Governing Board Special Meeting
2120 N. Wilbur Rd.
Spokane Valley, WA 99206
October 9, 2025 at 0900 hours

AGENDA

This meeting will be offered in person and online
https://us02web.zoom.us/j/88180663611?pwd=aDFqb0l5YS91WVc0RzdYNk1pQVJDUT09
Meeting ID: 881 8066 3611
Passcode: 180186
(253) 215 8782

Any member of the public shall have the right to provide oral comment to the SREC Governing Board during the Open/Public Comment portion of the meeting. Those wishing to speak at that time need to sign up on the sheet posted outside the SREC Executive Conference Room, or in the chat session, once signed in remotely to the meeting. A maximum time not more than three (3) minutes shall be allowed for each speaker.

Agenda items may be added to the agenda or taken out of sequence.

1. **Call to Order**
2. **Consent Agenda**
   a. Minutes from the September 18, 2025 Regular Meeting
3. **Action Items**
   a. Member Fee Policy – Lori Markham
   b. 2026 Budget – Lori Markham - 2026 Draft Budget
   c. Microsoft Enterprise licensing Renewal – Dusty Patrick
   d. GMP Amendment #1 - Early Works Package – Lori Markham
   e. BUC ILA – Lori Markham
   f. BUC Parking Lot – Lori Markham
   g. BUC Doors/Access – Lori Markham
4. **New Business**
   a.
5. **Old Business**
   a. City of Spokane – Lori Markham/Cody Rohrbach/Scott Simmons
   b. Facility Update – Lori Markham
6. **Staff Reports**
   a. Operations – Kim Arredondo
      i. Operations Report - https://infogram.com/1pjzjen6rqq2zzi6jdrej0qn3ltm9wzez3v
   b. Technical – Dusty Patrick
   c. Finance – Tim Henry
   d. Human Resources – Jeff Tower
   e. Administration – Lori Markham
7. **Open/Public Comment**
   a. Speakers sign-in onsite and are allowed 3 minutes each to address the Board
8. **Executive Session**
9. **Adjourn**

Regular Meeting Minutes
Spokane Regional Emergency Communications Governing Board
September 18, 2025

1. Call to Order and Roll Call

Chief Cody Rohrbach called the meeting to order at 8:00 a.m. The following Board members were in attendance:

Board Members
Chief Brad Richmond – Airway Heights Police Department (Vice Chair)
Undersheriff Michael Kittilstved – Spokane County Sheriff's Office
Chief Frank Soto, Jr. – Spokane Valley Fire Department
Chief Dave Ellis – Spokane Valley Police Department
Tom Jenkins – Cheney Fire Department
Assistant Chief Howard Johnson – Spokane County Fire District 4
Scott Simmons – Spokane County
Gayne Sears – Citizen Representative

Staff
Lori Markham, Executive Director
Kim Arredondo, Deputy Director
Dusty Patrick, Technical Servies Director
Brandon Childs, Project Manager
Megan Schneider, HR Analyst
Tim Henry, Finance Manager

Auxiliary Partners
Jeff Galloway, WBM

2. Consent Agenda

Mike Kittilstved motioned to approve the minutes from the August 28, 2025, special meeting. Frank Soto seconded. All were in favor. Motion carried.

3. Action Items

a. Administration Lease
Lori Markham explained the lease was included in the Board packet. SREC administration will be moving to a temporary facility across the street from the new facility beginning October 1st and until the new facility is ready. The lease is roughly $6,000 a month and is a month-to-month lease. Mike Kittilstved motioned to approve the lease. Scott Simmons seconded. All were in favor. Motion carried.

b. Lumen MAC Phone Move
Dusty Patrick explained the workorder was included in the packet and it is to move thirteen Vesta positions from the CCB to the BUC to be utilized over the next 12-16 months while operations is working from there until the new facility is ready. The cost is $82,503.85, pretax. This was not budgeted for as it was planned for next year, not 2025, but there is money in the operations budget that can be utilized. Scott Simmons motioned to approve the purchase. Tom Jenkins seconded. All were in favor. Motion carried.

c. Evans Quote
Lori Markham explained the quote is to have Evans move the consoles from the CCB to the new facility. The consoles are an Evans product and to ensure they are not damaged Evans is who needs to tear down and reassemble them. This is part of the building

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budget, but because it is having to happen sooner than anticipated Evans will have to store the consoles until the new facility is ready, that additional cost was not budgeted for. The total cost is $138,000 plus tax. Frank Soto motioned to approve the purchase. Howard Johnson seconded. All were in favor. Motion carried.

d. Prepared 911
Kim Arredondo explained she has been working with law partners for the last two years on this project. Prepared 911 will cover non-emergency call triage through A.I. It will sit on the crime check lines, but shadow the 911 lines for transcription, translation and auto detect emergency calls that need to be transferred to the 911 lines. This was discussed with the LCAB and RTCC groups. This would be a two-year commitment, $96,150.40 annually and is within the operations budget. Prepared 911 already has a partnership and interface with Hexagon. Scott commended the team on finding technologies that can help with efficiencies and pioneering new technology. Tom Jenkins motioned to approve the purchase of Prepared 911. Dave Ellis seconded. All were in favor. Motion carried.

e. Hexagon RMS
Lori Markham explained SREC received a letter from Sheriff John Nowels on behalf of the law partners stating that they are moving forward with Hexagon for their RMS system. They asked that SREC host and manage the platform. SREC would then create ILA's with the law user agencies and bill out accordingly, similar to how the County handles those services now for the Tyler New World platform. Dave Ellis motioned to approve SREC hosting and managing the RMS system. Tom Jenkins seconded. All were in favor. Motion carried.

4. New Business

a. 2026 Draft Budget
Lori Markham went through the draft budget and reminded the group that due to a lot of unknowns there are assumptions being made. Lori thanked Tim Henry and Jenni Folden for all their hard work. Lori added that the assumptions have been carved out and will likely be coming to the Board next year with budget amendments. The assumptions for revenue are; sales tax originally projected to be flat, now projecting a 2% increase, the City of Spokane receives 42% of tax revenues, determined by population, non-member services in 2026 will be provided and paid if the City of Spokane signs an ILA to continue services (no request has been made at this point) and interest income is calculated based on the estimated spending timeline of the facility. Lori reiterated that the goal is to keep healthy staff amounts and would lose staff through attrition. The assumptions for expenses are; Crime Check & emergency call receiving services for City of Spokane continue through Q1-2026, 3% COLA for Communication Supervisors and 5% COLA for all others per union contracts, facility completed in 2026 with final payment in Q1-2027 based on Bouten-provided estimated timeline, debt Service based on 20-year term (as discussed at the previous Board meeting). Operating reserve will remain the same for 2026, CAD reserve will be concluded by end of 2026 as well as the facility reserve. There is an unrestricted fund balance (2-month operating reserve) that is heathy and would like to discuss using that as a one-time use towards user fees. Due to SFD leaving SREC the other fire agencies saw a large increase in their user fees for 2026. Brad Richmond reminded the group that when SFD joined, the fire agencies chose not to take a decrease in user fees but put those excess funds into the facility reserve.

b. Bond
Lori Markham reminded the group of the discussion last month and that SREC is looking to take out a $20M bond over 20 years when the BoCC makes its public bond offering in early 2026. This will be for the remainder of the facility as $8M will be removed from the facility reserve to be utilized for the upcoming microwave upgrade to the radio system. In

preparation the BoCC wants assurances for the bond and the ask is that the member agencies signs an ILA's to memorialize the debt. As a reminder the 1/10th sales tax sunsets at the end of 2027 and will have to go back out for a vote. Agencies joining SREC at a later date will need to buy into the system. Lori will share more communication and documents as those become available.

c. BUC ILA
Lori Markham thanked Chief Vinci and SCFD9 for being great partners. The parties are working on finalizing that ILA and will hopefully be brought forward at the next Board meeting for action.

d. October Board Meeting
Lori Markham explained this is the last Board meeting being held at the CCB and will be special meetings moving forward as the locations will vary. Next month Lori will be attending a conference at the regular date and time and won't be available so Cherell Yates will send out a poll for a special meeting date and time.

5. Old Business

a. Member Agency Fee Policy
Lori Markham explained the draft policy was included in the Boad packet. This was also included last month, provide any questions or concerns to Lori. The policy will be brought forward in October for approval.

b. City of Spokane Update
Lori Markham explained they are still working on the radio ILA. Dusty Patrick and his team met with City IT, SFD and Hexagon to work through items. Additional conversations are happening regarding who still needs to meet, including not just management but technicians as well. There has still been no request from the City of Spokane for SREC to continue dispatching for City Fire past January 1, 2026.There were no City of Spokane Board members present to provide any feedback or update.

c. Facility Update
Lori Markham stated the design phase is being finalized and permits are being started. Lori added they have enjoyed a great partnership with the design team, contractors and architects.

6. Staff Reports

a. Operations
Kim Arredondo presented the operations report. An academy of 8 started in August and there will be an academy of 4 in October. QA meetings are held twice a month to review EMD statistics and numbers are still really good and remain within the standards for accreditation. The vacancy rate has fluctuated a lot this month and averaged out to 9%.

b. Technical
Dusty Patrick explained the kickoff meeting with Motorola was held for the project to move the core functions from the CCB to the new facility, including a new server room and two microwave links. Preventative maintenance at the radio sites is being wrapped up in time for winter. The radio shop is coordinating functions with the IT team as operations gets moved up to the BUC, moving the phones and getting administration set up at the temporary facility, as well as working on items needed for the new facility. Dusty congratulated the radio, IT and CAD teams for their hard work, coordination and flexibility moving between projects. CAD testing is being held and the first train the trainer sessions will be held in November.

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c. Finance
Tim Henry stated the team is working to finalize the 2026 budget and there will most likely be budget amendments in 2026. Work will then continue on preparing for the next audit.

d. Human Resources
Megan Schneider reiterated they are preparing for the academy in October for hopefully 4 new hires. HR is currently preparing for open enrollment and is anticipating an increase in health insurance premiums.

e. Administration
Lori Markham stated Kelli Mehaffey was awarded Supervisor of the Year from NICE (a national award). Raegan Hays was named trainer of the year from WA APCO-NENA. Raegan has also put together and teaches classes on Autism awareness and DV awareness and has been asked by other agencies across the nation for those classes. Dusty Patrick added that Lori was mentioned in the State of the County address and recognized for an award winning agency and staff. Brad Richmond thanked Lori and the team on behalf of the Board for all the hard work they do and ability to manage all the moving parts.

