



## RESOLUTION NO. U-11044

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A RESOLUTION related to the purchase of materials, supplies, equipment and the furnishing of services; authorizing the City officials to enter into contracts and, where specified, waive competitive bidding requirements, authorize sale of surplus property, or increase or extend existing agreements.

WHEREAS the City of Tacoma, Department of Public Utilities, requested bids/proposals for the purchase of certain materials, supplies, equipment and/or the furnishing of certain services, or proposes to purchase off an agreement previously competitively bid and entered into by another governmental entity, or for the sales of surplus, or desires to increase and/or extend an existing agreement, all as explained by the attached Exhibit "A," which by this reference is incorporated herein, and

WHEREAS in response thereto, bids/proposals (or prices from another governmental agreement) were received, all as evidenced by Exhibit "A," and

WHEREAS the Board of Contracts and Awards and/or the requesting division have heretofore made their recommendations, which may include waiver of the formal competitive bid process because it was not practicable to follow said process, or because the purchase is from a single source, or there is an emergency that requires such waiver, and/or waiver of minor deviations, and in the case of sale of surplus, a declaration of surplus has been made certifying that said items are no longer essential for continued effective utility service, as explained in Exhibit "A," and



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WHEREAS the Director requests authorization, pursuant to TMC 1.06.269 A, to amend contract amounts up to \$200,000 and to approve term extensions and renewals for all items contained in Exhibit "A;" Now, therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That the Public Utility Board of the City of Tacoma hereby concurs and approves the recommendations of the Board of Contracts and Awards and/or the requesting division, and approves, as appropriate: (1) the purchase and/or furnishing of those materials, supplies, equipment or services recommended for acceptance; (2) the sale of surplus materials, supplies or equipment recommended for acceptance; (3) the Interlocal agreement that authorizes purchase off another governmental entity's contract; (4) the increase and/or extension of an existing agreement, and said matters may include waiver of the formal competitive bid process and/or waiver of minor deviations, all as set forth on Exhibit "A," and authorizes the execution, delivery and implementation of appropriate notices, contracts and documents by the proper officers of the City for said transactions, and (5) the administrative authority of the Director, per TMC 1.06.269 A., to amend contract amounts up to \$200,000 and to approve term extensions and contract renewals for all items in Exhibit "A."

Approved as to form and legality:

  
\_\_\_\_\_  
Chief Deputy City Attorney

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk

Adopted \_\_\_\_\_



**TO:** Board of Contracts and Awards  
**FROM:** Andrew Cherullo, Director, Finance Department  
Patsy Best, Procurement and Payable Manager  
**COPY:** Public Utility Board, Director of Utilities, Board Clerk, City Council, City Manager,  
City Clerk, SBE Coordinator, LEAP Coordinator, and Kimberly Ward  
Finance/Purchasing  
**SUBJECT:** Anixter Contract for Warehouse Stock Supplies  
Request for Bids Specification No. CT18-0335F MRP Supplies - Electrical  
Connectors and Hardware and CT18-0333F MRP Supplies - Adapters, Cables,  
Crimpits, Bus, Straps, and Terminals, Contract No. 4600013467 – December 12,  
2018, December 18, 2018  
**DATE:** December 5, 2018

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**RECOMMENDATION SUMMARY:**

The Finance Department, Procurement and Payables Division, recommends a contract be awarded to Anixter Inc., Glenview, IL, for as-needed purchases of warehouse stock items in the amount of \$100,000, plus applicable taxes, for an initial contract term of one year with the option to renew for five optional one year renewals for a projected contract amount of \$600,000, plus applicable taxes.

**STRATEGIC POLICY PRIORITY:**

- Strengthen and support a safe city with healthy residents.
- Ensure all Tacoma residents are valued and have access to resources to meet their needs.

This contract will provide supplies needed for multiple projects across both General Government and Tacoma Public Utilities departments taking advantage of economies of scale.

**BACKGROUND:**

Currently items stocked in our warehouses are repeatedly solicited on an as-needed basis as determined by a Materials Resource Planning (MRP) system. These bids are conducted on a regular basis by two buyers in our Purchasing Division, processing approximately 200 of these bids annually.

**ISSUE:** By awarding master contracts, the MRP system will operate more efficiently by eliminating these repetitive bids and the redundancy of bidding out the same items. Also, by having a multi-year contract in place based on estimated usage, we will be able to take advantage of contract pricing and volume discounts.

The Purchasing Division strategically plans to solicit bids for 3000+ warehouse stock items over a series of approximately 20 bids. Items will be added to a Master Contract for each vendor. Although this request contains only the Specifications CT18-0335F and CT18-0333F, the dollar value includes anticipated funds to cover the items Anixter may be awarded over the remainder of the warehouse stock solicitations.



