

Spokane County Fire Protection District 10
929 South Garfield Road
Airway Heights, WA 99001

BOARD OF FIRE COMMISSIONERS MEETING

May 5, 2020

5:00PM VIA GOTO MEETING

CALL TO ORDER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

April 7, 2020

CORRESPONDENCE

None

FINANCIAL REPORT

- | | |
|-------------------------------|------------------------------|
| 1. AP Warrants to certify: | 13183 – 13194 (\$8,525.60) - |
| 2. AP EFT/ACH to certify: | \$41,146.79 |
| 3. PR Warrants to certify: | 808123– 808130 (\$22,227.26) |
| 4. PR DD/EFT/ACH to certify: | \$110,076.59 |
| 5. Voided Checks: | None |
| 6. Bank Reconciliation Report | March 2020 |
| 7. 1stQ 2020 Financials | |

CHIEF'S REPORT

NEW BUSINESS

- | | |
|------------------------------|---------------|
| 1. TeraBonne Contract | Chief Johnson |
| 2. EMS Levy Resolution 20-03 | AD Callahan |

OLD BUSINESS

- | | |
|--|----------------------|
| 1. Roundtable Meeting Follow Up (R Sayers) | Commissioner Mericle |
|--|----------------------|

PUBLIC COMMENT - Please state your name and keep your comments to three (3) minutes

ADJOURNMENT

**Board of Fire Commissioners
Spokane County Fire Protection District 10
929 South Garfield Road
Airway Heights WA 99004
BOARD MEETING MINUTES**

April 7, 2020

5:00pm

Chairman Mericle called the meeting to order at 5:00pm

Present via Go To Meeting

Commissioners Scott Mericle, Ken Pegg and Gordon Hester; Chief Ken Johnson; Deputy Chief Orlando Sandoval; Deputy Chief Don Malone; Division Chief Debby Dodson; FF Emily Walston and Administrative Director Peggy Callahan.

Approval of the Agenda

The agenda was approved as mailed.

Approval of the Minutes

Minutes from the March 3 and March 25, 2020 meetings were approved as mailed.

Correspondence

Financial Report

AP Warrants 13169 – 13182 totaling \$5,110.56 were approved. AP EFT/ACH totaling \$72,935.93 was approved. Payroll Warrants 808117 - 808122 totaling \$15,350.68 were approved. PR DD/EFT/ACH totaling \$106,861.10 were approved. February bank reconciliation was reviewed.

Chief's Report

- District sold a set of turnouts to Moses Lake Fire Department for one of our volunteers who was recently hired there.
- Chief will plan on attending the City of Airway Heights' meeting to review their comprehensive plan.
- Chief reported that we have NO Covid 19 illnesses among our staff and volunteers.
- District has gone to wearing masks daily as per guidelines. Discussion regarding supply availability followed.
- VA has extra beds, including some ICU beds that they had discontinued using several years ago
- FAFB has support hospital staff available if necessary
- Seventy difference agencies and 200 people have been assisting county wide at the Emergency Communications Center. The county has established benchmarks for contingency plans to kick in.

- The district did a live web event for a 12-year old's birthday. Thanks to the crews at Station 10-1, Station 10-2 and Engine 6 for participating.
- County Treasurer announced deferment of payment of property taxes until June 15th. District is implementing cost cutting measures in the event revenue drops significantly.

New Business - None

Old Business

1. Review and discuss follow up from roundtable discussion FF Walston reported on the Sunset Volunteer Association activities. DC Dodson report on the Recruitment and Retention activities.

Public Comment – Commissioner Mericle opened the meeting up to public comment.

Adjournment

The next regular meeting will be May 5, 2020 at 5pm at Station 10-1.

There being no further business to come before the Commission the meeting was adjourned at 5:50pm.

Scott Mericle, Chairman

:pc

| Number | Name | Print Date | Amount |
|--------|------------------------------------|------------|-------------------|
| 13183 | Cycrest Systems Inc | 4/6/2020 | \$2,196.04 |
| 13184 | Dept Labor & Ind-Boiler | 4/6/2020 | \$145.38 |
| 13185 | Dept Of Retirement | 4/6/2020 | \$25.00 |
| 13186 | Great Western States Supply, LLC | 4/6/2020 | \$503.49 |
| 13187 | Humanix | 4/6/2020 | \$2,592.00 |
| 13188 | Inland Empire Fire Chiefs | 4/6/2020 | \$600.00 |
| 13189 | Inland Sales and Service | 4/6/2020 | \$259.26 |
| 13190 | Reliance Janitorial | 4/6/2020 | \$280.00 |
| 13191 | Trusteed Plans Service Corporation | 4/6/2020 | \$1,616.66 |
| 13192 | Snure Law Office Psc | 4/20/2020 | \$137.50 |
| 13193 | Spokane County Treasurer | 4/20/2020 | \$66.70 |
| 13194 | Uline | 4/20/2020 | \$103.57 |
| | Grand Total | | \$8,525.60 |

CERTIFICATION

[Redacted Signature Box]

Ken Pegg/05-07-2020

[Redacted Signature Box]

