



**COMMISSIONER
BOARD MEETING**

January 27, 2022

5:30 PM

SRFR Station 31 Training Room

VIA BLUEJEANS

**Snohomish Regional Fire & Rescue
WASHINGTON**

AGENDA



**BOARD OF FIRE COMMISSIONERS MEETING AGENDA
SNOHOMISH REGIONAL FIRE & RESCUE**

SRFR Station 31 Training Room/ Via Blue Jeans
163 Village Court, Monroe, WA 98272
January 27, 2022 1730 hours

CALL TO ORDER

PUBLIC COMMENT

UNION COMMENT

CHIEF’S REPORT

CONSENT AGENDA

Approve Vouchers

Quarterly L&I Benefits Vouchers: 22-00006 to 22-00007; (\$287,942.43)
AP Vouchers: 22-00008 to 22-00126; (\$897,841.58)

Approval of Payroll

January 15, 2022 (\$1,304,672.95)

Approval of Minutes

Approve Regular Board Meeting Minutes –January 13, 2022

OLD BUSINESS

Discussion

Action

Wave Fiber-Optic Agreement
Chief’s Performance Review and Contract
Supervising Physician 2022

NEW BUSINESS

Discussion

Action

Employee Leave of Absence Requests
Deputy Chief Contract



COMMISSIONER COMMITTEE REPORTS

- Joint Fire Board with Mill Creek (**Fay**/Elmore/Waugh)
- Finance Committee (**Elmore**/Waugh)
- Policy Committee (Elmore/Edwards/Schaub)
- Contracts Committee (**Waugh**/Elmore/Fay)
- Shop Committee (Edwards / Gagnon)
- Strategic Plan Committee (**Schaub**/Fay/Steinruck)
- Capital Facilities Committee /Gagnon/Schaub)

Committee	Chair	Last Mtg	Next
Finance	Elmore	12/15/21	1/27/22
Contracts	Waugh	1/11/22	TBD
Sno Cnty 911	Waugh	1/20/22	2/17/22
Sno-Isle Commr.	Fay	1/6/22	2/3/22

OTHER MEETINGS ATTENDED

- Snohomish County 911 (Waugh)
- Leadership Meeting (Fay/Schaub)
- Sno-Isle Commissioner Meeting (Fay)

GOOD OF THE ORDER

ATTENDANCE CHECK

Regular Commissioner Meeting February 10, 2022 at 1730 - Station 31 Training Room/BlueJeans.

EXECUTIVE SESSION

RCW 42.30.140(4)(a): Labor Negotiations.

ADJOURNMENT

FIRE CHIEF REPORT

CONSENT AGENDA

Snohomish County Fire District #7 Claims Voucher Fund Summary

12/31/2021

Page 1 of 1

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
Fund: General Fund #001			
22-00006	DEPARTMENT OF LABOR AND INDUSTRIES		275,356.81
22-00007	DEPARTMENT OF LABOR AND INDUSTRIES		7,881.56
Fund: General Fund #001 Total			283,238.37
Fund: Shop #500			
22-00006	DEPARTMENT OF LABOR AND INDUSTRIES		4,704.06
Fund: Shop #500 Total			4,704.06

Fund Summary

General Fund #001	283,238.37
Shop #500	4,704.06
	287,942.43



Snohomish Regional Fire & Rescue, WA

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Docket of Claims Register

APPKT00897 - 01/27/2022 Board Meeting - KP

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount	Distribution Amount
0025	ALDERWOOD WATER DISTRICT	ST73-NOV21/JAN22	Water - ST 73	Invoice	01/16/2022	Water - ST 73	001-507-522-50-47-02	82.88	82.88
0025	ALDERWOOD WATER DISTRICT	ST73FM-NOV21/JAN22	Water (Fire Meter) - ST 73	Invoice	01/16/2022	Water (Fire Meter) - ST 73	001-507-522-50-47-02	15.51	15.51
0028	ALL BATTERY SALES AND SERVICE	300-10095679	Shop Supplies	Invoice	01/10/2022	Shop Supplies	050-511-522-60-31-05	655.30	304.95
		999701951	Shop Parts	Invoice	01/03/2022	Shop Parts	050-511-522-60-34-01	350.35	350.35
1503	ALLSTREAM BUSINESS US, INC	17985275	Phone/Fax/Alarm Services - ST 31	Invoice	01/01/2022	Phone/Fax/Alarm Services - ST 31	001-513-522-50-42-01	223.11	223.11
1503	ALLSTREAM BUSINESS US, INC	17993886	Phone/Fax/Alarm Services - ST 32	Invoice	01/03/2022	Phone/Fax/Alarm Services - ST 32	001-513-522-50-42-01	112.63	112.63
1503	ALLSTREAM BUSINESS US, INC	17982148	Phone/Fax/Alarm Services - ST 71, 74,	Invoice	01/01/2022	Phone/Fax/Alarm Services - ST 71, 74,	001-513-522-50-42-01	322.59	322.59
2106	AMAZON CAPITAL SERVICES, INC	163T-R6GV-G7W3	Forklift Hitch Receiver (2")	Credit Memo	01/08/2022	Forklift Hitch Receiver (2")	001-507-522-50-35-00	1,595.95	-75.45
		19GJ-MTP9-7FFP	Wire Brush Set (x2)	Credit Memo	01/07/2022	Wire Brush Set (x2)	001-507-522-50-35-00		-24.76
		1C4T-W7PH-J9H4	Metal Platform Bed Frame (Twin XL) (x	Invoice	01/12/2022	Metal Platform Bed Frame (Twin XL) (x	001-507-522-50-35-00		762.95
		1CYT-GFY9-H96J	Dryer Vent Vertical/Roof Termination C	Invoice	01/07/2022	Dryer Vent Vertical/Roof Termination C	001-507-522-50-48-00		40.78
		1FTL-YXKR-1VW9	Paper Towel Holder - ST 73	Invoice	01/11/2022	Paper Towel Holder - ST 73	001-507-522-50-35-00		17.24
		1GLQ-7QTT-Y7FL	2022 Wall Calendar (Medium Format)	Invoice	01/07/2022	2022 Wall Calendar (Medium Format)	001-507-522-50-31-00		27.98
		1KXV-VM49-X46X	Retractable Gear Tether (Flashlights/SEE	Credit Memo	01/16/2022	Retractable Gear Tether (Flashlights/SEE	001-504-522-20-31-10		-94.84
		1PYQ-H3HV-WHW6	Mini Desktop/Workstation PC	Invoice	01/18/2022	Mini Desktop/Workstation PC	001-513-522-10-35-00		147.72
		1Q6N-DKTX-TCDF	Metal Storage Cabinet w/ Adjustable S	Invoice	01/11/2022	Metal Storage Cabinet w/ Adjustable S	001-507-522-50-35-00		355.71
		1R1Y-13JY-GFXH	Clay Bar-Infused Mitts/Car Detail Glove	Invoice	01/08/2022	Clay Bar-Infused Mitts/Car Detail Glove	001-509-522-20-48-01		30.37
							001-513-522-20-48-01		30.38
		1RFP-T6GH-J9JY	Metal Polish, Buffing/Polishing Pads, Mi	Invoice	01/08/2022	Metal Polish, Buffing/Polishing Pads, Mi	001-509-522-20-48-01		112.06
							001-513-522-20-48-01		112.06
		1TNV-93V7-QLCC	Magnetic USB C Adapter (EPCR Power	Invoice	01/17/2022	Magnetic USB C Adapter (EPCR Power	001-513-522-10-35-00		57.89
		1TXQ-KQCV-61VM	Shower Curtain Tension Rod, Rings/Ho	Invoice	01/18/2022	Shower Curtain Tension Rod, Rings/Ho	001-507-522-50-35-00		74.31
		1YM3-LQ3V-9L9P	Non-Slip Shower Mat	Invoice	01/12/2022	Non-Slip Shower Mat	001-507-522-50-31-00		21.55
0034	AMERIZORB RECOVERY	13405	Throw & Go Professional Absorbent (x	Invoice	01/18/2022	Throw & Go Professional Absorbent (x	001-504-522-20-31-01	4,225.22	4,225.22

Docket of Claims Register

APPKT00897 - 01/27/2022 Board Meeting - KP

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
Vendor #	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount
0036	ANDGAR MECHANICAL LLC	22-00016					2,018.65
	I059035-1	HVAC Service Call (New Condensate Pu	Invoice	12/02/2021	HVAC Service Call (New Condensate Pu	001-507-522-50-48-00	1,313.00
	I059793-1	HVAC Servc Call (Leak/Mildew/Mold In	Invoice	01/03/2022	HVAC Servc Call (Leak/Mildew/Mold In	001-507-522-50-48-00	142.09
	I059842-1	HVAC Service Call (Pilot Assembly Clea	Invoice	01/04/2022	HVAC Service Call (Pilot Assembly Clea	001-507-522-50-48-00	204.43
	I059927-1	HVAC Service Call (New Flex Hose Conr	Invoice	01/06/2022	HVAC Service Call (New Flex Hose Conr	001-507-522-50-48-00	359.13
0040	ARAMARK UNIFORM SERVICES	22-00017					283.57
	656000171751	Shop Supplies/Uniform Rental/Laundr	Invoice	01/06/2022	Shop Supplies/Uniform Rental/Laundr	050-511-522-60-41-04	79.14
	656000171755	Shop Towels, Floor Mat & Mop Supply	Invoice	01/06/2022	Shop Towels, Floor Mat & Mop Supply	001-507-522-50-41-00	16.39
	656000175161	Shop Supplies/Uniform Rental/Laundr	Invoice	01/13/2022	Shop Supplies/Uniform Rental/Laundr	050-511-522-60-41-04	75.93
	656000178759	Shop Supplies/Uniform Rental/Laundr	Invoice	01/20/2022	Shop Supplies/Uniform Rental/Laundr	050-511-522-60-41-04	80.21
	656000178760	Shop Towels, Floor Mat & Mop Supply	Invoice	01/20/2022	Shop Towels, Floor Mat & Mop Supply	001-507-522-50-41-00	31.90
1971	B&H FIRE AND SECURITY	22-00018					1,846.26
	3967	Fire Alarm Monitoring (Jan/Feb/March	Invoice	12/20/2021	Fire Alarm Monitoring (Jan/Feb/March	001-507-522-50-41-00	91.73
	3968	Fire Alarm Monitoring (Jan/Feb/March	Invoice	12/20/2021	Fire Alarm Monitoring (Jan/Feb/March	001-507-522-50-41-00	91.73
	3971	2022 Annual Security Alarm Monitorin	Invoice	12/20/2021	2022 Annual Security Alarm Monitorin	001-507-522-50-41-00	326.70
	3980	Fire Alarm Monitoring (Jan/Feb/March	Invoice	12/20/2021	Fire Alarm Monitoring (Jan/Feb/March	001-507-522-50-41-00	90.55
	3986	Annual Fire Alarm Monitoring Fee (202	Invoice	12/20/2021	Annual Fire Alarm Monitoring Fee (202	001-507-522-50-41-00	365.90
	3989	2022 Annual Fire Alarm Monitoring Fe	Invoice	12/20/2021	2022 Annual Fire Alarm Monitoring Fe	001-507-522-50-41-00	54.33
						300-507-522-50-41-00	307.88
	3998	Annual Fire Alarm Monitoring Fee (202	Invoice	12/20/2021	Annual Fire Alarm Monitoring Fee (202	001-507-522-50-41-00	517.44
1524	BADGLEY'S LANDSCAPE LLC	22-00019					8,734.87
	89469	Landscaping Maintenance - ST 33, 71,	Invoice	01/01/2022	Landscaping Maintenance - ST 33, 71,	001-507-522-50-41-00	3,590.64
	89470	Landscaping Maintenance - ST 77	Invoice	01/01/2022	Landscaping Maintenance - ST 77	001-507-522-50-41-00	456.78
	89471	Landscaping Maintenance - ST 76	Invoice	01/01/2022	Landscaping Maintenance - ST 76	001-507-522-50-41-00	782.70
	89472	Landscaping Maintenance - Admin Bld	Invoice	01/01/2022	Landscaping Maintenance - Admin Bld	001-507-522-50-41-00	2,267.52
						300-507-522-50-41-00	658.07
	89473	Landscaping Maintenance - ST 72	Invoice	01/01/2022	Landscaping Maintenance - ST 72	001-507-522-50-41-00	979.16
2152	BK INDUSTRIES & SOLUTIONS INC	22-00020					2,879.08
	1118	Janitorial Monthly Services - DSHS,Adn	Invoice	01/01/2022	Janitorial Monthly Services - DSHS,Adr	001-507-522-50-41-00	889.35
						300-507-522-50-41-00	1,989.73
1913	CANON FINANCIAL SERVICES INC	22-00021					588.71
	27925838	Copier Machine Lease - Sonya	Invoice	01/12/2022	Copier Machine Lease - Sonya	001-512-522-10-45-00	36.78
	27925840	Copier Machine Lease - ST 83	Invoice	01/12/2022	Copier Machine Lease - ST 83	001-512-522-10-45-00	36.18
	27957042	Copier Machine Lease - ST 82 Admin	Invoice	01/13/2022	Copier Machine Lease - ST 82 Admin	001-512-522-10-45-00	218.47
	27957053	Copier Machine Lease - ST 82	Invoice	01/13/2022	Copier Machine Lease - ST 82	001-512-522-10-45-00	36.58
	27957064	Copier Machine Lease - ST 81	Invoice	01/13/2022	Copier Machine Lease - ST 81	001-512-522-10-45-00	36.58
	27970575	Copier Machine Lease - Admin POD	Invoice	01/13/2022	Copier Machine Lease - Admin POD	001-512-522-10-45-00	224.12