ALTERNATIVES: The alternative would be to continue to bid on items as needed. This would continue with the current redundancy and inefficiencies as well as not allow us to take advantage of the deeper discounts with the increased volume.

**COMPETITIVE SOLICITATION:**

Request for Bids Specification No. CT18-0335F was opened September 11, 2018. Forty companies were invited to bid in addition to normal advertising of the project. Three submittals were received. All items were awarded to the lowest bidder for each item. Therefore, all three suppliers were awarded items from the RFB. Below is a breakdown of those items.

<u>Respondent</u>	<u>Location</u> <i>(city and state)</i>	<u># of items awarded</u>
<b>Anixter, Inc.</b>	<b>Glenview, IL</b>	<b>68</b>
General Pacific, Inc.	Fairview, OR	84
Graybar, Inc.	St. Louis, MO	18

Request for Bids Specification No. CT18-0333F was opened August 28, 2018. Forty companies were invited to bid in addition to normal advertising of the project. Three submittals were received. All items were awarded to the lowest bidder for each item. Therefore, all three suppliers were awarded items from the RFB. Below is a breakdown of those items.

<u>Respondent</u>	<u>Location</u> <i>(city and state)</i>	<u># of items awarded</u>
<b>Anixter, Inc.</b>	<b>Glenview, IL</b>	<b>39</b>
General Pacific, Inc.	Fairview, OR	18
Graybar, Inc.	St. Louis, MO	5

CONTRACT HISTORY: New Contract

SUSTAINABILITY: Anixter reduces energy consumption through innovative technologies, equipment and control systems. They are focused on reducing waste by utilizing fewer materials and natural resources by increasing recycled content. They also maintain a global no idling policy.

SBE/LEAP COMPLIANCE: Not applicable



**FISCAL IMPACT:**

**EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Various Departments	Various		
<b>TOTAL</b>			

**REVENUES:**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
<b>TOTAL</b>			

**FISCAL IMPACT TO CURRENT BIENNIAL BUDGET:** Various department budgets

**ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED?** Various – funds for the contract are provided by the individual departments using the contract. Funding beyond the current biennium is subject to future availability of funds. The user departments are billed directly for their purchases.

**IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.** N/A

**APPROVED:**

Jackie Flowers / Director of Utilities



**TO:** Board of Contracts and Awards  
**FROM:** Andrew Cherullo, Director, Finance Department  
 Patsy Best, Procurement and Payable Manager  
**COPY:** Public Utility Board, Director of Utilities, Board Clerk, City Council, City Manager,  
 City Clerk, SBE Coordinator, LEAP Coordinator, and Kimberly Ward  
 Finance/Purchasing  
**SUBJECT:** Increase Contract for Rental and Servicing of Portable Restrooms and Pump Out  
 Services  
 Request for Bids Specification No. CT17-0097F, Contract No. C209 – December  
 12, 2018, December 18, 2018  
**DATE:** December 5, 2018

**RECOMMENDATION SUMMARY:**

The Finance Department, Procurement and Payables Division, requests approval to increase Citywide Contract C209 with United Site Services Nevada, Inc., Phoenix, AZ, by \$400,000, plus applicable taxes, for the rental and service of portable toilets, sinks and handwashing stations. This increase will bring the contract to a cumulative total of \$600,000, plus applicable taxes.

**STRATEGIC POLICY PRIORITY:**

- Strengthen and support a safe city with healthy residents.
- Ensure all Tacoma residents are valued and have access to resources to meet their needs.

This contract provides clean and sanitary portable restrooms for residents at various City of Tacoma special events as well as multiple project locations. It has also recently provided portable restrooms for transient encampments.

**BACKGROUND:**

The City executed a citywide contract with United Site Services of Nevada in June of 2017 for the purpose of renting and servicing portable toilets, sinks, and handwashing stations. One amendment has been executed extending the contract for one year.

**ISSUE:** When the contract was executed, history showed nine (9) departments utilizing the contract with an estimating yearly spend of approximately \$36,000. The initial contract value was set at \$200,000. After contract execution, seven (7) additional departments have begun using this agreement creating spend that was not anticipated. One large new project, the transient encampments, also created unforeseen spend of over \$53,000 in 2018 alone. Current spend breaks down to an estimated \$120,000 a year for a new cumulative total of \$600,000. An increase of \$400,000 is being requested to ensure contract viability until the potential expiration date of June 30, 2022.

**ALTERNATIVES:** One alternative would be for the city to purchase their own units and hire additional staff to clean and transport these units. Managing this workforce would be difficult as the workforce changes significantly by the season. Another alternative would be to get rid of these services which would significantly broaden health and safety concerns of not only our residents, but our employees



**CONTRACT HISTORY:** This contract was originally awarded to United Site Services of Nevada as a result of Specification No. CT17-0097F in June 2017. It was originally established as a two year contract with three optional one year renewals. Having no issues thus far, we anticipate using the additional three renewal options for a potential expiration date of June 30, 2022.

