Only.** Any consent by Lessor herein contained or hereafter given to any sublease or assignment shall be held to apply only to the specific sublease or assignment thereby approved.
- C. **Proof of Assignment.** In cases of an assignment due to the sale of Lessee's interest, Lessee must provide to Lessor one copy of the purchase agreement or contract of sale signed and acknowledged by the buyer (Assignee) and seller (Assignor). In the case of assignment without a sale, appropriate documentation must be provided to Lessor establishing that the Lease should be assigned. This may include, but is not limited to, a deed or bill of sale transferring Lessee's interest in the Lease and in Lessee's improvements and personal property which may be the result of a sale or gift; a divorce decree; or a copy of will or probate order. Lessor may require additional proof as necessary.
- D. **Additional Rent Due.** If Lessee allows the Leased Premises or any portion thereof to be used by a Co-Locator for any use, then Lessee shall, in addition to Lessee's annual rent, pay to Lessor as additional rent an amount equal to twenty-five (25%) of the amount of rent that a lessee would pay under a lease for each and every such

use by each such Co-Locator. Prior to adding a Co-Locator, or each use or additional use for a Co-Locator, Lessee shall contact IDL, who shall identify the amount to be charged by reason of such Co-Locator and for each use or additional use by such Co-Locator. Common uses which may be made by a Co-Locator include, but are not limited to, TV; AM/FM Radio; Cable TV; Broadcast Translator/LPTV/LPFM; CMRS/Facility Manager; Cellular Telephone; Private Mobile Radio Services; and Microwave/ISP/Broadband. Other uses may be identified for a Co-Locator, and IDL shall identify the additional rent for each such additional other use.

- E. Improvements. Upon an approved assignment, the ownership of any existing Lessee-owned improvements under the Lease must be separately negotiated between Lessee and such assignee, and title to the improvements transferred to the assignee.
- F. Copies to be Filed with Lessor. Copies of all assignments, subleases, or any other agreement of any kind or nature involving the use of the Leased Premises by an individual or entity other than Lessee shall be timely delivered by Lessee to Lessor.
- G. A Co-Locator is considered a sublessee under this Lease. As used herein, a Co-Locator is another user of the Leased Premises who uses separate broadcast and/or receiver equipment; has separate FCC frequencies; or is licensed separately by the FCC regardless of who owns the equipment, frequency, or license.
- H. Lessee may sublease portions of its specific improvements to additional users, provided that each such sublease shall be subject to all terms of this Lease, including termination of Lessee's interest under this Lease. Any such sublease shall be subject to and subordinate to the rights of the Lessor under this Lease, and any such sublease shall include, but not be limited to, the following terms:
 - i. No sublease shall relieve Lessee of its responsibility to pay and perform all of its obligations under this Lease to Lessor.
 - ii. The term of the sublease may not exceed the term of this Lease.
 - iii. Lessor is not liable for acts or omissions of Lessee.
 - iv. The Sublessee will abide by all terms of this Lease.
 - v. The Lessor is not liable for any pre-payment, security deposit or other pre-paid charges made to Lessee by sublessees should this Lease be terminated.
 - vi. The Lessor may impose additional requirements as a condition of approving the sublease request.

6. Leasehold Mortgage.

Lessee shall not mortgage, pledge, hypothecate or otherwise transfer Lessee's interest in this Lease, or any portion thereof, including any Lessee-owned improvements or fixtures on the Leased Premises, without the prior written consent of Lessor. Lessee shall use mortgage or deed of trust forms provided by Lessor, and shall submit completed forms and any required fee to Lessor for review and approval. The term of a mortgage agreement shall not exceed the term of the Lease, and shall terminate if this Lease is terminated for any reason. Lessor may accept or reject a leasehold mortgage in its sole discretion.

7. No Liens.

Lessee shall not permit or suffer any lien of any kind or nature to be placed on or enforced against the Leased Premises, the leasehold interest, or any improvements thereon, including, but not limited to, tax liens, judgment liens, mechanics' liens or material suppliers' liens. Lessee shall ensure that full payment is made for all labor performed at Lessee's instance and for any and all materials joined or affixed to the Leased Premises and for any improvements thereon.

8. Lessee's Compliance with Applicable Laws and Rules.

- A. Full compliance. Lessee shall fully comply with all applicable federal, state, or local laws, rules, regulations and ordinances now existing or hereafter enacted or ratified. This shall include all applicable rules, regulations and standards promulgated by the State Board of Land Commissioners or the Idaho Department of Lands, including, but not limited to, the rules governing leasing of endowment lands, IDAPA 20.03.14.

- B. **No Waste or Nuisance.** Lessee shall not use the Leased Premises in any manner that would constitute loss or waste, nor shall Lessee allow the same to be committed thereon. Lessee shall not do anything which will create a nuisance or a danger to persons or property.
- C. Lessee shall cooperate with Lessor and any other agency authorized to undertake programs for control or eradication of noxious weeds. Lessee shall take measures to control noxious weeds on the Leased Premises in accordance with Title 22, Chapter 24, Idaho Code, except those resulting from activities beyond Lessee's control. Costs for control of noxious weeds on the Leased Premises shall be the responsibility of Lessee, unless otherwise provided for in the Lease.

9. Environmental, Safety, and Sanitary Requirements.

- A. **Sanitary Requirements.** Lessee shall at all times keep the Leased Premises in a clean and sanitary condition, free of trash, garbage and litter, and in the same or better condition as when the Lease was issued. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local laws, rules, regulations and ordinances. Lessee shall dispose of sewage on the Leased Premises only if specifically authorized by Lessor. Lessee shall not store trash on the Leased Premises nor transport trash, garbage, litter or debris onto the Leased Premises. Lessee shall dispose of all trash and garbage in conformity with all applicable federal, state, and local laws, rules, regulations and ordinances. Lessee is responsible for all costs associated with sewage, garbage and litter disposal.
- B. **Fire and Safety Regulations.** Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances for fire protection, prevention and burning. Lessee agrees to keep the Leased Premises free from fire hazards as determined by Lessor. Lessee is prohibited from any burning on the Leased Premises, including, but not limited to, the burning of wood, weeds or other debris, but excepting campfires if necessary for the use under the Lease, without the prior written permission of Lessor.
- C. **No Hazardous Materials.** Lessee shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste, substance or material, including petroleum products, such as oil, gasoline, or any other substance that is known, or is suspected to be a hazardous waste, substance or material on the Leased Premises except in the acceptable and customary use associated with weed and pest control, machinery, equipment and vehicles. Lessee shall be responsible, and shall pay all costs, for the removal or other appropriate remedial action regarding any hazardous waste, substance or material that Lessee may have caused or allowed to be introduced on the Leased Premises. Any such remediation or removal or storage must be conducted in accordance with all applicable federal, state, and local laws, rules, regulations and ordinances. Lessee shall immediately, upon the introduction of any hazardous waste, substance or material on the Leased Premises, contact Lessor and the Idaho Department of Environmental Quality ("DEQ"), and enter into a consent order for remediation with DEQ. Provided however, that Lessee shall not forestall commencing any necessary remediation while negotiating the terms of any consent order with DEQ unless Lessee is so authorized in writing by Lessor. In the event of the introduction of any hazardous waste, substance or material, Lessor may require Lessee to enter into any consent order or other agreement with any other relevant agency. Lessee shall indemnify, defend and hold Lessor harmless from any and all costs, expenses, damages and fines, including, without limitation, all reasonable attorney fees and costs, including attorney fees and costs on appeal, relating to and including any hazardous waste, substances, materials, or pollution. The amount of any costs incurred by Lessor due to Lessee's violation of this provision shall constitute a non-standard administrative cost and a lien in favor of Lessor against all of Lessee's interest in the Lease and all improvements and other property on the Leased Premises.

10. No Warranty of Suitability.

- A. **No Warranty of Title.** Lessor does not warrant title to the Leased Premises or the resources that may exist on the Leased Premises. The Lease is issued only under such title as the State of Idaho may have as of the date of commencement, or as may be subsequently acquired. Lessee is solely responsible for satisfying itself with respect to the ownership of the Leased Premises. If Lessor is subsequently divested of said title, no liability will be incurred by Lessor by virtue of the Lease for any loss or damage to Lessee. Nor will any claim for refund, rents, or other amounts paid to Lessor be made by Lessee, its successors or assignees.
- B. **No Warranty of Merchantability or Fitness.** Lessee expressly acknowledges that neither Lessor, nor any agent or representative of Lessor, has made any representation of warranty, either express or implied, with respect to the title, merchantability, or fitness of the Leased Premises for any particular purpose or use, including the uses

for which the Lease is granted. Lessee accepts the Leased Premises in "as is" condition, and relies solely on Lessee's own inspection of the Leased Premises.

- C. **Nonexclusive Use.** Lessee acknowledges that the Lease is nonexclusive, and Lessor retains the right to use the Leased Premises, or to grant rights to others for use of the Leased Premises to the extent any such use does not materially interfere with Lessee's purpose and use allowed hereunder, unless otherwise provided for in the Lease. ★

Does NOT convey control - non-exclusive use

11. Payment of Taxes and Assessments.

On or before any due date, Lessee agrees to pay any and all real or personal property taxes, assessments or fees of any nature that may be legally assessed or levied against Lessee or the Leased Premises, or any portion of the Leased Premises, or on any improvements. Lessee shall make such payment directly to the taxing authority and hold Lessor harmless from any such tax, claim, assessment or fee.

12. Water Rights.

- A. **Future Water Rights and Water Use Generally.** The establishment of any new water right by Lessee or Lessor on the Leased Premises during the term of the Lease shall be by and for Lessor, and no claim thereto shall be made by Lessee. If a new water right is established on the Leased Premises during the term of the Lease, Lessee agrees that its application of water to beneficial use is on behalf of and as an agent for Lessor. Lessee may act as an agent for Lessor only for the purpose of applying water to beneficial use. Such water rights shall attach to and become appurtenant to the Leased Premises, and Lessor shall be the owner thereof. The use of any water rights by Lessee shall be in conformance with Idaho water law. Lessee must receive the prior written consent of Lessor, and the prior written consent of any department or agency of the State of Idaho having jurisdiction to regulate water rights or water use in and for the State of Idaho for any of the following:

- i. To drill and use a water well;
- ii. To develop and use any source of water;
- iii. To cause any water to be conveyed or diverted off the Leased Premises; or
- iv. To bring water onto the Leased Premises.

- B. **Water Systems.** If water is supplied to the Leased Premises by a water system operated by the State of Idaho, including Lessor, the use of such system and the supply of water provided thereby may be curtailed or terminated upon thirty (30) calendar days' written notice to Lessee from Lessor. Neither Lessor nor its agents or employees, nor any entity of the State of Idaho shall be liable in any manner for damage or inconvenience to Lessee by reason of the failure of, damage to, termination or curtailment of the operation of any water system or source supplying water to the Leased Premises.

- C. **Improvements in Aid of Water Use.** Improvements, whether pre-existing or future, made in aid of any and all water use on, or diversion from, the Leased Premises are subject to the improvement permit requirements of the Lease.

- D. **No Right of Access to Water Rights upon Termination.** Upon the termination of the Lease for any reason, Lessee shall have no right to access any point of diversion or any place of use of any water right on the Leased Premises without the prior written consent of Lessor.

13. Construction of Improvements.

No improvements allowed - No control ★

- A. **Construction of Improvements.** No construction of improvements upon or over the Leased Premises is allowed without prior written consent of Lessor.

- B. **Treatment of Improvements.** Upon termination of the Lease for any reason:

- i. Lessor shall have the right to require Lessee to remove any and all improvements, whether approved or non-approved, placed upon the Leased Premises, and to require Lessee to restore the Leased Premises, as nearly as is reasonably practical, to its natural or previous condition existing prior to any lease, all at Lessee's sole cost and expense.
- ii. Lessor has the right to enter the Leased Premises and remove any and all of the improvements, whether approved or non-approved, or otherwise dispose of such improvements, to restore the Leased Premises,

and to charge the cost of removal and/or disposal and restoration to Lessee. Lessee shall also be responsible for all collection costs, including, but not limited to, legal fees and interest.

- iii. Lessee shall quietly surrender the Leased Premises to Lessor.
 - iv. Except as otherwise expressly provided in subsection 14.B.v, below, Lessor shall not be obligated for any reason to reimburse or pay Lessee for any improvements that are not removed following the termination of the Lease whether or not said improvements be deemed abandoned, otherwise permitted to remain on the Leased Premises, or used at any time by any subsequent lessee.
 - v. Lessor reserves the right to purchase existing approved Lessee-owned improvements from Lessee at a reasonable market value, as defined in Section 14.D, as of the date of termination, but shall not, under any circumstance, be obligated to pay or reimburse Lessee therefor.
- C. **Treatment of Improvements upon Abandonment.** If this Lease is terminated for any reason, and no new lease is issued to a lessee who is obligated to purchase the Lessee-owned improvements, and if there are Lessee-owned improvements remaining on the Leased Premises following such termination for which Lessor, in its sole discretion, does not require to be removed by Lessor or by Lessee, then at Lessor's discretion, all right, title and interest of Lessee in and to any such improvements shall, upon thirty (30) days written notice to Lessee, or at a date determined at the sole discretion of Lessor, but not less than thirty (30) days, be deemed to be abandoned by Lessee, and title shall be deemed to transfer to Lessor automatically and by operation of law. Prior to a determination of abandonment as set forth herein for improvements and/or non-approved improvements allowed to remain on the Leased Premises following the termination of this Lease, Lessee may remove any such improvements and non-approved improvements provided Lessee first acquires a special use permit from IDL authorizing Lessee to enter the Leased Premises to remove any such improvements.
- D. **Market Value.** Market value is defined in this Lease as "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms for which the specified improvements should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest and assuming that neither is under undue duress."
- E. **Treatment of Non-Approved Improvements.** Lessor shall have the right to require Lessee to remove any and all non-approved improvements placed, or caused to be placed upon the Leased Premises at any time during the term of this Lease, and to require Lessee to restore the Leased Premises, as nearly as is practical, to its natural or previous condition prior to any such non-approved improvements, all at Lessee's sole cost and expense. Lessor further has the right, at its sole election, to enter the Leased Premises and remove any and all of the non-approved improvements, or otherwise dispose of such improvements, to restore the Leased Premises, and to charge the cost of removal and/or disposal and restoration to Lessee. Lessee shall also be responsible for all collection costs including, but not limited to, attorney fees and interest. If removal of any non-approved improvements has not occurred by the date that the Lease terminates, for any reason, then at Lessor's discretion, all right, title and interest of Lessee in and to any of the non-approved improvements shall, upon thirty (30) days written notice to Lessee, or at a date determined at the sole discretion of Lessor, but not less than thirty (30) days, be deemed to be abandoned by Lessee, and title shall be deemed to transfer to Lessor automatically and by operation of law.