Docket of Claims Register

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
0094	CDW GOVERNMENT LLC	22-00022					2,622.17
	P824330	Network Attached Storage (NAS) Serve	Invoice	12/15/2021	Network Attached Storage (NAS) Serve	001-513-522-10-35-00	2,087.03
	Q716971	Ruckus Access Point (WAP) Device (x7)	Invoice	01/12/2022	Ruckus Access Point (WAP) Device (x7)	001-513-522-10-35-00	535.14
	R064196	Microsoft Surface Book 3 (13.5")	Invoice	01/19/2022	Microsoft Surface Book 3 (13.5")	001-513-522-10-35-00	2,111.67
	R114708	Microsoft Surface Book 3 (13.5")	Credit Memo	01/20/2022	Microsoft Surface Book 3 (13.5")	001-513-522-10-35-00	-2,111.67
0096	CENTRAL WELDING SUPPLY	22-00023					494.89
	SP 878547	Oxygen Cylinder Exchange/Re-Fill (x9)	Invoice	01/13/2022	Oxygen Cylinder Exchange/Re-Fill (x9)	001-509-522-20-45-00	97.27
	SP 878584	Oxygen Cylinder Exchange/Re-Fill (x7)	Invoice	01/20/2022	Oxygen Cylinder Exchange/Re-Fill (x7)	001-509-522-20-45-00	142.30
	WV 200878	Shop Small Tools & Equipment	Invoice	01/14/2022	Shop Small Tools & Equipment	050-511-522-60-35-00	255.32
0099	CHAMPION BOLT & SUPPLY INC	22-00024					365.57
	741415	Shop Supplies	Invoice	01/07/2022	Shop Supplies	050-511-522-60-31-05	242.69
	741425	Shop Supplies	Invoice	01/07/2022	Shop Supplies	050-511-522-60-31-05	122.88
0103	CHMELIK SITKIN & DAVIS P.S.	22-00025					3,685.00
	108692	Attorney Services	Invoice	12/31/2021	Attorney Services	001-512-522-10-41-03	3,685.00
0110	CITY OF MONROE	22-00026					589.95
	ST31-DEC21	Water, Stormwater & Sewer - ST 31	Invoice	01/04/2022	Water, Stormwater & Sewer - ST 31	001-507-522-50-47-02	589.95
0110	CITY OF MONROE	22-00027					34.12
	ST31IRR-DEC21	Water (Irrigation Meter) - ST 31	Invoice	01/04/2022	Water (Irrigation Meter) - ST 31	001-507-522-50-47-02	34.12
0110	CITY OF MONROE	22-00028					140.60
	ST32-DEC21	Water & Stormwater - ST 32	Invoice	01/04/2022	Water & Stormwater - ST 32	001-507-522-50-47-02	140.60
0110	CITY OF MONROE	22-00029					351.68
	ADMIN-DEC21	Water, Stormwater & Sewer - Admin B	Invoice	01/04/2022	Water, Stormwater & Sewer - Admin B	001-507-522-50-47-02 300-507-522-50-47-00	52.75 298.93
0112	CLEARFLY COMMUNICATIONS	22-00030					765.85
	INV395441	Phone/Fax Services - Admin Bldg, ST 3:	Invoice	01/01/2022	Phone/Fax Services - Admin Bldg, ST 3:	001-513-522-50-42-01	765.85
0126	COMCAST	22-00031					150.05
	ST72-JANFEB22	Internet Services - ST 72	Invoice	12/27/2021	Internet Services - ST 72	001-513-522-50-42-01	150.05
0126	COMCAST	22-00032					151.69
	ST73-JANFEB22	Internet Services - ST 73	Invoice	01/04/2022	Internet Services - ST 73	001-513-522-50-42-01	151.69
0126	COMCAST	22-00033					155.07
	ST31-JANFEB22	Internet Services - ST 31	Invoice	12/27/2021	Internet Services - ST 31	001-513-522-50-42-01	155.07
0126	COMCAST	22-00034					156.41
	ST71-JANFEB22	Internet Services - ST 71	Invoice	01/07/2022	Internet Services - ST 71	001-513-522-50-42-01	156.41
0126	COMCAST	22-00035					150.27
	ST77-JANFEB22	Internet Services - ST 77	Invoice	12/26/2021	Internet Services - ST 77	001-513-522-50-42-01	150.27
0126	COMCAST	22-00036					150.07
	ST32-JANFEB22	Internet Services - ST 32	Invoice	12/25/2021	Internet Services - ST 32	001-513-522-50-42-01	150.07

Docket of Claims Register

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
0126	COMCAST ST76-JANFEB22	22-00037 Internet Services - ST 76	Invoice	12/27/2021	Internet Services - ST 76	001-513-522-50-42-01	150.29
0126	COMCAST ADMIN-JANFEB22	22-00038 Internet/Phone/TV Services - Admin Bl	Invoice	01/07/2022	Internet/Phone/TV Srvcs - Admin Bldg	001-513-522-50-42-01	510.07
0126	COMCAST ST83-JANFEB22	22-00039 Internet Services - ST 83	Invoice	01/08/2022	Internet Services - ST 83	001-513-522-50-42-01	104.79
0127	COMDATA INC. 20369026	22-00040 Fuel	Invoice	01/01/2022	Fuel - EMS Fuel - Shop Fuel - Suppression Fuel (Shop Parts)	001-509-522-20-32-00 050-511-522-60-32-00 001-504-522-20-32-00 050-511-522-60-34-01	3,365.63 1,471.87 298.00 1,471.87 123.89
2140	COMPLETE THREAT PREPAREDNE 1408	22-00041 iHealth Antigen Rapid Test Kit (COVID-	Invoice	01/18/2022	iHealth Antigen Rapid Test Kit (COVID-	001-507-522-50-31-00	50,216.40
1882	CONCENTRA MEDICAL CENTERS 73780103 73854771 73916055	22-00042 Annual Employee Physical Annual Employee & Pre-Employmnt/N Pre-Employment/New Hire Physical	Invoice Invoice Invoice	12/14/2021 12/22/2021 12/29/2021	Annual Employee Physical Annual Employee & Pre-Employmnt/N Pre-Employment/New Hire Physical	001-510-522-20-41-06 001-510-522-20-41-06 001-510-522-20-41-06	2,705.00 62.00 2,502.50 140.50
0136	COURIERWEST 6362	22-00043 Mail Courier Monthly Service	Invoice	12/01/2021	Mail Courier Monthly Service	001-502-522-10-41-01	2,232.00
0156	DEPT. GRAPHICS 11480	22-00044 Apparatus Graphics/Decal Installations	Invoice	01/12/2022	Apparatus Graphics/Decal Installations	001-512-522-10-49-06	2,745.00
1956	DICK'S TOWING, INC. 18194931	22-00045 Shop Parts	Invoice	01/06/2022	Shop Parts	050-511-522-60-34-01	442.26
1600	DIRECTV, LLC 050747001X220102	22-00046 TV Services - ST 33	Invoice	01/02/2022	TV Services - ST 33	001-513-522-50-42-01	105.23
1677	ESO SOLUTIONS, INC ESO-70282	22-00047 ESO Connect Software Annual Subscrip	Invoice	01/10/2022	ESO Connect Software Annual Subscrip	001-509-522-20-49-02	4,931.62
0212	FIRSTWATCH FW108612 FW108669	22-00048 FirstWatch Annual Support & Mainten FirstPass & FOAM Modules Monthly St	Invoice Invoice	12/22/2021 01/05/2022	FirstWatch Annual Support & Mainten FirstPass & FOAM Modules Monthly St	001-509-522-20-49-02 001-509-522-20-49-02	1,132.13 497.13 635.00
0072	FITNESS EXPERTS 113202 ST77-JAN22	22-00049 Treadmill Repair - ST 77 Elliptical Repair & Equip. Prevent. Mair	Invoice Invoice	01/13/2022 01/11/2022	Treadmill Repair - ST 77 Elliptical Repair & Equip. Prevent. Mair	001-510-522-20-48-00 001-510-522-20-48-00	493.19 237.16 256.03