7. Open/Public Comment
No open/public comment

8. Executive Session
No executive session.

9. Adjourn
The meeting adjourned at 8:45 a.m., as there was no longer a quorum. SREC continued through the agenda providing information only, no action or discussion and concluded at 9:02 a.m.

The next regular Governing Board meeting is scheduled for September 18, 2025, at 8:00 a.m.

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Board Member
Governing Board

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Board Member
Governing Board

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SREC POLICY 104-X POL

SREC Funding and Member Agency Rate Formula

GENERAL INFORMATION

The purpose of this policy is to outline funding and a member agency rate formula

1. Funding sources for the operation of Spokane Regional Emergency Communication System
    a. Emergency Communications Sales and Use Tax – Transferred from Spokane County
    b. E911 Excise Tax—Transferred from Spokane County
    c. Interest Income—Transferred from SCIF/Spokane County
    d. Grant Income—Transferred by Spokane County
    e. Miscellaneous Income—Collected by SREC
    f. Contracted Fees—Collected by SREC
    g. Debt Financing—Spokane County
    h. Member User Fees—Collected by SREC

2. Member Rate Formula
    a. The cost pool will include overall budgeted expenses for operating, capital improvement, capital project reserve contribution, operating reserve contribution, and desired unrestricted fund balance.
    b. Board approved Reserved Funds use will be applied to specific expenses
    c. Board approved Fund Balance use will be applied to specific expenses or as otherwise authorized
    d. Funding sources a-g from section 1 above are applied against the cost pool
    e. The resulting unfunded amount of the cost pool is the total Member User Fee to be used in the rate formula
    f. The Rate Formula will include two tiers
        i. Tier one will be a split between Fire and Law Enforcement as determined by Proportional Cost data and Board approval.
        ii. Tier two will be an apportionment to each agency based on their calls for service
3. Member User Fees Billing
    a. Member agencies will be billed in January of each year
    b. Payments due dates will be according to current SLA's

4. Contracted services or other special circumstances
    a. Contracted services provided to agencies will be based on the cost of service including any indirect or reserve contribution requirements as determined by the board.

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2026 DRAFT BUDGET & CAPITAL IMPROVEMENT PLAN

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS

September 2025

Financial Sub-committee
Chief Cody Rohrbach – Spokane County Fire District 3 (Chair)
Chief Brad Richmond - Airway Heights Police Department (Vice-chair)
CEO Scott Simmons - Spokane County (Executive Committee)
Lori Markham, Executive Director
Tessa Sheldon - Spokane County, Sr. Analyst (Designee)
Matt Boston - City of Spokane Finance Director

Executive Team
Kim Arredondo-Deputy Director
Jeff Tower-Human Resource Manager
Tim Henry-Finance Manager
Dusty Patrick-Technical Services Director

2026 Resources

Assumptions:

- Sales Tax projected 2% increase.
- The City of Spokane receives 42% of tax revenues, determined by population.
- Non-member services in 2026 will be provided and paid if the City of Spokane signs ILA to continue services.
- Interest income is calculated based on the estimated spending timeline of the facility.

Description	2025 Budget	2025 Projected	2026 Proposed Budget
Intergovernmental- EC Sales Tax	$15,645,703	15,645,703	$9,255,998
Intergovernmental-E911 Excise Tax	5,287,000	5,287,000	3,066,460
Intergovernmental-State Grant	57,650	57,650	65,000
Charges for Service-Member Agencies	8,443,852	8,443,852	7,262,393
Charges for Services Non-Member Agencies	-	-	5,975,312
Investment Interest	750,000	750,000	750,000
Miscellaneous	25,000	25,000	25,000
Total Operating Revenue	**$30,209,205**	**$30,209,205**	**$26,400,163**
Financing	**$9,000,000**	**-**	**$20,000,000**
Reserve Use	**$14,950,000**	**$6,950,000**	**$8,000,000**
Fund Balance Use	**$1,922,569**	**-**	**$1,767,650**
Total Resources	**$56,081,773**	**$37,159,205**	**$56,167,813**

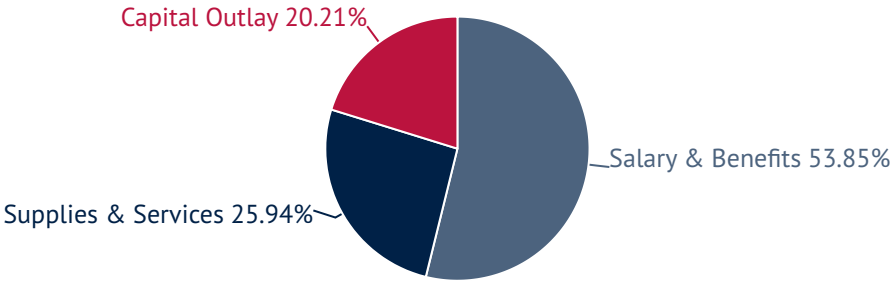
2026 Expenses

Assumptions:

- Crime Check & Emergency Call Receiving services for City of Spokane continue through Q1-2026
- 3% COLA for Communication Supervisors and 5% COLA for all others per union contracts.
- Facility completed in 2026 with final payment in Q1-2027 based on Bouten-provided estimated timeline
- Debt Service based on 20-year term

Description	2025 Budget	2025 Projected	2026 Proposed Budget	Budget to Projected Change
Salary & Benefits	$20,621,089	$20,621,089	$16,543,699	($4,077,390)
Supplies & Services	9,933,844	9,933,844	8,877,417	(1,056,427)
Capital Outlay	24,545,000	6,740,000	21,150,000	14,410,000
Debt Service	**-**	**-**	1,596,697	1,596,697
Total Expenses	**$55,099,934**	**$37,294,933**	**$48,167,813**	**$10,872,880**

2025 Expenses | 2026 Expenses



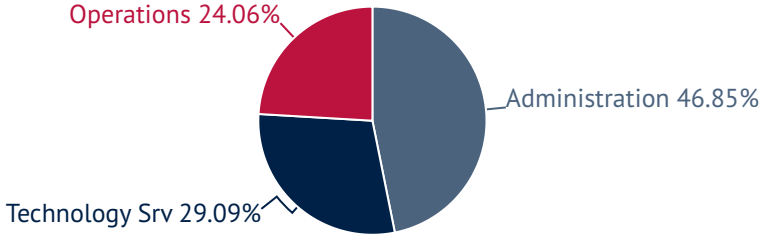
*see Capital Improvement Plan for more detail

The 2026 proposed expense budget detail by department

Description	Administration	Technology Services	Operations	Total
Salary & Benefits	$2,386,038	$3,004,814	$11,152,847	$16,543,699
Supplies and Equipment	77,500	257,650	56,100	391,250
Professional Services	213,098	151,788	443,374	808,260
Travel & Training	15,674	61,400	151,444	228,518
Communication	1,100	310,632	690	312,422
Software License & Subscriptions	305,515	632,471	129,131	1,067,117
Debt Service	1,596,697			1,596,697
Rents & Facility	1,080,000	55,000	24,150	1,159,150
Contracted Equipment Maintenance		4,904,982	5,720	4,910,702
Radio Replacement Program		500,000		500,000
Information Technology Plan				-
Radio Infrastructure Plan		525,000		525,000
Vehicle Replacement		125,000		125,000
Facility	20,000,000			20,000,000
Total Expenses/Uses	**$25,675,622**	**$10,528,736**	**$11,963,456**	**$48,167,813**

Percentage of Expense by Department

2025 Expenses* | 2026 Expenses*



Reserves and Fund Balance

The operating reserve funds balance is proposed flat due to 2026 lower expense budget does not requiring additional funding. Year-end balances not projected yet.

Estimated	2025 YE Balance	2026 YE Balance
Operating Reserve	$6,174,393	$6,174,393
Capital Project Reserve 1 CAD	$0	$0
Capital Project 2 Facility	$2,700,000	$0
Capital Project 3 Microwave	$8,000,000	$8,000,000
Estimated Ending Revenue over Expense	$3,000,000	$0
Minimum Recommended Unrestricted Fund Balance	$4,200,000	$4,200,000

6 Year Capital Improvement Plan

Description	2026	2027	2028	2029	2030	2031	6-Year Total
Major Equipment							
Radio Replacement Program	$500,000	$500,000	$500,000	$500,000	-	-	**$2,000,000**
Information Technology Plan	-	110,000	80,000	92,000	-	-	**$282,000**
Vehicle Replacement	125,000	80,000	80,000	80,000	80,000	-	**$445,000**
Radio System Infrastructure	525,000	-	-	-	2,500,000	2,492,200	**$5,517,200**
Total Major Equipment	**$1,150,000**	**$690,000**	**$660,000**	**$672,000**	**$2,580,000**	**$2,492,200**	**$8,244,200**
Capital Project							
Technology Plan Refresh					1,500,000		**$1,500,000**
Facility Replacement	20,000,000	-	-	-	-	-	**$20,000,000**
Microwave Replacement			4,000,000	4,000,000			**$8,000,000**
CAD Hardware Replace					1,500,000		**$1,500,000**
Total Capital	**$20,000,000**	**-**	**$4,000,000**	**$4,000,000**	**$3,000,000**	**-**	**$31,000,000**
Total	**$21,150,000**	**$690,000**	**$4,660,000**	**$4,672,000**	**$5,580,000**	**$2,492,200**	**$39,244,200**

2025 -2026 Total Budget Comparison

	2025	2026	Change
Intergovernmental-EC Sales Tax	$15,645,703	$9,255,998	($6,389,705)
Intergovernmental-E911 Excise Tax	5,287,000	3,066,460	($2,220,540)
Intergovernmental-State Grant	57,650	65,000	$7,350
Charges for Service-Member Agencies	8,443,852	7,231,729	($1,181,458)
Charges for Service-Non-Member Agencies	-	5,975,312	$5,975,312
Miscellaneous Income	775,000	775,000	$0
Financing	-	20,000,000	$20,000,000
Fund Balance Use	-	1,767,650	$1,767,650
Reserve Balance Use	6,950,000	8,000,000	$1,050,000
Total Resources	**$37,159,205**	**$56,167,813**	**$19,008,609**
Uses Operating			
Salaries and Benefits	$20,621,089	$16,543,699	($4,077,390)
Supplies & Services	9,933,844	8,877,417	($1,056,427)
Total Operating Expenses	**$30,554,934**	**$25,421,116**	**($5,133,817)**
Uses Capital			
Radio Replacement Program	$640,000	$500,000	($140,000)
Information Technology Plan	-	-	$0
Vehicle Replacement	-	125,000	$125,000
Radio Infrastructure Plan	400,000	525,000	$125,000
Facility Replacement	5,700,000	20,000,000	$14,300,000
Total Capital Expenses	**$6,740,000**	**$21,150,000**	**$14,410,000**
Uses Financing & Reserves			
Debt Service	$0	$1,596,697	$1,596,697
Operating Reserve Contribution	$0	$0	$0
Capital Project Reserve Contribution	$0	8,000,000	$8,000,000
Net	**($135,728)**	**$0**	**$135,728**

2026 Member Agency Statistics

The number of member agency incidents recorded from July 2024 to June 2025 are used to determine the 2026 charges.