14. Sale, Exchange or Change in Use of Leased Premises.

- Lessor can terminate*
- A. **Sale.** Lessor may sell all or any portion of the Leased Premises during the term of this Lease. The Leased Premises may be sold subject to, or free of, the Lease. Lessor will notify Lessee that the Leased Premises are being considered for sale at auction and whether the proposed sale will be subject to, or free of, the Lease at least thirty (30) calendar days prior to the date of any such auction. If the sale is to be free of the Lease, then the Lease shall terminate upon closing of the sale following the auction, or as otherwise provided by Lessor pursuant to the auction. If the Leased Premises are to be sold free of the Lease with creditable improvements present thereon, then Lessor shall value the creditable improvements prior to the auction in accordance with Idaho Code § 58-313, or the then-existing applicable statute or rule, and Lessee shall be paid the value of the improvements by the purchaser on the day of the closing of the sale. Lessee shall deliver immediate possession of all or any portion of the Leased Premises sold upon the termination of the Lease, or as Lessor may otherwise instruct.

- B. **Consent to Land Exchange.** Lessee acknowledges that the Leased Premises, or any portion thereof, may be the subject of a future land exchange by Lessor, and Lessee hereby consents to the inclusion of the Leased Premises, or any portion thereof, in any land exchange deemed necessary or appropriate by Lessor. This consent is given in compliance with Idaho Code § 58-138. If Lessor includes the Leased Premises, or any portion thereof, in any future land exchange, then Lessor shall provide Lessee with at least thirty (30) days written notice. Upon the consummation of any such land exchange, that portion of Leased Premises included within the exchange shall be removed from the Lease, and if the entire Leased Premises is subject to the exchange, then the Lease shall be terminated. And, if only a portion of the Leased Premises is subject to the exchange, then Lessee's rent obligation for the ensuing year shall be reduced proportionately. Lessee shall be entitled to continue to use the Leased Premises, or any portion thereof, included within any such exchange for the balance of the year in which the exchange occurs unless otherwise notified in writing by Lessor, in which event the Lease payment for such year shall be prorated.
- C. **Change in Use.** The Lease may be terminated in whole or in part upon one hundred eighty (180) calendar days' written notice by Lessor if the use of the Leased Premises is to be changed to any other use that is incompatible with the use authorized by this Lease, as designated by Lessor. If the Lease is terminated early due to a change in land use, then Lessee will be entitled to the prorated refund of the premium bid for a conflicted lease, if any.

15. Relations of the Parties.

In no event shall any official, officer, employee or agent of Lessor, Lessee or the State of Idaho be in any way personally liable or responsible for any covenant or obligation contained in the Lease, express or implied, nor for any statement, representation or warranty made by Lessee in connection herewith.

16. Insurance.

For the duration of this Lease and until all activity in accordance with this Lease is completed, Lessee must have and maintain, at Lessee's expense, the policies of insurance set forth below. Lessee must comply with all terms and conditions of such insurance, and must require all of its contractors and subcontractors to maintain the same types of insurance and limits. By requiring the insurance policies, Lessor does not represent that coverage and limits will be adequate to protect Lessee; and, such coverage and limits will not be deemed as a limitation on Lessee's liability to Lessor or under any indemnities granted to Lessor in this Lease.

- A. Lessee must maintain commercial general liability ("CGL") with a combined limit of not less than two million dollars (\$2,000,000) per each occurrence. If such CGL insurance, or any umbrella policy, contains a general aggregate limit, it must apply separately to the Leased Premises, must not be less than two million dollars (\$2,000,000), and must provide that defense costs will be and remain outside policy limits. Lessee waives all rights against Lessor and any additional insured for recovery of damages to the extent these damages are covered by the CGL or commercial umbrella liability insurance maintained pursuant to this Lease. CGL insurance and any umbrella policy must:
1. Be in a form and from an insurance company satisfactory to Lessor and must cover liability for bodily injury, property damage, and personal injury arising from Lessee's or its assigns', agents', operators' or contractors' use or occupation of the Leased Premises including, without limitation, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract; and
 2. Include a waiver of subrogation in favor of the State, the State Board of Land Commissioners, and the Idaho Department of Lands; and
 3. Include the State of Idaho, the State Board of Land Commissioners, and the Idaho Department of Lands, its officers, agents, and employees as additional insureds, but only with respect to Lessee's activities (including the activities of Lessee's agents, operators, employees or contractors) relating to this Lease and/or any such activities upon, or related to, the Leased Premises, and must be evidenced by an endorsement acceptable to Lessor. This insurance must apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, and non-contributory with, any additional insured.
- B. **Property Insurance.** Lessee must, throughout the term of this Lease, at its own expense, keep and maintain in full force and effect commercial property insurance covering the Improvements located on the Leased Premises. Commercial property insurance must, at a minimum, cover all perils insured under the ISO Special Causes of Loss Form and loss from earthquake and flood. The amount insured must equal the full estimated replacement

cost of the property insured. Any coinsurance requirement in the policy must be eliminated through the attachment of an agreed amount endorsement, the activation of an agreed value option, or as otherwise appropriate under the particular policy form. Lessor must be included as a loss payee under the commercial property insurance, and such status as an additional insured must be evidenced by an endorsement acceptable to Lessor. In no event will Lessor be liable for any business interruption or other consequential loss sustained by Lessee, whether or not it is insured.

- C. **Workers' Compensation.** Lessee maintain workers' compensation insurance providing statutory limits and must include Employers' Liability at minimum limits of \$1,000,000/\$1,000,000/\$1,000,000. Lessee must be responsible for workers' compensation insurance for contractors and subcontractors who directly or indirectly provide services under this Lease. This coverage must include statutory coverage for states in which employees are engaging in work. Lessee's workers' compensation coverage must include a waiver of subrogation in favor of the State, the Board, and IDL.
- D. If Lessee or its contractors or subcontractors utilize drones or other aviation in relation to any activity on the Leased Premises or an authorized unit, Lessee must, prior to such use, procure and maintain for the duration of this Lease aviation liability insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of the Unmanned Aerial Vehicle a.k.a. drone. The aviation liability insurance must have products and completed operations, property damage, and bodily injury limits no less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. The aviation liability policy and any umbrella must designate Lessor as an additional insured and must include a waiver of subrogation in favor of the State, the Board, and IDL.
- E. **Insurance Policy Requirements.** All policies required under this Section shall be written as primary policies and not contributing to or in excess of any coverage Lessor may choose to maintain. All insurers shall have a Bests' rating of A- or better, and be authorized to do business in the State of Idaho. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage without thirty (30) days written notice from Lessee and its insurer to Lessor; provided however, that if such prior advanced written notice cannot reasonably be provided, then Lessee shall immediately notify Lessor as soon as Lessee becomes aware of any such cancellation, termination, material change, or intent not to renew. In any event, Lessee shall immediately notify Lessor of any such notice of cancellation, termination, material change, or intent not to renew any policy required by this Lease and shall deliver to Lessor a copy of any such notice upon receipt thereof from any insurer.
- F. **Proof of Insurance.** Prior to taking occupancy or commencing operations or construction, and at least annually thereafter, Lessee shall furnish Lessor with a certificate of insurance executed by a representative of each insurer duly authorized to bind coverage, together with a copy of any applicable policy and policy endorsement showing compliance with all insurance requirements set forth herein including evidencing Lessor as additional insured. Lessee shall provide certified copies of all insurance policies required above within fifteen (15) days of Lessor's written request for certified copies. Failure of Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance.
- G. **No Limitation of Liability.** By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability pursuant to this Lease.
- H. Lessee is a State of Idaho Agency. Therefore, the insurance requirements of this Section 16 shall be satisfied by the comprehensive liability plan provided through the Risk Management Program established under Idaho Code section 67-5733 *et seq.* and evidence of participation in workers' compensation provided by the State Insurance Fund.

17. Indemnification.

- A. **Liability Coverage.** Lessor and Lessee understand that each is covered with respect to third party tort liability by the State of Idaho, Department of Administration, Risk Management Program ("Risk Management"), utilizing the retained Risk Account. This is a plan of liability coverage provided by and subject to provisions of the Idaho Tort Claims Act, and the Department of Administration, Risk Management statutes. So long as Lessee hereunder remains insured through Risk Management, Lessee shall be exempt from the insurance requirements set forth in this Lease; provided, however, losses under this Lease attributable to Lessee shall apply to Lessee's loss history. Lessor and Lessee agree to accept that coverage as adequate insurance of the other party with respect to personal injury and property damage.
- B. **Third Party Liability.** Lessor and Lessee agree that any third party tort liability claim, suit or loss resulting from or arising out of the parties' performance of any activities under this Lease shall be allocated to one or both parties by Risk Management for purposes of loss experience and subsequent allocation of agency premium assessments. Lessor or Lessee of this Lease shall notify Risk Management and the other party in the event it receives notice or knowledge of any claim(s) arising out of the performance of, or activities under, this Lease. Lessee shall notify Lessor immediately in the event that Risk Management no longer provides coverage. The Lease shall terminate immediately in such circumstances
- C. **Agency Property Damage.** Lessor and Lessee shall be responsible to the other for damage to property of the other caused by such party in the performance of this Lease or any related task order. If the damaged property (including vehicles) is covered by property or auto coverage through Risk Management, then Risk Management shall charge the damage or loss to the responsible party, and the responsible party shall be responsible for the deductible, if any. In the event of damage to either party's property in the performance of this Lease for which it is unclear which party was at fault or caused such damage, then each party shall be responsible for their own property. Lessor or Lessee shall notify Risk Management and the other party in the event it receives notice or knowledge of any claim(s) arising out of the performance of, or activities under, this Lease

18. Audit Rights.

Audit Rights. Lessor shall have the right to audit, in such a manner, and at all reasonable times as it deems appropriate, all activities of Lessee arising in the course of its operation under this Lease. Lessee must maintain its books, records, documents, and other evidence of accounting in accordance with generally accepted accounting principles so as to properly reflect its business. At the sole discretion of Lessor, an audit of Lessee's books or the supporting tax documents that have been filed with the Internal Revenue Service or the State Sales Tax Report may be performed by a Certified Public Accountant or agent of the Department of Lands. If gross receipts is applicable under this Lease, and if an audit of gross receipts shows a discrepancy of ten percent (10%) or more of any amounts due under this Lease, then any additional rental owed, including all late charges calculated from the date the additional rent would have been due, and the entire cost of the audit, shall be paid to Lessor within thirty (30) days written notice to Lessee, unless otherwise agreed upon in writing by Lessor.

19. Reservations by Lessor.

Lessor expressly reserves to itself the following rights:

- A. All rights not expressly granted to Lessee under the Lease, including all rights to timber, water, oil and gas, geothermal rights, mineral rights, easements and rights-of-way, fee title to the Leased Premises, and title to all appurtenances and improvements placed thereon by Lessor or abandoned by any lessee.
- B. To grant easements and rights-of-way over and across the Leased Premises provided such easements or rights-of-way do not materially affect Lessee's use and enjoyment of the Leased Premises under the terms of the Lease. Lessor shall coordinate with Lessee before approving any easement or right-of-way application on the Leased Premises. If the easement or right-of-way materially and adversely impacts the value of Lessee's improvements, then Lessor, as the grantee of such easement or right-of-way, shall, before exercising the same, pay Lessee the reasonable diminution in value of any permitted improvements. Said value shall be determined by Lessor's valuation.
- C. To issue other leases on the Leased Premises. Such other leases may be for any purpose deemed appropriate by Lessor provided such other leases do not materially affect Lessee's use and enjoyment of the Leased

Premises under the terms of the Lease. Other lease purposes may include, but is not limited to, the exploration and development of oil or gas, geothermal, mineral deposits, and placer deposits as provided by Title 47, Idaho Code. In the event any such other lease is granted by Lessor which materially and adversely impacts the value of Lessee's improvements, the other lessee shall, before exercising the same, pay Lessee the reasonable diminution in value of any permitted improvements. Said value shall be determined by Lessor's valuation.

- Lessor can change the leased premises - No Control -
- D. To require that changes be made in the use under the Lease, and/or to the improvements on the Leased Premises, including, but not limited to, the sanitation or other facilities for the protection of public health, safety, preservation of property or water quality.
 - E. To reserve as Lessor's sole property any and all water appurtenant to Lessor's land or from any source arising thereon, and to hold water rights for any beneficial use that may be developed as a result of the Lease, and as further provided in *Section 13. Water Rights*, herein.
 - F. Rights of ingress, egress, and access, over, under and across the Leased Premises for Lessor and its lessees, permittees, contractors, and assigns on existing roads, or on suitable alternative roads provided by Lessee.
 - G. To change the use of the Leased Premises, in whole or in part, for other uses that will better achieve the fiduciary obligations of Lessor to endowment beneficiaries. Upon a change in use, the Lease may, at Lessor's discretion, be terminated in whole or as to the affected part. In the event of any such termination due to a change in use, the provisions of *Section 14. Construction of Improvements*, herein, relating to compensation for permitted improvements shall apply.
 - H. To sell timber on the Leased Premises or otherwise conduct forest management activities. Lessor reserves the right to restrict or prohibit Lessee's use on all or portions of the Leased Premises for timber management purposes. Lessee will be given not less than one hundred eighty (180) calendar days written notice of any such restrictions or termination, together with a map of the restricted area.
 - I. To restrict or prohibit Lessee's use of all or any portion thereof of the Leased Premises in response to emergency conditions including fires, flooding and drought.
 - J. To sell all or any portion of the Leased Premises at any time during the term of the Lease, and as further provided in *Section 15. Sale, Exchange or Change-in-Use of Leased Premises*, herein.
 - K. To harvest seed from plants on any portion of the Leased Premises. Lessor will coordinate the harvesting activities with Lessee to minimize impacts on communications operations.
 - L. To close roads for road protection, wildlife protection or administrative purposes. Planned road closures will be reviewed with Lessee prior to action by Lessor.
 - M. To claim all improvements placed upon the Leased Premises remaining after abandonment by Lessee, or to take possession immediately in cases of termination upon breach, and Lessee's failure to cure, of any of the conditions of this Lease, or to remove the same in Lessor's sole discretion at Lessee's cost. No improvements will be disposed of by Lessor until all administrative procedures have been exhausted, waived, or not timely acted on by Lessee.