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Vendor #	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount
0226	GALLS, LLC - DBA BLUMENTHAL U	22-00050					7,554.61
	020118455	Duty Boots	Invoice	01/03/2022	Duty Boots	001-504-522-20-31-07	165.10
	020118456	Duty Boots	Invoice	01/03/2022	Duty Boots	001-504-522-20-31-07	165.10
	020118506	S/S Chief Shirt	Invoice	01/03/2022	S/S Chief Shirt	001-504-522-20-31-07	134.51
	020126863	Duty Boots	Credit Memo	01/03/2022	Duty Boots	001-504-522-20-31-07	-166.46
	020126868	Duty Boots	Credit Memo	01/03/2022	Duty Boots	001-504-522-20-31-07	-166.46
	020127594	S/S Chief Shirt	Invoice	01/04/2022	S/S Chief Shirt	001-504-522-20-31-07	135.62
	020127603	S/S Chief Shirt	Invoice	01/04/2022	S/S Chief Shirt	001-504-522-20-31-07	134.51
	020127604	S/S Chief Shirt	Invoice	01/04/2022	S/S Chief Shirt	001-504-522-20-31-07	134.51
	020127605	Industrial Pants, Leather Belt	Invoice	01/04/2022	Industrial Pants, Leather Belt	001-504-522-20-31-07	163.49
	020127606	Industrial Pants, Leather Belt	Invoice	01/04/2022	Industrial Pants, Leather Belt	001-504-522-20-31-07	163.49
	020127607	Industrial Pants, Leather Belt	Invoice	01/04/2022	Industrial Pants, Leather Belt	001-504-522-20-31-07	163.49
	020127613	S/S Chief Shirt	Invoice	01/04/2022	S/S Chief Shirt	001-504-522-20-31-07	145.92
	020127614	S/S Chief Shirt	Invoice	01/04/2022	S/S Chief Shirt	001-504-522-20-31-07	145.92
	020127615	S/S Chief Shirt	Invoice	01/04/2022	S/S Chief Shirt	001-504-522-20-31-07	145.92
	020127618	Industrial Pants	Invoice	01/04/2022	Industrial Pants	001-504-522-20-31-07	141.80
	020128019	1/2 Zip Turtleneck Sweatshirt (x2)	Invoice	01/04/2022	1/2 Zip Turtleneck Sweatshirt (x2)	001-504-522-20-31-07	237.16
	020128020	1/2 Zip Turtleneck Sweatshirt (x2)	Invoice	01/04/2022	1/2 Zip Turtleneck Sweatshirt (x2)	001-504-522-20-31-07	227.05
	020128021	1/2 Zip Turtleneck Sweatshirt (x2)	Invoice	01/04/2022	1/2 Zip Turtleneck Sweatshirt (x2)	001-504-522-20-31-07	227.05
	020128022	1/2 Zip Turtleneck Sweatshirt (x2)	Invoice	01/04/2022	1/2 Zip Turtleneck Sweatshirt (x2)	001-504-522-20-31-07	240.65
	020128023	1/2 Zip Turtleneck Sweatshirt (x2)	Invoice	01/04/2022	1/2 Zip Turtleneck Sweatshirt (x2)	001-504-522-20-31-07	227.05
	020128024	1/2 Zip Turtleneck Sweatshirt (x2)	Invoice	01/04/2022	1/2 Zip Turtleneck Sweatshirt (x2)	001-504-522-20-31-07	227.05
	020128025	1/2 Zip Turtleneck Sweatshirt (x2)	Invoice	01/04/2022	1/2 Zip Turtleneck Sweatshirt (x2)	001-504-522-20-31-07	240.65
	020128026	1/2 Zip Turtleneck Sweatshirt (x2)	Invoice	01/04/2022	1/2 Zip Turtleneck Sweatshirt (x2)	001-504-522-20-31-07	240.65
	020136913	Diamond Quilted Jacket	Invoice	01/05/2022	Diamond Quilted Jacket	001-504-522-20-31-07	81.66
	020136943	Leather Belt	Invoice	01/05/2022	Leather Belt	001-504-522-20-31-07	23.81
	020136956	1/4 Zip Turtleneck Sweatshirt (New Hir	Invoice	01/05/2022	1/4 Zip Turtleneck Sweatshirt (New Hir	001-504-522-20-31-07	681.10
	020136966	Duty Boots	Invoice	01/05/2022	Duty Boots	001-504-522-20-31-07	179.96
	020144394	Name Plate	Invoice	01/05/2022	Name Plate	001-504-522-20-31-07	20.37
	020145428	Jacket w/ Inner Softshell	Invoice	01/06/2022	Jacket w/ Inner Softshell	001-504-522-20-31-07	289.36
	020145439	Diamond Quilted Jacket	Invoice	01/06/2022	Diamond Quilted Jacket	001-504-522-20-31-07	80.65
	020145445	L/S Tropical Weave Uniform Shirt	Invoice	01/06/2022	L/S Tropical Weave Uniform Shirt	001-504-522-20-31-07	91.66
	020145464	Duty Boots	Invoice	01/06/2022	Duty Boots	001-504-522-20-31-07	166.76
	020152304	Polyester/Wool Class A Double Breaste	Invoice	01/07/2022	Polyester/Wool Class A Double Breaste	001-504-522-20-31-07	392.21
	020152435	Industrial Pants	Invoice	01/07/2022	Industrial Pants	001-504-522-20-31-07	135.20
	020152446	L/S Twill Patrol Duty Uniform Shirt (x2)	Invoice	01/07/2022	L/S Twill Patrol Duty Uniform Shirt (x2)	001-504-522-20-31-07	148.17
	020161307	L/S Polyester Class A Shirt	Invoice	01/10/2022	L/S Polyester Class A Shirt	001-504-522-20-31-07	24.23
	020161347	Industrial Pants, S/S Chief Shirt	Invoice	01/10/2022	Industrial Pants, S/S Chief Shirt	001-504-522-20-31-07	276.31
	020171623	Collar Brass - 3 Crossed Bugles (x6)	Invoice	01/10/2022	Collar Brass - 3 Crossed Bugles (x6)	001-504-522-20-31-07	104.07
	020172765	S/S Chief Shirt	Invoice	01/11/2022	S/S Chief Shirt	001-504-522-20-31-07	134.51
	020172769	Leather Belt	Invoice	01/11/2022	Leather Belt	001-504-522-20-31-07	21.69
	020172770	Industrial Pants, Leather Belt	Invoice	01/11/2022	Industrial Pants, Leather Belt	001-504-522-20-31-07	163.49
	020172783	Industrial Pants	Invoice	01/11/2022	Industrial Pants	001-504-522-20-31-07	141.80

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	020192548	Uniform Metal Badge (x5)	Invoice	01/12/2022	Uniform Metal Badge (x5)	001-504-522-20-31-07	502.53
	020192561	Uniform Metal Badge (x4)	Invoice	01/12/2022	Uniform Metal Badge (x4)	001-504-522-20-31-07	421.30
2161	GLOBAL INDUSTRIAL	22-00051					4,893.04
	118594095	4 Tier,12 Door Wood Locker (Kitchn/Fo	Invoice	01/05/2022	4 Tier,12 Door Wood Locker (Kitchn/Fo	001-507-522-50-35-00	4,893.04
0238	GRAINGER	22-00052					2,307.91
	9171982979	Station Operating Supplies	Invoice	01/07/2022	Station Operating Supplies	001-507-522-50-31-00	264.80
	9175349506	Station Operating Supplies	Invoice	01/12/2022	Station Operating Supplies	001-507-522-50-31-00	73.18
	9176760834	Station Operating Supplies	Invoice	01/12/2022	Station Operating Supplies	001-507-522-50-31-00	369.54
	9181453706	Station Operating Supplies	Invoice	01/18/2022	Station Operating Supplies	001-507-522-50-31-00	77.91
	9181784035	Station Operating Supplies	Invoice	01/18/2022	Station Operating Supplies	001-507-522-50-31-00	345.48
	9183750679	Round LED Magnifier Lamp	Invoice	01/19/2022	Round LED Magnifier Lamp	001-507-522-50-35-00	134.97
	9184048982	Station Operating Supplies	Invoice	01/19/2022	Station Operating Supplies	001-507-522-50-31-00	12.42
	9185782886	Station Operating Supplies	Invoice	01/20/2022	Station Operating Supplies	001-507-522-50-31-00	116.45
	9186987260	Station Operating Supplies & Sm.Tools	Invoice	01/21/2022	Safety Box Cutter, Multi-Bit Screwdrive	001-507-522-50-35-00	19.97
					Station Operating Supplies	001-507-522-50-31-00	893.19
1660	HARBORVIEW INVESTMENT LTD	22-00053					1,970.00
	02/2022	Paramedic School Rent (#2-702) - Febr	Invoice	02/01/2022	Paramedic School Rent (#2-702) - Febr	001-506-522-45-49-37	1,970.00
0252	HEALTHFORCE PARTNERS INC.	22-00054					9,120.00
	20778	Annual Employee & Pre-Employmnt/N	Invoice	12/31/2021	Annual Employee & Pre-Employmnt/N	001-510-522-20-41-06	9,120.00
0257	HIGHWAY AUTO SUPPLY	22-00055					8.38
	1-638392	Shop Parts	Invoice	01/05/2022	Shop Parts	050-511-522-60-34-01	8.38
0258	HILL STREET CLEANERS	22-00056					40.45
	7210	Uniform Patch Replacements (SRFR)	Invoice	01/04/2022	Uniform Patch Replacements (SRFR)	001-512-522-10-49-06	40.45
1878	IMS ALLIANCE	22-00057					129.74
	22-0212	Passport Name & Locker Tags	Invoice	01/12/2022	Passport Name & Locker Tags	001-504-522-20-31-01	129.74
0277	ISOUTSOURCE	22-00058					16,041.04
	CW261747	Monthly Software Fees/Monitoring Se	Invoice	01/10/2022	Monthly Software Fees/Monitoring Se	001-513-522-10-41-04	1,109.94
	CW261866	IT Services	Invoice	01/15/2022	IT Services	001-513-522-10-41-04	14,931.10
0328	KOOL CHANGE PRINTING INC.	22-00059					385.36
	48590	Windowed Self-Seal Envelopes (w/ Log	Invoice	01/10/2022	Windowed Self-Seal Envelopes (w/ Log	001-502-522-10-31-00	385.36
0349	L.N. CURTIS & SONS	22-00060					4,118.13
	INV558934	Structural Bunker Boots (x2) & FF Glov	Invoice	01/10/2022	Structural Bunker Boots (x2) & FF Glov	303-504-522-20-35-04	1,488.30
	INV559499	Structural Firefighting Gloves	Invoice	01/12/2022	Structural Firefighting Gloves	303-504-522-20-35-04	110.50
	INV560075	Structural Bunker Boots (x5)	Invoice	01/13/2022	Structural Bunker Boots (x5)	303-504-522-20-35-04	2,519.33
1954	LAKE STEVENS ATHLETIC CLUB	22-00061					109.00
	48805	Monthly Gym Membership (January 20	Invoice	01/10/2022	Monthly Gym Membership (January 20	001-510-522-20-49-00	109.00
1879	LAKE STEVENS SEWER DISTRICT	22-00062					172.00
	ST82-JAN22	Sewer - ST 82	Invoice	01/01/2022	Sewer - ST 82	001-507-522-50-47-02	172.00

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1879	LAKE STEVENS SEWER DISTRICT	22-00063					86.00
	ST81-JAN22	Sewer - ST 81	Invoice	01/01/2022	Sewer - ST 81	001-507-522-50-47-02	86.00
1596	LEMAY MOBILE SHREDDING	22-00064					42.00
	4730589	OnSite Mobile Shredding Services - ST	Invoice	01/01/2022	OnSite Mobile Shredding Services - ST	001-502-522-10-41-01	42.00
0348	LIZ LOOMIS PUBLIC AFFAIRS	22-00065					5,001.63
	SRF-0122	Public Affairs Support/Marketing (Dec)	Invoice	01/04/2022	Public Affairs Support/Marketing (Dec)	001-502-522-10-41-01	5,001.63
0350	LOCUTION SYSTEMS INC.	22-00066					19,810.08
	122103	PrimeAlert FSA System Annual Maint. &	Invoice	01/07/2022	PrimeAlert FSA System Annual Maint. &	001-513-522-10-49-04	19,810.08
0352	LOWE'S	22-00067					443.23
	909365	Assrtd/Joint/Lcking Plier & Wrench Set	Invoice	12/02/2021	Assrtd/Joint/Lcking Plier & Wrench Set	001-507-522-50-35-00	70.49
	922835	Benchtop Grinder w/ Light, Wire Whee	Invoice	12/13/2021	Benchtop Grinder w/ Light, Wire Whee	001-504-522-20-35-00	186.37
	922939	Benchtop Grinder w/ Light, Wire Whee	Invoice	12/15/2021	Benchtop Grinder w/ Light, Wire Whee	001-504-522-20-35-00	186.37
0379	MOBILE HEALTH RESOURCES	22-00068					780.00
	21320	2022 Annual System Monitoring & Ma	Invoice	01/05/2022	2022 Annual System Monitoring & Ma	001-509-522-20-49-01	780.00
2011	NORTHWEST FIBER, LLC	22-00069					551.85
	ST71-JANFEB22	Fax & Alarm Services - ST 71	Invoice	01/14/2022	Fax & Alarm Services - ST 71	001-513-522-50-42-01	205.96
	ST73-JANFEB22	Fax & Fire Alarm Services - ST 73	Invoice	01/10/2022	Fax & Fire Alarm Services - ST 73	001-513-522-50-42-01	345.89
0434	OFFICE DEPOT, INC	22-00070					190.43
	220020497001	Under Desk 2-Drawer Rolling File Cabir	Invoice	01/17/2022	Under Desk 2-Drawer Rolling File Cabir	001-502-522-10-35-00	190.43
0185	OPERATIVE IQ	22-00071					2,115.00
	42498	Operative IQ License/Maintenance Fee	Invoice	01/01/2022	Fleet Mgmt Licenses/Sandbox Mainte	001-513-522-10-49-04	695.00
					Operative IQ Inventory/Asset Mngmnt	001-509-522-20-49-02	1,320.00
					RFID Data Service License Fee	001-513-522-10-49-04	100.00
0433	O'REILLY AUTO PARTS	22-00072					10.28
	3711-452517	Shop Parts	Invoice	01/05/2022	Shop Parts	050-511-522-60-34-01	5.14
	3711-452764	Shop Parts	Invoice	01/06/2022	Shop Parts	050-511-522-60-34-01	5.14
2086	PACIFIC RIM ENVIRONMENTAL, I	22-00073					2,008.80
	46591	Asbestos Testing/Sample Analysis - ST7	Invoice	12/29/2021	Asbestos Testing/Sample Analysis - ST7	300-507-594-50-62-01	1,004.40
						300-507-594-50-62-81	1,004.40
0473	PNC EQUIPMENT FINANCE	22-00074					117,600.21
	1336273	Tiller Aerial Ladder Truck Lease Pymnt	Invoice	01/06/2022	Tiller Aerial Ladder Truck Lease Paymn	301-504-594-22-83-02	9,979.36
					Tiller Aerial Ladder Truck Lease Pymnt	301-504-594-22-75-02	107,620.85
0308	PROPERTY MAINTENANCE COM/	22-00075					983.70
	M-953VV 13122.1	Property Management Monthly Servic	Invoice	01/01/2022	Property Management Monthly Servic	001-507-522-50-41-00	147.56
						300-507-522-50-41-00	836.14
0483	PUGET SOUND ENERGY	22-00076					35.87
	ST82STOR-DEC21/JAN22	Natural Gas - ST 82 Storage	Invoice	01/07/2022	Natural Gas - ST 82 Storage	001-507-522-50-47-03	35.87