**SUSTAINABILITY:** Portable restrooms reduce fresh water usage by approximately 13 million gallons per day. Use of formaldehyde-free toilet deodorizers, aerosol free hand pumps, non-caustic, non-flammable cleaning solutions are utilized to eliminate harmful chemicals.

**SBE/LEAP COMPLIANCE:** Not Applicable

**FISCAL IMPACT:**

**EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Various Departments	Various		
<b>TOTAL</b>			

**REVENUES:**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
<b>TOTAL</b>			



**FISCAL IMPACT TO CURRENT BIENNIAL BUDGET:** Various department budgets

**ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED?** Various – funds for the contract are provided by the individual departments using the contract. Funding beyond the current biennium is subject to future availability of funds. The user departments are billed directly for their purchases.

**IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.** N/A

Approved:

Jackie Flowers / Director of Utilities



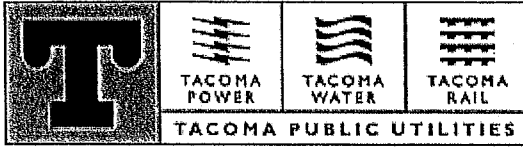


EXHIBIT "A"

RESOLUTION NO.: U-11044  
ITEM NO.: #3  
MEETING DATE: 12-12-18

**TO:** Board of Contracts and Awards  
**FROM:** Chris Robinson, Power Superintendent/COO  
John B. Lawrence, UTS Section Manager; and Rick Munson, UTS Assistant  
Section Manager and Project Sponsor  
**COPY:** Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP  
Coordinator, and Richelle Krienke, Finance/Purchasing  
**SUBJECT:** Increase Contract for Dark Fiber Lease Agreement  
Public Utility District No. 1 of Lewis County/WAN Modernization Project, SAP  
Contract No. 4600013052 – December 12, 2018  
**DATE:** November 30, 2018

**RECOMMENDATION SUMMARY:**

Tacoma Power and Utility Technology Services (UTS) request approval to increase contract 4600013052 with Public Utility District (PUD) No. 1 of Lewis County by \$52,098.78 to construct and lease a dark fiber network link between TPU's Mayfield project boundary and the PUD's Salkum Substation. The contract increase has an initial contract term of 1 year and annual renewals for 7 years, bringing the contract to a cumulative total of \$228,624.78, plus any applicable taxes.

**BACKGROUND:**

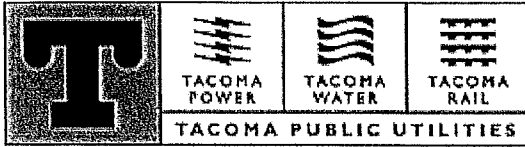
ISSUE: TPU operates its wide area network (WAN) to support the utility's operations at both local and remote locations, which allows automated systems to work together with very high availability. Currently TPU's Mayfield project operations have network connectivity back to TPU's main campus via microwave links, which face capacity constraints with current usage and could experience an outage and put operations at risk if links become unavailable or go down. Establishing a fiber link between the Mayfield project site and an external network provides TPU with greater network capacity and needed redundancy to other locations including TPU's main campus.

**ALTERNATIVES:**

1. Deferring construction leaves TPU unable to provide additional network capacity for new business needs and exposes TPU to the risk of a network service interruption affecting operations at the Mayfield project site and beyond.
2. No other commercial providers offer network connectivity services in this geographic area.
3. TPU engaged Bonneville Power Authority (BPA) to construct and lease a network link along a comparable path but was unsuccessful in establishing a suitable solution.
4. If TPU were to construct a fiber link itself, it would cost far more and take much longer to complete than partnering with PUD.

**CONTRACT HISTORY:** This contract was originally awarded to Public Utility District No. 1 of Lewis County in December, 2017, in the amount of \$176,526, as an interagency contract.

**SBE/LEAP COMPLIANCE:** Not applicable.



**FISCAL IMPACT:**

**EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Fund 4700	PWR-00945-02	various	\$41,538.78
Fund 4700	568000	various	\$10,560.00
<b>TOTAL</b>			<b>\$52,098.78</b>

\* General Fund: Include Department

**REVENUES:**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
<b>TOTAL</b>			

**FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$44,178.78 (2019/2020)**

**ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes**

**IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A**

Chris Robinson, Power Superintendent/COO

**APPROVED:**

Jackie Flowers, Director of Utilities

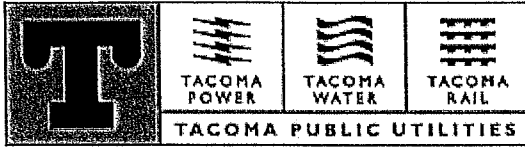


EXHIBIT "A"