Gordon Hester/05-07-2020

| Payment Description | Name | Payment Date | Amount |
|--|----------------------------------|--------------|--------------------|
| Direct Pay Payment 4/16/2020 8:10:07 AM -1 | CHS | 4/20/2020 | \$822.59 |
| Direct Pay Payment 4/16/2020 8:10:07 AM -2 | City Of Airway Heights | 4/20/2020 | \$219.22 |
| Direct Pay Payment 4/16/2020 8:10:07 AM -3 | City Of Spokane-Utilities | 4/20/2020 | \$170.84 |
| Direct Pay Payment 4/16/2020 8:10:07 AM -4 | Culligan Water Spokane | 4/20/2020 | \$54.10 |
| Direct Pay Payment 4/16/2020 8:10:07 AM -5 | Dee's Landscaping & Lawn Service | 4/20/2020 | \$791.34 |
| Direct Pay Payment 4/16/2020 8:10:07 AM -6 | First Arriving, LLC | 4/20/2020 | \$349.00 |
| Direct Pay Payment 4/16/2020 8:10:07 AM -7 | Litho Art Printers Inc | 4/20/2020 | \$192.85 |
| Direct Pay Payment 4/16/2020 8:10:07 AM -8 | Municipal Emer Svcs Inc | 4/20/2020 | \$13,524.40 |
| Direct Pay Payment 4/16/2020 8:10:07 AM -9 | West Coast Fire & Rescue | 4/20/2020 | \$52.18 |
| Direct Pay Payment 4/2/2020 9:58:59 AM -1 | Blumenthal Uniform CO | 4/6/2020 | \$1,085.54 |
| Direct Pay Payment 4/2/2020 9:58:59 AM -2 | Boundtree Medical | 4/6/2020 | \$777.89 |
| Direct Pay Payment 4/2/2020 9:58:59 AM -3 | Cummings Northwest | 4/6/2020 | \$4,093.91 |
| Direct Pay Payment 4/2/2020 9:58:59 AM -4 | Fastenal Company | 4/6/2020 | \$69.13 |
| Direct Pay Payment 4/2/2020 9:58:59 AM -5 | Saturday Night Inc | 4/6/2020 | \$331.10 |
| Direct Pay Payment 4/2/2020 9:58:59 AM -6 | U/S Consulting Inc | 4/6/2020 | \$600.00 |
| Direct Pay Payment 4/2/2020 9:58:59 AM -7 | Unifire Inc | 4/6/2020 | \$285.87 |
| Direct Pay Payment 4/2/2020 9:58:59 AM -8 | WAASI | 4/6/2020 | \$16.51 |
| Direct Pay Payment 4/2/2020 9:58:59 AM -9 | Wilmer Public Safety Group, Inc. | 4/6/2020 | \$1,016.82 |
| Total | | | \$24,453.29 |

CERTIFICATION

Ken Pegg/05-07-2020

Gordon Hester/05-07-2020

| Number | Amount | Vendor | Payment Date | Amount |
|--------------------------------------|--------|-------------------------------|--------------|--------------------|
| EFT Payment 4/16/2020 8:09:50 AM - 1 | | Avista Utilities | 4/20/2020 | \$2,059.08 |
| EFT Payment 4/16/2020 8:09:50 AM - 2 | | Century Link | 4/20/2020 | \$128.61 |
| EFT Payment 4/16/2020 8:09:50 AM - 3 | | Comcast | 4/20/2020 | \$325.21 |
| EFT Payment 4/16/2020 8:09:50 AM - 4 | | Comcast Business | 4/20/2020 | \$366.72 |
| EFT Payment 4/16/2020 8:09:50 AM - 5 | | Sunshine Disposal | 4/20/2020 | \$246.00 |
| EFT Payment 4/16/2020 8:09:50 AM - 6 | | Verizon Wireless | 4/20/2020 | \$869.60 |
| EFT Payment 4/16/2020 8:09:50 AM - 7 | | Visa | 4/20/2020 | \$6,231.35 |
| EFT Payment 4/16/2020 8:09:50 AM - 8 | | Waste Management Spokane | 4/20/2020 | \$169.33 |
| EFT Payment 4/16/2020 8:09:50 AM - 9 | | Whitley Fuel LLC | 4/20/2020 | \$1,439.51 |
| EFT Payment 4/2/2020 9:58:27 AM - 1 | | Century Link | 4/6/2020 | \$126.63 |
| EFT Payment 4/2/2020 9:58:27 AM - 10 | | UPS | 4/6/2020 | \$57.80 |
| EFT Payment 4/2/2020 9:58:27 AM - 11 | | Wells Fargo Financial Leasing | 4/6/2020 | \$678.64 |
| EFT Payment 4/2/2020 9:58:27 AM - 12 | | WEX Bank | 4/6/2020 | \$1,252.21 |
| EFT Payment 4/2/2020 9:58:27 AM - 13 | | Whitley Fuel LLC | 4/6/2020 | \$164.41 |
| EFT Payment 4/2/2020 9:58:27 AM - 2 | | Century Link | 4/6/2020 | \$60.93 |
| EFT Payment 4/2/2020 9:58:27 AM - 3 | | Crystal Springs | 4/6/2020 | \$106.97 |
| EFT Payment 4/2/2020 9:58:27 AM - 4 | | Dept Of Revenue | 4/6/2020 | \$720.15 |
| EFT Payment 4/2/2020 9:58:27 AM - 5 | | Napa Auto Parts | 4/6/2020 | \$456.70 |
| EFT Payment 4/2/2020 9:58:27 AM - 6 | | Office Depot | 4/6/2020 | \$55.50 |
| EFT Payment 4/2/2020 9:58:27 AM - 7 | | Ptera | 4/6/2020 | \$287.00 |
| EFT Payment 4/2/2020 9:58:27 AM - 8 | | Stericycle Inc | 4/6/2020 | \$91.81 |
| EFT Payment 4/2/2020 9:58:27 AM - 9 | | SupplyWorks | 4/6/2020 | \$799.34 |
| Total | | | | \$16,693.50 |

CERTIFICATION

Ken Pegg/05-07-2020

Gordon Hester/05-07-2020

| | | | |
|---------------|---|------------------------------|--------------------|
| <u>808123</u> | Damiani, Steven | 2020 - April - April 20 2020 | \$16.62 |
| <u>808124</u> | Johnson, Ken | 2020 - April - April 20 2020 | \$2,519.06 |
| <u>808125</u> | Risley, Michael D | 2020 - April - April 20 2020 | \$1,059.30 |
| <u>808126</u> | HRAVVEBA | 2020 - April - April 20 2020 | \$500.00 |
| <u>808127</u> | IAFF Local 2916 | 2020 - April - April 20 2020 | \$1,207.69 |
| <u>808128</u> | SCFD10 | 2020 - April - April 20 2020 | \$136.10 |
| <u>808129</u> | Trusteed Plans Service Corporation | 2020 - April - April 20 2020 | \$16,338.49 |
| <u>808130</u> | Washington State Council of Fire Fighters | 2020 - April - April 20 2020 | \$450.00 |
| | | | \$22,227.26 |