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0483	PUGET SOUND ENERGY	22-00077					496.24
	ST74-DEC21/JAN22	Natural Gas - ST 74	Invoice	01/13/2022	Natural Gas - ST 74	001-507-522-50-47-03	496.24
0483	PUGET SOUND ENERGY	22-00078					880.82
	ST81-DEC21/JAN22	Natural Gas - ST 81	Invoice	01/07/2022	Natural Gas - ST 81	001-507-522-50-47-03	880.82
0483	PUGET SOUND ENERGY	22-00079					587.98
	ST33-DEC21/JAN22	Natural Gas - ST 33	Invoice	01/12/2022	Natural Gas - ST 33	001-507-522-50-47-03	587.98
0483	PUGET SOUND ENERGY	22-00080					1,313.38
	ADMIN-DEC21/JAN22	Natural Gas - Admin Bldg	Invoice	01/09/2022	Natural Gas - Admin Bldg	001-507-522-50-47-03 300-507-522-50-47-00	197.01 1,116.37
0483	PUGET SOUND ENERGY	22-00081					36.11
	ST31-DEC21/JAN22	Natural Gas - ST 31	Invoice	01/09/2022	Natural Gas - ST 31	001-507-522-50-47-03	36.11
0483	PUGET SOUND ENERGY	22-00082					1,003.60
	ST82-DEC21/JAN22	Natural Gas - ST 82	Invoice	01/07/2022	Natural Gas - ST 82	001-507-522-50-47-03	1,003.60
0483	PUGET SOUND ENERGY	22-00083					553.43
	ST73-DEC21/JAN22	Natural Gas - ST 73	Invoice	01/13/2022	Natural Gas - ST 73	001-507-522-50-47-03	553.43
0484	PURCELL TIRE & SERVICE CENTER	22-00084					1,393.30
	24251138	Snow/Tire Cable Chains (x2)	Invoice	01/04/2022	Snow/Tire Cable Chains (x2)	001-509-522-20-48-01 001-513-522-20-48-01	372.55 372.55
	24251210	Snow/Tire Cable Chains & Spider Bung	Invoice	01/06/2022	Snow/Tire Cable Chains & Spider Bung	001-509-522-20-48-01 001-513-522-20-48-01	324.10 324.10
1533	REHN & ASSOCIATES	22-00085					175.00
	IN0000155870	COBRA Rights Notice Letter (x7)	Invoice	12/31/2021	COBRA Rights Notice Letter (x7)	001-502-522-10-41-01	175.00
0499	RICE FERGUS MILLER	22-00086					4,782.96
	2020053.00-012	Capital Facilities Planning - ST83 Dsgn/	Invoice	01/07/2022	Capital Facilities Planning - ST83 Dsgn/	300-507-594-50-62-83	4,782.96
0501	RICOH USA, INC.	22-00087					367.67
	105788682	Copier Machine - ST 71	Invoice	01/11/2022	Copier Machine Lease - ST 71 Copier Machine Usage - ST 71	001-512-522-10-45-00 001-502-522-10-31-00	319.07 48.60
0501	RICOH USA, INC.	22-00088					477.09
	105752082	Copier Machine - ST 31	Invoice	01/04/2022	Copier Machine Lease - ST 31 Copier Machine Usage - ST 31	001-512-522-10-45-00 001-502-522-10-31-00	396.30 80.79
0501	RICOH USA, INC.	22-00089					50.86
	105769069	Copier Machine Lease - ST 74	Invoice	01/07/2022	Copier Machine Lease - ST 74	001-512-522-10-45-00	50.86
1547	SNOHOMISH COUNTY 911	22-00090					98,325.56
	4245	Monthly Dispatch Services	Invoice	01/01/2022	Monthly Dispatch Services	001-504-528-00-41-00 001-509-528-00-41-00	18,755.14 75,020.57
	4252	Monthly EPCR	Invoice	01/01/2022	Monthly Electronic Patient Care Repor	001-509-522-20-49-02	1,194.10
	4271	Managed Laptop Leases (Monthly)	Invoice	01/01/2022	Managed Laptop Leases (Monthly)	303-504-591-22-70-00 303-509-591-22-70-00	1,349.68 2,006.07

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0565	SNOHOMISH COUNTY PUD 141961135	22-00091 Electricity - ST 77	Invoice	01/13/2022	Electricity - ST 77	001-507-522-50-47-01	329.28 329.28
0565	SNOHOMISH COUNTY PUD 145289893	22-00092 Electricity - ST 76	Invoice	01/06/2022	Electricity - ST 76	001-507-522-50-47-01	354.71 354.71
1536	SNOHOMISH REGIONAL FIRE & R 6368	22-00093 Winter 2021 Newsletter Mailing Postage	Invoice	01/07/2022	Winter 2021 Newsletter Mailing Postage	001-515-522-30-42-01	11,444.20 11,444.20
0567	SNURE LAW OFFICE, PSC DEC2021	22-00094 Attorney Services (Monthly)	Invoice	01/03/2022	Attorney Services (Monthly)	001-512-522-10-41-03	3,550.00 3,550.00
0572	SPEEDWAY CHEVROLET 131453 131458	22-00095 Shop Parts Shop Parts	Invoice Invoice	01/06/2022 01/05/2022	Shop Parts Shop Parts	050-511-522-60-34-01 050-511-522-60-34-01	508.14 491.46 16.68
1934	SUBURBAN PROPANE, L.P. ST83-JAN22	22-00096 OnSite Mobile Propane Delivery - ST 8	Invoice	01/03/2022	OnSite Mobile Propane Delivery - ST 8	001-507-522-50-47-03	4,429.67 4,429.67
0587	SYSTEMS DESIGN WEST, LLC 20220067	22-00097 EMS Transport Billing Monthly Service	Invoice	01/13/2022	EMS Transport Billing Monthly Service	001-509-522-20-41-05	14,308.24 14,308.24
2073	TARGET SOLUTIONS LEARNING L INV38098	22-00098 Annual LMS Platform Training/Eval/Mgmt	Invoice	12/31/2021	Annual LMS Platform Training/Eval/Mgmt	001-506-522-45-49-00	32,334.38 32,334.38
0610	TRUE NORTH EMERGENCY EQUIP A10436	22-00099 Shop Parts	Invoice	01/06/2022	Shop Parts	050-511-522-60-34-01	79.02 79.02
0614	TYLER TECHNOLOGIES INC 025-361132 2484	22-00100 Tyler Incode System Annual Contract Mgmt Tyler Connect Conference (Full Pkg) Renewal	Invoice Invoice	01/01/2022 01/18/2022	Tyler Incode System Annual Contract Mgmt Tyler Connect Conference (Full Pkg) Renewal	001-513-522-10-49-04 001-503-522-45-49-02	30,572.17 29,473.17 1,099.00
2094	VENDNOVATION, LLC 2021-004188	22-00101 EMS Dispenser Annual Software Licenses	Invoice	12/14/2021	EMS Dispenser Annual Software Licenses	001-509-522-20-49-02	1,311.60 1,311.60
0633	VERIZON WIRELESS SERVICES LLC 9897368520	22-00102 District Mifi Plans	Invoice	01/15/2022	District Mifi Plans	001-513-522-10-42-00	4,198.36 4,198.36
0633	VERIZON WIRELESS SERVICES LLC 9897368521	22-00103 District Cell Phones	Invoice	01/15/2022	District Cell Phones - Fire District Cell Phones - Shop	001-513-522-10-42-00 050-511-522-60-42-00	2,729.30 2,560.90 168.40
1930	WASHINGTON CITIES INSURANCE 15400	22-00104 2022 Dist. Insurance (Liability/Program)	Invoice	01/01/2022	2022 Dist. Insurance (Liability/Program)	001-512-522-41-46-00	364,204.00 364,204.00
0646	WASHINGTON FIRE CHIEFS 366	22-00105 2022 Department Membership Dues/Fees	Invoice	10/19/2021	2022 Department Membership Dues/Fees	001-502-522-10-49-01	3,000.00 3,000.00
0639	WASHINGTON FIRE COMMISSION 300000567	22-00106 2022 District Membership Dues/Renewal	Invoice	12/09/2021	2022 District Membership Dues/Renewal	001-501-522-10-49-01	6,000.00 6,000.00
0579	WASHINGTON STATE AUDITOR'S L146141	22-00107 Accountability & Financial Audit (2020)	Invoice	01/13/2022	Accountability & Financial Audit (2020)	001-512-522-10-41-12	3,053.70 3,053.70

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0648	WASTE MANAGEMENT NORTHW 0897107-4968-3	22-00108 Recycling - ST 81	Invoice	01/01/2022	Recycling - ST 81	001-507-522-50-47-04	163.01 163.01
0648	WASTE MANAGEMENT NORTHW 0897108-4968-1	22-00109 Refuse - ST 81	Invoice	01/01/2022	Refuse - ST 81	001-507-522-50-47-04	162.93 162.93
0648	WASTE MANAGEMENT NORTHW 0919633-2677-1	22-00110 Recycling - ST 72	Invoice	01/01/2022	Recycling - ST 72	001-507-522-50-47-04	163.64 163.64
0648	WASTE MANAGEMENT NORTHW 0919721-2677-4	22-00111 Recycling - Admin Bldg	Invoice	01/01/2022	Recycling - Admin Bldg	001-507-522-50-47-04 300-507-522-50-47-00	349.43 52.41 297.02
0648	WASTE MANAGEMENT NORTHW 0921166-2677-8	22-00112 Refuse - ST 33	Invoice	01/01/2022	Refuse - ST 33	001-507-522-50-47-04	207.40 207.40
0648	WASTE MANAGEMENT NORTHW 0919632-2677-3	22-00113 Recycling - ST 71	Invoice	01/01/2022	Recycling - ST 71	001-507-522-50-47-04	348.34 348.34
0648	WASTE MANAGEMENT NORTHW 0919283-2677-5	22-00114 Refuse - ST 76	Invoice	01/01/2022	Refuse - ST 76	001-507-522-50-47-04	117.64 117.64
0648	WASTE MANAGEMENT NORTHW 0919203-2677-3	22-00115 Refuse - ST 71	Invoice	01/01/2022	Refuse - ST 71	001-507-522-50-47-04	187.06 187.06
0648	WASTE MANAGEMENT NORTHW 0920082-2677-8	22-00116 Refuse & Recycle - ST 73	Invoice	01/01/2022	Refuse & Recycle - ST 73	001-507-522-50-47-04	218.20 218.20
0648	WASTE MANAGEMENT NORTHW 0919202-2677-5	22-00117 Refuse - ST 72	Invoice	01/01/2022	Refuse - ST 72	001-507-522-50-47-04	117.54 117.54
0648	WASTE MANAGEMENT NORTHW 0919348-2677-6	22-00118 Refuse & Recycle - ST 74	Invoice	01/01/2022	Refuse & Recycle - ST 74	001-507-522-50-47-04	145.07 145.07
0648	WASTE MANAGEMENT NORTHW 9197792-4968-0	22-00119 Refuse & Recycle - ST 83	Invoice	01/01/2022	Refuse & Recycle - ST 83	001-507-522-50-47-04	181.16 181.16
0648	WASTE MANAGEMENT NORTHW 0919634-2677-9	22-00120 Recycling - ST 76	Invoice	01/01/2022	Recycling - ST 76	001-507-522-50-47-04	231.61 231.61
0648	WASTE MANAGEMENT NORTHW 0896871-4968-5	22-00121 Refuse & Recycle - ST 82	Invoice	01/01/2022	Refuse & Recycle - ST 82	001-507-522-50-47-04	258.97 258.97
0648	WASTE MANAGEMENT NORTHW 0919424-2677-5	22-00122 Refuse & Recycle - ST 77	Invoice	01/01/2022	Refuse & Recycle - ST 77	001-507-522-50-47-04	249.49 249.49
0648	WASTE MANAGEMENT NORTHW 0921167-2677-6	22-00123 Recycling - ST 33	Invoice	01/01/2022	Recycling - ST 33	001-507-522-50-47-04	335.98 335.98
0651	WAVE BUSINESS 103946501-0009242	22-00124 Fiber Optic Connection - ST 81, 82	Invoice	01/01/2022	Fiber Optic Connection - ST 81, 82	001-513-522-50-42-01	1,024.60 1,024.60
0651	WAVE BUSINESS 103131101-0009242	22-00125 Fiber Optic Connection - ST 31, 33	Invoice	01/01/2022	Fiber Optic Connection - ST 31, 33	001-513-522-50-42-01	1,190.91 1,190.91