20. Lessee's Default.

- A. Lessee's Failure to Comply. Lessee's failure to comply with the Lease shall be a breach giving rise to a basis for termination of this Lease. Upon default by Lessee, Lessor shall provide Lessee a notice of default providing at least thirty (30) calendar days' written notice of default and opportunity to cure. Notice of any intention to terminate the Lease upon failure to cure shall be provided to Lessee. If the default is non-financial in nature and cannot reasonably be cured within thirty (30) days, then the corrective action required of Lessee and a longer period to cure may be provided by Lessor. If the corrective action or cure is not taken within the specified time or does not occur, then the Lease shall automatically terminate on the date specified in the written notice without any further notice or demand by Lessor, unless otherwise agreed by Lessor in writing. Lessee shall not, while in default or breach, remove any of the improvements unless directed by Lessor. In addition to the rights and remedies granted or reserved to Lessor in the Lease, Lessor shall have all other rights and remedies against Lessee as are available at law or in equity. Lessor's pursuit of any particular right or remedy for breach shall not, in and of itself, constitute a waiver or relinquishment of any other compatible claim or remedy against Lessee.

- B. Obligations incurred by Reason of Lessee Default. In the event Lessee fails to perform any act or do anything which Lessee is required to do under the terms of this Lease, Lessor shall have the right, but not the obligation, to perform on behalf of Lessee, any such action. Lessee shall immediately reimburse Lessor for all costs and expenses, including attorney fees (including fees from the Office of the Attorney General of the State of Idaho), incurred by Lessor in performing any such act or thing. Lessee's obligation to pay costs hereunder shall be deemed to be a non-standard administrative cost.

21. Notices.

- A. Notices. Any notice or demand given under the terms of the Lease shall be deemed given and delivered on the date when personally delivered, or if mailed, the date written notice is deposited in the United States Mail, and mailed by regular or certified mail, postage prepaid and properly addressed to the appropriate party.
- B. Addresses. Unless changed by notice in writing, any notice, demand, and communication under the Lease shall be addressed to Lessor at:

Idaho State Board of Land Commissioners
c/o Idaho Department of Lands
300 North 6th Street, Suite 103
PO Box 83720
Boise ID 83720-0050

and to Lessee at the address set forth at the beginning of the Lease. Any notice or correspondence mailed to Lessee at the last identified address shall be deemed effective delivery. It is Lessee's duty to notify Lessor, in writing, of any change in mailing address.

22. Waiver.

The waiver by Lessor of any breach of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of any past, present, or future breach of the same or any other term, covenant, or condition of this Lease. The acceptance of rent by Lessor shall not be construed to be a waiver of any term of this Lease. No payment by Lessee of any amount less than that due and owing, according to the terms of this Lease shall be deemed or construed to be other than a partial payment on account of the most recent rent due, nor shall any endorsement or statement of any check or letter accompanying any payment be deemed to create an accord and satisfaction.

23. Attorney's Fees and Costs.

In the event either party initiates a legal proceeding under the Lease, the prevailing party in that legal proceeding shall be entitled to such additional sums as the court may award for reasonable attorney fees (including fees from the Office of the Attorney General of the State of Idaho) and costs (including appraisal fees and expert fees) incurred in such proceeding, and on appeal.

24. Miscellaneous.

- A. Modification. The terms of the Lease, excluding the rent adjustments, may be modified only by the prior written consent of the authorized representatives of Lessor and Lessee.
- B. Appraisals and Valuations. Any appraisal or valuation by Lessor called for in this Lease shall be done by Lessor in accordance with applicable state laws and regulations, and the then-existing policy of Lessor, if any.
- C. Subject to Existing Leases/Easements. This Lease is expressly subject to any right-of-way permit, easement, lease or contract, including any present or future timber sale contract, that is now in force and effect, or that may hereafter be granted relating to the Leased Premises.
- D. Timber. This Lease does not authorize Lessee to cut any timber growing on the Leased Premises. Any unauthorized use of such timber by Lessee or with Lessee's knowledge or consent, shall result in termination of the Lease without notice and an opportunity to cure. Lessee shall be responsible for all damages incurred by reason of such breach, including treble damages for the value of any timber used or taken and all other damages. Said timber value will be determined by Lessor.

- E. Lessee's Non-Discrimination. Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.
- F. Paragraph Headings. The paragraph headings, titles, and captions used in this Lease are not to be construed as interpretations, but are inserted for convenience and reference only.
- G. Entire Agreement. This Lease (including the Summary of Lease Provisions, Lease Provisions, Signature Pages and all Attachments) contains the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements. The execution of this Lease has not been induced by either party, or any agent of either party, by representations, promises, or undertakings not expressed herein and further, there are no collateral agreements, stipulations, covenants, promises, inducements or undertakings whatsoever between the respective parties concerning this Lease except those expressly contained herein.
- H. Governing Law and Forum. This Lease shall be construed in accordance with and governed by the laws of the State of Idaho and the parties consent to the jurisdiction and venue of the Idaho State District Court located in Ada County in the event of any dispute with respect to this Lease or the Leased Premises
- I. Binding on Heirs and Successors. The Lease shall inure to the benefit of and be binding upon the heirs, executors, successors, sublessees, and assigns of the parties in accordance with the terms hereof.
- J. Severability. In the event any provision of this Lease shall be held invalid or unenforceable according to law, for any reason whatsoever, then the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
- K. License/Authorizations. Lessee shall be responsible for paying any fees for any license or authorizations that may be required from other entities as required in the course of doing business as it relates to this Lease.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Lessee has executed this instrument as set forth below.

LESSEE:

Date:

2/2/2023

Idaho Public Television,
an agency of the State of Idaho

Jeff Tucker
General Manager

STATE OF Idaho

County of

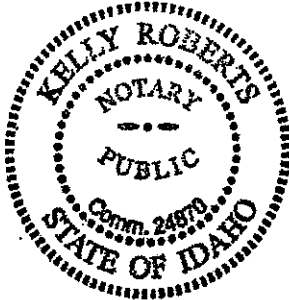
Ada

) ss.

On this 2nd day of February, 2023, before me a notary public in and for said state, personally appeared **JEFF TUCKER**, known or identified to me to be the authorized General Manager of Idaho Public Television, an agency of the State of Idaho, the person who executed the instrument on behalf of said agency, and acknowledged to me that agency executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first above written.

(Seal)



Kelly Roberts
Notary Public
Residing at: Boise Idaho
My Commission Expires: 11/2/2025

IN WITNESS WHEREOF, Lessor has executed this instrument as set forth below.

LESSOR:

STATE BOARD OF LAND COMMISSIONERS

President of the State Board of Land Commissioners
and Governor of the State of Idaho

Countersigned:

Secretary of State of Idaho

Director of the Idaho Department of Lands

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this ____ day of _____, 2023, before me, a Notary Public in and for said State, personally appeared **BRAD LITTLE**, as the President of the State Board of Land Commissioners and Governor of the State of Idaho, that executed the within instrument, and acknowledged to me that he executed the same as said President and Governor, and that the State Board of Land Commissioners and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

(seal)

Notary Public for State of Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this ____ day of _____, 2023, before me, a Notary Public in and for said State, personally appeared **PHIL MCGRANE**, as Secretary of State of Idaho, that executed the within instrument, and acknowledged to me that he executed the within instrument as said Secretary of State and that the State Board of Land Commissioners and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

(seal)

Notary Public for State of Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this ____ day of _____, 2023, before me, a Notary Public in and for said State, personally appeared **DUSTIN T. MILLER**, the Director of the Idaho Department of Lands and Secretary of the State Board of Land Commissioners, and acknowledged to me that he executed the within instrument as said Director and Secretary, and that the State Board of Land Commissioners and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

(seal)

Notary Public for State of Idaho
My Commission Expires: _____

ATTACHMENT A

SPECIAL TERMS AND CONDITIONS

The Lessee will be required to maintain the access road at Lessee expense to the lease site for the duration of the lease.

ATTACHMENT B

LEGAL DESCRIPTION OF LEASED PREMISES

A .25 acre site on a portion of south half of the southeast of the southwest, section 15, Township 6 North, Range 5 East, Boise Meridian, Boise County, Idaho.

Described here:

Commencing at the Southwest corner of said section 15, thence east 1302 feet more or less, thence north 400 feet more or less, thence 530 feet more or less to the POINT OF BEGINNING,
Thence east 104 feet,
Thence north 104 feet,
Thence west 104 feet,
Thence south 104 feet to the POINT OF BEGINNING.

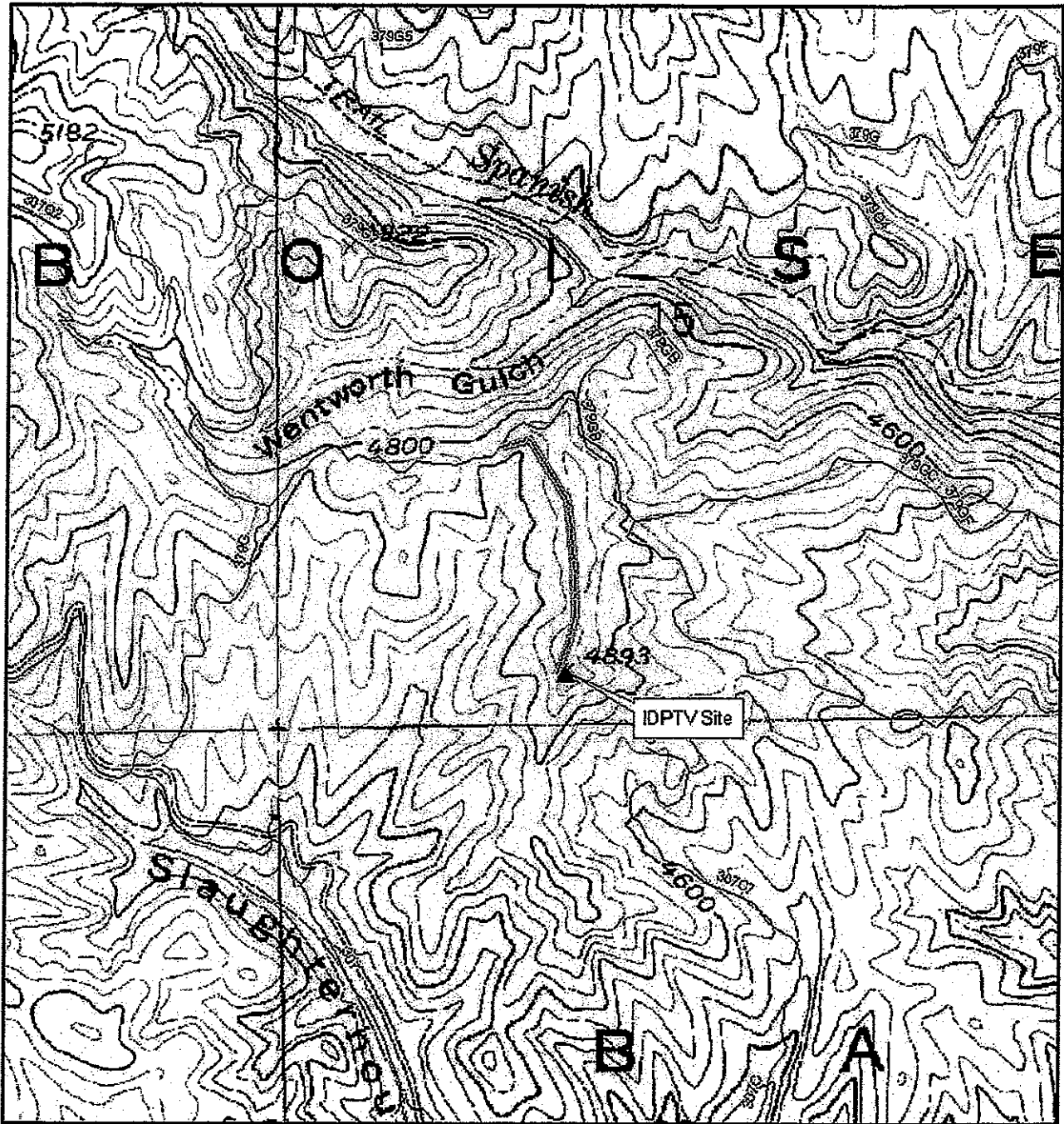
The below table is provided for internal IDL reference only.

Instrument Number	Township	Range	Section	Legal Description	County	Endowment	Acres	IHMA/PHMA Acres
M600095	06N	05E	15	PTS S2SESW	Boise	PS	.25	0

ATTACHMENT C

SITE MAP(S)

T06N R05E Sec 15



Legend

- IDPTV Lease Site
- Lease Road
- Existing Roads
- State Land
- Forest Service

12/15/2020
Scale 1 10,500



0 0.25 0.5 0.75 Miles

**ATTACHMENT D
REPORTS**

**ANNUAL CO-LOCATOR INVENTORY
and
CERTIFICATION OF FACILITY OWNER OR MANAGER**

Lessee shall submit an ANNUAL CO-LOCATOR INVENTORY report to Lessor by January 31st of each year. The report template is attached to this Lease and should be copied annually for use. Lessee is required to identify all Co-Locators as described in Sections 6.G. and 6.H. Information supplied in this report will include Co-Locator's legal entity name, the primary use for the Co-Locators equipment, and the date that the Co-Locator first installed equipment on/in the communication site. Lessee is required to certify and sign the annual report prior to submitting it.