Law Agency	2025 Incidents	2026 Incidents	Change	% Change
Spokane County Sheriff's Office	153,354	67,360	(85,994)	-56%
Spokane Valley PD		78,754	78,754	
Airway Heights PD	16,763	15,856	(907)	-5%
Liberty Lake PD	7,722	11,139	3,417	44%
EWU PD	1,185	1,720	535	45%
Kalispel Tribe PD	12,791	9,853	(2,938)	-23%
Cheney PD	14,876	9,781	(5,095)	-34%
Total	**206,691**	**194,463**	**(12,228)**	-6%

Fire Agency	2025 Incidents	2026 Incidents	Change	% Change
Airway Heights Fire Dept	2,252	2,364	112	5%
Cheney Fire Dept	1,874	2,099	225	12%
Fire District 2	170	154	(16)	-9%
Fire District 3	3,051	2,982	(69)	-2%
Fire District 4	4,016	4,065	49	1%
Fire District 5	109	113	4	4%
Fire District 8	2,313	2,438	125	5%
Fire District 9	6,061	5,894	(167)	-3%
Fire District 10	1,491	1,073	(418)	-28%
Fire District 11	111	146	35	32%
Fire District 12	70	37	(33)	-47%
Fire District 13	207	194	(13)	-6%
Spokane Valley Fire Dept	23,203	23,916	713	3%
Spokane Fire Dept	54,033	-	(54,033)	-100%
Total	**98,443**	**45,475**	**(53,486)**	**-54%**

2026 Member Agency Charges

The proposed rate model was used to determine the annual Member Agency charges. The applied change to the initial calculation splits the total charges 55% to Law Enforcement Agencies and 45% to Fire Agencies based on actual usages. (Prior was 45/55 split)

Agency	2025 Charges	2026 Charges	$ Change	% Change
Spokane County Sheriff's Office	$2,847,965	$1,392,188	($1,455,778)	-51%
Spokane Valley PD		1,627,677	1,627,677	
Airway Heights PD	311,309	327,710	16,401	5%
Liberty Lake PD	143,407	230,219	86,813	61%
EWU PD	22,007	35,549	13,542	62%
Kalispel Tribe PD	237,544	203,641	33,904	-14%
Cheney PD	276,265	202,152	74,113	-27%
Airway Heights Fire Dept	104,801	168,599	63,798	61%
Cheney Fire Dept	87,210	149,700	62,489	72%
Fire District 2	7,911	10,983	3,072	39%
Fire District 3	141,985	212,675	70,690	50%
Fire District 4	186,893	289,914	103,021	55%
Fire District 5	5,073	8,059	2,987	59%
Fire District 8	107,640	173,877	66,237	62%
Fire District 9	282,061	420,358	138,296	49%
Fire District 10	69,387	76,526	7,139	10%
Fire District 11	5,166	10,413	5,247	102%
Fire District 12	3,258	2,639	(619)	-19%
Fire District 13	9,633	13,836	4,203	44%
Spokane Valley Fire Dept	1,079,800	1,705,679	625,879	58%
Spokane Fire Dept	2,514,537	-	(2,514,537)	-100%
Total	**$8,443,852**	**$7,262,393**	**($1,362,097)**	**-14%**

2026 Total Budget Comparison

	PRIOR	CURRENT	Change
Intergovernmental-EC Sales Tax	$15,645,703	$9,255,998	$6,389,705)
Intergovernmental-E911 Excise Tax	5,287,000	3,066,460	(2,220,540)
Intergovernmental-State Grant	57,650	65,000	7,350
Charges for Service-Member Agencies	8,140,685	7,262,393	(1,181,458)
Charges for Service-Non-Member Agencies	-	5,975,312	5,975,312
Miscellaneous Income	775,000	775,000	-
Financing	-	$20,000,000	20,000,000
Fund Balance Use	-	1,767,650	1,767,650
Reserve Balance Use	6,950,000	8,000,000	1,050,000
Total Resources	**$37,159,205**	**$56,167,813**	**$19,008,609**
Uses Operating			
Salaries and Benefits	$20,621,089	$16,543,699	($4,077,390)
Supplies & Services	9,933,844	8,877,417	(1,056,427)
Total Operating Expenses	**$30,554,934**	**$25,421,116**	**($5,133,817)**
Uses Capital			
Radio Replacement Program	$640,000	$500,000	($140,000)
Information Technology Plan	-	-	-
Vehicle Replacement	-	125,000	125,000
Radio Infrastructure Plan	400,000	525,000	125,000
Facility Replacement	5,700,000	20,000,000	14,300,000
Total Capital Expenses	**$6,740,000**	**$21,150,000**	**$14,410,000**
Uses: Financing & Reserves			
Debt Service	-	$1,596,697	$1,596,697
Operating Reserve Contribution	-	-	-
Capital Project Reserve Contribution	-	8,000,000	8,000,000
Total Uses	$0	$9,596,697	$9,596,697

2026 Member Fees Comparison

	PRIOR	CURRENT	Change
Member Agency Fee	$8,443,852	$7,262,393	($1,181,458)
Law	3,838,497	4,019,136	180,639
Fire	4,605,355	3,243,258	(1,362,097)
Total Member Agency Fees	**$8,443,852**	**$7,262,393**	**($1,181,458)**
Law Enforcement Agency (55%)			
Spokane County Sheriff's Offic e	$2,847,965	$1,392,188	($1,455,788)
Spokane Valley PD		1,627,677	1,627,677
Airway Heights PD	311,309	327,710	16,401
Liberty Lake PD	143,407	230,219	86,813
EWU PD	22,007	35,549	13,542
Kalispel Tribe PD	237,544	203,641	(33,904)
Cheney PD	276,265	202,152	(74,113)
Total Law Agency Fees	**$3,838,497**	**$4,019,136**	**$180,639**
Average Price per Law Call	$18.57	$20.67	$2.10
Fire Agency (45%)			
Airway Heights Fire Dept	$104,801	$168,599	$63,798
Cheney Fire Dept	87,210	149,700	62,489
Fire District 2	7,911	10,983	3,072
Fire District 3	141,985	212,675	70,690
Fire District 4	186,893	289,914	103,021
Fire District 5	5,073	8,059	2,987
Fire District 8	107,640	173,877	66,237
Fire District 9	282,061	420,358	138,296
Fire District 10	69,387	76,526	7,139
Fire District 11	5,166	10,413	5,247
Fire District 12	3,258	2,639	(619)
Fire District 13	9,633	13,836	4,203
Spokane Valley Fire Dept	1,079,800	1,705,679	625,879
Spokane Fire Dept	2,514,537	-	(2,514,537)
Total Fire Agency Fees	**$4,605,355**	**$3,243,258**	**($1,362,097)**
Average Price per Fire Call	$46.54	$71.32	$24.78

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

SREC AP,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PPNV383	9/12/2025	RENEWAL OF EA 76317592	13524992	$160,582.90

IMPORTANT - PLEASE READ

Special Instructions: RENEWAL OF EA 76317592 YEAR 1 OF 3 TERMS 11/1/2025 - 10/31/2026

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft M365 G5 GCC Subscription License Per User Mfg. Part#: AAL-45735-12-SLG RENEWAL YEAR 1 OF 3 TERMS 11/1/2025 - 10/31/2026 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	156	6668197	$650.07	$101,410.92
MS EA PROJECT P3 GCC P USER Mfg. Part#: 7MS-00001-12-SLG RENEWAL YEAR 1 OF 3 TERMS 11/1/2025 - 10/31/2026 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	1	4381361	$290.82	$290.82
MS EA VISIO P2 GCC P USER Mfg. Part#: P3U-00001-12-SLG RENEWAL YEAR 1 OF 3 TERMS 11/1/2025 - 10/31/2026 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	15	3576069	$145.41	$2,181.15
MS EA WIN OLS ACTV GCC P U Mfg. Part#: VRM-00001-12-SLG RENEWAL YEAR 1 OF 3 TERMS 11/1/2025 - 10/31/2026 Electronic distribution - NO MEDIA Contract: MARKET	156	8253522	$0.00	$0.00
Yammer Enterprise - subscription license - 1 license Mfg. Part#: LML-00001-12-SLG RENEWAL YEAR 1 OF 3	156	5321538	$0.00	$0.00

QUOTE DETAILS (CONT.)				
TERMS 11/1/2025 - 10/31/2026 Electronic distribution - NO MEDIA Contract: MARKET				
Microsoft SQL Server Standard Edition - software assurance - 1 server Mfg. Part#: 228-04433-SLG RENEWAL YEAR 1 OF 3 TERMS 11/1/2025 - 10/31/2026 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	4	2106689	$172.24	$688.96
Microsoft SQL Server - software assurance - 1 user CAL Mfg. Part#: 359-00961-SLG RENEWAL YEAR 1 OF 3 TERMS 11/1/2025 - 10/31/2026 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	8	2106688	$40.05	$320.40
MS EA WIN SVR DCCORE SA MVL Mfg. Part#: 9EA-00278-SLG RENEWAL YEAR 1 OF 3 TERMS 11/1/2025 - 10/31/2026 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	40	4354663	$147.74	$5,909.60
MS EA WIN SVR STDCORE SA MVL Mfg. Part#: 9EM-00270-SLG RENEWAL YEAR 1 OF 3 TERMS 11/1/2025 - 10/31/2026 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	116	4354666	$22.68	$2,630.88
Microsoft Windows Server Datacenter Edition - step-up license & software as Mfg. Part#: 9EA-00279-SLG RENEWAL YEAR 1 OF 3 TERMS 11/1/2025 - 10/31/2026 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	20	4713677	$291.00	$5,820.00
Microsoft Windows Server Datacenter Edition - step-up license & software as Mfg. Part#: 9EA-00279-SLG RENEWAL YEAR 1 OF 3 TERMS 11/1/2025 - 10/31/2026 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	96	4713677	$291.00	$27,936.00