Docket of Claims Register

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
0651	WAVE BUSINESS	22-00126	Invoice	01/01/2022	Internet & TV Services - ST 74	001-513-522-50-42-01	147.76
	032004901-0009242	Internet & TV Services - ST 74					147.76
Total Claims: 119						Total Payment Amount:	897,841.58

Snohomish County Fire District #7

Claims Voucher Summary

01/25/2022

Page 1 of 4

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
22-00008	ALDERWOOD WATER DISTRICT		82.88
22-00009	ALDERWOOD WATER DISTRICT		15.51
22-00010	ALL BATTERY SALES AND SERVICE		655.30
22-00011	ALLSTREAM BUSINESS US, INC		223.11
22-00012	ALLSTREAM BUSINESS US, INC		112.63
22-00013	ALLSTREAM BUSINESS US, INC		322.59
22-00014	AMAZON CAPITAL SERVICES, INC		1,595.95
22-00015	AMERIZORB RECOVERY		4,225.22
22-00016	ANDGAR MECHANICAL LLC		2,018.65
22-00017	ARAMARK UNIFORM SERVICES		283.57
22-00018	B&H FIRE AND SECURITY		1,846.26
22-00019	BADGLEY'S LANDSCAPE LLC		8,734.87
22-00020	BK INDUSTRIES & SOLUTIONS INC		2,879.08
22-00021	CANON FINANCIAL SERVICES INC		588.71
22-00022	CDW GOVERNMENT LLC		2,622.17
22-00023	CENTRAL WELDING SUPPLY		494.89
22-00024	CHAMPION BOLT & SUPPLY INC		365.57
22-00025	CHMELIK SITKIN & DAVIS P.S.		3,685.00
22-00026	CITY OF MONROE		589.95
22-00027	CITY OF MONROE		34.12
22-00028	CITY OF MONROE		140.60
22-00029	CITY OF MONROE		351.68
22-00030	CLEARFLY COMMUNICATIONS		765.85
22-00031	COMCAST		150.05
22-00032	COMCAST		151.69
22-00033	COMCAST		155.07
22-00034	COMCAST		156.41
22-00035	COMCAST		150.27
22-00036	COMCAST		150.07
22-00037	COMCAST		150.29
22-00038	COMCAST		510.07

Page Total 34,208.08

Cumulative Total 34,208.08

Snohomish County Fire District #7

Claims Voucher Summary

01/25/2022

Page 2 of 4

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
22-00039	COMCAST		104.79
22-00040	COMDATA INC.		3,365.63
22-00041	COMPLETE THREAT PREPAREDNESS		50,216.40
22-00042	CONCENTRA MEDICAL CENTERS		2,705.00
22-00043	COURIERWEST		2,232.00
22-00044	DEPT. GRAPHICS		2,745.00
22-00045	DICK'S TOWING, INC.		442.26
22-00046	DIRECTV, LLC		105.23
22-00047	ESO SOLUTIONS, INC		4,931.62
22-00048	FIRSTWATCH		1,132.13
22-00049	FITNESS EXPERTS		493.19
22-00050	GALLS, LLC - DBA BLUMENTHAL UNIFORM		7,554.61
22-00051	GLOBAL INDUSTRIAL		4,893.04
22-00052	GRAINGER		2,307.91
22-00053	HARBORVIEW INVESTMENT LTD		1,970.00
22-00054	HEALTHFORCE PARTNERS INC.		9,120.00
22-00055	HIGHWAY AUTO SUPPLY		8.38
22-00056	HILL STREET CLEANERS		40.45
22-00057	IMS ALLIANCE		129.74
22-00058	ISOUTSOURCE		16,041.04
22-00059	KOOL CHANGE PRINTING INC.		385.36
22-00060	L.N. CURTIS & SONS		4,118.13
22-00061	LAKE STEVENS ATHLETIC CLUB		109.00
22-00062	LAKE STEVENS SEWER DISTRICT		172.00
22-00063	LAKE STEVENS SEWER DISTRICT		86.00
22-00064	LEMAY MOBILE SHREDDING		42.00
22-00065	LIZ LOOMIS PUBLIC AFFAIRS		5,001.63
22-00066	LOCUTION SYSTEMS INC.		19,810.08
22-00067	LOWE'S		443.23
22-00068	MOBILE HEALTH RESOURCES		780.00
22-00069	NORTHWEST FIBER, LLC		551.85
		Page Total	142,037.70
		Cumulative Total	176,245.78

Snohomish County Fire District #7

01/25/2022

Claims Voucher Summary

Page 3 of 4

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures:

Voucher	Payee/Claimant	1099 Default	Amount
22-00070	OFFICE DEPOT, INC		190.43
22-00071	OPERATIVE IQ		2,115.00
22-00072	O'REILLY AUTO PARTS		10.28
22-00073	PACIFIC RIM ENVIRONMENTAL, INC.		2,008.80
22-00074	PNC EQUIPMENT FINANCE		117,600.21
22-00075	PROPERTY MAINTENANCE COM/RES		983.70
22-00076	PUGET SOUND ENERGY		35.87
22-00077	PUGET SOUND ENERGY		496.24
22-00078	PUGET SOUND ENERGY		880.82
22-00079	PUGET SOUND ENERGY		587.98
22-00080	PUGET SOUND ENERGY		1,313.38
22-00081	PUGET SOUND ENERGY		36.11
22-00082	PUGET SOUND ENERGY		1,003.60
22-00083	PUGET SOUND ENERGY		553.43
22-00084	PURCELL TIRE & SERVICE CENTER		1,393.30
22-00085	REHN & ASSOCIATES		175.00
22-00086	RICE FERGUS MILLER		4,782.96
22-00087	RICOH USA, INC.		367.67
22-00088	RICOH USA, INC.		477.09
22-00089	RICOH USA, INC.		50.86
22-00090	SNOHOMISH COUNTY 911		98,325.56
22-00091	SNOHOMISH COUNTY PUD		329.28
22-00092	SNOHOMISH COUNTY PUD		354.71
22-00093	SNOHOMISH REGIONAL FIRE & RESCUE		11,444.20
22-00094	SNURE LAW OFFICE, PSC		3,550.00
22-00095	SPEEDWAY CHEVROLET		508.14
22-00096	SUBURBAN PROPANE, L.P.		4,429.67
22-00097	SYSTEMS DESIGN WEST, LLC		14,308.24
22-00098	TARGET SOLUTIONS LEARNING LLC		32,334.38
22-00099	TRUE NORTH EMERGENCY EQUIPMENT INC		79.02
22-00100	TYLER TECHNOLOGIES INC		30,572.17

Page Total

331,298.10

Cumulative Total

507,543.88

Snohomish County Fire District #7

01/25/2022

Claims Voucher Summary

Page 4 of 4

Fund: General Fund #001

We the undersigned Board of Directors of the above-named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers identified below are approved for payment.

Date: _____

Signatures: _____

Voucher	Payee/Claimant	1099 Default	Amount
22-00101	VENDNOVATION, LLC		1,311.60
22-00102	VERIZON WIRELESS SERVICES LLC		4,198.36
22-00103	VERIZON WIRELESS SERVICES LLC		2,729.30
22-00104	WASHINGTON CITIES INSURANCE AUTHORITY		364,204.00
22-00105	WASHINGTON FIRE CHIEFS		3,000.00
22-00106	WASHINGTON FIRE COMMISSIONERS ASSOCIATION		6,000.00
22-00107	WASHINGTON STATE AUDITOR'S OFFICE		3,053.70
22-00108	WASTE MANAGEMENT NORTHWEST		163.01
22-00109	WASTE MANAGEMENT NORTHWEST		162.93
22-00110	WASTE MANAGEMENT NORTHWEST		163.64
22-00111	WASTE MANAGEMENT NORTHWEST		349.43
22-00112	WASTE MANAGEMENT NORTHWEST		207.40
22-00113	WASTE MANAGEMENT NORTHWEST		348.34
22-00114	WASTE MANAGEMENT NORTHWEST		117.64
22-00115	WASTE MANAGEMENT NORTHWEST		187.06
22-00116	WASTE MANAGEMENT NORTHWEST		218.20
22-00117	WASTE MANAGEMENT NORTHWEST		117.54
22-00118	WASTE MANAGEMENT NORTHWEST		145.07
22-00119	WASTE MANAGEMENT NORTHWEST		181.16
22-00120	WASTE MANAGEMENT NORTHWEST		231.61
22-00121	WASTE MANAGEMENT NORTHWEST		258.97
22-00122	WASTE MANAGEMENT NORTHWEST		249.49
22-00123	WASTE MANAGEMENT NORTHWEST		335.98
22-00124	WAVE BUSINESS		1,024.60
22-00125	WAVE BUSINESS		1,190.91
22-00126	WAVE BUSINESS		147.76

Page Total 390,297.70

Cumulative Total 897,841.58



Payroll Summary and Authorization Form for the:

01/15/2022 Payroll

I, the undersigned, do hereby certify that the foregoing payroll is, just, true and correct, that the persons whose names appear thereon actually performed labor as stated on the dates shown, that the amounts are actually due, and that the salary warrants and related benefit warrants shall be issued.

District Name: Snohomish Regional Fire & Rescue

Direct Deposits: \$946,846.60

Paper Checks: \$3,789.89

Taxes: \$354,036.46

Allowed in the sum of: \$1,304,672.95

Reviewed by: Denise Mattern
District Administrative Coordinator

Prepared by: Jessica Ober
Payroll Specialist

Approved by Commissioners: _____



**BOARD OF FIRE COMMISSIONERS MEETING MINUTES
SNOHOMISH REGIONAL FIRE & RESCUE**

SRFR Station 31 Training Room/ Via Blue Jeans
163 Village Court, Monroe, WA 98272
January 13, 2022 1730 hours

CALL TO ORDER: Chairman Elmore called the meeting to order at 1730 hours. In attendance were Commissioner Edwards, Commissioner Fay, and Commissioner Waugh. In attendance via video were Commissioner Gagnon, Commissioner Schaub and Commissioner Steinruck. A quorum was present.

PUBLIC COMMENT: None

UNION COMMENT: None

CHIEF'S REPORT: As presented. Chief O'Brien gave special recognition to outgoing Commissioners Woolery and Snyder along with the retirement of Assistant Chief Silva. Thank you for all your years of service. Human Resource Director Holtgeerts reported on the effects of COVID-19 and the district.