ATTACHMENT D
REPORTS

STATE COMMUNICATION SITE LEASE

ANNUAL CO-LOCATOR INVENTORY

and

CERTIFICATION OF FACILITY OWNER OR MANAGER



Lessee Name: Idaho Public Television

Lease Number: M600095

Do you, as the owner of this communications facility, operate any communications equipment in this facility?

☐ Yes

☐ No

If Yes, what is your Use? (See list below): _____

Co-Locator Inventory

List all Co-Locators in your facility as of January 1 of this year.

Co-Locator Name	Use *	Date/Year First In Facility

***Use Categories**

TV	Broadcast Television	Cell Phone	Cellular Telephone
AM/FM Radio	Broadcast AM/FM Radio	PMRS	Private Mobile Radio Services
Cable TV	Cable Television	Micro/ISP/Broad	Microwave/Internet Service Provider/Broadband uses
BT/LPTV/LPFM	Broadcast Translator/Low Power Television/Low Power FM Radio	Other	Small, unobtrusive, low power monitoring or controlling devices
CMRS/Fac Mgr	Commercial Mobile Radio Services (i.e., paging) / Facility Manager		

I certify that to the best of my knowledge the information provided above is true, correct, and complete. I acknowledge that inaccurate reporting of use may lead to the termination of my lease.

Printed Name

Signature

Date

Phone Number

Email Address

Please mail completed form to Southwest area office 8355 W State Street Boise, ID 83703 no later than January 31st

***** **Area and Bureau Office Use Only** *****

Area Reviewer: _____

(IDL DATE STAMP)

Form Distribution: Bureau File

ATTACHMENT E

EXISTING IMPROVEMENTS

Improvements on the Leased Premises belong to Idaho Public Television are as follows:

Equipment on this lease includes a 50 to 65 foot tall, 3 leg tower structures that utilizes a slab type concrete base and has 9 foot wide faces for antennas, and a pre-fabricated communication building that is 15 feet by 15 feet in size. An eight foot chain link fence with one strand of barbed wire on top has be constructed around the .25 acre site.

**FOURTH AMENDMENT
TO THE LEASE AGREEMENT FOR SPACE**

This Fourth Amendment to Lease Agreement for Space (“**Amendment No. 4 (2022)**”) is made and entered into this 18th day of August, 2022, by and between the Orchard Partners LLP, 1299 North Orchard Street, Suite 203, Boise, Idaho 83706 (“**Lessor**”) and the State of Idaho, by and through the Idaho Public Television, 1455 North Orchard Street, Boise, Idaho 83706 (“**Lessee**”), is an amendment of the Lease Agreement for Space between the Lessor and the Lessee with the reference date of May 8, 2008 (which is the last signature date) (“**Original Lease**”) for the Premises located at 1455 North Orchard Street, Boise Idaho 83706.

WITNESSETH

WHEREAS, the parties desire to amend the Original Lease;

WHEREAS, the Lessee is legally authorized to enter in this amendment by power granted by Title 67, Chapter 57 of Idaho Code, with the approval of the Department of Administration;

WHEREAS, the Original Lease was amended pursuant to (a) the First Amendment to Lease Agreement for Space with a reference date of October 24, 2011 in connection with generation equipment, (b) the Second Amendment to Lease Agreement for Space with a reference date of July 22, 2013 to extend the lease to June 30, 2018, and (c) the Third Amendment to Lease Agreement for Space with a reference date of June 20, 2018 to extend the lease to June 30, 2028 (“**Amendment No. 3**”). Defined terms in this Amendment No. 4 (2022) that are not defined in this Amendment No 4 (2022) have the meaning set forth in the Original Lease and subsequent amendments;

WHEREAS, the Original Lease measured the total square footage of Rentable Area using the then applicable American National Standard ANSI/BOMA Z65.1-1996 (“**1996 BOMA Standard**”). The national standard was subsequently updated, and the now applicable standard for measuring the Rentable Area is American National Standard ANSI/BOMA Z65.1-2017 (“**2017 BOMA Standard**”). The parties desire to update the Rentable Area to comply with 2017 BOMA Standard; and

WHEREAS, the Lessee desires to exercise its first right of offer for additional space in the IPTV Building set forth in Section 5 of the Amendment No. 3 to lease and renovate 1,802 square feet on the second floor of the building located at 1455 North Orchard Street, Boise Idaho 83706 (“**Expansion Space**”) which will increase the rentable square feet by 1,802 from 26,915 to 28,717 (using the 2017 BOMA Standard).

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Original Lease is hereby further amended as follows:

1. UPDATING RENTABLE AREA TO 2017 BOMA STANDARD. Effective July 1, 2022: the Rentable Area and rent per square foot are recalculated pursuant to the 2017 BOMA Standard, with the Premises and total rent remaining the same. As an exception to the application of the 2017 BOMA Standard, although the 2017 BOMA Standard allows exterior balconies, covered galleries and finished rooftop terraces (“**Exterior Galleries**”) to be included in calculating (a) tenant rentable square footage if the Exterior Galleries are reserved for the exclusive use by a tenant, or (b) building common areas, for purposes of this Amendment No. 4 (2022) the Exterior Galleries were not included in calculating rentable square footage. This exception relating to Exterior Galleries may be changed in the future if the Premises

or building changes. The Premises, Rentable Area, rent per square foot, and total rent for the period from July 1, 2022 to June 30, 2028 are set forth in the following table:

Lease Year	1996 BOMA Standard		2017 BOMA Standard		Total Rent (without discounts)
	Rentable Area	Rent per Square Foot	Rentable Area	Rent per Square Foot (rounded to nearest cent)	
7-1-2022 to 6-30-2023	25,813	\$18.15	26,915	\$17.41	\$468,505.95
7-1-2023 to 6-30-2024	25,813	\$18.66	26,915	\$17.90	\$481,670.58
7-1-2024 to 6-30-2025	25,813	\$19.18	26,915	\$18.39	\$495,093.34
7-1-2025 to 6-30-2026	25,813	\$19.72	26,915	\$18.91	\$509,032.36
7-1-2026 to 6-30-2027	25,813	\$20.27	26,915	\$19.44	\$523,229.51
7-1-2027 to 6-30-2028	25,813	\$20.84	26,915	\$19.99	\$537,942.92

2. PREMISES AS OF JULY 1, 2022. Effective July 1, 2022, (a) the space leased by Lessee (“Premises”) shall be increased by the Expansion Space from 26,915 to 28,717 Rentable Area (using the 2017 BOMA Standard) by the Lessee expanding into space south of Lessee’s existing second floor Premises; (b) the Premises, Rentable Area and rent rate per square foot are set forth in the following table for the period of 07/01/2022 to 06/30/2028; (c) the Premises after the expansion are depicted on Exhibit 2 that is attached. To avoid doubt, effective with this Lease Amendment No. 4 (2022), the term “Premises” means 28,717 Rentable Area (including the Expansion Space) as depicted in Exhibit 2.

Lease Year	Rentable Area	Rent per Square Foot	Annual Rent	Monthly Rent	Annual Rent Less 1% Discount
7-1-2022 to 6-30-2023	28,717	\$17.41	\$499,962.97	\$41,663.58	\$494,963.34
7-1-2023 to 6-30-2024	28,717	\$17.90	\$514,034.30	\$42,836.19	\$508,893.96
7-1-2024 to 6-30-2025	28,717	\$18.39	\$528,105.63	\$44,008.80	\$522,824.57
7-1-2025 to 6-30-2026	28,717	\$18.91	\$543,038.47	\$45,253.21	\$537,608.09
7-1-2026 to 6-30-2027	28,717	\$19.44	\$558,258.48	\$46,521.54	\$552,675.90
7-1-2027 to 6-30-2028	28,717	\$19.99	\$574,052.83	\$47,837.74	\$568,312.30

3. PAYMENT OF RENT AND ADJUSTMENT FOR IMPROVEMNETS TO EXPANSION SPACE. As of the date of this Amendment No. 4 (2022), Lessee has already paid the rent in the amount set forth in Section 1 for the Premises except for the Expansion Space for the period from July 1, 2022 to June 30, 2023. Commencing July 1, 2022 and thereafter, Lessee shall pay the Rent for the Premises including the Expansion Space as set forth in Section 2. The tenant improvements to the Expansion Space

will not be completed until after July 1, 2022. Upon substantial completion of the tenant improvements for the Expansion Space as indicated by a separate document entitled “Memorandum of Commencement of Rent for Expansion Space” (“**Memorandum**”), Lessor shall invoice Tenant for the rent due for the Expansion Space for the period commencing on the date set forth in the Memorandum and ending June 30, 2023 in the amount that equals (a) the rentable square feet of the Expansion Space, which is 1,802, multiplied by (b) the per square foot rent for lease year 2022-2023, which is \$17.41, divided by (c) 365, and then multiplied by (d) the number of days from the date for rent commencement set forth in the Memorandum to June 30, 2023. The rent shall be paid by Lessee to Lessor either monthly for the remaining months in the period ending June 30, 2023, or in one lump sum payment, in which event Lessee shall be entitled to a 1% discount as if the lump sum payment were an annual pay.

4. REFURBISHMENT AND RENOVATION. Upon execution of this Amendment No. 4 (2022), Lessor agrees to provide to Lessee with Refurbishment Allowances set forth in this Section 4. The refurbishment must be approved by Lessor, may be performed in phases, shall be performed by Lessor’s designated vendors, and shall be performed within the time frames specified below:

- a. **Allowance for 2018-2023.** For the period commencing upon the execution of this Amendment No. 4 (2022) to June 30, 2023, Lessor shall provide the Refurbishment Allowance of \$65,989.65, calculated as follows:
 - i. **Allowance for 2018-2022.** Refurbishment Allowance of \$48,759.45 from July 1, 2018 to June 30, 2022, calculated as follows:
 1. 25,813 Rentable Area, using the 1996 BOMA Standard;
 2. Multiplied by \$0.60 per square foot for Refurbishment Allowance for 1 year;
 3. Multiplied by 4 for the years from July 1, 2018 to June 30, 2022; and
 4. Minus the amount of \$13,191.75 for Refurbishment Allowance already used; plus.
 - ii. **Allowance for 2022-2023.** Refurbishment Allowance of \$17,230.20 from July 1, 2022 to June 30, 2023, calculated as follows:
 1. 28,717 Rentable Area, using the 2017 BOMA Standard; and
 2. Multiplied by \$0.60 per square foot for Refurbishment Allowance for 1 year.
- b. **Allowance for 2023-2028.** For the period July 1, 2023 to June 30, 2028, Lessor shall provide the Refurbishment Allowance of \$97,637.80, calculated as \$3.40 per square foot for 28,717 Rentable Area (using the 2017 BOMA Standard).
- c. **Standard Refurbishment.** In addition to the Refurbishment Allowances identified in this Section 4, throughout the term of this Amendment No. 4 (2022), Lessor will repaint and re-carpet the Premises at mutually agreeable times but not more than once every 5 years to maintain the building in its current Class A condition, except that Lessee shall pay for painting and carpeting that is caused by (i) damage to the Premises by Lessee or Lessee’s employees, directors, officers, guests, invitees or other people, (ii) Lessee’s rearrangement of furniture, cubicles or other fixtures, or (iii) Lessee’s tenant improvements. To accommodate painting and carpeting, Lessee is responsible to relocate employees and staff and for moving furniture.

5. TERM OF THE AMENDMENT NO. 4 (2022). The term of this Amendment No. 4 (2022) shall be unchanged ending at midnight on **June 30, 2028**. The Lessee may, at the expiration of the term of the Lease and without the necessity of renewing the Lease, continue its occupancy of the entire Premises on a month-to-month basis upon the terms and conditions set forth in the Lease, as amended, for a period not to exceed one (1) year (“**Holdover**”). The Lessor may terminate the Lessee's month to month Holdover occupancy upon sixty (60) days' prior written notice to the Lessee. If a Holdover occurs after the end of

the term on June 30, 2028, then the monthly lease payment during the Holdover shall equal \$49,272.87, with no right of prepayment.