SUBTOTAL	$147,188.73
SHIPPING	$0.00
SALES TAX	$13,394.17
GRAND TOTAL	**$160,582.90**

PURCHASER BILLING INFO	DELIVER TO

Billing Address: SPOKANE REGIONAL EMERGENCY COMMUNIC 1620 N REBECCA ST BLDG F SPOKANE, WA 99217-7200 **Phone:** (509) 532-8911 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** SPOKANE REGIONAL EMERGENCY COMMUNIC 1620 N REBECCA ST BLDG F SPOKANE, WA 99217-7200 **Phone:** (509) 532-8911 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Sales Contact Info

Dan Ferner | (866) 465-9919 | danfern@cdw.com

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

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CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Enterprise Quote for

Spokane Regional Emergency Communications

Date 9/11/25
Account Manager Dan Krimer

VSL Specialist Lawrence Roberts

Channel Price Sheet Month Sep-25

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment

Customer to make three annual payments to CDW•G

	Microsoft Part #	Description	Level	Quantity	Year 1 Price	Year 1 Extended	Year 2 Price	Year 2 Extended	Year 3 Price	Year 3 Extended
		Online Subscriptions								
	AAL-45735-12-SLG	M365 G5 GCC Sub Per User	D	156	$ 650.07	$ 101,410.92	$ 650.07	$ 101,410.92	$ 650.07	$ 101,410.92
	7MS-00001-12-SLG	Planner & Project P3 GCC Sub Per User	D	1	$ 290.82	$ 290.82	$ 290.82	$ 290.82	$ 290.82	$ 290.82
	P3U-00001-12-SLG	Visio P2 GCC Sub Per User	D	15	$ 145.41	$ 2,181.15	$ 145.41	$ 2,181.15	$ 145.41	$ 2,181.15
	VRM-00001-12-SLG	Win OLS Activation User GCC Sub Per User	D	156	$ -	$ -	$ -	$ -	$ -	$ -
	LML-00001-12-SLG	Yammer Enterprise GCC Sub Add-on To O365 M365 F3 E5	D	156	$ -	$ -	$ -	$ -	$ -	$ -
		License and Software Assurance								
	228-04433-SLG	SQL Server Standard ALng SA	D	4	$ 172.24	$ 688.96	$ 172.24	$ 688.96	$ 172.24	$ 688.96
	359-00961-SLG	SQL CAL ALng SA User CAL	D	8	$ 40.05	$ 320.40	$ 40.05	$ 320.40	$ 40.05	$ 320.40
	9EA-00278-SLG	Win Server DC Core ALng SA 2L	D	40	$ 147.74	$ 5,909.60	$ 147.74	$ 5,909.60	$ 147.74	$ 5,909.60
	9EM-00270-SLG	Win Server Standard Core ALng SA 2L	D	116	$ 22.68	$ 2,630.88	$ 22.68	$ 2,630.88	$ 22.68	$ 2,630.88
	9EA-00279-SLG	Win Server DC Core ALng SASU 2L Win Server Std	D	20	$ 291.00	$ 5,820.00	$ 291.00	$ 5,820.00	$ 291.00	$ 5,820.00
CAD	9EA-00279-SLG	Win Server DC Core ALng SASU 2L Win Server Std	D	96	$ 291.00	$ 27,936.00	$ 291.00	$ 27,936.00	$ 291.00	$ 27,936.00
					Total	**$ 147,188.73**	**Total**	**$ 147,188.73**	**Total**	**$ 147,188.73**

Three Year Total $ 441,566.19

Notes

No Tax Referenced
Renewal of EA # 76317592 - End Date : 10/31/2025
Contract - Sourcewell
TAX not included in pricing above. AM will provide CDW quote with TAX if applicable.

Terms and Conditions of sales and services projects are governed by the terms at:
http://www.cdwg.com/content/terms-conditions/product-sales.aspx

SREC Public Safety Communications Center (Early Works)
Rough Order of Magnitude - Early Works Package

October 7, 2025 | Total Building Area (SF): | 45,000

DESCRIPTION		COST/SF	TOTAL
01 Selective Building Demolition (access flooring, stair, SOG, excavation)		$0.78	$34,898
02 Building Structure (foundation/structural upgrades & stairs)		$8.79	$395,443
03 Building Envelope (ballistic glazing upgrades)		$17.56	$790,027
06 Mechanical (Disconnect and make safe for demo)		$0.44	$20,000
07 Electrical (two generators, fuel polishers, UPS and switchgear)		$22.78	$1,024,923
Direct Price		**$50.34**	**$2,265,291**
General Conditions and General Requirements		$10.40	$468,000
Design & Preconstruction Services	10.50%	$6.38	$286,996
Inflation & Escalation	1.00%	$0.50	$22,653
Design & Estimating Contingency	6.00%	$3.02	$135,917
Construction Contingency	4.00%	$2.83	$127,154
Insurance	1.00%	$0.73	$33,060
P&P Bond calc'd on GMP + WSST	0.67%	$0.57	$25,460
Design-Builder's Fee	4.00%	$2.83	$127,154
B&O Tax	0.50%	$0.37	$16,530
Indirect Price		**$27.62**	**$1,242,925**
Total Price		**$77.96**	**$3,508,216**

The pricing included herein is intended to provide a rough order of magnitude range for the ALSC drawings, Early Works Package dated October 3, 2025. Once firm trade partner bids are received, the pricing will be updated and submitted for initial GMP approval.

INTERLOCAL LEASE FOR USE OF SPACE

This Lease is entered into between Spokane County Fire Protection District No. 9 (the "District"), a municipal corporation, and Spokane Regional Emergency Communications ("SREC"), a licensed dispatch center and municipal corporation, who shall be collectively referred to as the "Parties" or singularly as a party, for purposes of SREC using District space for its operations and 911 dispatch ("SREC Services" or the "Permitted Use").

WHEREAS, as the primary public safety answering point (PSAP) of Spokane County, SREC is in need of space to conduct the SREC Services set forth in Exhibit F of the Lease attached hereto as Exhibit 1;

WHEREAS, the District has available space for the SREC to perform SREC services for the consideration set forth in the Lease attached hereto as Exhibit 1;

WHEREAS, the District recognizes the benefits conferred by SREC as they positively impact the District's statutory mission set forth under RCW 52.02.020; and

WHEREAS, the District desires to lease the space set forth in Exhibit A to SREC upon the terms and conditions of the lease set forth in Exhibit 1.

THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Lease.** The District shall lease to SREC the space designated in Exhibit 1 hereto upon the terms and conditions therein.

2. **Term.** This Agreement shall terminate upon termination of the Lease set forth in Exhibit 1.

3. **Consideration.** The consideration for this Agreement is set forth in Exhibit 1.

4. **Dispute Resolution**

   Prior to any other action, the Fire Chief of the District and a designated agent of SREC shall meet and attempt to negotiate a resolution to any and all disputes.

   If the parties are unable to resolve the dispute through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

   If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration,

including the Local Mandatory Arbitration Rules of the Spokane County Superior Court, Spokane County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of the State of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

This dispute resolution mechanism shall apply to this Agreement and the Lease set forth in Exhibit 1 hereto. Nothing herein limits either party's right to seek injunctive relief, unlawful detainer, or re-entry/self-help as expressly permitted by this Agreement, the Lease, or law.

5. Hold Harmless/Indemnification

Indemnification by Spokane County Fire Protection District No. 9 (Party 1)

Spokane County Fire Protection District No. 9 ("Party 1") shall indemnify, defend, and hold harmless Spokane Regional Emergency Communications ("Party 2") and its officers, agents, and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any kind whatsoever arising out of or resulting from any negligent act or omission of Party 1, its officers, agents, or employees in performing obligations under this Agreement. In the event any such claim or suit is brought against Party 2, Party 1 shall, at its sole expense, defend the same, provided that Party 2 reserves the right to participate in the defense if any governmental authority principle is implicated. If final judgment is rendered against Party 2, its officers, agents, or employees, or jointly against Party 2 and Party 1 and their respective officers, agents, or employees, Party 1 shall fully satisfy such judgment.

Indemnification by Spokane Regional Emergency Communications (Party 2)

Spokane Regional Emergency Communications ("Party 2") shall indemnify, defend, and hold harmless Spokane County Fire Protection District No. 9 ("Party 1") and its officers, agents, and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any kind whatsoever arising out of or resulting from any

negligent act or omission of Party 2, its officers, agents, or employees in performing obligations under this Agreement. In the event any such claim or suit is brought against Party 1, Party 2 shall, at its sole expense, defend the same, provided that Party 1 reserves the right to participate in the defense if any governmental authority principle is implicated. If final judgment is rendered against Party 1, its officers, agents, or employees, or jointly against Party 1 and Party 2 and their respective officers, agents, or employees, Party 2 shall fully satisfy such judgment.

Concurrent Negligence and Waiver of Immunity

SREC and the District acknowledge and agree that if any such claims, actions, suits, liabilities, losses, costs, expenses, or damages arise from the concurrent negligence of both parties, their officers, agents, or employees, this indemnification provision shall be enforceable only to the extent of each party's respective negligence. For the limited purpose of enforcing this indemnification provision, each party expressly waives its immunity under Title 51 RCW, including with respect to any claims, suits, or causes of action brought by one party's employee(s) against the other party.

Neither party shall be deemed to be an agent of the other during the performance of this Agreement.

6. **RCW 39.34 Provisions.** This Agreement shall be administered by the Fire Chief of the District and the chief executive officer or designee of SREC. Other than the leasehold interest set forth in Exhibit 1, no property shall exchange hands pursuant to this Agreement. This Agreement does not create a new agency. This Agreement shall be listed by subject on the District's website. Irrespective of this Agreement, neither party hereto shall be prevented from entering into similar interlocal agreements. This Agreement shall be ratified by the respective governing bodies of each agency.

SO EXECUTED this _____ day of September, 2025

FOR THE DISTRICT:

_____

Matthew Vinci, Fire Chief

FOR SREC:

_____

[Name], Chief Executive

EXHIBIT 1

LEASE AGREEMENT

Property Address: 3801 East Farwell, Mead, WA 99021

THIS LEASE AGREEMENT (the "Lease") is entered into and effective as of this 1st day of October 2025 between Spokane County Fire Protection District No. 9, a political subdivision of the State of Washington ("Landlord"), and Spokane Regional Emergency Communications, a Washington State Municipal Corporation (“Tenant"), who shall hereinafter be referred to collectively as the “Parties” or singularly as a “party.”

RECITALS

WHEREAS, the Tenant requires certain premises to conduct public safety communications, including 911/dispatch operations, backup communications, training, staging, equipment storage, a server/communications room, a tower and related radio/IT infrastructure, and other lawful activities ancillary thereto; and

WHEREAS, the Tenant may provide certain improvements at no cost or obligation to the Landlord, with said improvements to be removed at the expiration of the Lease or to remain on the Premises for an agreed-upon amount; and

WHEREAS, the Parties recognize the importance of the Tenant’s public-safety communications services in furtherance of the Landlord’s mission; and

WHEREAS, the Tenant recognizes its obligation to hold harmless the Landlord from liabilities arising from the use of the Premises; and

WHEREAS, both Parties hereto are possessed of statutory authority to enter into this Lease.