CONSENT AGENDA

Approve Vouchers

Benefits Vouchers (12/15/21): 21-03050 to 21-03058; (\$ 634,050.01)

Benefits Vouchers (12/31/21): 21-03060 to 21-03083; (\$701,446.19)

AP Vouchers: 21-03084 to 21-03192; (\$1,934,460.14)

Approval of Payroll

December 31, 2021 (\$2,192,325.84)

Approval of Minutes

Approve Regular Board Meeting Minutes –December 21, 2021.

Motion to approve the Consent Agenda as submitted.

Motion by Commissioner Fay and 2nd by Commissioner Waugh.

On Vote, **Motion carried 7/0.**

CORRESPONDENCE

OLD BUSINESS

Discussion

Action

Paramedic Testing Timeline and Minimum Requirements Adjustment MOU.

Motion to approve Paramedic Testing Timeline and Minimum Requirements Adjustments MOU.

Motion by Commissioner Waugh and 2nd by Commissioner Edwards.

On Vote, **Motion carried 7/0.**

NEW BUSINESS

Discussion



Wave Fiber-Optic Agreement: Assistant Chief Guptill explained the proposal presented in detail.

Chief's Performance Review: Moved to executive session.

Supervising Physician 2022: Deputy Chief Rasmussen noted this was an extension of Dr. Talley's contract as Supervising Physician with no changes from 2021.

Action

Employee Leave of Absence Requests.

Motion to approve Employees Leave of Absence for one year as submitted.

Motion by Commissioner Waugh and 2nd by Commissioner Steinruck.

On Vote, **Motion carried 7/0.**

COMMISSIONER COMMITTEE REPORTS

Joint Fire Board with Mill Creek (Fay/Elmore/Waugh): Chairman Elmore plans to move forward requesting a meeting with the Mayor of Mill Creek.

Finance Committee (Elmore/Waugh): NA

Policy Committee (Elmore/Edwards/Schaub): NA

Contracts Committee (Waugh/Elmore/Fay): Commissioner Waugh gave highlights of the meeting held January 11, 2022.

Shop Committee (Edwards/Gagnon): NA

Strategic Plan Committee (Schaub/Fay/Steinruck): NA

Capital Facilities Committee (Gagnon/Schaub): NA

OTHER MEETINGS ATTENDED

Snohomish County 911 (Waugh): NA

Leadership Meeting (Fay/Schaub): NA

Sno-Isle Commissioner Meeting (Fay): Commissioner Fay confirmed the postponement of the Sno-Isle Commissioner's banquet to a later date.

GOOD OF THE ORDER: None

ATTENDANCE CHECK

All board members noted availability for Regular Commissioner Meeting January 27, 2022 at 1730 - Station 31 Training Room/BlueJeans.

EXECUTIVE SESSION:

At 1749 hours Chairman Elmore called for an executive session pursuant to RCW 42.30.110(1)(g) review performance of a public employee. He called for fifteen (15) minutes. An additional five (5) minutes were requested at 1804 hours. Chairman Elmore reconvened the open public meeting at 1809 with a request for action.



Motion to approve the Chief's Contract effective January 14, 2022 as submitted.
Motion by Commissioner Waugh and 2nd by Commissioner Edwards.
On Vote, **Motion carried 7/0.**

ADJOURNMENT: Chairman Elmore adjourned the meeting at 1815 hours.

Snohomish Regional Fire & Rescue

Commissioner Rick Edwards

Chairman Troy Elmore

Vice Chairman Randy Fay

Commissioner Paul Gagnon

Commissioner Jeff Schaub

Commissioner Jim Steinruck

Commissioner Roy Waugh

OLD BUSINESS - DISCUSSION

OLD BUSINESS - ACTION



Request for Action by the Board (R.A.B)

The purpose of the RAB is to provide a standardized format for presenting initiatives requiring action by the Board of Fire Commissioners. The RAB serves as a guide and checklist intended to provide the detailed, relevant, information needed to help the Board take action on projects, programs, and other initiatives.

Initiative Name:	Facility Fiber Optic Connectivity		
Executive member responsible for guiding the initiative:	AC Guptill		
Type of Action:	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Resolution	
Initiative Description:	<p>This project will complete the initiative of having ALL SRFR facilities connected to the Snohomish County Public Safety Fiber Ring. This initiative was planned for 2021 but pushed to 2022 for budgeting.</p> <p>Currently station 31, 33, 81 and 82 are the only stations with fiber connectivity. The system reliability at these locations is vastly superior to that of the DSL and/or Comcast VPN connection points in place at all of the other facilities.</p> <p>This proposal will add stations 71, 72, 73, 77, 32, 83 and the Logistics Facility (74) to the fiber ring.</p> <p>The fiber connectivity represents a significant improvement to the current DSL/Comcast VPN connection in data transmission speed, resiliency, reliability and security.</p> <p>This initiative is in line with the SRFR Strategic Plan in the following ways; <u>Objective 1.3:</u> Industry "Best Practice" for fire station connectivity is through the utilization of Fiber Optics. This connection is critical for the Public Safety systems we utilize through Snohomish County 911 including access to the New World applications and most importantly Locution Station Alerting.</p> <p><u>Objective 1.4:</u> As stated above, the reliability of the fiber connections is vastly superior to that of the point-to-point VPN connections currently in place at these facilities. This initiative will absolutely improve our response capabilities by greatly improving the reliability and performance of the connectivity between our facilities and to the Public Safety Fiber Ring where our connection to Sno911 comes from.</p> <p>In addition to improving the quality of the Public Safety system connectivity, this initiative also allows us to utilize Snohomish County's internet service through the fiber. This service is available at 1GB speeds that is significantly faster than the data transmission speeds currently available at these</p>		
<ul style="list-style-type: none"> • Brief Description • Goal of Initiative • Initiative Results (deliverables) • Connection to Strategic Plan • Supporting Documentation (attach) <ul style="list-style-type: none"> ○ Scope of work ○ Contract(s) ○ Project proposal(s) ○ Presentation(s) • If Financial: Reason RAB must be approved outside of the annual budget process 			

facilities. The Logistics facility for example is currently hampered by ineffective data speeds as low as 5mbps, which limits staff effectiveness. The reliability of the commercial DSL connection is also very poor.

This initiative has been budgeted for in the 2022 general budget. No budget amendment is necessary.

The agreement with Wave is currently being reviewed by Brian Snure.

Financial Impact:

Expense: Increase Decrease N/A
 Revenue: Increase Decrease N/A

Total amount of initiative (attach amount breakdown if applicable): **\$ \$ 66,000**

Initial amount: \$ 0

Long-term annual amounts(s): **\$ 66,000 annually. Current expense for Stations 81, 82, 31 and 33 is \$68,000.00. This proposal is offered at a discount from the normal "per facility" cost due to grouping new locations together in one proposal. Expense for adding 7 facilities is essentially the same as the current agreement for 4 facilities.**

Currently Budgeted: Yes No Amount: **\$ 66,000.00**

Budget Amendment Needed: Yes No Amount: \$

- If yes: Fund(s)/line item(s) to be amended:

Risk Assessment:

Risk if approved:
Added expense

Risk if not approved:
Continued reliability and performance issues at the facilities not connected to County Public Safety fiber ring.

Legal Review:

- Initiative conforms with District policy/procedure number (attach):
- Initiatives that require legal review (contracts, other initiatives):
- Contracts
 - Has been reviewed and approved by legal
 - Includes all costs
 - Includes term
 - Includes 'do not exceed' language
- N/A

Presented to, and Approved by, Senior Staff

Yes No

Commissioner Sub-Committee Approval

Initiative presented to commissioner sub-committee: <input type="checkbox"/> Yes <input type="checkbox"/> No Approved by commissioner sub-committee: <input type="checkbox"/> Yes <input type="checkbox"/> No N/A: <input type="checkbox"/>	
For Fire Chief Approval:	<input type="checkbox"/> RAB document complete <input type="checkbox"/> Supporting documentation attached <input type="checkbox"/> Information sent to Fire Chief, Senior Staff, and Board Secretary (Mindy Leber) <i>Fire Chief will approve and distribute by email to the Board of Commissioners – RAB executive/senior staff will be cc'd on the email distribution</i> <i>Fire Chief will coordinate with Senior Staff for RAB introduction</i>
RAB Executive: Confirmed email sent to Board by Fire Chief	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board of Fire Commissioners	RAB initiatives go through the following process: <ol style="list-style-type: none"> 1. Senior Staff approval to move forward to a committee/board 2. Initiatives are introduced to the appropriate committee for review 3. Initiatives are introduced at an initial commissioner meeting as a Discussion Item <ul style="list-style-type: none"> o The Senior Staff member assigned to develop the initiative presents initiative to the Board (maximum time for presentation is ten minutes) 4. At a second commissioner meeting, initiatives may be assigned as an action item for approval
Execution:	It is the responsibility of the RAB Executive to execute implementation, processing, and tracking.

MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER

This Master Services Agreement for Enterprise Services – Governmental Customer (this “**MSA**”) is entered into as of this 16th day of December, 2021 (the “**Effective Date**”), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company, on behalf of itself and its Affiliates (collectively, “**Provider**”), and SNOHOMISH REGIONAL FIRE & RESCUE, a Washington fire protection district formed pursuant to Title 52 RCW (“**Customer**”). For purposes of this MSA, the term “**Affiliate**” shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Each of Provider and Customer may be referred to in this MSA as a “**Party**” and together as the “**Parties**.”

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (as applicable, the “**Services**”). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more “**Service Orders**,” as described in Section 1.2 below.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a “**Service Site**”); (iii) the initial term of the Service Order (the “**Initial Service Term**”); (iv) the pricing for the Service, including (a) the monthly recurring charges (“**MRC**”) for the Service, and (b) any non-recurring charges (“**NRC**”) associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the “**Agreement**.” Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 Additional Documents Comprising Agreement; Order of Precedence. If one or more Service Level Agreements are attached to this MSA as Exhibits (the “**SLA**”), the SLA constitutes a part of this MSA. Customer’s use of any Services purchased pursuant to the Agreement will also be governed by Provider’s Acceptable Use Policy for Commercial Services (the “**AUP**”) which is posted on Provider’s website at <http://wavebusiness.com/commercial-AUP>. Additional provisions that are applicable only to specific types of Services are contained in Provider’s Service-Specific Terms and Conditions (the “**Service-Specific T&Cs**”) which is posted on Provider’s website at <http://wavebusiness.com/serviceterms>. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) this MSA (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

2.1 Term of MSA. The term of this MSA (the “**MSA Term**”) shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth (5th) anniversary of the Effective Date. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term of a Service Order, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, the Service Order will automatically renew for successive periods of one (1) year (each, a “**Renewal Term**”). During any Renewal Term for a Service Order, either Party may terminate the Service Order at the end of the then-current Renewal Term by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the then-current Renewal Term. The total period of time a Service Order is in effect is referred to as the “**Service Term**” for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider's control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Provider Equipment**") necessary to connect Provider's network facilities to the Customer demarcation point(s) at the Service Site (the "**Demarcation Point(s)**"); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Customer Equipment**") from the Demarcation Point(s) to Customer's internal network. Unless a Service Site is within Provider's control, Customer shall be responsible for maintaining appropriate conditions at the Service Site, including HVAC, electrical power, and security. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider's usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the "**Service Commencement Date**"). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider's service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as "**Fees**." Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "**Fee Dispute Notice**"). A Fee Dispute Notice must be submitted to Provider within thirty (30) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such thirty (30) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice. Fee disputes unresolved within that time period shall be resolved by the mediation and arbitration procedures set forth in Sections 11.2 and 11.3 below.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate,

Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, assessments, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively “**Applicable Taxes**”). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under the Agreement (each a separate event of “**Default**”): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer’s on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to Customer’s account manager and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Non-Appropriation. Customer is a public entity subject to legislative appropriation requirements. As a general matter, Customer cannot legally be obligated to make payments for Services that are provided after the end of the fiscal period in which Customer executes a particular Service Order. In the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service Order at issue as a matter of public convenience as provided herein without incurring a Termination Charge or any other early termination fee. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being

terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

6.2 Early Termination for Customer Convenience. Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days' advance written notice to Customer's account manager and to the notice address specified in Article 13 below. Any early termination of a Service pursuant to this Section 6.2 shall be referred to as "**Termination for Customer Convenience.**" In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

6.3 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate this MSA and/or one or more Service Orders prior to the scheduled Expiration Date in the event of an uncured Default by the other Party.