6. LESSOR'S IMPROVEMENTS TO EXPANSION SPACE.

a. **Signs:** Lessor and Lessee will work together on an improved building signage package. The improvements shall consist of modifications of existing wayfaring and building signs that are consistent with the business park appearance. Lessor shall pay for internal building directory and, if requested by Lessee, a sign at the entrance of the Expansion Space. If Lessee desires additional signs, Lessee shall obtain Lessor's approval and at Lessee's expense shall pay for additional business park and building signs.

b. **Expansion Space Improvements - Scope.** The Expansion Space shall be renovated to convert the existing Expansion Space to more efficient workspace for Lessee. Lessor shall, on Lessee's behalf, make the improvements to the Expansion Space pursuant to the final plans and specifications that are attached as Exhibit 6.b and are hereby approved by Lessee ("**Work**"). Lessor shall promptly commence the Work upon receipt of this fully executed Amendment No. 4 (2022) and to substantially complete the Work by August 15, 2022, unless the completion of the Work is delayed by the building permit process, material shortages, labor shortages, or other factors beyond the control of Lessor.

c. **Expansion Space Improvements – Cost.** The Work is estimated to cost \$92,902.13 as shown the attached Exhibit 6.c. Lessee shall pay the actual renovation costs as determined upon completion of the Work. Lessee shall pay for the Work as follows: (a) first, apply to the cost of the Work against any credit owed by Lessor to Lessee arising from the Refurbishment Allowance set forth in Section 4.a of this Amendment No. 4 (2022), and (b) second, pay any additional amounts pursuant to a true-up invoice from Lessor to Lessee. Lessee assumes responsibility for expenses associated with the renovation Expansion Space, such as relocated HVAC vents and fire-sprinkler heads. Lessee does not assume responsibility for expenses for system and building upgrades required due to equipment end-of-life or building code related upgrades caused by the Work; these shall be the sole responsibility of the Lessor. With the mutual understanding there may renovation costs that cannot be clearly allocated between the parties, both parties will work together and negotiate in good faith to allocate such costs. If Lessor becomes aware that the total cost of the Work is anticipated to exceed \$92,902.13 plus additional permit fees, Lessor shall immediately notify Lessee. For Work which Lessee is financially responsible, Lessee may elect upon such notification to either agree to pay these increased costs or to reduce the scope of the Work.

d. **Expansion Space Improvements – Insurance.** Lessor shall maintain all insurance applicable to the Work, including worker's compensation and liability insurance. Lessor shall indemnify, defend and save harmless Lessee from and against all claims, damages, costs, legal fees, expenses, actions and suits whatsoever, including injury or death of others or any employee of the Lessor, subcontractors, agents or employees, caused directly or indirectly by the carrying out of the Work, or caused by any matter or thing done, permitted or omitted to be done by the Lessor, Lessor's agents, subcontractors or employees and occasioned by the negligence of the Lessor, and Lessor's agents, subcontractors or employees.

e. **Expansion Space Improvements – Quality.** All Work shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules, and regulations. The minimum building and safety codes adopted by the state of Idaho and the federal government may be reasonably amended by the Division of Building Safety. An accurate listing of their codes can be located at <http://dbs.idaho.gov>. Lessor shall obtain all permits and inspections applicable to the Work. Lessor shall warrant and guaranty to Lessee all materials, equipment, and workmanship for one (1) year from the date of the temporary certificate of occupancy. Lessor shall complete a final cleaning upon completion of the Work. Lessor shall perform the Work to minimize any disturbances to the day-to-day business activities of Lessee. Work shall be done during business hours.

f. **Expansion Space Improvements – Trade Fixtures.** Upon the termination of the Lease, Lessee may remove the trade fixtures installed by Lessee and return the Premises to the original condition, reasonable wear and tear excepted.

g. **Cubicles.** At no additional cost to Lessee, Lessee may use Lessor's cubicles and furniture that will be located on the Premises. In addition, Lessor may have additional cubicles and office furniture that Lessee can use. All cubicles and furniture provided by Lessor remain property of Lessor. Upon termination of this Lease, Lessee shall return Lessor's cubicles and furniture to Lessor in the same condition, normal wear and tear excepted. Lessee shall install, move, and maintain all cubicles and office furniture at Lessee's expense.

7. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Amendment No. 4 (2022) may be executed in exact counterparts and when so executed by the parties shall be effective in accordance with the terms hereof. This Amendment No. 4 (2022) may be executed and delivered by electronic means and thereupon Amendment No. 4 (2022) shall be treated in each case and for all purposes as an original and shall be considered to have the same binding legal effect as if it were an original manually signed counterpart delivered in person.

8. **NO ADDITIONAL PROVISIONS.** All provisions of the Original Lease, and all previous amendments, unless specifically hereby amended, shall remain in force during the period covered by this Amendment No. 4 (2022). No other understanding, whether oral or written, whether made prior to or contemporaneously with this Amendment No. 4 (2022), shall be deemed to enlarge, limit, or otherwise affect the operation of the Original Lease or this Amendment No. 4 (2022).

[Signatures start on the next pages]

IN WITNESS WHEREOF, the Parties have executed this Lease Amendment as set forth above.

LESSOR: Orchard Partners, LLC
By Orchard Commons, LLC, its
managing partner

Signature: *Thomas Chandler*
Thomas Chandler (Aug 22, 2022 15:31 MDT)

Printed Name: Thomas Chandler

Title: Managing Member

Date: 08/22/2022

LESSEE: Idaho Public Television

Signature: *[Signature]*

Printed Name: Jeff Tucker

Title: General Manager

Date: 08/26/2022

APPROVED BY:

Richard Brien

Richard Brien, Statewide Leasing Manager
State Leasing Program, Division of Public Works, Department of Administration

08/28/2022

Date

LEASE AMENDMENT No. Two

THIS LEASE AMENDMENT ("Lease Amendment"), is entered effective upon the date of the last required signature (the "Effective Date"), by and between the Riverview Industrial Park Management, LLC, c/o Classic Property Management, 605 East 46th Street, Suite 23, Garden City, Idaho 83714 ("Lessor") and the STATE OF IDAHO, by and through the Idaho Public Television, 1455 North Orchard Street, Boise, Idaho 83706-2239 ("Lessee"), is an amendment of the Lease Agreement for Space between the Lessor and the Lessee entered into on February 6, 2017, for space located at 515 East 46th Street, Units 23 and 25, Garden City, Idaho 83714.

WITNESSETH

WHEREAS, the parties desire to amend the Lease Agreement for Space;

WHEREAS, the LESSEE is legally authorized to enter in this amendment by power granted by Title 67, Chapter 57 of Idaho Code, with the approval of the Department of Administration; and

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Lease Agreement for Space is hereby amended as follows:

1. SECTION 2. TERM. Section 2 is hereby deleted and replaced with the following:

The term of this Lease Amendment shall be Thirty Six (36) months and shall begin on March 1, 2023 and end at midnight on February 28, 2026. The Lessee may, at the expiration of the term of this Lease Amendment and without the necessity of renewing said Lease Amendment, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Amendment for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month-to-month occupancy upon ninety (90) days prior written notice to the Lessee.

2. SECTION 3. PAYMENT. Section 3 is hereby deleted and replaced with the following:

The lease payment shall be payable in monthly installments of \$1,680.00 each. The total yearly lease payment is \$20,160.00. The lease payment shall be computed at a rate of approximately \$1.05 per square foot, per month. The total square footage of the Premises is 1,600, subject to measurement using BOMA standard. Upon election by the Lessee to pay in advance annually, the Lessor shall allow Lessee a discount of Zero Percent (0%). The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Upon receipt, Lessee shall forward Lessor's invoice to the State Controller for payment. Lessor specifically acknowledges that State vouchers are processed by the State Controller, not Lessee. Therefore, any payment that is made no later than sixty (60) days after it is actually due shall not be considered an event of default. Lessee shall use its best efforts to expedite payment. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.

4. SECTION 7. SPECIAL PROVISIONS. Section 7.B. is hereby deleted and replaced with the following:

7.B. Rent Increase: The rent payment shall increase according to the following schedule:

Period			Rent/Sq Ft/Mo	Rent/Year	Rent/Month
3/1/2023	to	2/28/2024	\$ 1.05	\$ 20,160.00	\$ 1,680.00
3/1/2024	to	2/28/2025	\$ 1.15	\$ 22,080.00	\$ 1,840.00
3/1/2025	to	2/28/2026	\$ 1.25	\$ 24,000.00	\$ 2,000.00

3. COUNTERPARTS/ELECTRONIC SIGNATURES. This Lease Amendment may be executed in exact counterparts and when so executed by the parties shall be effective in accordance with the terms hereof. This Lease Amendment may be executed and delivered by electronic means and thereupon the Lease Amendment shall be treated in each case and in all manner and respects and for all purposes as an original and shall be considered to have the same binding legal effect as if it were an original manually-signed counterpart thereof delivered in person.

4. NO ADDITIONAL PROVISIONS IN THIS AMENDMENT. The parties agree that all provisions of the original Lease Agreement for Space, dated February 6, 2017, and all previous agreements, unless specifically hereby amended, shall remain in force during the period covered by the Lease Amendment. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Amendment, shall be deemed to enlarge, limit or otherwise affect the operation of the Lease Agreement for Space or this Lease Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Lease Amendment as set forth above.

LESSOR: Riverview Industrial Park Management, LLC,
c/o Classic Property Management

Signature: 

Printed Name: Larry Chase

Title: Property Manager

Date: 02/22/2023

LESSEE: Idaho Public Television

Signature: 

Printed Name: Jeff Tucker

Title: General Manager

Date: 02/28/2023

APPROVED BY:

Richard Brien

Richard Brien, Statewide Leasing Manager
State Leasing Program, Division of Public Works, Department of Administration

02/28/2023

Date

**STATE OF IDAHO
SITE LICENSE AND USE AGREEMENT
Flat Top Butte, Jerome, ID**

This Site License and Use Agreement, hereinafter Agreement, is made and entered into effective the 1st day of January 2023, by and between the State of Idaho through its State Board of Education acting through the Idaho Public Television (IDPTV), hereinafter “Licensor”, and Scripps Broadcast, Inc. (KSAW-TV), hereinafter “Licensee”, for the privilege of using a portion of Licensor’s transmission tower and communications building located at Flat Top Butte, Idaho. The term “Parties” refers collectively to Licensee and Licensor.

WHEREAS the property and premises operated by Licensor are not needed exclusively for its purposes;

WHEREAS the consideration paid by Licensee will further the governmental purposes of IDPTV, the following Agreement is hereby entered into:

1. Property Description: The Licensor agrees to provide access to a portion of the transmission tower and communications building (“Premises”) located at 547 Flat Top Butte Road, Township 8 South, Range 17 East, Boise Meridian, Jerome County, Idaho Sec. 13, NE ¼ SW ¼, also designated by latitude and longitude as N 42° 43’ 45.9”, W 114° 24’ 56.5”(NAD83) near Jerome, Idaho, for the use of Licensee’s equipment consisting of a one 800 W TPO and 15 kW ERP transmitter, a microwave receiver, a remote control unit, one Microwave dish and a transmit antenna array.
2. Term. This Agreement shall have a term of sixty (60) months, effective and commencing the 1st day of January 2023, and shall terminate at midnight on the 31st day of December 2027, at which time to be fully and completely expired and terminated without further notice. This Agreement may be extended or renewed by mutual agreement of the parties, such agreement to be reduced to writing.

3. Consideration:

- a. License Fee. Licensee shall pay a license fee of three thousand one hundred and fifty dollars (\$3150.00) for each year, payable annually in advance. Payments will be due at the close of business on January 2nd of each year for which a payment is due. If the due date for the license fee falls on a non-business day, the payment will be due by the close of business on the next workday. Licensee shall be in default if license fees are not received by Licensor within 30 days of each due date.
- b. Additional Fees. Licensor occupies the property pursuant to a permit issued by the Idaho Department of Lands ("Lands"). Licensor, upon receipt of the Lands assessment for Licensee's activities, will forward a copy of the assessment to Licensee. Licensee shall, within thirty (30) days of receipt of the assessment, reimburse Licensor the amount charged by Lands for Licensee's activities.
- c. Licensor, in consideration of payment of the above fees, will provide Licensee with: twenty-six (26) square feet of floor space for rack space consisting of two (2) 24"x30" racks and two (2) feet open access front and back. Lease also includes shared use of the transmission tower.
- d. Licensee accepts this license, subject to any valid existing rights, and agrees to use the premises, or any part thereof, only for the installation, operation, maintenance, and termination of the communication equipment described above.
- e. Power; In addition to the annual license fees described above, Licensee shall be responsible for paying for their power consumed at the site. To facilitate this, Licensee will secure and install a separate meter base and service account through the local power company. If Licensee wishes to join Licensor's power grid which includes

emergency backup power the licensee will secure and full pay for a certified electrician to make that connection. Licensee will then have additional license fees to cover commercial power fees and an equal share in the cost of generator maintenance and fuel. The additional fee will be \$3500 and will only be billed after final connection is completed in writing.

4. Equipment Changes: No significant change or addition to equipment is to be made at this site by Licensee without advanced written approval of the Licensor. Any approved changes to the equipment may require adjustment of the annual rental fee to a mutually agreed rate. An up-to-date equipment list will be provided to the Leasor with the signed agreement.
5. Building Access: If the Licensee requires access to the Licensor's building on Flat Top Butte, Licensee must notify Licensor, through the Licensor's Director of Technology or Chief Engineer at the station number (208) 373-7220. The licensee must also notify same upon departure from the building.
6. Installation. As required by Licensor, all plans for equipment installation whether in the building or on the transmission tower must be prepared by a licensed engineer. Such plans must be approved in writing by the Licensor before commencement of any work.
7. Interference with Others: Licensee agrees that its equipment will be placed so that it does not block access to existing equipment on the premises. Licensee shall ensure that its equipment operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Licensor or authorized official of the Federal Communications Commission (FCC) determines that Licensee's use interferes with existing equipment, Licensee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Licensor or FCC official.

8. Compliance with Laws: Licensee will comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, operation, and maintenance in exercising the rights granted by this Agreement.

9. Authorizations/Permits: Use of communications equipment is contingent upon the possession of a valid FCC or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment will be in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the Licensee for the transmitter being operated. The Licensee shall provide the Licensors, or its authorized representatives, when requested, with current copies of all licenses for equipment in or on facilities covered by this Agreement. Additionally, Licensee shall be responsible for paying any fees for permits that may be required from other entities for its use of the premises and property. Licensee shall obtain and maintain the necessary permits, licenses, rights-of-way, or other required authorizations from other appropriate federal or state agencies.

10. Maintenance: Licensors shall maintain the tower and the jointly used communications building. Licensors shall not maintain broadcast service for Licensee, nor any related broadcast transmitting equipment owned by Licensee including but not limited to HVAC or electrical equipment used exclusively by Licensee. Licensee shall be responsible for the cost and expense of all repairs, and replacement of all parts and all maintenance of Licensee's equipment.

11. New or Additional Use: Any new or additional use of the premises requires Licensors' prior written consent. Any new or additional use by Licensee without the authorization of Licensors shall be prohibited and will be considered a breach. Any new or additional use shall be required to protect the existing communication services from degradation. The cost for

additional frequency filtering devices, as well as costs for engineering tests and installation of devices which may be required to establish the protection, shall be borne entirely by the applicant for the new or additional use of the site.

12. Repairs, Alterations, and Waste: Licensee will not commit waste on the premises, nor will it disfigure or deface any part of the building, grounds or any other part or portion of the premises, including fixtures. Licensee further covenants that it will return the licensed premises at the expiration of this Agreement, at the termination of this Agreement, or any extension thereof, to the Licensor in the same condition as originally received, reasonable wear and tear excepted.