THEREFORE, the Parties agree as follows:

1. LEASE SUMMARY.

a. Leased Premises. The leased real estate i) consists of an agreed area of 3106 square feet and is outlined on the floor plan attached as Exhibit A (the "Premises"); ii) is located on the land legally described on attached Exhibit B; and iii) is commonly known as Spokane County Fire District 9 Administrative Offices and comprises a portion of Spokane County Parcel No. 36034.0225. The Premises contain the following elements previously located thereon by Tenant as more fully set forth in Exhibit A.

b. Lease Commencement Date. The term of this Lease shall be for a period of eighteen (18) months (the “Initial Term”) and shall commence on October 1, 2025 or such earlier or later date as provided in Section 3 (the "Commencement Date").

c. Lease Termination Date. The term of this Lease shall terminate at midnight on March 31, 2028, or such earlier or later date as provided in Section 3 (the "Termination Date"), unless extended by Tenant pursuant to the provisions of Section 3 herein.

d. Base Rent. The base monthly rent shall be per/sq ft US Dollars monthly during the full initial term of this Lease and any renewal thereof (referred hereto as the "Base Rent"). Rent shall be payable at Landlord's address shown in Section 1 (g) below, or such other place designated in writing by Landlord. The Base Rent may increase each year by the lesser of 2% or the amount of increase in CPI-W in the Seattle-Tacoma-Bellevue area measured from June of the previous Lease year. If the option or options to renew provided for herein are exercised the parties agree that rent shall be recalculated to the then current fair market value using generally accepted appraisal practices, effective as of the first day of each renewal term.

e. Security Deposit. No security deposit is required.

f. Permitted Use. The Premises shall be used only for 911/dispatch operations, training, staging, equipment storage, server/communications room, tower and related radio/IT infrastructure, and other lawful activities ancillary to the foregoing (the "Permitted Use").

g. Notice and Payment Addresses

    a. Landlord: Spokane County Fire Protection District 9, 3801 East Farwell, Mead, WA 99021

    b. Tenant: Spokane Regional Emergency Communications (ADD ADDRESS)

h. Leasehold Excise Tax Because both parties hereto are municipal corporations exempt from property taxes, this Lease is not subject to the Leasehold Excise Tax established under RCW 82.29A.

2. PREMISES.

a. Lease of Premises. Landlord leases to Tenant, and Tenant leases from Landlord, the Premises upon the terms specified in this Lease.

b. Acceptance of Premises. Except as specified elsewhere in this Lease, Landlord makes no representations or warranties to Tenant regarding the Premises, including the physical or structural condition of the Premises or the condition of all mechanical, electrical, and other systems on the Premises. Tenant shall be responsible for performing any work necessary to bring the Premises

into a condition satisfactory to Tenant. By signing this Lease, Tenant acknowledges that it has had an adequate opportunity to investigate the Premises; acknowledges responsibility for making any corrections, Designated Upgrades, and repairs to the Premises and acknowledges that the time needed to complete any such items shall not delay the Commencement Date.

c. Tenant Improvements. All tenant improvements to be completed by Tenant as set forth in Exhibit E hereto (the "Tenant's Work"), shall be the Tenant's responsibility for design, payment, and performance of all such work. Tenant shall be deemed to have accepted the Premises in their then condition. At the conclusion of the Lease, Tenant shall return the Premises to its use prior to the Lease or shall remove any Tenant Improvements.

3. TERM.

The term of this Lease shall commence on the Commencement Date specified in Section 1.

a. Early Possession. Tenant currently occupies a portion of the Premises. Such occupancy shall not advance the Commencement Date or the Termination Date set forth in Section 1, but otherwise all terms and conditions of this Lease shall nevertheless apply during the period of early occupancy before the Commencement Date.

b. Delayed Possession. Tenant's obligations under this Lease arise regardless of Tenant delaying occupation of the entire Premises.

c. Early Termination (Recapture). Landlord may terminate this Lease and recapture the Premises prior to the termination date if the Premises become necessary for fire protection/EMS purposes in Landlord's reasonable discretion. Such termination shall be preceded by not less than five (5) months' prior written notice to Landlord to Tenant.

4. RENT.

a. Payment of Rent. Tenant shall pay Landlord without notice, demand, deduction or offset, in lawful money of the United States, the monthly Base Rent stated in Section 1 in advance on or before the first day of each month during the Lease term beginning on the Commencement Date and shall also pay any other additional payments due to Landlord ("Additional Rent"), including assessments when required under this Lease. Payments for any partial month at the beginning or end of the Lease shall be prorated. All payments due to Landlord under this Lease, including late fees and interest, shall also constitute Additional Rent, and upon failure of Tenant to pay any such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent.

b. Late Charges; Default Interest. If any sums payable by Tenant to Landlord under this Lease are not received within five (5) business days after their due date, Tenant shall pay Landlord an amount equal to the greater of $100 or five percent (5%) of the delinquent amount for the cost of collecting and handling such late payment in addition to the amount due and as Additional Rent. All delinquent sums payable by Tenant to Landlord and not paid within five (5) business days after

their due date shall, at Landlord's option, bear interest at the rate of fifteen percent (15%) per annum, or the highest rate of interest allowable by law, whichever is less (the "Default Rate"). Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

c. Less Than Full Payment. Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Landlord claims. Any portion that remains to be paid by Tenant shall be subject to the late charges and default interest provisions of this Section 4.

5. SECURITY DEPOSIT. No security deposit is required under this Lease

6. USES. The Premises shall be used only for the Permitted Use specified in Section 1 above, and for no other business or purpose without the prior written consent of Landlord. No act shall be done on or around the Premises that is unlawful or that will increase the existing rate of insurance on the Premises, the Building, or the Property, or cause the cancellation of any insurance on the Premises, the Building, or the Property. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance. Tenant shall not do or permit anything to be done on the Premises, the Building, or the Property which will obstruct or interfere with the rights of other tenants or occupants of the Property, or their employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees or to injure or annoy such persons.

7. COMPLIANCE WITH LAWS. Tenant shall not cause or permit the Premises to be used in any way which violates any law, ordinance, or governmental regulation or order. Landlord represents to Tenant that, as of the Commencement Date, to Landlord's knowledge, but without duty of investigation, and with the exception of any Tenant's Work, the Premises comply with all applicable laws, rules, regulations, or orders, including without limitation, the Americans With Disabilities Act, if applicable, and Landlord shall be responsible to promptly cure at its sole cost any noncompliance which existed on the Commencement Date. Tenant shall be responsible for complying with all laws applicable to the Premises because of the Permitted Use, and Tenant shall be responsible for making any changes or Designated Upgrades as may be required by law, rule, regulation, or order for Tenant's Permitted Use at its sole cost and expense.

8. TAXES. Tenant shall within 60 days of notice from Landlord reimburse to Landlord the amount of all assessments levied against the Property that are attributable to Premises, calculated based on relative square footage of land. Tenant shall pay all taxes, assessments, liens and license fees levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, related to or required by Tenant's use of the Premises as well as all Taxes on Tenant's personal property located on the Premises.

9. COMMON AREAS.

a. The term "Common Areas" means all areas, facilities and building systems that are provided and designated from time to time by Landlord for the general non-exclusive use and convenience of Tenant with other tenants and which are not leased or held for the exclusive use of a particular tenant. To the extent that such areas and facilities exist within the Property, Common Areas include hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, security areas, lobby or mall areas, common heating, ventilating and air conditioning systems, common electrical service, equipment and facilities, and common mechanical systems, equipment and facilities. Tenant shall comply with reasonable rules and regulations concerning the use of the Common Areas adopted by Landlord from time to time. Without advance notice to Tenant and without any liability to Tenant, Landlord may change the size, use, or nature of any Common Areas, erect improvements on the Common Areas or convert any portion of the Common Areas to the exclusive use of Landlord or selected tenants, so long as Tenant is not thereby deprived of the substantial benefit of the Premises. Landlord reserves the use of exterior walls and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises in areas which will not materially interfere with Tenant's use thereof.

b. Use of the Common Areas. Tenant shall have the non-exclusive right, in common with such other tenants to whom Landlord has granted or may grant such rights, to use the Common Areas. Tenant shall abide by rules and regulations adopted by Landlord from time to time and shall use its best efforts to cause its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees to comply with those rules and regulations, and not interfere with the use of Common Areas by others.

10. DESIGNATED UPGRADES. Tenant may make alterations, additions, or improvements to the Premises, including any Tenant Work identified on attached Exhibit D (the "Designated Upgrades"), only with the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed. Landlord shall have thirty (30) days in which to respond to Tenant's request for any Designated Upgrades so long as such request includes the name of Tenant's contractors and reasonably detailed plans and specifications therefor. Tenant shall perform all work at Tenant's expense and in compliance with all applicable laws and shall complete all Designated Upgrades in accordance with plans and specifications approved by Landlord, using contractors approved by Landlord, and in a manner so as not to unreasonably interfere with other tenants. Tenant shall pay, when due, or furnish a bond for payment all claims for labor or materials furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics or materialmen's' liens against the Premises or the Property or any interest therein. Tenant shall remove all Designated Upgrades at the end of the Lease term unless Landlord conditioned its consent to such removal upon Tenant leaving a specified Alteration at the Premises, in which case Tenant shall not remove such Alteration, and it shall become Landlord's property.

Tenant shall immediately repair any damage to the Premises caused by removal of Designated Upgrades. Tenant may recover the reasonable cost of Designated Upgrades remaining on the Premises upon written request of the Landlord, upon termination of the Lease.

The parking lot, sidewalk/ADA, drainage and related safety/access upgrades identified in Exhibit D (collectively, “Designated Upgrades”) or Exhibit E (“Tenant’s Work”) are Tenant-funded. The Parties shall select one of the following options with respect to facilitating the Designated Upgrades (check one box):

 Option 1 – Landlord-Led Procurement. Landlord will procure Designated Upgrades in compliance with applicable public-works requirements. Tenant shall reimburse progress payments within thirty (30) days of invoice. Retainage and close-out will be handled per statute.

 Option 2 – Tenant-Led Procurement. With Landlord’s prior written approval of plans, contractor(s) and insurance, Tenant may procure Designated Upgrades directly, posting payment and performance bonds, naming Landlord as additional insured, complying with all laws and Landlord standards. Landlord’s approval may be reasonably conditioned on schedule, site coordination and safety.