CERTIFICATION

[Redacted]

Ken Pegg/05-05-20

[Redacted]

Gordon Hester/05-05-20

| | | | |
|----------------------------------|-----------------------------------|------------------------------|---------------------|
| <u>ACH DRS 04302020</u> | Dept of Retirement Systems | 2020 - April - April 20 2020 | \$11,226.31 |
| <u>ACH EFTPS 04302020</u> | IRS | 2020 - April - April 20 2020 | \$24,648.37 |
| <u>ACH NWIDE 04302020</u> | Nationwide Retirement Solutions | 2020 - April - April 20 2020 | \$6,764.68 |
| <u>ACH WSSR 04302020</u> | Washington State Support Registry | 2020 - April - April 20 2020 | \$950.00 |
| <u>Apr 2020 Draw</u> | Malone, Donald W | 2020 - April - April 20 2020 | \$1,500.00 |
| <u>April 2020 Direct Deposit</u> | Payroll Vendor | 2020 - April - April 20 2020 | \$66,487.23 |
| | | | \$111,576.59 |

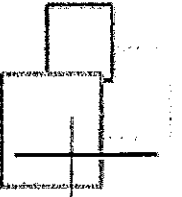
CERTIFICATION

[Redacted]

Ken Pegg/05-05-20

[Redacted]

Gordon Hester/05-05-20



Reconciliation Directory

Fiscal: 2020-Mar

US Bank

2020-Mar

1536710008838

3/1/2020

3/31/2020

\$1,093,049.75 \$

72,173.28 \$ (200,681.57)

\$0.00 \$

964,541.46

Outstanding Checks \$ (25,105.59)

Adjusted Bal \$ 939,435.87

CA Balance \$ 939,435.87

Difference \$ -

Misc Adjustment \$ -

Misc Adjustment \$ -

DD Adjustment \$ -

| Account Number | Title | 2020 Budget Amount | 1stQ 2020 Revenue |
|------------------------------------|---|---------------------|-------------------|
| Taxes | | | |
| 026-000-000-311-10-00-00 | Property Tax | 1,292,760.00 | 11,527.12 |
| 026-000-000-331-93-00-02 | FEMA SAFER R&R Grant | 75,000.00 | 18,750.00 |
| 026-000-000-331-97-08-34 | FEMA SAFER R&R Grant 2020-2024 | 72,500.00 | - |
| 026-000-000-337-01-00-00 | Annexation Impact Pymts - Spokane | 326,094.00 | - |
| 026-000-000-337-01-01-00 | Annexation Impact Pymts - AH | 149,940.00 | - |
| 026-000-000-337-01-02-00 | Annexation Impact Pymts - Berry Travelers | 1,865.00 | - |
| 026-000-000-337-20-00-00 | Leasehold Tax | 10,000.00 | 200.36 |
| 026-000-000-337-40-00-00 | Timber Tax | 2,500.00 | 767.07 |
| 026-000-000-342-20-01-00 | Fire Contracts - WSP | 5,100.00 | 5,106.43 |
| 026-000-000-342-21-01-00 | Contract Personnel Reimb | 25,000.00 | - |
| 026-000-000-342-22-00-00 | Contract Equip Rental | 25,000.00 | - |
| 026-000-000-361-10-00-00 | Interest | 10,000.00 | 2,109.13 |
| 026-000-000-362-90-00-00 | Cell Tower Lease | 7,464.00 | 1,866.24 |
| 026-000-000-369-90-00-00 | Miscellaneous | 25,000.00 | 1,027.86 |
| 026-000-000-369-91-10-00 | Address Signs | 750.00 | 257.74 |
| 026-000-000-369-91-20-00 | Shirt Sales | 150.00 | 112.50 |
| 026-000-000-369-91-30-00 | Surplus Property | 2,000.00 | - |
| Total Misc Revenue | | 2,031,123.00 | 41,724.45 |
| Total Revenue General Fund | | 2,031,123.00 | 41,724.45 |
| Reserve | | | |
| Interest and Other Earnings | | | |

| Account Number | Title | 2020 Budget Amount | 1stQ 2020 Revenue |
|--|----------|--------------------|-------------------|
| 027-000-000-361-10-00-00 | Interest | 10,000.00 | 2,710.70 |
| Total Interest and Other Earnings | | 10,000.00 | 2,710.70 |
| Total Revenue Reserved Fund | | 10,000.00 | 2,710.70 |

| Account Number | Title | 2020 Budget Amount | 1stQ 2020 Revenue |
|--|--------------------------------------|---------------------|-------------------|
| Bond Fund | | | |
| Interest and Other Earnings | | | |
| 044-000-000-337-01-00-00 | Annexation Impact Payments - Spokane | 299,790.00 | 183,644.97 |
| 044-000-000-361-10-00-00 | Interest | 3,000.00 | 494.74 |
| Total Interest and Other Earnings | | 302,790.00 | 184,139.71 |
| | | | |
| Total Revenue Bond Fund | | 302,790.00 | 184,139.71 |
| | | | |
| Ems Fund | | | |
| General Property Taxes | | | |
| 045-000-000-311-10-00-00 | Property Tax Levy | 447,199.00 | 3,822.09 |
| 045-000-000-334-00-00-00 | Ems Grant | 1,200.00 | 1,260.00 |
| 045-000-000-337-01-01-00 | Annexation Impact Pymts - Spokane | 107,338.00 | - |
| 045-000-000-337-01-01-00 | Annexation Impact Pymts - AH | 74,970.00 | - |
| 045-000-000-337-01-02-00 | Annexation Impact Pymts - Berry | 1,865.00 | - |
| 045-000-000-361-10-00-00 | Interest | 2,500.00 | 1,197.53 |
| Total Revenue EMS Fund | | 635,072.00 | 6,279.62 |
| | | | |
| Grand Totals | | 2,978,985.00 | 234,854.48 |