RESOLUTION NO.: U-11044  
ITEM NO.: #4  
MEETING DATE: 12-12-18

**TO:** Board of Contracts and Awards  
**FROM:** Chris Robinson, Power Superintendent/COO  
John B. Lawrence, UTS Section Manager; and Rick Munson, UTS Assistant  
Section Manager and Project Sponsor  
**COPY:** Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP  
Coordinator, and Richelle Krienke, Finance/Purchasing  
**SUBJECT:** Increase Contract for Wide Area Network Hardware, Professional Services,  
Training and Maintenance/Support Services  
Nokia/WAN Modernization Project, SAP Contract No. 4600013351 – December  
12, 2018  
**DATE:** November 30, 2018

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**RECOMMENDATION SUMMARY:**

Tacoma Power and Utility Technology Services (UTS) request approval to increase contract 4600013351 with Nokia of America Corporation, Irving, TX, by \$1,776,938.60 to purchase hardware, equipment, software and licensing, services, training, and maintenance/support services for TPU's wide area network (WAN) telecommunications system. This increase has an initial term of one year for professional services and seven years for maintenance/support services, and will bring the contract to a cumulative total of \$7,001,016.15, plus any applicable taxes.

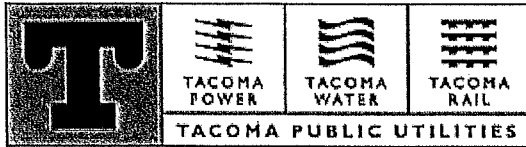
**BACKGROUND:**

ISSUE: TPU operates its wide area network (WAN) to support the utility's operations across its many locations. The TPU WAN allows automated systems to work together with very high availability. The WAN Modernization project began in late 2017 to upgrade and extend the network and to increase its throughput. While the project team completed its proposed network redesign blueprint in mid-2018, it came across additional business requirements:

- increase network capabilities and capacity at additional locations (e.g., Nisqually and Lacamas Substations)
- deliver improved and more timely testing and technical troubleshooting while reducing risk using an isolated, production-like environment
- ensure secure, up-to-date networking administration and monitoring software with predictable update costs for the next seven years with a prepaid software subscription service
- ramp up technical staff knowledge and implement operational best practices more quickly by deploying specialized technical consulting services

**ALTERNATIVES:**

1. Declining to implement network changes at additional locations will constrain TPU's network plans. For example, upgrades at the Nisqually Substation serve as a prerequisite in making available crucial advanced network services.
2. Deferring the network development environment implementation will result in delays to benefitting from network improvements and will burden TPU with greater technical risk until then.



3. Declining the software subscription service updates may result in applying fewer or later security updates and bug fixes, as well as a potential loss of vendor support due to out-of-date software.
4. Bypassing technical consulting services would result in a reinventing the wheel situation when deploying best practices for network monitoring and administration.
5. Deferring on the proposed upgrades in the Nokia contract amendment would preclude TPU from receiving an additional 20.77% discount on pricing, which is based on the competitively solicited National Association of State Procurement Officials (NASPO) contract 05715. TPU has negotiated the additional discount if it executes both the new contract with the Water Division (in a separate request) along with this contract amendment for Power.

**CONTRACT HISTORY:** This contract was originally awarded to Nokia Corporation of America in November, 2017, in the amount of \$5,224,077.55, under the competitively solicited National Association of State Procurement Officials (NASPO) contract 05715.

**SBE/LEAP COMPLIANCE:** Not applicable.

**FISCAL IMPACT:**

**EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Fund 4700	PWR-00945-02	various	\$508,286.30
Fund 4700	568000	various	\$1,268,652.30
<b>TOTAL</b>			<b>\$1,776,938.60</b>

\* General Fund: Include Department

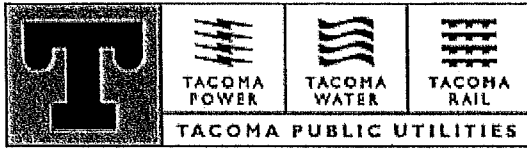
**REVENUES:**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
<b>TOTAL</b>			

**FISCAL IMPACT TO CURRENT BIENNIAL BUDGET:** \$1,776,938.60 (2019)

**ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED?** Yes

**IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.** N/A



A handwritten signature in black ink, appearing to read 'Chris Robinson', with a long horizontal flourish extending to the right.

Chris Robinson, Power Superintendent/COO

APPROVED:

A handwritten signature in black ink, appearing to read 'Jackie Flowers', with a long horizontal flourish extending to the right.