13. Inspection: Licensee shall permit Licensor or Licensor's authorized representative to inspect Licensee's equipment and any improvements at any reasonable time. Licensor has no duty, however, either before or during the term of this Agreement, to inspect the premises or to warn of hazards and, if Licensor inspects the premises, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph shall survive the termination or expiration of this Agreement, regardless of cause.

14. Insurance: Licensee shall throughout the term of this Agreement and any renewal hereto, at its own expense, keep and maintain in full force and effect, insurance of the types and in the amounts described below:

- a. Commercial General Liability (CGL) and Umbrella Liability Insurance. Licensee shall maintain CGL insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 each occurrence. Licensor shall be included as an insured under the CGL and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Licensor. Licensee waives all rights against Licensor and its agents, officers, directors and

employees for recovery of damages to the extent these damages are covered by the CGL or commercial umbrella liability insurance maintained pursuant to this Agreement.

b. Property Insurance: Licensee shall maintain property insurance for what is commonly referred to as "All Risk" coverage (excluding earthquake and flood) on Licensee's improvements and personal property.

c. Workers' Compensation: Licensee shall maintain all required coverages, including Employer's Liability. Licensee shall deliver to Licensors prior to occupancy and at least annually thereafter, copies of policies of such insurance or certificates evidencing the existence of the minimum required insurance and evidencing Licensors as Additional Insured thereunder. All policies required under this paragraph shall be written as primary policies and not contributing to nor in excess of any coverage Licensors may choose to maintain.

15. Indemnification. Licensee and its successors will hold harmless and indemnify the Licensors and the State of Idaho from and for any and all losses, claims, actions, judgments for damages or injury to persons or property and losses, costs and expenses of any nature whatsoever (collectively "losses") by reason of acts or omissions by Licensee, its servants, agents, employees, contractors, guests, and business invitees, or any person whomsoever arising out or in connection with any acts or activities authorized by Licensee. For purposes of this section, such losses include, without limitation, those caused by any spill, disposal, discharge or release of any hazardous material into, upon, from or over the real property. As used in this paragraph, "hazardous material" means any hazardous or toxic substance, material or waste, including petroleum products that are regulated by any federal, state or local governmental authority where the substance, material or waste are located.

16. Fire or other damage: If, during the term of this Agreement, the premises hereof shall be destroyed or damaged by fire, water, wind, lightening or other cause not the fault of Licensee, so as to render the premises unfit for occupation by the Licensee, this Agreement shall be automatically terminated and at an end. Licensee shall then immediately surrender the premises to the Licenser and shall pay rent to the time of such surrender.

17. Notices. Any notice required to be served in accordance with the terms of this Agreement shall be sent by registered or certified mail. Any notice required to be sent by the Licensee shall be sent to the Licenser as follows:

Idaho Public Television
1455 N. Orchard
Boise, ID 83706
Attn: Director of Technology

18. Any notice required to be sent by the Licenser shall be sent to Licensee as follows:

Scripps Broadcast, Inc.
KSAW-TV
1866 E. Chisholm Drive
Nampa, ID. 83687
Attn: Business Manager

19. Improvements and Alterations:

a. Installation. Licensee shall not make any alterations, additions or improvements in said premises without the prior written approval of the Licenser or Licenser's authorized representative. Any and all alterations and improvements made by Licensee shall be at the sole cost and expense of the Licensee and must comply with all appropriate codes, ordinances, rules and regulations.

b. Treatment of Approved Improvements upon Expiration of Agreement. In the event this Agreement expires without Licensee having made application to renew, Licenser shall have the right to require Licensee to remove all approved improvements placed or caused to be

placed upon the premises by the Licensee within thirty (30) days, and to require Licensee to restore the premises as nearly as is reasonably practical to its condition at the beginning of the contract term, reasonable wear and tear excepted, all at Licensee's sole cost and expense.

c. Treatment of Non-Approved Improvements. Any improvements to the premises which are not approved by Licensor shall be removed by Licensee at Licensee's sole cost and expense. Upon the expiration of the Agreement's term, if unapproved improvements remain on the premises, then Licensor may, at its discretion, either remove such unapproved improvements and charge the cost of removal and restoration to Licensee, or retain the unapproved improvements at which time such improvements shall become the property of Licensor and shall remain in and be surrendered with the premises as part thereof at the termination of the Agreement.

20. No Liens. The Licensee shall at all times indemnify and save Licensor harmless from all claims arising from work authorized by Licensee, such as for labor or materials in connection with construction, repair, alteration or installation of improvements, equipment, and from the cost of defending such claims, including attorney's fees.

21. Removal of Personal Property. The Licensee, upon termination of this Agreement, shall, within thirty (30) days, remove its exclusively used personal property and fixtures from the licensed premises. The Licensee shall restore the licensed premises to a good serviceable condition.

22. Officials, Agents, and Employees Not Personally Liable. It is agreed by and between the parties hereto that, in no event, shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statements, representation or warranty made herein or

in any way connected with this Agreement for the licensed premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility hereunder, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants herein contained shall rest in and be vested with the State of Idaho.

23. Default, Termination or Abandonment. The Licensee shall be in default immediately upon the breach of any material covenant contained in this Agreement.

A. Notice of Default. At any time after the occurrence of default or defaults under this Agreement, while any such default remains without remedy, the Licensors shall have the option of giving notice in writing of its intention to terminate this Agreement by personal service upon, or by written notice directed to the Licensee. Such notice of intention to terminate shall specify the default or defaults then outstanding. Waiver or acceptance of any default of the terms of this Agreement by Licensors shall not operate as a release of Licensee's responsibility for any prior or subsequent default.

B. Termination and Extension. After the thirty (30) days from the giving of such notice in the case of default, if one or more defaults described in such notice then remains without remedy, this Agreement shall terminate without further notice and all rights of the Licensee shall cease. The Licensors may in writing, at its option, extend the above period, if in the judgment of the Licensors, an extension is justified.

C. Vacation of Premises. Upon termination of this Agreement, the Licensee shall cease its operations on and/or in the licensed premises. In the event the Licensee fails to vacate the premises on the date of termination, the Licensee shall be liable for any and all costs and damages incurred by Licensors arising from such failure.

D. Abandonment. In the event that it becomes apparent in the Licensors's sole judgment that

the premises have ceased to be used or been abandoned for a continuous period of sixty (60) days, the Licensor shall, at its option, have the right to terminate this Agreement, provided due notice of termination shall be given the Licensee not less than thirty (30) days prior to the proposed termination date.

E. Lien Granted to Licensor. A lien is granted to Licensor upon Licensee's interest in the demised premises, and the trade fixtures and equipment installed in and on the demised premises, as security for the payment of rent and performance of the other obligations undertaken by Licensee. The lien shall be prior to and superior to any and all other liens thereupon whatsoever.

24. Surrender of Premises. Upon the termination of this Agreement, or upon Licensee's default, the Licensee shall surrender the premises to Licensor in good order and condition, reasonable wear and tear excepted.

25. Sublease and Assignment. This Agreement shall not be transferable or assignable to an heir, executor, administrator, successor or other assign without the prior written consent of the authorized representatives of the Licensor. In no event shall Licensee enter into a sublicense agreement with another party or entity.

26. Modification. This Agreement may be modified only by a prior written consent or written amendment to this Agreement signed by the authorized representatives of the Licensor and Licensee.

27. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Agreement, shall be deemed to enlarge, limit or otherwise effect the operation of this Agreement. The Licensee warrants that it has the authority and capacity to enter into this Agreement.

28. Governing Law and Forum. This Agreement shall be construed, enforced, and governed

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
COMMUNICATIONS USE LEASE
AUTHORITY:
Section 501(a)(5) of the Federal Land Policy and Management Act,
43 U.S.C. 1761(a)(5)**

IDAHO PUBLIC TELEVISION of 1455 NORTH ORCHARD ST. ATTN: RICH VAN GENDEREN BOISE, ID UNITED STATES 83706.

This lease is issued by the United States of America, acting through the United States Department of Agriculture, Forest Service (hereinafter the "United States" or "Forest Service"), as authorized by section 501(a)(5) of the Federal Land Policy and Management Act, 43 U.S.C. 1761(a)(5), to IDAHO PUBLIC TELEVISION, its agents, successors, and assigns (hereinafter the "lessee").

The United States and the lessee are jointly referred to in this lease as the "parties." The term "authorized officer" refers to the Forest Service official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, this authority may be exercised by the Forest Supervisor or District Ranger of the Challis/Yankee Fork Ranger District, SALMON-CHALLIS NATIONAL FOREST in which the following described lands are located.

The United States, in consideration of the terms and conditions in this lease and the payment to the United States of rent in advance by the lessee, hereby issues the lessee a lease for the following **described communications facility** in the County of ID: CUSTER State of IDAHO, (hereinafter called the "lease area"). The lessee accepts this lease and possession of the lease area, subject to any valid existing rights, and agrees to use the lease area only for construction, operation, maintenance, and termination of a communications facility. Authorized facilities under this lease include:

Equipment shelters: 6 foot by 12 foot wooden building
Antenna support structures: 60 foot guyed and 4 antenna masts
Ancillary improvements: N/A

The location of the lease area is described or shown generally in the communications site management plan and/or communications site map dated 11/13/2015 for the **Grouse Peak North** Communications Site, which is attached as Appendix A of this lease. This and any other appendices are hereby incorporated into this lease.

Any additional appendices to this lease are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

This lease is issued subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease shall terminate at one **minute after midnight on 12/31/2046**. Termination at the end of the lease term shall occur by operation of law and shall not require any additional notice or documentation by the authorized officer. This lease is not renewable, but the lessee has the right to request a new lease.

C. If the lessee desires a new lease upon termination of this lease, the lessee shall notify the authorized officer accordingly, in writing. The notice must be received by the authorized officer at least one year prior to the end of the lease term. The authorized officer shall determine if the use should continue and, if it is to continue, if a new lease should be issued to the lessee and under what conditions. The authorized officer shall require payment of any amounts owed the United States under any Forest Service authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the authorized officer, except when rent has been exempted or waived in whole or in part. Renting of space does not constitute an assignment under this clause.

II. RENT

A. **The lessee shall pay rent** annually in advance as determined by the **authorized officer** in accordance with law, regulation, and policy. The annual rent shall be adjusted by the authorized officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in rent, if applicable.

B. Rent is due at the close of business on January 1 of each year for which a payment is due. Payments in the form of a check, draft, or money order are payable to USDA, Forest Service. If the due date for the rent falls on a non-work day, the

charges shall not apply until the close of business on the next workday. This lease shall terminate if rent is not received by the Forest Service within 90 calendar days of the due date.

C. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any rent not paid within 30 days from the date the rental or rental calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the rent is due. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. Disputed rent is due and payable by the due date. No appeal of rent shall be considered by the Forest Service without full payment of the disputed amount.

III. RESPONSIBILITIES OF THE LESSEE

A. The lessee is authorized to rent space and provide other services to customers and tenants and shall charge each customer and tenant a reasonable rent without discrimination for the use and occupancy of the facilities and services provided. The lessee shall not impose unreasonable restrictions or restrictions restraining competition or trade practices. By October 15 of each year, the lessee shall provide the authorized officer a certified statement listing all tenants and customers by category of use in the authorized facilities on September 30 of that year.

B. All development, operation and maintenance of the authorized facilities, improvements, and equipment located in the lease area shall be in accordance with stipulations in the applicable communications site management plan approved by the authorized officer. If required by the authorized officer, all plans for development, layout, construction, or alteration of improvements in the lease area, as well as revisions of those plans, must be prepared by a licensed engineer, architect, and/or landscape architect. These plans must be approved in writing by the authorized officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information shall be provided to the authorized officer and appended to the communications site management plan.

C. The lessee shall comply with applicable federal, state, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the lessee under this lease are not contingent upon any duty of the authorized officer or other agent of the United States to inspect the authorized facilities or lease area. A failure by the United States or other governmental officials to inspect is not a defense to noncompliance with any of the terms and conditions of this lease. The lessee waives all defenses of laches or estoppel against the United States. The lessee shall at all times keep the title of the United States to the lease area free and clear of all liens and encumbrances.

D. Use of communications equipment in the lease area is contingent upon possession of a valid Federal Communication Commission (FCC) license or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization and operation of the equipment in strict compliance with applicable requirements of the FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the lessee for each transmitter being operated. The lessee shall provide the authorized officer, when requested, with current copies of all FCC licenses and DTM/IRAC authorizations for equipment in or on facilities covered by this lease.

E. The lessee shall ensure that equipment within facilities authorized by this lease (including tenant and customer equipment) operates in a manner that will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site covered by this lease. If the authorized officer or authorized official of the FCC determines that the lessee's use interferes with existing equipment, the lessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the authorized officer or FCC official.

F. When requested by the authorized officer, the lessee shall furnish technical information concerning the equipment located in the lease area.

IV. LIABILITIES

A. The lessee assumes all risk of loss to the authorized facilities and ancillary improvements.

B. The lessee shall comply with all applicable federal, state, and local laws, regulations, and standards, including but not limited to the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation and maintenance of any facility, improvement, or equipment in the lease area.

C. The lessee shall indemnify, defend, and hold harmless the United States for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the lessee's use or occupancy of the lease area. The lessee's indemnification of the United States shall include any loss of

personal injury, loss of life or damage to property in connection with the occupancy or use of the lease area during the term of this lease. Indemnification shall include but not be limited to the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third-party claims and judgments; and all administrative, interest, and other legal costs. This clause shall survive the termination or revocation of this lease, regardless of cause.

D. The Forest Service has no duty, either before or during the lease term, to inspect the lease area or to warn of hazards and, if the Forest Service inspects the lease area, it shall incur no additional duty nor any liability for hazards not identified or discovered through those inspections. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

E. The lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

F. In the event of any breach of the lease by the lessee, the authorized officer may, on reasonable notice, cure the breach at the expense of the lessee. If the Forest Service at any time pays any sum of money or does any act which will require payment of money or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, or defending any action or proceeding to enforce the United States' rights hereunder, the sums paid by the United States, with all interests, costs, and damages, shall at the election of the Forest Service be deemed to be additional rent under this lease and shall be due from the lessee to the Forest Service on the first day of the month following that election.