General Fund

Major Expenditure

| | | | |
|---|-------------------------------------|-------------------|------------------|
| 026-000-000-594-22-65-00 | Major Expenditures | 344,720.00 | 54,357.12 |
| 026-000-000-594-22-65-03 | R&R Grant | 72,500.00 | 4,050.61 |
| Total Major Expenditure | | 417,220.00 | 58,407.73 |
| Other Services | | | |
| 026-000-001-522-60-10-00 | Salary/Benefits - Commissioners | 11,851.00 | 2,204.67 |
| 026-000-001-522-70-00-00 | Election Costs | 5,000.00 | 2,229.39 |
| Total Other Services | | 16,851.00 | 4,434.06 |
| Administration - Chief | | | |
| 026-000-002-522-10-10-00 | Salary & Benefits - Fire Chief | 183,964.00 | 38,188.94 |
| Total Administration - Chief | | 183,964.00 | 38,188.94 |
| Administration - Admin Director | | | |
| 026-000-003-522-10-10-00 | Salary & Benefits - Admin Director | 107,294.00 | 25,729.77 |
| Director | | 107,294.00 | 25,729.77 |
| Administration - Admin Assistant | | | |
| 026-000-004-522-10-10-00 | Salary & Benefits - Admin Assistant | 33,495.00 | 3,380.22 |
| Total Administration - Admin Assistant | | 33,495.00 | 3,380.22 |

| Administrative Expenses | | | | | |
|---|---|--|-------------------|--|------------------|
| 026-000-010-522-10-30-01 | Computer Hardware | | 6,500.00 | | - |
| 026-000-010-522-10-30-02 | Computer Software | | 1,000.00 | | 540.05 |
| 026-000-010-522-10-30-03 | Computer Maintenance | | 30,000.00 | | 5,976.38 |
| 026-000-010-522-10-31-00 | Office Supplies | | 15,000.00 | | 2,948.06 |
| 026-000-010-522-10-41-01 | Professional Services-Legal | | 10,000.00 | | 239.50 |
| 026-000-010-522-10-41-02 | Professional Services-Other | | 25,000.00 | | 3,815.66 |
| 026-000-010-522-10-42-01 | Postage | | 2,000.00 | | 413.00 |
| 026-000-010-522-10-42-02 | Phone Service-Stations | | 10,000.00 | | 2,301.94 |
| 026-000-010-522-10-42-03 | Phone Service-Cell | | 10,000.00 | | 3,191.33 |
| 026-000-010-522-10-43-0 | Travel - Commissioners | | 350.00 | | - |
| 026-000-010-522-10-43-02 | Travel-Staff | | 15,000.00 | | 7,295.72 |
| 026-000-010-522-10-44-00 | Advertisement | | 10,000.00 | | - |
| 026-000-010-522-10-46-00 | Insurance | | 45,000.00 | | 11,663.00 |
| 026-000-010-522-10-48-00 | Repair & Maint-Office Machines | | - | | - |
| 026-000-010-522-10-49-00 | Membership | | 25,000.00 | | 12,529.84 |
| Total Administrative Expenses | | | 204,850.00 | | 50,914.48 |
| Administration - DC Safety/Logistics | | | | | |
| 026-000-019-522-20-00-00 | Salary & Benefits - DC Safety/Logistics | | 147,934.00 | | 23,888.09 |
| Total Administration - DC Safety/Logistics | | | 147,934.00 | | 23,888.09 |
| Lieutenants | | | | | |
| 026-000-020-522-20-10-00 | Salary & Benefits - Lieutenants (3) | | 340,101.00 | | 77,448.01 |
| Total Lieutenants (3) | | | 340,101.00 | | 77,448.01 |

| | | | |
|--|---------------------------------|-------------------|------------------|
| Volunteer Compensation | | | |
| 026-000-021-522-20-10-00 | Point Compensation | 161,432.99 | 38,819.25 |
| Total Volunteer Compensation | | 161,432.99 | 38,819.25 |
| Administration - BC - Safer | | | |
| 026-000-022-522-20-00-00 | Salary & Benefits - DC Safer | 129,242.00 | 25,971.95 |
| Total Administration - BC - Safer | | 129,242.00 | 25,971.95 |
| Volunteer Pension/Benefits | | | |
| 026-000-023-522-20-20-02 | Pension/benefits | 4,000.00 | 2,235.00 |
| 026-000-023-522-20-20-03 | Volunteer Banquet | 5,200.00 | 5,194.24 |
| 026-000-023-522-20-04-00 | Vol Assoc Contract | 1,000.00 | 1,000.00 |
| Total Volunteer Pension/Benefits | | 10,200.00 | 8,429.24 |
| Seasonal FF | | | |
| 026-000-024-522-20-10-00 | Salary & Benefits - Seasonal FF | 14,314.00 | - |
| Total Seasonal FF | | 14,314.00 | - |
| Contract FF | | | |
| 026-000-026-522-20-10-00 | Salary & Benefits - Contract FF | 26,566.00 | - |
| Total Contract FF | | 26,566.00 | - |
| Career FF | | | |
| 026-000-027-522-20-10-00 | Salary & Benefits- Career FF | 104,898.00 | 22,622.40 |
| Total Career FF | | 104,898.00 | 22,622.40 |