Jackie Flowers, Director of Utilities

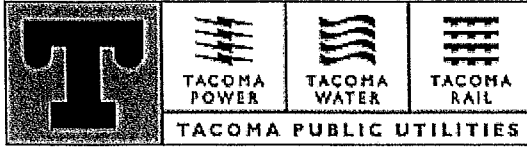


EXHIBIT "A"

RESOLUTION NO.: U-11044  
ITEM NO.: #5  
MEETING DATE: 12-12-18

**TO:** Board of Contracts and Awards  
**FROM:** Scott Dewhirst, Water Superintendent  
Chris McMeen, Water Superintendent Deputy *CM*  
John Luu, Water Senior Principal Engineer *JTL*  
**COPY:** Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP  
Coordinator, and Doreen Klaaskate, Finance/Purchasing  
**SUBJECT:** Contract for Wide Area Network Hardware, Professional Services, and  
Support/Maintenance Services  
Nokia/WAN Modernization Project – December 12, 2018  
**DATE:** November 30, 2018

**RECOMMENDATION SUMMARY:**

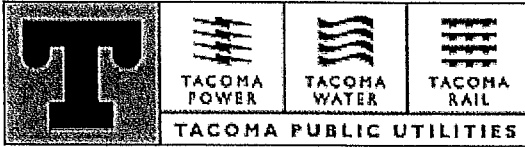
Tacoma Water and Utility Technology Services (UTS) recommend a contract be awarded to Nokia of America Corporation, Murray Hill, NJ in the amount of \$445,049.17, for hardware, equipment, software and licensing, and support and maintenance services, with an initial contract term of one year for professional services and seven years for maintenance services, for a projected contract amount of \$445,049.17, plus any applicable taxes.

**BACKGROUND:**

ISSUE: Water operates a Wide Area Network (WAN) telecommunications system to support its operations at both local and remote locations and to allow automated systems to work together with very high availability. This network is critical to the communication and infrastructure control between Tacoma and the Green River Facilities as well as the Green River Watershed. To date, Water maintained its network capabilities by relying on vendor resources for support, and contracting with third party vendors for monitoring and maintenance support. As network hardware and software has reached end of life without vendor support, the existing Water network infrastructure lacks a technical path to improve capabilities, manage support costs, and control risks due to unsupported software/hardware. This contract with Nokia allows Water to address the situation by upgrading its network hardware and software. This will result in vendor-supported equipment, and costs that are more predictable by moving previously outsourced support needs to Tacoma Power's Utility Technology Services group.

ALTERNATIVES: The do-nothing option will lead to rising support costs, greater technical risks, and an inability to improve technical capabilities. Considering another vendor besides Nokia will lengthen the time to upgrade, offer no clear cost advantage, and reduce the potential to leverage technical staff or common network technologies with Power.

**COMPETITIVE SOLICITATION:** This contract is based on the competitively solicited cooperative purchasing agreement that the State of Washington Department of Enterprise Services executed with Nokia as part of the NASPO ValuePoint Cooperative Purchasing Program (master agreement number 05715). In addition to the NASPO pricing, TPU has negotiated an additional 20.77% discount if it executes both the Power contract amendment (in a separate request) along with this new contract for Water. Water's pricing from this contract essentially matches that from the initial contract that the Power Division negotiated previously with Nokia for the WAN Modernization project covering a much larger purchase.



CONTRACT HISTORY: New contract

SBE/LEAP COMPLIANCE: Not applicable.

**FISCAL IMPACT:**

**EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Fund 4600	WTR-00475	various	\$319,241.90
Fund 4600	20000080201	various	\$125,807.27
<b>TOTAL</b>			<b>\$445,049.17</b>

\* General Fund: Include Department

**REVENUES:**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
<b>TOTAL</b>			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$445,049.17 (2019)

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A

Scott Dewhirst, Water Superintendent

APPROVED:

Jackie Flowers, Director of Utilities

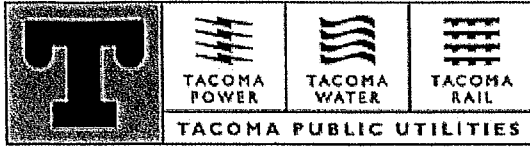


EXHIBIT "A"

RESOLUTION NO.: U-11044

ITEM NO.: #6

MEETING DATE: DECEMBER 12, 2018

**TO:** Board of Contracts and Awards  
**FROM:** Craig Downs, Interim Water Quality Manager, Tacoma Water  
Kim DeFolo, Principal Engineer, Tacoma Water/Water Quality  
**COPY:** Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP  
Coordinator, and Doreen Klaaskate, Finance/Purchasing.  
**SUBJECT:** Increase and extend the contract for Green River Filtration Facility Operations  
and Optimization Engineering Consultant  
Request for Qualifications Specification No. WQ17-0031F, Contract No.  
4600012549 – December 12, 2018  
**DATE:** November 29, 2018

**RECOMMENDATION SUMMARY:** Tacoma Water requests approval to increase Contract No. 4600012549, to Carollo Engineers Inc, Seattle, Washington, by \$149,640.00, plus any applicable taxes, for engineering services related to the Green River Filtration Facility operations and optimization of treatment processes. This increase will bring the contract to a cumulative total of \$249,620.00, plus any applicable taxes. Additionally, an extension of the contract expiration date to December 31, 2020 is requested to complete the increased scope of work attached in Exhibit A-1.