V. MISCELLANEOUS PROVISIONS

A. Nondiscrimination. The lessee and its employees shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the lessee and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

B. Revocation, Termination and Suspension

1. General. For purposes of this lease, termination, revocation, and suspension refer to the cessation of uses and privileges under the lease.

"Revocation" refers to an action by the authorized officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Revocations are appealable.

"Termination" refers to the cessation of the lease under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Terminations are not appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

2. This lease may be suspended or revoked upon breach of any of the conditions herein or upon nonuse. Nonuse refers to a failure to operate the authorized facilities on the property for a period of 5 years.

3. Except in emergencies, the authorized officer shall give the lessee written notice of the grounds for revocation or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After 90 days, the Forest Service is entitled to such remedies as provided herein.

4. This lease may be revoked at the discretion of the Forest Service when in the public interest. When revoked in the public interest, the lessee shall be compensated subject to the availability of appropriated funds. Compensation shall be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the authorized facilities, based on the Lessee's federal tax amortization schedules.

5. Written decisions by the authorized officer relating to administration of this lease are subject to administrative appeal pursuant to 36 CFR 214.

6. If upon expiration of this lease the authorized officer decides not to issue a new lease, or the lessee does not desire a new lease, the authorized officer and the lessee shall, within six months prior to the termination date of this lease, agree upon a mitigation plan to restore and stabilize the site lease area.

7. Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* Delinquencies may be subject to any or all of the following conditions:

a. Administrative offset of payments due the lessee from the Forest Service.

b. Delinquencies in excess of 60 days shall be referred to United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), ()(1).

c. The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720 et seq.). If this lease is revoked for noncompliance, the lessee shall remove all authorized structures and improvements, except those owned by the United States, within 90 days, and shall restore the site as nearly as reasonably possible to its original condition unless this requirement is waived in writing by the authorized officer.

If the lessee fails to remove all authorized structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

C. No member of or delegate to Congress or resident commissioner shall benefit from this lease whether directly or indirectly, other than to the extent the lease provides a general benefit to a corporation.

D. This lease is issued subject to the following reservations by the United States:

1. The right of the United States to all natural resources now or hereafter located in the lease area unless stated otherwise, and the right to utilize or dispose of those resources insofar as the rights of the lessee are not unreasonably affected.

2. The right of the United States to modify the communications site management plan as deemed necessary.

3. The right of the United States to enter the lease area and inspect all authorized facilities to ensure compliance with the terms and conditions of this lease.

4. The right of the United States to require common use of the lease area and the right to authorize use of the lease area for compatible uses.


E. The Forest Service and the lessee shall keep each other informed of current mailing addresses.

F. This lease supersedes a special use authorization designated IDAHO PUBLIC TELEVISION, CHL100503, dated 01/15/1997.

G. If there is any conflict between any of the preceding printed clauses and any of the following clauses the preceding printed clauses shall control.

THIS LEASE IS GRANTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY LEASE IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE LEASE.

Idaho Public Television, Ronald Pisaneschi,
General Manager


9-14-2018

HOLDER NAME, PRECEDED BY NAME AND TITLE
OF PERSON SIGNING ON BEHALF OF LESSEE,
IF LESSEE IS AN ENTITY

SIGNATURE

DATE

APPROVED:

Charles A. Mark
Forest Supervisor

NAME AND TITLE OF AUTHORIZED OFFICER

SIGNATURE

DATE

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

FIVE-YEAR FACILITY NEEDS PLAN, pursuant to IC 67-5708B

AGENCY INFORMATION

AGENCY NAME:	520 - Public Broadcasting	Division/Bureau:	N/A
Prepared By:	Matt Orem	E-mail Address:	matt.orem@idahoptv.org
Telephone Number:	208-373-7315	Fax Number:	208-373-7245
DFM Analyst:	Amanda Harper	LSO/BPA Analyst:	Kellen McGurkin
Date Prepared:	8/19/2025	Fiscal Year:	2027

FACILITY INFORMATION (please list each facility separately by city and street address)

Facility Name:	Orchard Partners, LLP				
City:	Boise	County:	Ada		
Property Address:	1455 N Orchard St.			Zip Code:	83706
Facility Ownership (could be private or state-owned)	Private Lease:	<input checked="" type="checkbox"/>	State Owned:	<input type="checkbox"/>	Lease Expires:
					6/30/2028

FUNCTION/USE OF FACILITY

Main offices, network operations center (NOC) for statewide delivery system, and local production studios.

COMMENTS

N/A

WORK AREAS

FISCAL YR:	ACTUAL 2025	ESTIMATE 2026	REQUEST 2027	REQUEST 2028	REQUEST 2029	REQUEST 2030
Total Number of Work Areas:	94	94	94	94	94	94
Full-Time Equivalent Positions:	67	67	67	67	67	67
Temp. Employees, Contractors, Auditors, etc.:	27	27	27	27	27	27

SQUARE FEET

FISCAL YR:	ACTUAL 2025	ESTIMATE 2026	REQUEST 2027	REQUEST 2028	REQUEST 2029	REQUEST 2030
Square Feet:	28,717	28,717	28,717	28,717	28,717	28,717

FACILITY COST

(Do NOT use your old rate per sq ft; it may not be a realistic figure)

FISCAL YR:	ACTUAL 2025	ESTIMATE 2026	REQUEST 2027	REQUEST 2028	REQUEST 2029	REQUEST 2030
Total Facility Cost/Yr:	\$522,825	\$537,608	\$552,676	\$568,312	\$585,400	\$603,000

SURPLUS PROPERTY

FISCAL YR:	ACTUAL 2025	ESTIMATE 2026	REQUEST 2027	REQUEST 2028	REQUEST 2029	REQUEST 2030
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IMPORTANT NOTES:

1. Upon completion, please send to Leasing Manager at the State Leasing Program in the Division of Public Works via email to Grace.Paduano@adm.idaho.gov. Please e-mail or call 208-332-1933 with any questions.
2. If you have five or more locations, please summarize the information on the Facility Information Summary Sheet and include this summary sheet with your submittal.
3. Attach a hardcopy of this submittal, as well as the Facility Information Summary Sheet, if applicable, with your budget request. **DPW LEASING DOES NOT NEED A COPY OF YOUR BUDGET REQUEST, JUST THIS FORM.**

AGENCY NOTES:

We are working with our State Leasing Manager on a 5-year extension to our current lease, which expires on 6/30/2028. Orchard Partners is interested in extending our lease, but pricing for a lease extension is still under negotiations.

FIVE-YEAR FACILITY NEEDS PLAN, pursuant to IC 67-5708B

AGENCY INFORMATION

AGENCY NAME:	520 - Public Broadcasting	Division/Bureau:	N/A
Prepared By:	Matt Orem	E-mail Address:	matt.orem@idahoptv.org
Telephone Number:	208-373-7315	Fax Number:	208-373-7245
DFM Analyst:	Amanda Harper	LSO/BPA Analyst:	Kellen McGurkin
Date Prepared:	8/19/2025	Fiscal Year:	2027

FACILITY INFORMATION (please list each facility separately by city and street address)

Facility Name:	JRW Building, Basement Space				
City:	Boise	County:	Ada		
Property Address:	700 W State St			Zip Code:	83702
Facility Ownership (could be private or state-owned)	Private Lease:	<input type="checkbox"/>	State Owned:	<input checked="" type="checkbox"/>	Lease Expires:

FUNCTION/USE OF FACILITY

Broadcasting and web streaming equipment, studio, and offices.

COMMENTS

N/A

WORK AREAS

FISCAL YR:	ACTUAL 2025	ESTIMATE 2026	REQUEST 2027	REQUEST 2028	REQUEST 2029	REQUEST 2030
Total Number of Work Areas:	4	4	4	4	4	4
Full-Time Equivalent Positions:	1	1	1	1	1	1
Temp. Employees, Contractors, Auditors, etc.:	7	7	7	7	7	7

SQUARE FEET

FISCAL YR:	ACTUAL 2025	ESTIMATE 2026	REQUEST 2027	REQUEST 2028	REQUEST 2029	REQUEST 2030
Square Feet:	2,983	2,983	2,983	2,983	2,983	2,983

FACILITY COST

(Do NOT use your old rate per sq ft; it may not be a realistic figure)

FISCAL YR:	ACTUAL 2025	ESTIMATE 2026	REQUEST 2027	REQUEST 2028	REQUEST 2029	REQUEST 2030
Total Facility Cost/Yr:	\$37,914	\$39,100	\$40,300	\$41,500	\$42,700	\$44,000

SURPLUS PROPERTY

FISCAL YR:	ACTUAL 2025	ESTIMATE 2026	REQUEST 2027	REQUEST 2028	REQUEST 2029	REQUEST 2030
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IMPORTANT NOTES:

1. Upon completion, please send to Leasing Manager at the State Leasing Program in the Division of Public Works via email to Grace.Paduano@adm.idaho.gov. Please e-mail or call 208-332-1933 with any questions.
2. If you have five or more locations, please summarize the information on the Facility Information Summary Sheet and include this summary sheet with your submittal.
3. Attach a hardcopy of this submittal, as well as the Facility Information Summary Sheet, if applicable, with your budget request. **DPW LEASING DOES NOT NEED A COPY OF YOUR BUDGET REQUEST, JUST THIS FORM.**

AGENCY NOTES:

N/A

FIVE-YEAR FACILITY NEEDS PLAN, pursuant to IC 67-5708B

AGENCY INFORMATION

AGENCY NAME:	520 - Public Broadcasting	Division/Bureau:	N/A
Prepared By:	Matt Orem	E-mail Address:	matt.orem@idahoptv.org
Telephone Number:	208-373-7315	Fax Number:	208-373-7245
DFM Analyst:	Amanda Harper	LSO/BPA Analyst:	Kellen McGurkin
Date Prepared:	8/15/2025	Fiscal Year:	2027

FACILITY INFORMATION (please list each facility separately by city and street address)

Facility Name:	Riverview Industrial Park Management (warehouse space)				
City:	Garden City	County:	Ada		
Property Address:	515 E 46th St, Units 23 and 25			Zip Code:	83714
Facility Ownership (could be private or state-owned)	Private Lease:	<input checked="" type="checkbox"/>	State Owned:	<input type="checkbox"/>	Lease Expires:
					2/28/2026

FUNCTION/USE OF FACILITY

Warehouse for storage, equipment, and maintenance. Gas and power paid separately (included below).

COMMENTS

N/A

WORK AREAS

FISCAL YR:	ACTUAL 2025	ESTIMATE 2026	REQUEST 2027	REQUEST 2028	REQUEST 2029	REQUEST 2030
Total Number of Work Areas:	-	-	-	-	-	-
Full-Time Equivalent Positions:	-	-	-	-	-	-
Temp. Employees, Contractors, Auditors, etc.:	-	-	-	-	-	-

SQUARE FEET

FISCAL YR:	ACTUAL 2025	ESTIMATE 2026	REQUEST 2027	REQUEST 2028	REQUEST 2029	REQUEST 2030
Square Feet:	1,600	1,600	1,600	1,600	1,600	1,600

FACILITY COST

(Do NOT use your old rate per sq ft; it may not be a realistic figure)

FISCAL YR:	ACTUAL 2025	ESTIMATE 2026	REQUEST 2027	REQUEST 2028	REQUEST 2029	REQUEST 2030
Total Facility Cost/Yr:	\$23,398	\$24,918	\$25,700	\$26,500	\$27,300	\$28,100

SURPLUS PROPERTY

FISCAL YR:	ACTUAL 2025	ESTIMATE 2026	REQUEST 2027	REQUEST 2028	REQUEST 2029	REQUEST 2030
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IMPORTANT NOTES:

1. Upon completion, please send to Leasing Manager at the State Leasing Program in the Division of Public Works via email to Grace.Paduano@adm.idaho.gov. Please e-mail or call 208-332-1933 with any questions.
2. If you have five or more locations, please summarize the information on the Facility Information Summary Sheet and include this summary sheet with your submittal.
3. Attach a hardcopy of this submittal, as well as the Facility Information Summary Sheet, if applicable, with your budget request. **DPW LEASING DOES NOT NEED A COPY OF YOUR BUDGET REQUEST, JUST THIS FORM.**

AGENCY NOTES:

N/A

FIVE-YEAR FACILITY NEEDS PLAN, pursuant to IC 67-5708B

AGENCY INFORMATION

AGENCY NAME:	520 - Public Broadcasting	Division/Bureau:	N/A
Prepared By:	Matt Orem	E-mail Address:	matt.orem@idahoptv.org
Telephone Number:	208-373-7315	Fax Number:	208-373-7245
DFM Analyst:	Amanda Harper	LSO/BPA Analyst:	Kellen McGurkin
Date Prepared:	8/19/2025	Fiscal Year:	2027

FACILITY INFORMATION (please list each facility separately by city and street address)

Facility Name:	Dale's Inc., dba the Garrett Business Park				
City:	Pocatello	County:	Bannock		
Property Address:	2055 Garrett Way, Building 5, Suite 3			Zip Code:	83201
Facility Ownership (could be private or state-owned)	Private Lease:	<input checked="" type="checkbox"/>	State Owned:	<input type="checkbox"/>	Lease Expires:
					12/31/2027

FUNCTION/USE OF FACILITY

Facility for storage, equipment, and maintenance.