| | | | | | | |
|--|------------------------------|--|-------------------|--|------------------|--|
| | | | | | | |
| Wildland | | | | | | |
| 026-000-030-522-20-03-00 | Clothing Inventory | | 4,000.00 | | 3,667.04 | |
| 026-000-030-522-20-03-01 | Uniform Volunteer | | 7,000.00 | | 1,797.91 | |
| 026-000-030-522-20-09-10 | Incentive Program | | 3,000.00 | | 1,898.04 | |
| 026-000-030-522-20-35-01 | Maintenance Tools | | 4,000.00 | | 217.77 | |
| 026-000-030-522-20-35-02 | Maintenance Parts/supplies | | 5,000.00 | | 481.79 | |
| 026-000-030-522-20-35-11 | Hose & Appliance - Structure | | 6,000.00 | | - | |
| 026-000-030-522-20-35-12 | Turnouts - Structure | | 36,000.00 | | - | |
| 026-000-030-522-20-35-13 | Helmets - Structure | | 6,000.00 | | - | |
| 026-000-030-522-20-35-14 | Gloves - Structure | | 4,000.00 | | 151.15 | |
| 026-000-030-522-20-35-15 | Entry Tools - Structure | | 3,200.00 | | - | |
| 026-000-030-522-20-35-16 | Other - Structure | | 2,000.00 | | - | |
| 026-000-030-522-20-35-17 | Boots - Structure | | 2,000.00 | | 964.93 | |
| 026-000-030-522-20-35-18 | Hose Packs - Structure | | - | | - | |
| 026-000-030-522-20-35-21 | Hose & Appliance - Wildland | | 250.00 | | - | |
| 026-000-030-522-20-35-22 | Turnouts - Wildland | | 4,000.00 | | - | |
| 026-000-030-522-20-35-23 | Gloves - Wildland | | - | | - | |
| 026-000-030-522-20-35-24 | Handtools - Wildland | | 600.00 | | - | |
| 026-000-030-522-20-35-25 | Other - Wildland | | 5,000.00 | | - | |
| 026-000-030-522-20-35-26 | Fire Shelters - Wildland | | 3,000.00 | | - | |
| 026-000-030-522-20-35-27 | Equipment - SCBA | | 3,500.00 | | 1,872.16 | |
| 026-000-030-522-20-35-31 | Other Supplies | | 4,000.00 | | 97.09 | |
| 026-000-060-522-50-31-00 | Facility Supplies | | 8,000.00 | | 3,640.21 | |
| Total Fire Suppression - Structure & Wildland | | | 110,550.00 | | 14,788.09 | |

| | | | | | | |
|--|--|-----------------------------------|--|-------------------|--|------------------|
| | | | | | | |
| | Vehicle/Equipment | | | | | |
| | 026-000-040-522-20-32-00 | Fuel | | 14,000.00 | | 3,354.81 |
| | 026-000-040-522-20-48-01 | Vehicle-Pump Testing | | 3,000.00 | | - |
| | 026-000-040-522-20-48-02 | Vehicle-Scheduled Maint | | 35,000.00 | | 8,997.96 |
| | 026-000-040-522-20-48-03 | Vehicle-Unscheduled Maint | | 55,000.00 | | 9,198.86 |
| | 026-000-040-522-20-48-04 | Vehicle-Tires & Chains | | 8,000.00 | | - |
| | 026-000-040-522-20-48-05 | Vehicle-Retrofit | | - | | - |
| | 026-000-040-522-20-48-06 | Equipment R&M-SCBA | | 7,000.00 | | 495.31 |
| | 026-000-040-522-20-48-07 | Equipment R&M-Power Equip | | 1,500.00 | | - |
| | 026-000-040-522-20-48-08 | Equipment R&M-Communication | | 1,500.00 | | - |
| | 026-000-040-522-20-48-09 | Equipment R&M-Other | | 4,000.00 | | 2,960.26 |
| | 026-000-040-522-20-48-10 | Power Equipment | | 2,500.00 | | - |
| | 026-000-040-522-20-48-11 | Ladder Testing | | 4,000.00 | | 3,233.80 |
| | 026-000-040-522-20-48-14 | Training & Travel | | 1,500.00 | | 349.12 |
| | Total Vehicle/Equipment | | | 137,000.00 | | 28,590.12 |
| | | | | | | |
| | Dispatch | | | | | |
| | 026-000-050-522-20-51-00 | Dispatch | | 20,000.00 | | - |
| | Total Dispatch | | | 20,000.00 | | - |
| | | | | | | |
| | Fire Prevention And Investigation | | | | | |
| | 026-000-070-522-30-31-00 | Supplies & Materials - Prevention | | 2,000.00 | | - |
| | 026-000-070-522-30-31-01 | Investigation Supplies | | 3,000.00 | | 527.12 |
| | 026-000-070-522-30-43-00 | Education & Travel | | 500.00 | | - |

| | | | |
|--------------------------|-------------------------------|------------------|------------------|
| 026-000-070-522-30-44-01 | Mapbook Update | 5,000.00 | 532.50 |
| 026-000-070-522-30-49-00 | Dues, Publications | 1,000.00 | - |
| 026-000-070-522-20-35-03 | Address Sign Sply | 1,500.00 | - |
| Investigation | | 13,000.00 | 1,059.62 |
| | | | |
| | | | |
| Training | | | |
| 026-000-080-522-20-03-02 | Recruit Academy | 20,500.00 | 6,511.66 |
| 026-000-080-522-45-31-00 | Training Supplies | 20,500.00 | 9,800.83 |
| 026-000-080-522-45-41-00 | Professional Services | 7,000.00 | - |
| 026-000-080-522-45-43-01 | Training Travel-Staff | 7,000.00 | - |
| 026-000-080-522-45-43-02 | Training Travel-Volunteers | 6,000.00 | - |
| 026-000-080-522-45-43-03 | Dues, Publications | 1,745.00 | - |
| Total Training | | 62,745.00 | 16,312.49 |
| | | | |
| | | | |
| Safety | | | |
| 026-000-090-522-45-31-01 | Safety Training Materials | 1,000.00 | - |
| 026-000-090-522-45-31-02 | Safety Supply Items | 2,700.00 | - |
| 026-000-090-522-45-43-00 | Safety Training and Travel | 800.00 | - |
| Total Safety | | 4,500.00 | - |
| | | | |
| | | | |
| Facilities | | | |
| 026-000-100-522-50-47-00 | Facility Utilities | 50,000.00 | 18,311.82 |
| 026-000-100-522-50-48-00 | Facility Repair & Maintenance | 39,000.00 | 5,559.80 |
| Total Facilities | | 89,000.00 | 23,871.62 |