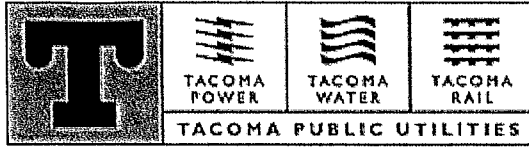
**BACKGROUND:**

Tacoma Water has used the Green River as its primary drinking water supply since 1913. Until 2014, the Green River supply was unfiltered. The Green River Filtration Facility began operations in December 2014. In four years of filtration facility operation, Tacoma Water has continued to gain deeper understanding of the treatment processes and has increasingly worked to optimize operations. Carollo Engineers Inc was competitively selected in 2017 to provide engineering support for treatment process optimization and operational troubleshooting as needed. In the original Request for Qualifications, Tacoma Water evaluated the statements of qualifications of three engineering firms based on statements of interest, project understanding and approach, the proposed project team, and qualifications and related projects. Based on those criteria, Tacoma Water found Carollo Engineers Inc to be the most qualified team.

In 2017 and 2018, under the original contract, Carollo Engineers Inc provided technical guidance as Tacoma Water performed initial filtration facility optimization work. The firm also provided troubleshooting support related to treatment process issues and provided limited structural engineering evaluation for onsite modifications and repairs. In the upcoming period, Tacoma Water and Carollo Engineers Inc will continue to evaluate the data collected in 2017 and 2018, perform additional monitoring and testing, and investigate previously unscoped issues such as manganese in the distribution system and solids handling optimization.

**ISSUE:** Four years of operational experience is a relatively limited period. Although Tacoma Water has made considerable progress over those four years, internal staff does not have the comprehensive experience to plan for, react to, and improve upon all potential water treatment issues at the filtration facility. Outside technical support continues to be advantageous to allow additional optimization of Green River Filtration Facility processes.





This support benefits Tacoma Water customers by continuing to optimize costs, maintain high quality water, and limit regulatory compliance issues.

**ALTERNATIVES:** Tacoma Water currently provides internal engineering support to the Green River Filtration Facility; if Carollo Engineers Inc’s contract was not extended, that internal support could be increased. Internal engineering staff, however, does not have the broad knowledge base and experience to draw upon that Carollo Engineers Inc does. The Green River Filtration Facility is a complex facility, and Carollo Engineers Inc brings national expertise from a variety of senior professionals to carefully consider technical issues at the facility, including biological filtration, sedimentation, seasonal manganese control, dewatering polymer conversion, and cyanotoxin response planning. Tacoma Water staff performs the majority of the related work, with Carollo Engineers Inc providing focused technical guidance.

**CONTRACT HISTORY:** This contract was originally awarded to Carollo Engineers Inc as a result of Request for Qualifications Specification No. WQ17-0031F in May 2017 in the amount of \$99,980.00. That contract expires December 31, 2018. The original contract included the potential for two 2-year renewal periods. Amendment No. 1 will bring the cumulative total to \$249,620.00, and extends the contract through the first renewal period to December 31, 2020.

**SBE/LEAP COMPLIANCE:** Not applicable.

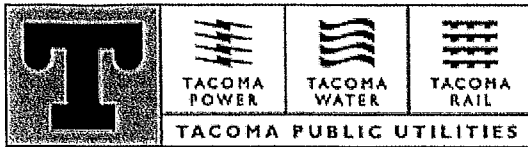
**FISCAL IMPACT:**

**EXPENDITURES:**

FUND NUMBER & FUND NAME	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4600 – Water Fund 2017/2018	583200/588320	5310100	\$70,000.00
4600 – Water Fund 2019/2020	583200/588320	5310100	\$179,620.00
<b>TOTAL</b>			

**REVENUES:**

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
<b>TOTAL</b>			



**FISCAL IMPACT TO CURRENT BIENNIAL BUDGET:** Approximately \$70,000.00 will be spent by the end of 2018 under the original contract. The remainder will be spent in 2019/2020.

**ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED?** Yes.

**IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.** N/A.

A handwritten signature in black ink, appearing to read 'Scott Dewhirst', is written above the name.

Scott Dewhirst, Water Superintendent

APPROVED:

A handwritten signature in black ink, appearing to read 'Jackie Flowers', is written above the name. A horizontal line extends from the end of the signature to the right.