11. REPAIRS AND MAINTENANCE; SURRENDER. Tenant shall, at its sole expense, maintain the entire Premises in good condition and promptly make all repairs and replacements necessary to keep the Premises safe and in good condition, the parties acknowledging that this agreement is a ground lease and as such Landlord has no repair or maintenance obligations of any kind. If Tenant fails to perform Tenant's obligations under this Section, Landlord may at Landlord's option enter upon the Premises after ten (10) days' prior notice to Tenant and put the same in good order, condition and repair and the cost thereof together with interest thereon at the default rate set forth in Section 4 shall be due and payable as additional rent to Landlord together with Tenant's next installment of Base Rent. Upon expiration of the Lease term, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises, together with all keys, to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable wear and tear and insured casualty excepted.

12. ACCESS AND RIGHT OF ENTRY. After twenty-four (24) hours' notice from Landlord (except in cases of emergency, when no notice shall be required), Tenant shall permit Landlord and its agents, employees, and contractors to enter the Premises at all reasonable times to make repairs, inspections, Designated Upgrades or improvements, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of (a) showing the Premises to prospective purchasers or lenders at any time, and to prospective tenants within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term; and (b) posting "for lease" signs within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term.

13. DESTRUCTION OR CONDEMNATION.

a. Damage and Repair. Damage to the Premises or improvements thereon shall not relieve Tenant of the obligation to pay Rent except as provided below. If as a result of fire or other casualty the improvements on the Premises are rendered 50% unoccupiable then Tenant may, within 6 months of the date of fire or casualty, elect to terminate this Lease by sending written notice of such election to Landlord. Tenant shall be obligated to remove improvements as otherwise required under this Lease.

b. Condemnation. If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or 50% or more of the rentable area of the Property are made untenantable by eminent domain, or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the Property taken by the condemning authority. All Rents and other payments shall be paid to that date. If the condemning authority takes a portion of the Premises or of the Building or the Property necessary for Tenant's occupancy that does not render them untenantable, then this Lease shall continue in full force x and effect and the Rent shall be equitably reduced based on the proportion by which the floor area of any structures is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. The Premises or the portion of the Building or the Property necessary for Tenant's occupancy shall not be deemed untenantable if twenty- five percent (25%) or less of each of those areas are condemned. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Building or the Property and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses if Tenant may terminate the Lease under this Section, provided that in no event shall Tenant's claim reduce Landlord's award.

14. INSURANCE.

a. Tenant's Liability Insurance. During the Lease term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name Landlord, its property manager (if any), and other parties designated by Landlord as additional insureds using an endorsement form acceptable to Landlord, and shall insure Tenant's activities and those of Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than $2,000,000, and a deductible of not more than $10,000. Tenant's insurance will be primary and noncontributory with any liability insurance carried by Landlord. Landlord may also require Tenant to obtain and maintain business income coverage for at least six (6) months, business auto liability coverage, and, if applicable to Tenant's Permitted Use, liquor liability insurance and/or warehouseman's

coverage. If the Term of this Lease is extended, at each extension the amount and type of coverage required herein shall be updated to then current industry standard coverages.

b. Tenant's Property Insurance. During the Lease term, Tenant shall pay for and maintain special form clauses of loss coverage property insurance (with coverage for earthquake if required by Landlord's lender and, if the Premises are situated in a flood plain, flood damage) for all of Tenant's personal property, fixtures, and equipment in the amount of their full replacement value, with a deductible of not more than $10,000.

c. Miscellaneous. Tenant's insurance required under this Section shall be with companies rated A-VII or better in Best's Insurance Guide, and which are admitted in the State in which the Premises are located. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after thirty (30) days prior written notice to Landlord. Tenant shall deliver to Landlord upon commencement of the Lease and from time to time thereafter, copies of the insurance policies or evidence of insurance and copies of endorsements required by this Section. In no event shall the limits of such policies be considered as limiting the liability of Tenant under this Lease. If Tenant fails to acquire or maintain any insurance or provide any policy or evidence of insurance required by this Section, and such failure continues for three (3) days after notice from Landlord, Landlord may, but shall not be required to, obtain such insurance for Landlord's benefit and Tenant shall reimburse Landlord for the costs of such insurance upon demand. Such amounts shall be Additional Rent payable by Tenant hereunder and in the event of non-payment thereof, Landlord shall have the same rights and remedies with respect to such non-payment as it has with respect to any other non-payment of Rent hereunder.

d. Landlord's Insurance. Landlord shall not be required to carry any insurance under this Lease.

e. Waiver of Subrogation. Landlord and Tenant hereby release each other and any other tenant, their agents, or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by property insurance required to be carried or otherwise carried by each of them. Each party shall provide notice to the property insurance carrier or carriers of this mutual waiver of subrogation and shall cause its respective property insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such property policies or to the extent of liabilities exceeding the limits of such policies.

15. INDEMNIFICATION.

a. Indemnification by Tenant. Tenant shall defend, indemnify, and hold Landlord and its property manager (if any) harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Tenant or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the

Premises, or arising from any breach of this Lease by Tenant. Tenant shall use legal counsel reasonably acceptable to Landlord in defense of any action within Tenant's defense obligation.

b. Indemnification by Landlord. Landlord shall defend, indemnify and hold Tenant harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Landlord or Landlord's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises, or arising from any breach of this Lease by Landlord. Landlord shall use legal counsel reasonably acceptable to Tenant in defense of any action within Landlord's defense obligation. Neither party shall be deemed to be an agent of the other during the performance of this lease.

c. Waiver of Immunity. Landlord and Tenant each specifically and expressly waive any immunity that each may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Neither party's indemnity obligations under this Lease shall be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts.

d. Exemption of Landlord from Liability. Except to the extent of claims arising out of Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for injury to Tenant's business or assets or any loss of income therefrom or for damage to any property of Tenant or of its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, or any other person in or about the Premises.

e. Survival. The provisions of this Section 15 shall survive expiration or termination of this Lease.

16. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Landlord's written consent, which consent may be withheld in Landlord’s sole discretion. No Transfer shall relieve Tenant of any liability under this Lease notwithstanding Landlord's consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Landlord's consent to any subsequent Transfer. A “Transfer” shall not include a merger or consolidation by Tenant with another public agency. As a condition to Landlord's approval, if given, any potential assignee or sublessee otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant and any guarantor, if required, for the payment of Rent and performance of all terms of this Lease. In connection with any Transfer, Tenant shall provide Landlord with copies of all assignments, subleases and assumption agreement or documents.

18. LIENS. Tenant shall not subject the Landlord's assets to any liens or claims of lien. Tenant shall keep the Premises free from any liens created by or through Tenant shall indemnify and hold Landlord harmless from liability for any such liens including, without limitation, liens arising from any Designated Upgrades. If a lien is filed against the Premises by any person claiming by, through

or under Tenant, Tenant shall, within ten (10) days after Landlord's demand, at Tenant's expense, either remove the lien or furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises against all liabilities, costs, and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien.

19. DEFAULT. The following occurrences shall each constitute a default by Tenant (an "Event of Default"):

a. Failure to Pay. Failure by Tenant to pay any sum, including Rent, due under this Lease following five (5) days' notice from Landlord of the failure to pay.

b. Vacation/Abandonment. Vacation by Tenant of the Premises (defined as an absence for at least sixty (60) consecutive days without prior notice to Landlord), or abandonment by Tenant of the Premises (defined as an absence of ninety (90) days or more while Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.

c. Insolvency. Tenant's insolvency or bankruptcy (whether voluntary or involuntary); or appointment of a receiver, assignee or other liquidating officer for Tenant's business; provided, however, that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within sixty (60) days after its institution or commencement.

d. Levy or Execution. The taking of Tenant's interest in this Lease or the Premises, or any part thereof, by execution or other process of law directed against Tenant, or attachment of Tenant's interest in this Lease by any creditor of Tenant, if such attachment is not discharged within fifteen (15) days after being levied.

e. Other Non-Monetary Defaults. The breach by Tenant of any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, which breach continues for a period of thirty (30) days after notice by Landlord to Tenant of the breach.

f. Failure to Take Possession. Failure by Tenant to take possession of the Premises on the Commencement Date or failure by Tenant to commence any Tenant Improvement in a timely fashion. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord. If Landlord fails to cure any such default within the allotted time, Tenant's sole remedy shall be to seek actual money damages (but not consequential or punitive damages) for loss arising from Landlord's failure to discharge its obligations under this Lease. Nothing herein contained shall relieve Landlord from its duty to perform of any of its obligations to the standard prescribed in this Lease. Any notice periods granted herein shall be deemed to run concurrently with and not in addition to any default notice periods required by law.

20. REMEDIES. Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

a. Termination of Lease. Landlord may terminate Tenant's interest under the Lease, as in the case in section 3.c, but no act by Landlord other than notice of termination from Landlord to Tenant shall terminate this Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's Reletting Expenses (as defined below). Landlord shall be entitled to either collect damages from Tenant monthly on the days on which rent or other amounts would have been payable under the Lease, or alternatively, Landlord may accelerate Tenant's obligations under the Lease and recover from Tenant: (i) unpaid rent which had been earned at the time of termination; (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid rent for the balance of the term of the Lease after the time of award exceeds the amount of rent loss that Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1 %); and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses described below.

b. Re-Entry and Reletting. Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either, acknowledging a duty to mitigate damages pertaining to said expulsion or removal. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord all Reletting Expenses (defined below); second, to pay any indebtedness of Tenant to Landlord other than rent; third, to the rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay

Landlord the Rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises and after deducting Landlord's Reletting Expenses. "Reletting Expenses" is defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs for securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

c. Waiver of Redemption Rights. Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Lease term, or any extension thereof.

d. Nonpayment of Additional Rent. All costs which Tenant is obligated to pay to Landlord pursuant to this Lease shall in the event of nonpayment be treated as if they were payments of Rent, and Landlord shall have the same rights it has with respect to nonpayment of Rent.

e. Failure to Remove Property. If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. If Tenant does not pay the storage cost within five (5) days of Landlord's request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this Section shall limit Landlord's right to sell Tenant's personal property as permitted by law or to foreclose Landlord's lien for unpaid rent.

21. NON-WAIVER. Landlord's waiver of any breach of any provision contained in this Lease shall not be deemed to be a waiver of the same provision for subsequent acts of Tenant. The acceptance by Landlord of Rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any previous breach by Tenant.