| | | | | | |
|---|-----------------------------|--|---------------------|--|-------------------|
| Capital Equipment Purchase | | | | | |
| 026-000-110-522-20-64-00 | Cap Equipment Purchase | | 7,500.00 | | 1,920.72 |
| Total Capital Equipment Purchase | | | 7,500.00 | | 1,920.72 |
| Total General Fund | | | 2,342,656.99 | | 464,776.80 |
| Bond | | | | | |
| 044-000-000-522-71/83-00 | Principal & Interest | | 299,790.00 | | - |
| 044-000-000-522-10-41-00 | Fees | | 150.00 | | 13.07 |
| Total Bond | | | 299,940.00 | | 13.07 |
| Total Bond Fund | | | 299,940.00 | | 13.07 |
| Reserve | | | | | |
| Administration | | | | | |
| 027-000-000-522-10-41-00 | Reserve Fund Misc Fees | | 150.00 | | 37.19 |
| Total Administration | | | 150.00 | | 37.19 |
| Facilities | | | | | |
| 027-000-000-594-22-64-00 | Year 1 Capital Expenditures | | 333,333.00 | | - |
| 027-000-001-594-22-64-00 | Year 2 Capital Expenditures | | 333,333.00 | | - |
| 027-000-002-594-22-64-00 | Year 3 Capital Expenditures | | 333,333.00 | | - |
| Total Facilities | | | 999,999.00 | | - |

| | | | | | |
|-------------------------------------|--------------------------------------|-------------------|--|------------------|--|
| Ems Fund | | | | | |
| EMS - DC Operations | | | | | |
| 045-000-010-522-10-10-00 | Salary & Benefits - Deputy Chief Ops | 147,934.00 | | 33,634.74 | |
| Total EMS - DC Operations | | 147,934.00 | | 33,634.74 | |
| | | | | | |
| EMS Career FF | | | | | |
| 045-000-019-522-80-10-00 | Salary & Benefits - Career FF | 104,898.00 | | 36,027.41 | |
| Total EMS Career FF | | 104,898.00 | | 23,392.65 | |
| | | | | | |
| EMS Career FF | | | | | |
| 045-000-020-522-80-10-00 | Salary & Benefits - Career FF | 104,899.00 | | 38,873.21 | |
| Total EMS Career FF | | 104,899.00 | | 36,027.41 | |
| | | | | | |
| EMS - Volunteer Compensation | | | | | |
| 045-000-021-522-80-10-00 | Point Compensation & Benefits | 161,432.99 | | 38,873.21 | |
| Total EMS - Volunteer Other | | 161,432.99 | | 38,873.21 | |
| | | | | | |
| EMS Miscellaneous/Volunteer | | | | | |
| 045-000-030-522-80-20-02 | Pension Fees | 4,000.00 | | 2,235.00 | |
| 045-000-030-522-80-20-03 | Clothing Inventory | 7,000.00 | | 3,667.06 | |
| 045-000-030-522-80-20-04 | Uniform Volunteer | 4,000.00 | | 1,797.91 | |
| Total EMS Misc/Volunteer | | 15,000.00 | | 7,699.97 | |
| | | | | | |
| EMS Fuel | | | | | |
| 045-000-040-522-20-32-00 | Fuel | 14,000.00 | | 3,354.78 | |

| | | | | |
|---------------------------|-----------------------------------|--|---------------------|-------------------|
| Total EMS Fuel | | | 14,000.00 | 3,354.78 |
| EMS Dispatch | | | | |
| 045-000-050-522-20-51-00 | Dispatch | | 20,000.00 | - |
| Total EMS Dispatch | | | 20,000.00 | - |
| EMS Supplies | | | | |
| 045-000-060-522-20-31-01 | EMS Medical Supply | | 36,500.00 | 5,255.28 |
| 045-000-060-522-20-41-01 | EMS MD Advisor | | 7,200.00 | 1,800.00 |
| 045-000-060-522-20-41-02 | EMS Waste Disposal | | 1,200.00 | 199.65 |
| 045-000-060-522-20-41-03 | EMS Other | | 1,850.00 | - |
| 045-000-060-522-20-49-00 | EMS Misc Fees & Dues | | 1,950.00 | 845.32 |
| Total EMS Supplies | | | 48,700.00 | 8,100.25 |
| EMS Training | | | | |
| 045-000-080-522-45-31-01 | EMS Training Supplies & Materials | | 5,000.00 | - |
| 045-000-080-522-45-41-02 | EMS Registration Fees-Staff | | 2,000.00 | - |
| 045-000-080-522-45-41-03 | EMS Registration Fees-Volunteers | | 26,000.00 | 15,048.02 |
| 045-000-080-522-45-43-01 | EMS Travel | | 1,200.00 | - |
| Total EMS Training | | | 34,200.00 | 15,048.02 |
| Total Ems Fund | | | 651,063.99 | 166,131.03 |
| Grand Totals | | | 4,293,810.27 | 630,958.38 |

RETURN ADDRESS:

| | |
|--|--|
| Document Title: | Memorandum of First Amendment to Site Lease With Option |
| Reference Number(s) of Related Documents: | July 2, 1998 at #4239824 |
| Landlord(s): | Spokane County Fire Protection District Number 10, a municipal corporation |
| Tenant(s): | T-Mobile West Tower LLC, a Delaware limited liability company |
| Legal Description: | Ptn NW/4, 30-25N-41E, WM |
| Assessor's Tax Parcel ID Number: | 15302.9033 |
| Site ID: | Fairchild AFB (BUN 823990) |

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$150.

Signature of Requesting Party

**MEMORANDUM OF FIRST AMENDMENT TO
SITE LEASE WITH OPTION**

This Memorandum of First Amendment to Site Lease With Option is made effective this day of _____, 2020 by and between SPOKANE COUNTY FIRE PROTECTION DISTRICT NUMBER 10, a municipal corporation (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

1. Landlord and Western PCS BTA I Corporation, a Delaware corporation ("Original Tenant") entered into a Site Lease With Option dated May 4, 1998, a memorandum of which was recorded in the official records of Spokane County, Washington ("Official Records") on July 2, 1998 at Instrument No. 4239824 (the "Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in Spokane County, Washington from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. T-Mobile West Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant.