Jackie Flowers / Director of Utilities

## AMENDMENT NO. 1 TO CONTRACT NO. 4600012549

**THIS AMENDMENT** is made and entered into effective as of the 31st day of December, 2018 ("Effective Date"), by and between the **CITY OF TACOMA**, a municipal corporation of the State of Washington (hereinafter called the "CITY") and **CAROLLO ENGINEERS, INC.**, a Delaware State corporation (hereinafter called the "CONTRACTOR").

**WHEREAS**, effective May 10, 2017, the CITY and the CONTRACTOR entered into a Contract for engineering services related to the Green River Filtration Facility operations and optimization of treatment processes (herein "Contract") in the amount of \$99,980 and with a termination date of December 31, 2018, with CITY's option of two additional two-year terms; and

**WHEREAS** CITY's need for the services under the Contract is ongoing, and the CITY and CONTRACTOR desire to amend the Contract in order to supplement the original scope of work to include the services and deliverables shown on Exhibit A-1, and to correspondingly increase the compensation allowed under the Contract by \$149,640 for a new not to exceed amount of \$249,620 to be paid according to the rates and charges set forth in Exhibit B-1 and to extend the termination date to December 31, 2020, and

**NOW, THEREFORE**, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

1. The Scope of Work, authorized under Exhibit "A" of the Contract, is hereby amended to include the "Scope of Services – Amendment 1" attached as Exhibit "A-1" to this Amendment and incorporated herein.
2. The sum authorized for services under the Agreement is hereby increased by \$149,640 from \$99,980 to \$249,620, to be paid in accordance with the Budget Estimate attached hereto as Exhibit "B-1" and incorporated herein.
3. The termination date of the Contract is hereby extended from December 31, 2018, to December 31, 2020.
4. All other terms of the Contract, together with all exhibits, are hereby ratified and shall remain in full force and effect, unaltered by this Amendment.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the Effective Date first written above.

CITY OF TACOMA

CAROLLO ENGINEERS, INC.

\_\_\_\_\_  
Jackie Flowers, Director of Utilities

\_\_\_\_\_  
Authorized Representative of Contractor

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Tax ID.: \_\_\_\_\_

\_\_\_\_\_  
Scott Dewhirst, Water Superintendent

\_\_\_\_\_  
Authorized Representative of Contractor

\_\_\_\_\_  
Andrew Cherullo, Finance Director

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Deputy City Attorney

EXHIBIT "A-1"

EXHIBIT "A-1"

SCOPE OF SERVICES - AMENDMENT 1

CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES,  
WATER DIVISION (TACOMA WATER)  
(OWNER)

AND

CAROLLO ENGINEERS, INC.  
(CONSULTANT)

**PURPOSE OF PROJECT**

The City of Tacoma, Department of Public Utilities, Water Division (Tacoma Water) has operated the Green River Filtration Facility (GRFF) since its start-up in December 2014. Through operational experience, Tacoma Water has continued to gain deeper understanding of each process and is working towards optimized plant operations. The purpose of this project is for the CONSULTANT to provide technical services to assist Tacoma Water in optimizing operation of the GRFF. Under the original contract, efforts focused on the four following areas:

- Supporting filter surveillance to assess filter performance.
- Providing recommendations for ongoing monitoring of biofilter performance.
- Optimizing chemical dosing and settled turbidity.
- Controlling seasonal manganese.

Additional support was also provided for unscoped items that arose during this time period.

This amendment will extend the timeline of the original contract, to allow continued support of the above focus areas, and add additional scope for the following:

- In depth review of biological monitoring results and recommendations.
- Brief exploration of Partnership for Safe Water requirements and application process.
- In depth review of manganese (Mn) sampling results and recommendations.
- Analysis of Mn associated turbidity in P5 and recommendations for minimizing the impacts to customers.
- Support for the redesign of Grid 2 Flash Mix.
- Support for planning, testing, and potentially converting to dry polymer in the mechanical dewatering process.
- Review of Tacoma Water's existing cyanotoxin response plan and recommendations for modifications.

Tasks to be completed by the City include:

- Provide existing plant operation and optimization data requested by CONSULTANT.
- Attend meetings and workshops.

- Review deliverables.
- Perform field activities for monitoring or sampling as indicated in the action plans for each task.

CONSULTANT team will closely work with Tacoma Water to support the on-going optimization effort. This new effort is anticipated to be completed in December 2020.

### **TASK 1 - FACILITY AND OPERATIONS REVIEW**

No changes.

### **TASK 2 - Initial Filter Evaluation**

CONSULTANT to complete review and recommendation activities as described in original scope.

### **TASK 3 - Biological Control**

As part of the original scope of work, Tacoma Water and the CONSULTANT developed TM 1 - Biological Filtration Summary and Recommendation which described parameters and frequency of sampling to establish a baseline for biological filtration assessment and optimization. This baseline sampling will be completed by the end of 2018.