6.4 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The "**Termination Charge**" shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services; and (iv) one hundred percent (100%) of all remaining MRCs Customer was to pay Provider for the Service during the remainder of the applicable Service Term. If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

6.5 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 Definition of Confidential Information. "**Confidential Information**" shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals, as well as network maps or diagrams exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.

7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees, contractors, advisors or consultants that have a need to know for such purposes (with disclosure to contractors, advisors and consultants being limited to contractors, advisors and consultants that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the

enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

7.3 Public Records Act. Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that Washington law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the Public Records Act, chapter 42.56 RCW, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Records Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES

PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

8.6 Disclaimer Regarding HIPAA Compliance. If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not compliant with HIPAA. Provider's operations are generally exempt from HIPAA pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA compliant. Provider will not execute a business associate agreement under HIPAA.

ARTICLE 9 – INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "**Provider Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement.

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "**Customer Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.

ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other severe weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "**Force Majeure Event**"). If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 Good Faith Negotiations. Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a “**Dispute**”) arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a “**Dispute Notice**”). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

11.2 Governing Law. This Agreement and all matters arising out of this Agreement shall be governed by the laws of the State of Washington. Any judicial action arising in connection with this Agreement shall be in the Superior Court of the State of Washington in and for King County, or in the Federal District Court for the Western District of Washington, as applicable.

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party’s consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient’s time). Notices received after 5:00 p.m. (recipient’s time) will be effective the next business day.

If to Provider:

Wave Business Solutions, LLC
3700 Monte Villa Parkway
Bothell, WA 98021
ATTN: Business Solutions

If to Customer:

Snohomish Regional Fire & Rescue
3000 Rockefeller Avenue
Everett, WA 98201
ATTN: Steve Guptill

With a Copy to:

Wave Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Legal Department

With a Copy to:

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.3 Attorneys' Fees. If any proceeding is brought by a Party to enforce or interpret any term or provision of the Agreement, the substantially prevailing Party in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that Party's reasonable attorneys' and experts' fees and expenses.

15.4 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.5 Exhibits. The following Exhibits, which are attached to this MSA, are incorporated herein and by this reference made a part of this MSA:

- EXHIBIT A - Service Level Agreement for Lit Fiber Services
- EXHIBIT B - Service Level Agreement for Dark Fiber & Wavelength Services

15.6 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.7 Counterparts; Electronic Signatures. Any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.

[Signatures on following page.]

The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

CUSTOMER:

Snohomish Regional Fire & Rescue, a Washington
fire protection district

By _____

Name: _____

Title: _____

PROVIDER:

Wave Business Solutions, LLC, a Washington
limited liability company

By _____

Name: _____

Title: _____

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EXHIBIT A
to
Master Services Agreement for Enterprise Services – Governmental Customer

Service Level Agreement for Lit Fiber Services

This Service Level Agreement for Lit Fiber Services (this “SLA”) is a part of the Master Services Agreement for Enterprise Services – Governmental Customer (“MSA”) between Wave Business Solutions, LLC (“WAVE”) and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of lit fiber Services provided by WAVE pursuant to the MSA: (a) dedicated Internet access services, (b) Ethernet transport services, and (c) voice services, including hosted voice.

1. AVAILABILITY SLA

WAVE’s Network is designed to provide a target **Availability of at least 99.99%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.99% Availability	Less than 4 minutes 20 seconds	Target Met
	4 min. 20 sec. up to 2 hours	5%
	> 2 hour up to 6 hours	10%
	> 6 hours up to 12 hours	20%
	> 12 hours up to 24 hours	35%
	> 24 hours	50%

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE (“MTTR”) SLA

In the event of Outages in Services due to failure or malfunction of the WAVE Network or WAVE Equipment, WAVE’s CNOC is designed to provide a **MTTR of 6 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from WAVE on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. PACKET DELIVERY/PACKET LOSS SLA

The WAVE Network is designed to provide **no greater than 0.1% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.1% Packet Loss	0% - 0.1%	Target Met
	> 0.1% - 0.4%	5%
	> 0.4% - 0.7%	10%
	> 0.7% - 1.0%	25%
	> 1.0%	50%

4. LATENCY SLA

The WAVE Network is designed to provide a monthly average one-way Latency not to exceed the following:

- For “Local Market” distances of ≤ 75 miles = 10 ms
- For “Inter-Market” distances of between 76 – 750 miles = 20 ms
- For “Long-Haul” distances of > 750 miles = 50 ms

If the applicable Latency target is not achieved in a given month and WAVE does not remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the WAVE CNOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency	Target Inter-Market Latency	Target Long-Haul Latency	Actual One-Way Latency (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
10 ms or less	20 ms or less	50 ms or less	≤ Target Latency	Target Met
			> Target up to 8 ms over Target	5%
			> 8 ms up to 15 ms over Target	10%
			> 15 ms up to 20 ms over Target	25%
			> 20 ms over Target	50%

5. NETWORK JITTER SLA

The WAVE Backbone Network is designed to have a monthly average one-way Network Jitter not to exceed the following:

- For Local Market distances of ≤ 75 miles = 2 ms
- For Inter-Market distances of between 76 – 750 miles = 5 ms
- For Long-Haul distances of > 750 miles = 15 ms

If the applicable Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Availability” means the ability of Customer to exchange Ethernet packets with the WAVE Network via Customer’s router port.

Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\begin{matrix} \% \text{ Availability} \\ \text{(per calendar month)} \end{matrix} = \frac{\text{(Total Minutes in Month – Total Minutes of Unavailability in Month)}}{\text{Total Minutes in Month}}$$

For Ethernet Transport Services and VoIP Services, Availability is calculated at the individual circuit level, between WAVE’s Backbone Network and the Customer’s router port. For Dedicated Internet Access Services, Availability is calculated from the Customer’s router port through the WAVE Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

“Chronic Outage” means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore “TTR” in excess of WAVE’s targeted MTTR.

“Emergency Maintenance” means WAVE’s efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

“Excused Outage” means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE’s reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer’s agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE’s delivery of the Services to Customer.

“Jitter” or “Network Jitter” refers to a variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as an aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

“Latency” means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on WAVE’s Network to another designated point on WAVE’s Network. Latency is calculated as an aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

“Mean Time to Restore” or “MTTR” means the average time required to restore the WAVE Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the WAVE CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\begin{matrix} \text{MTTR in Hrs} \\ \text{(per calendar month)} \end{matrix} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Packet Loss” means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

“Scheduled Maintenance” means any maintenance of the portion of the WAVE Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the WAVE CNOC upon notification of a Service-related problem. Trouble Tickets may be generated by WAVE pursuant to its internal network monitoring process, or by Customer’s reporting of a problem to the WAVE CNOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE CNOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by WAVE will not provide a basis for Customer credits or Chronic Outage remedies.

“WAVE Backbone Network” means WAVE’s core fiber backbone that connects WAVE’s POPs and regional hubs.

“WAVE’s Commercial Network Operations Center” or “WAVE’s CNOC” means WAVE’s commercial network operations center, which is staffed 24x7x365 and can be reached at: 888-317-0488.

“WAVE Network” means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes Customer’s access port. The “WAVE Network” does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer’s local area network after the demarcation point for the Services provided by WAVE.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the WAVE CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to Customer’s account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to Customer’s account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
 - (c) Provide the following documentation when requesting the remedy:
 - Customer name and contact information;

- Type of remedy requested (e.g., substitution or termination);
- Trouble Ticket numbers for each individual Outage event;
- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 WAVE's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affiliates; (v) Force Majeure Events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) WAVE's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) WAVE's inability to deliver Service by Customer's desired due date.

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EXHIBIT B
to
Master Services Agreement for Enterprise Services – Governmental Customer

Service Level Agreement for Dark Fiber & Wavelength Services

This Service Level Agreement for Dark Fiber & Wavelength Services (this “SLA”) is a part of the Master Services Agreement for Enterprise Services – Governmental Customer (“MSA”) between Wave Business Solutions, LLC (“WAVE”) and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of Services provided by WAVE pursuant to the MSA: (i) dark fiber services, and (ii) wavelength services.

1. AVAILABILITY SLA

WAVE’s dark fiber paths and wavelengths are designed to provide a target Availability of **at least 99.9%** per calendar month. If the Availability target is not met with respect to a given dark fiber path or wavelength in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of dark fiber or wavelength Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected Service.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Service
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

2. MEAN TIME TO RESTORE (“MTTR”) SLA

In the event of Outages in the Services, WAVE’s CNO is designed to provide a MTTR of **no greater than 6 hours**. If the target MTTR is not met for a particular dark fiber path or wavelength in a given calendar month, and Customer receives a Service from WAVE on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Service
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.

4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Availability” means the dark fibers or the wavelength at issue is available to and accessible by Customer at the specified locations, is capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data transmission. Periods of Excused Outage are not included in the Availability metric. WAVE does not monitor the use or availability of dark fiber or wavelength Services, thus any Outage must be reported to WAVE by Customer.

“Chronic Outage” means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore “TTR” in excess of WAVE’s targeted MTTR.

“Emergency Maintenance” means WAVE’s efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in Services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

“Excused Outage” means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE’s reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer’s agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE’s delivery of the Services to Customer.

“Mean Time to Restore” or “MTTR” means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket is with the WAVE CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Scheduled Maintenance” means any maintenance of the portion of the WAVE Network to which Customer’s demarc is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the WAVE CNOC upon notification of a Service-related problem. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE CNOC and open a Trouble Ticket regarding the problem.

“WAVE’s Commercial Network Operations Center” or “WAVE’s CNOC” means WAVE’s commercial network operations center, which is staffed 24x7x365 and can be reached at: 888-317-0488.

“WAVE Network” means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes

Customer's access port. The "WAVE Network" does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer's local area network after the demarcation point for the Services provided by WAVE.

5. CLAIMING CREDITS AND REMEDIES

5.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the WAVE CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
 - (c) Provide the following documentation when requesting the remedy:
 - Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;
 - Date and beginning/end time of each of the claimed Outages;
 - Trouble Ticket number for the Chronic Outage at issue;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

5.2 WAVE's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next

monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.

5.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affiliates; (v) Force Majeure Events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) WAVE's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) WAVE's inability to deliver Service by Customer's desired due date.

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ORDER FOR DARK FIBER AND DATA TRANSPORT SERVICES

This Order for Dark Fiber and Data Transport Services (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company ("Provider"), and SNOHOMISH REGIONAL FIRE & RESCUE, a Washington fire protection district formed pursuant to Title 52 RCW ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services between Provider and Customer dated November 30, 2021 (the "MSA"). All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA.