3. The Lease had an initial term that commenced on October 5, 1998 and expired on October 4, 2003. The Lease provides for five (5) extensions of five (5) years each, four (4) of which were exercised by Tenant (each extension is referred to as a "Renewal Term"). According to the Lease, the final Renewal Term expires October 4, 2028.

4. Landlord and Tenant have entered into a First Amendment to Site Lease With Option (the "First Amendment"), of which this is a Memorandum, providing for eight (8) additional Renewal Terms of five (5) years each. Pursuant to the First Amendment, the final Renewal Term expires on October 4, 2068.

5. By the First Amendment, Landlord granted to Tenant the right of first refusal to purchase a portion of the Landlord's Property, under the following terms:

If Landlord receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Lease, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord's right, title and interest in the Lease, on the same terms and conditions in the offer. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord's notice shall provide for a due diligence period of less than

sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within twenty (20) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any affiliate of Tenant or CCTMO LLC, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

6. By the First Amendment, Landlord granted to Tenant the option to expand the Premises by up to an additional 200 square feet adjacent to the Premises. Additional details of the foregoing expansion are set forth in the First Amendment.

7. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

8. This Memorandum does not contain the social security number of any person.

9. A copy of the First Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

EXHIBIT A
(Legal Description of Landlord's Property)

That portion of Government Lot 1, in the Northwest quarter of Section 30, Township 25 North, Range 41 East of the Willamette Meridian, described as follows:

COMMENCING at the intersection of the South boundary of State Highway No. 2 and the East boundary of Brooks Road;

Thence Easterly along the South boundary of State Highway No. 2, a distance of 208 feet to the True Point of Beginning of this description;

Thence Southerly and parallel with the East boundary of Brooks Road, a distance of 208 feet;

Thence Westerly and parallel with the South boundary of State Highway No. 2, a distance of 208 feet to a point on the East boundary of Brooks Road;

Thence Southerly along the East boundary of Brooks Road, a distance of 150 feet;

Thence Easterly and parallel with the South boundary of State Highway No. 2, a distance of 358 feet;

Thence Northerly and parallel with the East boundary of Brooks Road, a distance of 358 feet to a point on the South boundary of State Highway No. 2;

Thence Westerly along the South boundary of said State Highway No. 2, a distance of 150 feet to the Point of Beginning;

EXCEPT that portion deeded to the State of Washington for SR-2 by Deed recorded February 4, 1983, under Auditor's File No. 8302040206, records of Spokane County;

Situate in the County of Spokane, State of Washington.

**FIRST AMENDMENT TO
SITE LEASE WITH OPTION**

THIS FIRST AMENDMENT TO SITE LEASE WITH OPTION (the "First Amendment") is made effective this ____ day of _____, 2020 ("Effective Date"), by and between SPOKANE COUNTY FIRE PROTECTION DISTRICT NUMBER 10, a municipal corporation (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord and Western PCS BTA I Corporation, a Delaware corporation ("Original Tenant") entered into a Site Lease With Option dated May 4, 1998, a memorandum of which was recorded in the official records of Spokane County, Washington ("Official Records") on July 2, 1998 at Instrument No. 4239824 (the "Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in Spokane County, Washington from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"); and

WHEREAS, T-Mobile West Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on October 5, 1998 and expired on October 4, 2003. The Lease provides for five (5) extensions of five (5) years each, four (4) of which were exercised by Tenant. According to the Lease, the final extension expires on October 4, 2028; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Renewal. Section 5 of the Lease is being amended by deleting the following:

Tenant shall have the right to extend this Lease for five (5) additional, five-year terms ("Renewal Term").

and adding the following:

Tenant shall have the right to extend this Lease for thirteen (13) additional, five-year terms (each extension is referred to as a "Renewal Term").

The remainder of Section 5 of the Lease remains unchanged by this First Amendment. Landlord and Tenant hereby acknowledge that Tenant has exercised four (4) Renewal Terms, leaving a balance of nine (9) Renewal Terms. If all Renewal Terms are exercised, the final Renewal Term will expire on October 4, 2068.

3. Rent. Commencing on the first day of the second full month following the Effective Date, the monthly Rent shall increase to One Thousand Three Hundred Fifty and 00/100 Dollars (\$1,350.00) per month. Following such increase, the Rent shall continue to adjust in accordance with the terms of the Lease.

4. Additional Rent. In addition to the Rent currently paid by Tenant to Landlord pursuant to the Lease, as further consideration for the right to exclusively use and lease the Premises, if, after full execution of this First Amendment, Tenant subleases, licenses or grants a similar right of use or occupancy in the Premises to an unaffiliated third party not already a subtenant on the Premises (each a "Future Subtenant"), Tenant agrees to pay to Landlord Thirty-Three percent (33%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Landlord of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Lease. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises. There shall be no express or implied obligation for Tenant to sublease, license or otherwise allow occupancy of the Premises. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Premises prior to execution of this First Amendment shall be expressly excluded from the Additional Rent and Landlord shall have no right to receive any portion of such revenue.