COMMENTS

N/A

WORK AREAS

FISCAL YR:	ACTUAL 2025	ESTIMATE 2026	REQUEST 2027	REQUEST 2028	REQUEST 2029	REQUEST 2030
Total Number of Work Areas:						
Full-Time Equivalent Positions:						
Temp. Employees, Contractors, Auditors, etc.:						

SQUARE FEET

FISCAL YR:	ACTUAL 2025	ESTIMATE 2026	REQUEST 2027	REQUEST 2028	REQUEST 2029	REQUEST 2030
Square Feet:	1,200	1,200	1,200	1,200	1,200	1,200

FACILITY COST

(Do NOT use your old rate per sq ft; it may not be a realistic figure)

FISCAL YR:	ACTUAL 2025	ESTIMATE 2026	REQUEST 2027	REQUEST 2028	REQUEST 2029	REQUEST 2030
Total Facility Cost/Yr:	\$17,915	\$17,963	\$18,013	\$18,600	\$19,200	\$19,800

SURPLUS PROPERTY

FISCAL YR:	ACTUAL 2025	ESTIMATE 2026	REQUEST 2027	REQUEST 2028	REQUEST 2029	REQUEST 2030
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IMPORTANT NOTES:

1. Upon completion, please send to Leasing Manager at the State Leasing Program in the Division of Public Works via email to Grace.Paduano@adm.idaho.gov. Please e-mail or call 208-332-1933 with any questions.
2. If you have five or more locations, please summarize the information on the Facility Information Summary Sheet and include this summary sheet with your submittal.
3. Attach a hardcopy of this submittal, as well as the Facility Information Summary Sheet, if applicable, with your budget request. **DPW LEASING DOES NOT NEED A COPY OF YOUR BUDGET REQUEST, JUST THIS FORM.**

AGENCY NOTES:

N/A

Part I – Agency Profile

Agency Overview

Idaho Public Television (IdahoPTV) is a State educational agency (Idaho Code §67-5302 (33) (e)) under the governance of the Idaho State Board of Education and holds in the public trust television and related broadcast telecommunication licenses issued and governed by the Federal Communications Commission. IdahoPTV is a statewide, non-commercial broadcast telecommunication system and media provider with the network operations center located in Boise and additional staffed facilities in Moscow and Pocatello.

IdahoPTV's service to the region began in September of 1965 with KUID-TV, Moscow. Over 60 years, IdahoPTV has worked to provide universal over-the-air broadcast coverage to Idahoans, now at nearly 99% of Idaho's population, and portions of six adjoining states and Canada through an efficient system of five digital transmitters and 46 translators (41 translators and 5 relays). IdahoPTV's signals are rebroadcast under federal guidelines by cable and satellite systems in the region, as well as a rapidly expanding Internet-based distribution system. IdahoPTV's services and equipment have been made possible through diverse funding partnerships from individual contributions, grants from foundations and companies, and state and federal sources.

IdahoPTV is a member in good standing of the Public Broadcasting Service (PBS) and is the only locally owned and operated statewide network television station in Idaho.

IdahoPTV's statewide broadcast infrastructure allows a close working collaboration with the Idaho Office of Emergency Management to build upon existing strategies and explore emerging technologies in an area of mutual interest, emergency communication. This effort seeks to leverage best practices and technological advances to ensure that within their shared service areas, the public is provided with vital emergency information and crisis related communication, such as: providing pool coverage of disaster related events; transmission of mandatory national alerts; Emergency Alert System (EAS) alerts including Amber Alerts; weather and emergency information distributed to all four EAS zones within all broadcast markets in the state; and the backup alert signals for wireless carriers in the state called Wireless Emergency Alerts (WEA). IdahoPTV also works with Idaho Military Division in helping to fund the purchase of some of the state's digital backbone microwave responsible for carrying IP-based data and communication for the Idaho State Police, other first responders, and state agencies.

IdahoPTV received an original FY 2025 General Fund appropriation of \$3,016,600 through House Bill 458 and Senate Bill 1399. The Idaho Legislature also appropriated \$1,000,000 from the Millennium Income Fund through House Bill 715. Additionally, Senate Bill 1399 provided \$68,500 in additional General Fund support and granted IdahoPTV "continuous appropriation authority" for its dedicated fund. This authority offers greater flexibility in managing private donations and grants, while still preserving legislative oversight of how those funds are used.

House Bill 715 also authorized the reappropriation of \$700,000 in unexpended and unencumbered federal funds for a Federal Emergency Management Agency (FEMA) grant, along with \$500 in Millennium Fund dollars carried over from FY 2024. In FY 2025, FEMA offered funding for hardware costs through the Next Generation Warning System (NGWS) grant; however, IdahoPTV's application was declined in the first round, and the second round has stalled due to FEMA budget cutbacks. At present, no further progress on the NGWS grant is expected.

For FY 2025, IdahoPTV's expenditures are made up of 66 percent from dedicated funds, 25 percent from state general funds, and 9 percent from the Millennium Fund. The dedicated funds are primarily generated through Friends of Idaho Public Television, Inc., a nonprofit organization that supports IdahoPTV's mission to provide local programming and educational content. Friends raises more than \$4 million annually from over 21,000 individuals, foundations, and organizations. Additional dedicated revenues come from the Corporation for Public Broadcasting, private grants, and service-related income.

IdahoPTV's financials are reviewed annually through a comprehensive audit conducted by the Legislative Auditor within the Legislative Services Office.

IdahoPTV has developed a reputation for producing award-winning, quality television and other electronic media. IdahoPTV provides significant local public service to its viewers and users.

IdahoPTV produces a number of ongoing series and services, including:

- Outdoor Idaho
- Idaho Experience (documentaries on Idaho history)
- Science Trek (educational science program for grade school students)
- The Idaho Debates (primary and statewide election coverage)
- createid (online series celebrating creative Idahoans)
- Governor's State of the State/State of the Budget Address (live)
- Idaho Reports (coverage of the Idaho Legislature and statewide public affairs topics)
- Dialogue (arts, humanities, and public affairs program)
- Idaho In Session (gavel-to-gavel live coverage of the Idaho House, Senate, JFAC, Idaho Supreme Court, and special meetings)
- American Graduate: Getting to Work (workforce development)
- Professional Development Courses through Idaho State University
- PBS LearningMedia (online education resources)

Also produced are other special programs including:

- Resilience: Hope Lives Here
- Proving Up: Idaho's Homesteaders
- Idaho's Constitution Revealed
- Caxton: An American Press
- Capitol of Light Turns 100
- Know Vape: Nic Sick
- The Unaltered State
- Spud Country
- Nature as Classroom
- Idaho's Nuclear Navy
- Idaho in Song
- Remembering the Sunshine Mine Disaster
- Journey to Education-Work Force Development
- Tracks of Time: The History of Idaho's Railroads
- This Is Rodeo
- Salmon Reckoning
- The Last Log Drive
- In the Shadow of the Bitterroots
- James McClure: Idaho's Humble Giant
- Frank Church: As Independent as Idaho

Outdoor Idaho continues to air on stations in Oregon, Washington, and Utah.

IdahoPTV's community education services range from locally produced events and workshops to children's events, such as literacy and STEM workshops, program screenings and discussions, educator workshops, parent workshops, and online educational resources. It is also continuing a major work force development initiative to connect high school graduates with high skilled careers and currently has a project that works to meet young adults where they are in social media highlighting in demand jobs. IdahoPTV is also engaged in a major project to help parents prepare their children to enter school with the resources to be successful. During FY 2025, IdahoPTV's Education team visited more than 23,000 people in communities all across the state bringing high quality educational content to children, parents and teachers.

The staff is led by Jeff Tucker, general manager; Matt Orem, director of finance; Jenifer Johnson, director of strategic fundraising; Kari Wardle, director of education; Robin Barclay, director of communications; Bill Manny, executive producer; and Scott Graf, director of content, who started in early August 2025. The director of technology, Craig Koster, retired at the end of FY 2025. The new director of technology will be on staff by late August 2025.

Core Functions/Idaho Code

IdahoPTV is a State educational agency (Idaho Code §67-5302 (33) (e)) under the governance of the Idaho State Board of Education and adheres to the regulations of the Federal Communications Commission. IdahoPTV serves the citizens of Idaho with high quality educational, information, and entertaining programming through over-the-air broadcast of five channels; provides signals to other distribution platforms, distributes public safety information and Emergency Alerts; produces high quality local programming; and provides educational materials for online and in-person events.

IdahoPTV's Mission Statement:

We harness the power of public media to encourage lifelong learning, connect our communities, and enrich the lives of all Idahoans. We tell Idaho's stories.

Revenue and Expenditures

Revenue	FY 2022	FY 2023	FY 2024	FY 2025
General Fund	\$2,799,200	\$2,969,900	\$3,083,200	\$3,016,600
Dedicated Fund	\$6,342,200	\$7,356,000	\$7,652,300	\$7,905,580
Millennium Fund	\$0	\$274,700	\$334,800	\$1,000,500
Federal	\$104,400	\$0	\$0	\$0
Total	\$9,245,800	\$10,600,600	\$11,070,300	\$11,922,680
Expenditures	FY 2022	FY 2023	FY 2024	FY 2025
Personnel Costs	\$5,296,400	\$5,907,400	\$6,287,800	\$6,567,249
Operating Exp.	\$3,512,800	\$3,816,400	\$4,028,300	\$4,687,682
Capital Outlay	\$436,600	\$876,800	\$754,200	\$667,749
Trustee/Benefit Payments	\$0	\$0	\$0	\$0
Total	\$9,245,800	\$10,600,600	\$11,070,300	\$11,922,680

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2022	FY 2023	FY 2024	FY 2025
Broadcast Hours for Children (under the age of 12)	11,831	11,587	11,301	11,041
Broadcast Hours for Learners	12,004	11,641	13,078	14,396
Number of Visitors to IdahoPTV's websites	857,687	880,086	679,477	1,116,397
Broadcast Hours of News, Public Affairs and Documentaries	11,876	11,628	12,245	12,394

FY 2025 Performance Highlights

- 52 presentations attended by a total of 6,890 teachers, parents, and general public throughout the state regarding educational resources available through IdahoPTV and PBS.
- 54 literacy presentations attended by a total of 8,824 participants throughout the state.
- 96 STEM presentations attended by a total of 6,910 participants throughout the state.
- 8 teacher training presentations attended by a total of 232 participants throughout the state.
- 1 professional development course was attended by 65 teachers throughout the state.
- 20 program screenings attended by a total of 1,315 participants throughout the state.
- 11 station tours attended by a total of 147 participants.
- Idaho In Session was viewed over 352,706 times online.
- More than 48,640 users utilized online LearningMedia local and national resources.
- 3,104,869 page views on Idaho Public Television's websites by 1,116,397 visitors.
- 43,800 hours of programming broadcast 24 hours a day across 5 free over-the-air digital channels from transmitters and repeaters statewide.
- In January, 865,352 viewers watched Idaho Public Television broadcast and streaming content resulting in 4,525,581 views.

Part II – Performance Measures

Performance Measure		FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Goal 1: EDUCATIONAL READINESS (student-centered) <i>Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community and postsecondary and workforce opportunities by assuring they are ready to learn at the next educational level.</i>						
1. Average number per month during the school year of local unique users utilizing PBS learning media. Goal 1 Objective	actual	7,567	7,059	8,356	6,705*	
	target	8,000	8,200	7,000	7,000	7,500
*In FY 2025, a change in PBS reporting methods resulted in data being unverifiable and unreported for July-October 2024.						
Goal 2: EDUCATIONAL ACCESS <i>Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.</i>						
2. Number of DTV translators. Goal 2 Objective A	actual	46	46	46	46	
	target	46	46	46	46	46
3. Percentage of Idaho's population within our signal coverage area. Goal 2 Objective A	actual	98.9%	98.9%	98.9%	98.9%	
	target	98.4%	98.9%	98.9%	98.9%	98.9%
4. Number of partnerships with other Idaho state entities and educational institutions. Goal 2 Objective B	actual	68	129	153	154	
	target	40	45	45	50	100

Performance Measure		FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
5. Number of visitors to IdahoPTV/PBS video player. Goal 2 Objective C	actual	1,900,128	1,925,505	1,548,261	456,546*	
	target	100,000	1,200,000	1,500,000	1,500,000	1,500,000
*In FY 2025, a change in PBS reporting methods resulted in data being unverifiable and unreported for July-October 2024.						
6. Number of broadcast hours of educational programming. Goal 2 Objective D	actual	23,835	23,228	24,379	25,437	
	target	25,000	25,000	22,000	22,000	23,000
7. Number of broadcast hours of Idaho-specific educational and informational programming. Goal 2 Objective F	actual	1,592	1,552	1,104	1,985	
	target	2,000	2,000	1,600	1,600	1,200
8. Number of awards for IdahoPTV media and services. Goal 2 Objective G	actual	67	73	68	82	
	target	55	60	55	55	55
9. Total FTE in content delivery and distribution. Goal 2 Objective H	actual	16.8	17.8	17	18	
	target	<24	<24	<24	<24	<24
10. Successfully comply with FCC policies/PBS programming, underwriting and membership policies/CPB guidelines. Goal 2 Objective H	actual	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes	
	target	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes

For More Information Contact

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 Idaho Public Television
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 Boise, ID 83706
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Director Attestation for Performance Report

In accordance with *Idaho Code* 67-1904, I certify the data provided in the Performance Report has been internally assessed for accuracy, and, to the best of my knowledge, is deemed to be accurate.

Department: Idaho Public Television

Director's Signature

Date

Please return to:

Division of Financial Management
304 N. 8th Street, 3rd Floor
Boise, Idaho 83720-0032

FAX: 334-2438
E-mail: info@dfm.idaho.gov

DHR Bonus Report

Agency	Employee	Name	Work Assignment	Amount	Curren cy	Pay Code	Description	Date
520	255846	MICHELLE L KOEHLER	1	2,000.00	USD	STC	PERFORMANCE BONUS	09/28/2024
520	264679	LOGAN ALVAN FINNEY	1	2,000.00	USD	STC	PERFORMANCE BONUS	10/26/2024
520	275857	DOUGLAS K HUDMAN	1	2,000.00	USD	STC	PERFORMANCE BONUS	03/15/2025
520	282565	JACOB GREGORY SODEMAN	1	1,362.20	USD	STC	PERFORMANCE BONUS	07/19/2025
520	283009	CAROL S BERES	1	1,026.00	USD	STC	PERFORMANCE BONUS	03/16/2025
520	298904	MEGAN FRANCES JOYCE	1	2,000.00	USD	STC	PERFORMANCE BONUS	03/29/2025