22. HOLDOVER. If Tenant shall, without the written consent of Landlord, remain in possession of the Premises and fail to return them to Landlord after the expiration or termination of this Lease, the tenancy shall be a holdover tenancy and shall be on a month-to-month basis, which may be terminated according to Washington law. During such tenancy, Tenant agrees to pay to Landlord 150% of the rate of rental last payable under this Lease, unless a different rate is agreed upon by Landlord. All other terms of the Lease shall remain in effect. Tenant acknowledges and agrees that this Section does not grant any right to Tenant to holdover, and that Tenant may also be liable to

Landlord for any and all damages or expenses which Landlord may have to incur as a result of Tenant's holdover. The aforementioned increase in the rental rate shall not commence until 30 days after Tenant holds over.

23. NOTICES. All notices under this Lease shall be in writing and effective (i) when delivered in person or via overnight courier to the other party, (ii) three (3) days after being sent by registered or certified mail to the other party at the address set forth in Section 1; or (iii) upon confirmed transmission by facsimile or email to the other party at the facsimile numbers set forth in Section 1. The addresses for notices and payment of rent set forth in Section 1 may be modified by either party only by written notice delivered in conformance with this Section.

24. COSTS AND ATTORNEYS' FEES. If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments, or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding.

25. TRANSFER OF LANDLORD'S INTEREST. This Lease shall not be assignable by Landlord without the consent of Tenant, which shall not be unreasonably condition or delayed. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for collateral purposes only, upon the assumption of this Lease by the transferee, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, including any liability for any retained security deposit or prepaid rent, for which the transferee shall be liable, and Tenant shall attorn to the transferee, although the transferee must expressly assuming all obligations of this Lease prior to such assignment.

26. LANDLORD'S LIABILITY. Anything in this Lease to the contrary notwithstanding, covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings, and agreements for the purpose of binding Landlord personally or the assets of Landlord but are made and intended for the purpose of binding only the Landlord's interest in the Premises, as the same may from time to time be encumbered. In no event shall Landlord or its partners, shareholders, or members, as the case may be, ever be personally liable hereunder.

27. RIGHT TO PERFORM. If Tenant shall fail to timely pay any sum or perform any other act on its part to be performed hereunder, Landlord may make any such payment or perform any such other act on Tenant's behalf. Tenant shall, within ten (10) days of demand, reimburse Landlord for its expenses incurred in making such payment or performance. Landlord shall (in addition to any other right or remedy of Landlord provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Tenant in the payment of Rent.

28. HAZARDOUS MATERIALS. As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic, or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment. Landlord represents and warrants to Tenant that, to Landlord's knowledge without duty of investigation, there is no Hazardous Material on, in, or under the Premises as of the Commencement Date except as may otherwise have been disclosed to Tenant in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Premises as of the Commencement Date which has been or thereafter becomes unlawfully released through no fault of Tenant, then Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Lease term as the result of such contamination. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except with Landlord's prior consent and then only upon strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Premises or the Property; damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises or the Property, or elsewhere; damages arising from any adverse impact on marketing of space at the Premises or the Property; and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Landlord either during or after the Lease term. These indemnifications by Landlord and Tenant include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. Tenant shall immediately notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises. Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any unlawful release of any Hazardous Materials on the Premises or the Property, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises or the Property to the condition existing prior to the release of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval may be withheld at Landlord's sole discretion. The provisions of

this Section 32 shall survive expiration or termination of this Lease. Tenant shall not be liable for Hazardous Materials determined to exist on the Premises prior to Tenant's use of the Premises.

29. QUIET ENJOYMENT. So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord subject to the terms of this Lease.

30. MERGER. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

31. GENERAL.

a. Heirs and Assigns. This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, and assigns.

b. Brokers' Fees. Tenant represents and warrants to Landlord that it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord represents and warrants to Tenant that except for Landlord's Broker, if any, described and disclosed in Section 37 of this Lease, it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Tenant against any loss, cost, liability or expense incurred by Tenant as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.

c. Entire Agreement. This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified, or amended except in writing, signed by Landlord and Tenant.

d. Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

e. Force Majeure. Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

f. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Washington.

g. Memorandum of Lease. Neither this Lease nor any memorandum or "short form" thereof shall be recorded without Landlord's prior consent.

h. Submission of Lease Form Not an Offer. One party's submission of this Lease to the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon Landlord and Tenant until it has been fully signed by both of them.

i. No Light, Air or View Easement. Tenant has not been granted an easement or other right for light, air or view to or from the Premises. Any diminution or shutting off of light, air or view by any structure which may be erected on or adjacent to the Building shall in no way effect this Lease or the obligations of Tenant hereunder or impose any liability on Landlord.

j. Authority of Parties. Each party signing this Lease represents and warrants to the other that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery, this Lease shall be binding upon and enforceable against the party on signing.

k. Time. "Day" as used herein means a calendar day and "business day" means any day on which commercial banks are generally open for business in the state where the Premises are situated. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day. Time is of the essence of this Lease.

l. Conflicts. In the event of any conflict between the interlocal agreement executed and this Lease, the terms of this Lease shall control.

32. AGENCY DISCLOSURE. At the signing of this Lease, neither party is represented by a broker. Any agreement with any broker shall be set forth in a separate writing, pursuant to RCW 18.86.080 or any recodification thereof. This Lease shall not be construed to provide for compensation to any broker.

33. WARRANTIES. LANDLORD HAS MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PREMISES; THE MEANING OF THE TERMS AND CONDITIONS OF THIS LEASE; LANDLORD'S OR TENANT'S FINANCIAL STANDING; ZONING OR COMPLIANCE OF THE PREMISES WITH APPLICABLE LAWS; SERVICE OR CAPACITY OF UTILITIES; OPERATING COSTS; OR HAZARDOUS MATERIALS, ALTHOUGH LANDLORD MUST REPORT TO TENANT OF ALL KNOWN OR REASONABLY DISCOVERABLE DEFECTS OF THE PREMISES. LANDLORD AND TENANT ARE EACH ADVISED TO SEEK INDEPENDENT LEGAL ADVICE ON THESE AND OTHER MATTERS ARISING UNDER THIS LEASE.

IN WITNESS WHEREOF this Lease has been executed the date and year first above written.

31. EXHIBITS. The following exhibits are incorporated into this Lease as if fully set forth herein:

Exhibit A: Floor Plan Outline of the Premises

Exhibit B: Legal Description/Depiction of the Property and Site Areas

Exhibit C: Operating Cost Allocation/Percentages and Utility Metering

Exhibit D: Designated Upgrades (Scope/Schedule)

Exhibit E: Tenant's Work (Build-Out Scope)

Exhibit F: SREC Services

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

LANDLORD: SPOKANE COUNTY FIRE PROTECTION DISTRICT NO. 9

By: _____

Title: _____

Approved as to Form: _____ (Landlord's Attorney)

TENANT: SPOKANE REGIONAL EMERGENCY COMMUNICATIONS

By: _____

Title: _____

Approved as to Form: _____ (Tenant's Attorney)

Exhibit A: Floor Plan Outline of the Premises

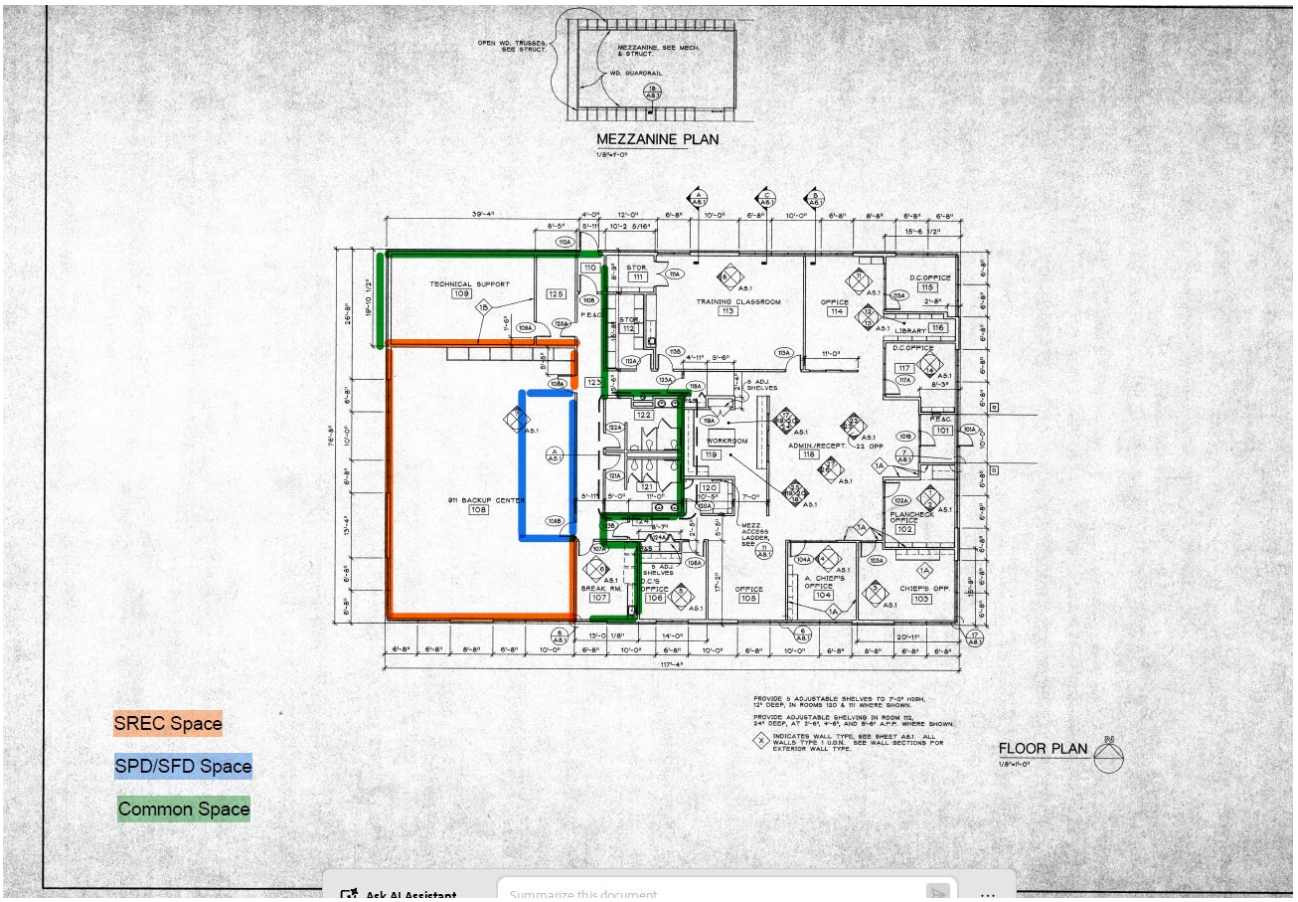


Exhibit B: Legal Description/Depiction of the Property and Site Areas

3801 East Farwell, Mead Washington 99021

Spokane County Fire Protection District Administrative Offices

Exhibit C: Operating Cost Allocation/Percentages and Utility Metering

Exhibit D: Designated Upgrades (Scope/Schedule)