5. Expansion Option. As further consideration for Tenant entering into this First Amendment, during the term of the Lease, Tenant shall have an irrevocable option ("Option"), exercisable at any time, and from time to time, to lease up to a maximum of two hundred (200) square feet of real property adjacent to the existing Premises at a location to be determined at Tenant's sole discretion ("Additional Lease Area") on the same terms and conditions set forth in the Lease. If Tenant elects to exercise the Option, after full execution of the Additional Lease Area Documents (as defined below), Tenant shall pay the same rent per square foot for the Additional Lease Area as the rent paid per square foot by Tenant for the existing Premises at the time Tenant exercises the Option. Tenant may exercise the Option for the entire Additional Lease Area in a single exercise, or may exercise the Option multiple times in increments, by providing written notice to Landlord at any time; provided, however, that following Tenant's delivery of notice to Landlord, Tenant may at any time prior to full execution of the Additional Lease Area

Documents (as defined herein) withdraw its election to exercise the Option if Tenant discovers or obtains any information of any nature regarding the Additional Lease Area which Tenant determines to be unfavorable in its sole discretion. Within thirty (30) days after Tenant's exercise of the Option, Landlord shall execute and deliver an amendment to the Lease, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Tenant's interest in the Additional Lease Area ("Additional Lease Area Documents"). In addition, within thirty (30) days after Tenant's exercise of the Option, Landlord shall obtain and deliver any documentation necessary to free the Additional Lease Area from any mortgages, deeds of trust, liens or encumbrances.

6. Right of First Refusal. If Landlord receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Lease, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord's right, title and interest in the Lease, on the same terms and conditions in the offer. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within twenty (20) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any affiliate of Tenant or CCTMO LLC, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

7. Survey. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

8. Conditional Signing Bonus. Tenant will pay to Landlord a one-time amount of Forty-Two Thousand Five Hundred and 00/100 Dollars (\$42,500.00) for the full execution of this First Amendment, payable within fifteen (15) days of the full execution of this First Amendment ("Conditional Signing Bonus"). In the event that this First Amendment (and any applicable memorandum of Lease and/or amendment) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Landlord.

9. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

a) Landlord is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Landlord's obligations under the Lease as amended hereby.

b) Tenant is not currently in default under the Lease, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

c) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Lease as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.

d) Landlord acknowledges that the Premises, as defined, shall include any portion of Landlord's Property on which communications facilities or other Tenant improvements exist on the date of this First Amendment.

10. Notices. Tenant's notice address as stated in Section 12 of the Lease is amended as follows:

If to Tenant:

T-Mobile West Tower LLC
12920 S.E. 38th Street
Bellevue, WA 98006
Attn: Leasing Administration

With a copy to:

T-Mobile West Tower LLC
c/o CCTMO LLC
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

11. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Landlord's Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

12. Counterparts. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

13. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this First Amendment is hereby amended to be consistent.

14. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this First Amendment in the Official Records at any time following the execution of this First Amendment by all parties hereto. In addition, Tenant shall have the right in its discretion, to record a notice of lease, affidavit or other form to be determined by Tenant without

Landlord's signature in form and content substantially similar to the Memorandum, to provide record notice of the terms of this First Amendment.

[Execution Pages Follow]

**SPOKANE COUNTY FIRE PROTECTION DISTRICT NO. 10
SPOKANE COUNTY, STATE OF WASHINGTON**

RESOLUTION 20-03

A RESOLUTION OF THE BOARD OF FIRE COMMISSIONERS OF FIRE PROTECTION DISTRICT NO. 10, SPOKANE COUNTY, WASHINGTON, PROVIDING FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE DISTRICT AT AN ELECTION TO BE HELD WITHIN THE DISTRICT ON AUGUST 4, 2020, OF A PROPOSITION AUTHORIZING THE REPLACEMENT OF AN EXISTING EMS LEVY IN THE AMOUNT OF \$.50 PER \$1,000. FOR 10 CONSECUTIVE YEARS. THIS EMS LEVY WILL BEGIN IN 2020 TO BE COLLECTED IN 2021 FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES AS PROVIDED IN THIS RESOLUTION AND THE LAWS OF THE STATE OF WASHINGTON RCW 84.52.069.

WHEREAS, it is the judgment of the Board of Commissioners of the District that it is essential and necessary for the protection of the health and life of the residents of the district that the emergency medical services enumerated in this resolution be provided by the district and that such services necessitate additional expenditure of revenues for maintenance, operations and equipment,

THEREFORE, BE IT RESOLVED by the Board of Commissioners as follows:

1. That the district shall provide emergency medical care or emergency medical services, including related personnel costs, training for such personnel and related equipment, supplies, vehicles and structures needed for the provision of emergency medical care or emergency medical services.
2. In order to produce adequate revenue to pay the costs of the provision of life protection services as described in Section 1 of this resolution and to maintain reserve funds sufficient to assure the continuation of such services, the district shall levy beginning in 2020 and collect beginning in 2021, a general tax on taxable property within the district, maintenance, operations and capital costs in the amount of \$.50 per \$1,000 of assessed valuation. This levy will be collected for 10 consecutive years.
3. In accordance with RCW 84.52.069 the funds raised by such levy shall be used only for the provision of emergency medical services, including related personnel costs, service contract costs, training for such personnel, and related equipment, supplies, vehicles and structures needed for the provision of emergency medical services.

4. There shall be submitted to the qualified electors of the District for their ratification or rejection, at a primary election on August 4, 2020, the question of whether or not such levy for emergency medical services, in addition to the regular levy for maintenance and operation, shall be made each year for a period of ten consecutive years, the first levy to be made in 2020 and to be collected in 2021. The Board of Commissioners hereby requests the auditor of Spokane County, as ex-officio Supervisor of Elections to call such election and to submit the following proposition at such election, in the form of a ballot title substantially as follows:

PROPOSITION

Spokane County Fire Protection District No. 10 – Board of Commissioners – Proposition reauthorizing regular emergency medical services property tax levy.

The Board of Fire Commissioners of Spokane County Fire Protection District No. 10 adopted Resolution 20-03 concerning a proposition to reauthorize an emergency medical services property tax levy. This proposition would authorize the board of commissioners to fund emergency medical services for its citizens by reauthorizing a regular property tax levy of \$.50 per \$1,000.00 of assessed valuation for a period of ten consecutive years beginning in 2020 for collection in 2021.

Should this proposition be enacted into law?

Yes

No

ADOPTED by the Board of Fire Commissioners of Spokane County Fire Protection District No. 10 at a regular board meeting this 5th day of May, 2020.

Scott Mericle, Chairman

Ken Pegg, Commissioner

Attest:

Gordon Hester, Commissioner

Peggy Callahan, District Secretary