Section 1: Dark Fiber Services. Provider shall provide to Customer the dark fiber services set forth in the following table (each, a "Service"). The Services shall connect the end points set forth below (each such location, a "Service Site"), using the number of dark fiber strands described below, in exchange for the one-time, non-recurring installation charges ("NRC") set forth below, and the monthly recurring charges ("MRC") set forth below:

Fiber Route Identifier	A Location End Point	Z Location End Point	Description of Fiber	NRC	MRC
Fiber Route 1	3000 Rockefeller Avenue Everett, WA 98201 Demarc Point - MPOE	Logistics Facility 21709 99 th Avenue SE Snohomish, WA 98296	1 strand single mode dark fiber	\$0.00	\$800.00
Fiber Route 2	3000 Rockefeller Avenue Everett, WA 98201 Demarc Point - MPOE	Fire Station 73 22225 45 th Avenue SE Bothell, WA 98021	1 strand single mode dark fiber	\$0.00	\$800.00
Fiber Route 3	3000 Rockefeller Avenue Everett, WA 98201 Demarc Point - MPOE	Fire Station 72 3431 180 th Street SE Bothell, WA 98012	1 strand single mode dark fiber	\$0.00	\$800.00
TOTAL COST:				\$0.00	\$2,400.00

Section 2: Data Transport Services. Provider shall provide to Customer the Ethernet Virtual Private Line data transport services set forth in the following table (each, a "Service"). The Services shall connect the "A Location" and "Z Location" set forth below (each, a "Service Site"), at the bandwidths set forth below, in exchange for the one-time, non-recurring installation charges ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

Circuit Identifier	Bandwidth and Type of Connection	A Location Service Site	Z Location Service Site	NRC	MRC
Circuit 1	10 Gbps EVPL Port Circuit	3000 Rockefeller Avenue Everett, WA 98201 Demarc Point - MMR	N/A	\$0.00	\$224.10
Circuit 2	1 Gbps EVPL Circuit	3000 Rockefeller Avenue Everett, WA 98201 Demarc Point - MMR	Fire Station 83 13717 Division Street Snohomish, WA 98290	\$0.00	\$700.00
Circuit 3	1 Gbps EVPL Circuit	3000 Rockefeller Avenue Everett, WA 98201 Demarc Point - MMR	Fire Station 32 22122 132 nd Street SE Bothell, WA 98021	\$0.00	\$700.00

Circuit 4	1 Gbps EVPL Circuit	3000 Rockefeller Avenue Everett, WA 98201 Demarc Point - MMR	Fire Station 77 6610 Snohomish Cascade Drive Snohomish, WA 98296	\$0.00	\$700.00
Circuit 5	1 Gbps EVPL Circuit	3000 Rockefeller Avenue Everett, WA 98201 Demarc Point - MMR	Fire Station 71 8010 180 th Street SE Snohomish, WA 98296	\$0.00	\$700.00
TOTAL COST:				\$0.00	\$3,024.10

Section 3: Initial Service Term. The Initial Service Term for all of the Services is sixty (60) months.

Section 4: Customer Information.

Account Name: Snohomish Regional Fire & Rescue
Account Executive to Customer: Jeff Stoner

Invoicing Address: 3000 Rockefeller Avenue
Everett, WA 98201
ATTN: Accounts Payable

To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

Customer Site Contact:
Steve Guptill
sguptill@monroefire.org
360-217-2126 (Office)
425-754-4989 (Mobile)

Customer Billing Contact:
Steve Guptill
sguptill@monroefire.org
360-217-2126 (Office)
425-754-4989 (Mobile)

Customer Technical Contact:
Steve Guptill
sguptill@monroefire.org
360-217-2126 (Office)
425-754-4989 (Mobile)

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed the Effective Date of this Service Order.

CUSTOMER:

SNOHOMISH REGIONAL FIRE & RESCUE

By _____

Name: _____

Title: _____

Date: _____

PROVIDER:

WAVE BUSINESS SOLUTIONS, LLC

By _____

Name: _____

Title: _____

Date: _____



Request for Action by the Board (R.A.B)

The purpose of the RAB is to provide a standardized format for presenting initiatives requiring action by the Board of Fire Commissioners. The RAB serves as a guide and checklist intended to provide the detailed, relevant, information needed to help the Board take action on projects, programs, and other initiatives.

Initiative Name:	2022 Supervising Physician Contract-Dr. Talley		
Executive member responsible for guiding the initiative: The RAB Champion	DC Ron Rasmussen		
Type of Action:	<input checked="" type="checkbox"/> Simple Motion	<input type="checkbox"/> Resolution	
Initiative Description:	<p>Replaces Dr. Talley's contract which expired December 31, 2021. This 2022 contract is identical as to form and content with the 2021 contract.</p> <p>NO financial increase. 2021 \$4,000/Month. 2022 \$4,000/Month</p> <p>Request a simple motion: "Authorizing the Fire Chief sign the 2022 Supervising Physician contract as submitted".</p> <p>BOC Meeting Outline New Business 1/13/2022 Action Item 1/27/2022</p>		
<ul style="list-style-type: none"> • Brief Description • Goal of Initiative • Initiative Results (deliverables) • Connection to Strategic Plan • Supporting Documentation (attach) <ul style="list-style-type: none"> ○ Scope of work ○ Contract(s) ○ Project proposal(s) ○ Presentation(s) • Reason RAB must be approved outside of the annual budget process 			
Financial Impact:	<p>Expense: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input checked="" type="checkbox"/> N/A</p> <p>Revenue: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input checked="" type="checkbox"/> N/A</p> <p>Total amount of initiative (attach amount breakdown if applicable): \$ 48,000</p> <p>Initial amount: \$</p> <p>Long-term annual amounts(s): \$ Renegotiated Annually</p> <p>Currently Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ 48,000</p> <p>Budget Amendment Needed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount: \$</p> <ul style="list-style-type: none"> • If yes: Fund(s)/line item(s) to be amended: 		
Risk Assessment:	<p>Risk if approved: None</p> <p>Risk if not approved: Loss of SFR EMS physician oversight. Including QA, Run review, pharmaceutical purchase authorization, and Medical Control representation.</p>		

Legal Review:	<input type="checkbox"/> Initiative conforms with District policy/procedure number (attach): <input checked="" type="checkbox"/> Initiatives that require legal review (contracts, other initiatives): <ul style="list-style-type: none"> • Contracts • Has been reviewed and approved by legal • Includes all costs • Includes term • Includes 'do not exceed' language <input type="checkbox"/> N/A
Presented to, and Approved by, Senior Staff <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Commissioner Sub-Committee Approval	Initiative presented to commissioner sub-committee: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Approved by commissioner sub-committee: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A: <input type="checkbox"/>
For Fire Chief Approval:	<input checked="" type="checkbox"/> RAB document complete <input checked="" type="checkbox"/> Supporting documentation attached <input checked="" type="checkbox"/> Information sent to Fire Chief, Senior Staff, and Board Secretary (Mindy Leber) <p style="text-align: center;"><i>Fire Chief will approve and distribute by email to the Board of Commissioners – champion/senior staff will be cc'd on the email distribution</i></p> <p style="text-align: center;"><i>Fire Chief will coordinate with Senior Staff for RAB introduction</i></p>
Champion: Confirmed email sent to Board by Fire Chief <input type="checkbox"/> Yes <input type="checkbox"/> No	
Board of Fire Commissioners	RAB initiatives go through the following process: <ol style="list-style-type: none"> 1. Senior Staff approval to move forward to a committee/board 2. Initiatives are introduced to the appropriate committee for review 3. Initiatives are introduced at an initial commissioner meeting as a Discussion Item <ul style="list-style-type: none"> ○ The Executive Staff member assigned to develop the initiative (the RAB Champion) presents initiative to the Board (maximum time for presentation is ten minutes) 4. At a second commissioner meeting, initiatives may be assigned as an action item for approval
Execution:	It is the responsibility of the RAB Champion to execute implementation, processing, and tracking.



AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2022, by and between Snohomish Regional Fire and Rescue, hereinafter referred to as “District” and Brad Talley, MD a licensed physician operating within Snohomish County, hereinafter referred to as “Physician”.

RECITALS

WHEREAS the District maintains an emergency medical services program; and

WHEREAS it is necessary to provide to that program a Medical Supervising Physician who provides certain duties as provided below; and

WHEREAS physician has special expertise in the area of emergency medical services;

AGREEMENT

NOW, THEREFORE, be it agreed that Brad E. Talley, MD shall serve as the Medical Supervising Physician to Snohomish Regional Fire and Rescue under the terms and conditions described herein.

1). DESCRIPTION OF PHYSICIAN’S DUTIES

- A. Supervise and help implement continuing medical education with the specific goal being to maintain necessary and appropriate skill levels for District BLS and ALS providers.
- B. Assist and advise in developing standard policy, procedures, and protocol in the District.
- C. Assist in developing strategies and plans to continually improve, standardize, and unify EMS in the District.
- D. Supervise and assist in maintaining on going BLS and ALS recertification programs.
- E. Analyze and recommend additional training skills and services which should be provided with consideration to the following:



- Availability of training
- Community need
- Facility and manpower availability
- Financial resources
- Adequate medical supervision

- F. Review BLS and ALS runs deemed necessary by the Medical Services Administrator, with written comments and returned to provider with follow-up using the ESO QM module.
- G. Evaluate paramedic performance and recommend education, remedial training and pertinent medical considerations to the County Medical Program Director as necessary.
- H. Meet with the Fire Chief and Medical Services Administrator on a yearly basis concerning EMS issues and planning and recommend to the DISTRICT improvements in Emergency Medical Services.
- I. Analyze and recommend improvements in record keeping, including Medical Incident Reporting and accumulation of meaningful data relative to emergency medical services.
- J. Monitor and enhance coordination and relationships between the District's Emergency Medical Personnel and Hospital Medical Staff, including ER Physicians and nursing staff.
- K. Supervise ordering, dispensing and administering controlled substances in accordance with State and Federal regulations and guidelines.
- L. Provide liaison with the County and State governments pertaining to emergency medical services as requested by the Fire Chief.
- M. Act under the direct supervision of the Fire Chief and provide regular communications with the Fire Chief or designee regarding programs, services and medical policies relating to the position of Medical Supervising Physician.
- N. Assist the District in public relations pertaining to the District's emergency medical services program as requested by the Fire Chief or designee.
- O. Represent the District at quarterly Medical Control Meetings.



- P. Provide such other and further services as are mutually agreed upon by the parties.
- Q. Provide in person, or by qualified replacement, at least monthly, One (1), two (2) hour training session for the purpose of providing required continued medical education for Paramedic personnel.

2). DELEGATION OF DUTIES: Whenever the Physician because of absence from the area for a period longer than four weeks, is or would be unavailable to perform the duties and responsibilities of this contract, the Physician shall appoint a qualified replacement to perform and assume his/her contract duties and responsibilities in the Physician's absence, all at no additional expense to the District. The Physician further agrees to provide reasonable advance notice to the Fire Chief or designee of such absences and appointments.

3). PHYSICIAN QUALIFICATIONS.

- A. Physician must be a licensed practitioner in the state of Washington with appropriate clinical privileges in the specialty area of the Emergency Medicine.
- B. Any suspension or loss of the above Physician qualification shall constitute automatic termination of this MDAS Agreement, without need for further notice.

4). RELATION OF PARTIES: The parties to this agreement agree that the Physician is a professional person and that the status of the Physician is one of an independent contractor. The Physician is not an employee of the District and is not entitled to the benefits provided by the District to its employees including, but not limited to, group insurance and pension plans. The Physician may practice his/her profession for others during those periods when he/she is not performing work under this agreement for the District.

5). DURATION: The term of this agreement shall be from **January 1, 2022, to December 31, 2022**. It is understood the District or the Physician may voluntarily terminate this contract without cause by providing thirty (30) days advance written notice to the other. It is further understood that this agreement may be renewed in writing on terms and conditions agreeable to both parties after notice by either party prior to the termination of this agreement.



6). COMPENSATION: The District agrees to pay physician the sum of **\$4,000** per month for services as Physician of Emergency Medical Services as set forth in this agreement. Physician shall keep accurate records of the date and amount of time spent rendering services pursuant to this agreement. Physician shall invoice the District on a monthly basis for services provided the prior month and the District shall pay such invoices within 30 days of receipt.

7). PATIENT PRIVACY: Physician shall carry out Physician obligations under this Agreement in compliance with the privacy regulations pursuant to the Health Insurance Portability and Accountability Act and chapter 70.02 RCW the Washington Health Care Information Act (collectively referred to as "Privacy Acts,") to protect the privacy of all patient protected health information ("PHI") as defined under the Privacy Acts that is collected, processed or learned as a result of the medical control services provided to the District by Physician.

8). Entire Agreement: This instrument contains the entire Agreement of the parties with respect to the subject matter contained herein. It may not be changed orally but only by an Agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

Snohomish Regional Fire and Rescue

PHYSICIAN

Kevin O'Brien, Fire Chief

Brad E. Talley, MD

NEW BUSINESS - DISCUSSION

NEW BUSINESS - ACTION

COMMITTEE REPORTS

OTHER MEETINGS ATTENDED

EXECUTIVE SESSION