1. Parking Lot Upgrades (to be completed 10/1/25)
2. Walkway Upgrades (to be completed 10/1/25)
3. Building Security Upgrades (to be completed 10/1/25)

Exhibit E: Tenant’s Work (Build-Out Scope)

Exhibit F: SREC Services

ARROW
CONCRETE & ASPHALT SPECIALTIES

9915 E Trent Ave
Spokane Valley, WA 99206
Ph. (509) 922-1206
Fax (509) 922-9879

Contractor License Numbers
WA: ARROWCA771CN
ID: PCW-C-11931-C-4

To:	Spokane Regional Emergency Communications	**Contact:**	Lori Markham
Address:	1620 N Rebecca Street Spokane, WA 99217	**Phone:** **Fax:**	509-435-7083
Project Name:	SREC Gravel Parking Lot	**Bid Number:**	25-1169
Project Location:	3801 E Farwell Rd, Mead, WA	**Bid Date:**	8/15/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.0	Excavation - Includes Excavate 9" Of Native Material From Propose Parking Lot Site And Spread On Property Per Chief Doug Strong's Instructions.	10,660.00	SF	$1.13	$12,045.80
2.0	Grading - Includes Compact Subgrade, Install BX1200 Geo Textile Grid For Ground Stabilization, Place 6" Of 1.25" Crushed Rock, Grade For Sheet Drainage And Compact. Place 3" Of 5/8" Crushed Rock, Grade, And Compact.	10,660.00	SF	$3.52	$37,523.20
3.0	Walking Path - Includes Excavation Of Grass And Native Soil And Dispose Onsite. Remove Decretive Rock And Place As Instructed For Future Use. Install Weed Fabric Along Area Excavated. Then Place And Compact 6" Of 5/8" Crushed Rock. Area Is 6 X 65.	390.00	SF	$7.69	$2,999.10

Bid Price Subtotal:	**$52,568.10**
Sales Tax 8.90%:	**$4,678.56**
Total Bid Price:	**$57,246.66**

Notes:

- Excludes locates, traffic control, compaction testing, material testing, staking, and surveying.
- Pricing subject to review thirty (30) days after bid date.
- Any applicable sales tax will be charged at the time of invoicing. A current reseller permit is required to be on file with Arrow Concrete & Asphalt Specialties, LLC if non-taxable. Expired or unavailable reseller permits will result in applicable sales tax being applied to your final invoice.
- One (1) mobilization will be included for each portion of work proposed above, unless otherwise noted. Additional mobilizations will be charged $500.00 for Sealcoat Crew and $2,500.00 for Paving/Chip Crews in the even the customer schedules work and the jobsite(s) are unavailable for scheduled services to be performed by the crew members. Site must be cleared of any objects that would impede completion of the scheduled works (i.e., cars, dumpsters, etc.).
- If unsuitable materials are discovered during paving or excavation (utilities, soft soils, debris, waste, pumping subgrade, etc.), additional charges may apply. A signed change order will be required before crews will move forward with the repair.
- **Includes Washington State Prevailing Wages, Intent, and Affidavit Filing Fees**

Payment Terms:

Payment in full required within 30 days of receipt of invoice.

All invoices will be sent from ap@arrowconstructionsupply.com - please add this address to your safe senders list to ensure proper delivery.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Arrow** **Authorized Signature:** _____ **Estimator:** Jeff Hohenthal (509) 934-1603 jeffh@asphaltsupply.net

Proposal #: 48525-1-0
Proposal Date: September 10, 2025

CAMTEK
Inc.

Integrated Security Systems

**High-technology
security products for
commercial, technological,
industrial, educational and government facilities.**

Spokane County Fire District 9 Admin Building West Hall Doors Access Control Quote

Prepared For:
Spokane County Fire District 9

3801 E Farwell Rd
Mead, WA 99021

Prepared By:
Dustin Lind
3815 E. Everett Ave.
Spokane, WA 99217
Office: 509 443-2609
Cell: 509 954-1694

Scope Of Work:

Quote to provide and install access control components on both hall doors leading to the West corridor .

Galaxy Control Systems warrants that any product manufactured by Galaxy Control Systems shall be free of defects in material and workmanship, and perform as intended, under any condition, for a period of two years from the date of purchase. Covered conditions include but are not limited to acts of God such as lightning strikes, fires, floods, or human negligence.

Camtek, Inc warrants installation of equipment, and all associated equipment for a period of one year from the date of installation.

All material, information and supplied system drawings and designs furnished with this proposal are strictly confidential in nature and are intended solely for the above-mentioned client in evaluating Camtek, Inc. as a potential vendor. No portion of the supplied material may be reproduced or distributed in any way without the expressed written permission of Camtek, Inc.

Bill Of Materials:

Estimate

QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
2	Farpointe	Delta3 Sector	Contactless Smart Card Reader Mullion Mount	$191.67	$383.34
1	Galaxy Controls	20-0235-10	Galaxy 600/635 Dual Reader Module (DRM)	$658.33	$658.33
2	HES	5200C-12/24-630 Electric	5200C-12/24-630 Electric Strike	$248.17	$496.34
2	Kantech	T.REX-LT	Request-to-Exit Motion Tamper/Timer	$141.10	$282.20
2	Nascom	N1178B/ST	1" Stubby Recessed Steel Door Wide Gap - Brown	$8.50	$17.00
0	Windy City	4461030	4 Elem Composite Cable CMP Yellow Jkt	$1,583.33	$395.83

Supplies & Materials for: Estimate

QTY	Description	Ext. Price
1.0	Permit-L&I WA	$64.90
1.0	Intent & Affidavit	$80.00

Equipment Subtotal:	$2,233.04
Labor Subtotal:	$2,100.00
Supplies & Materials SubTotal:	$144.90
Estimate SubTotal:	**$4,477.94**

System Investment:

Total Equipment:	**$2,233.04**
Total Labor:	**$2,100.00**
Total Supplies & Materials:	**$144.90**
Total Proposal Amount:	**$4,477.94**

Note: The above price does not include sales tax.

All material, information and supplied system drawings and designs furnished with this proposal are strictly confidential in nature and are intended solely for the above-mentioned client in evaluating Camtek, Inc. as a potential vendor. No portion of the supplied material may be reproduced or distributed in any way without the expressed written permission of Camtek, Inc.

CAMTEK Inc.
Integrated Security Systems

Proposal #: 48525-1-0
Proposal Date: September 10, 2025

Billing Address:

3801 E Farwell Rd
Mead, WA 99021
Billing Email: _____

Site Address:

3801 E Farwell Rd
Mead, WA 99021

Customer Acceptance:

_____
Signature

Spokane County Fire District 9
Title

_____
Date

Camtek, Inc.:

_____
Signature

Camtek, Inc.
Print

_____
Date

Proposal pricing is valid for 60 days from the date of the proposal.

Board Operations Report

October 9, 2025

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS

911 & Crime Check Calls

16.89% of Crime Check calls became reports

Phone	911	Crime Check	Total
Year to Date	215,390	198,533	413,923
Prior YTD	222,401	194,203	416,604
+/-	-7,011	4,330	-2,681
% Difference	-3.15%	2.23%	-0.64%
Avg Wait Time YTD (in seconds)	11	21	

Dispatch Statistics

Law Dispatch is measured in "assists". Numbers reflect each call a dispatcher works for patrol. Fire Dispatch is measured in actual dispatches to the field.

Dispatch	Law	Fire
Year to Date	162,895	80,168
Prior YTD	154,575	78,351
+/-	8,320	1,817
% Difference	5.38%	2.32%

Crime Check Reports

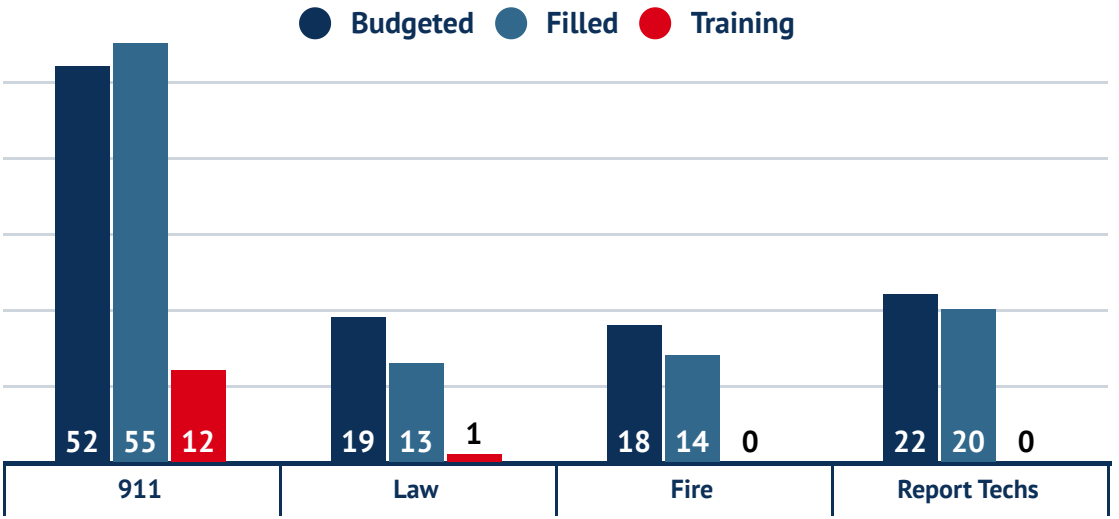
Crime Check	Phone	Online	Total
Year to Date	33,524	3,901	37,425
Prior YTD	34,992	5,345	40,337
+/-	-1,468	-1,444	-2,912
% Difference	-4.20%	-27.02%	-7.22%

EMD Statistics

Time shown is in seconds. Time to queue is the recognition of medics call type code to completion of key questions. Hands on Chest time is represented from call received to start of instructions for bystander compressions. IAED standard is 120 seconds or less.

EMD	Hands on Chest	Time to Queue (Echo)
Last Month Average	53	26
YTD Average	60	29.3
Prior YTD Average	54.7	26.3
% Difference	9.76%	11.39%
Goal	120	60

Staffing Vacancies



8% total vacancies as of October 6, 2025

Next Academy starts on October 20, 2025