#### **Task 3.2 Optimization Options**

Following completion of the baseline sampling, CONSULTANT shall review the collected microbial and water quality data and develop options for biological filtration optimization based on this data. These options are anticipated to include:

- Status Quo: Continue to operate per current practice and perform reduced monitoring as part of normal filter surveillance.
- Operational adjustments: Identify specific water quality constituents as targets and make operational adjustments (loading rate, run time, etc.) to determine if target constituents can be removed more completely.
- Engineered adjustments: Identify specific water quality constituents as targets and make engineered adjustments (such as adding hydrogen peroxide or nutrients) to determine if target constituents can be removed more completely.

These options will be discussed at an onsite Biological Filtration Optimization Options Workshop. Tacoma Water will select which options to implement. Following this selection, CONSULTANT will prepare TM 1A - Biological Filtration Optimization Options, which will summarize the presented options, identify the options selected for implementation, and provide an outline for conducting pilot scale testing. This outline is intended to provide high level guidance for Tacoma Water to develop a detailed plan for implementation.

A conference call will be held with Tacoma Water staff to review the TM and discuss implementation of pilot work.

Following any pilot work, the CONSULTANT will hold a conference call to review the data with Tacoma Water staff and identify next steps for full scale implementation, if warranted.

An allowance will be provided under this task to complete additional microbial analysis if determined to be needed for the selected option.

Assumptions:

- CONSULTANT will provide a summary of potential biological filtration optimization options to Tacoma Water staff 1 week prior to the meeting.
- PM, PE, and Biofiltration Specialist will participate in meeting.
- Tacoma Water will review the draft TM and provide comments in two weeks. CONSULTANT will produce the final TM incorporating Tacoma Water's comments.
- Laboratory analysis effort will be limited to allowance available.

Task 3.2 Meetings:

- Biological Filtration Optimization Options Workshop - One meeting will be held on site to discuss options for biological filtration optimization. It is assumed the workshop will take 2 hours and will be followed by 1 hour of site investigation.
- Meeting - One conference call (2 hour) will be held to review TM 1A. The meeting will include a discussion of the implementation of the option selected.
- Meeting – One conference call (2 hour) will be held to review the results of any pilot work that was carried out and provide guidance for next steps.

Task 3.2 Deliverables

- TM 1A - Biological Filtration Optimization Options, draft and final.

**TASK 4 - Chemical Dosing and Settled Turbidity Optimization**

Under the original scope, Tacoma Water identified a desire to achieve better turbidity removal through the Sedimentation Basins. CONSULTANT prepared TM 2 - Settled Water Turbidity which provided a number of bench scale tests to be conducted by Tacoma Water to assess parameters that could be adjusted at full scale to improve performance. Following completion of these bench scale tests, CONSULTANT to complete review and recommendation activities as described in original scope.

**Task 4.3 Partnership for Safe Water**

One of the drivers for achieving lower settled water turbidity is Tacoma Water's desire to meet Partnership for Safe Water requirements. Under this task, CONSULTANT will review Partnership for Safe Water requirements and explore the application of these requirements to GRFF, given its direct filtration designation by Washington Department of Health (DOH).

Assumptions:

- Exploration of requirements will include phone calls and email discussions with Partnership for Safe Water representatives.



#### Task 4.3 Deliverables:

- Email summary of findings related to the Partnership for Safe Water application. Findings will include any identified contact information for resources and personnel that may provide information for the application effort.

#### **Task 4.4 Flash Mix Grid 2 Modifications**

During startup in Dec 2014, chemical nozzles in Flash Mix Grid 1 became clogged. The grid was modified to allow for individual leg isolation and to include larger nozzles. Flash Mix Grid 2 was not modified at this time.

Tacoma Water wishes to implement similar modifications at Grid 2 to achieve reliable performance and aid in maintenance. CONSULTANT shall conduct a site visit to inspect Grid 2, compare record drawings and current condition and discuss desired outcome for modifications. CONSULTANT will prepare sketches or markups to existing drawings, describing locations, components, configuration and materials for modification.

#### Assumptions:

- Modifications will be similar to Grid 1 modifications.
- Site visit will be half a day and will be attended by PM or PE.

#### Task 4.4 Meetings:

- Site Visit - One half day site visit.

#### Task 4.4 Deliverables:

- Sketches or markups for Grid 2 modifications.

#### **TASK 5 - Seasonal Manganese Control**

Under the original scope, CONSULTANT reviewed historic data and developed TM 3 - Manganese Level Monitoring Plan to identify potential speciation and movement of Mn in the GRFF. This plan included recommendations for sampling to assess which speciation and movement scenarios are actually occurring. Sampling has been completed and results are anticipated by the end of 2018.

#### **Task 5.2 Data Review and Summary**

CONSULTANT to complete review activities as described in original scope. However, Tacoma Water desires to have a more detailed review and recommendations than those described in the original scope. CONSULTANT will prepare TM 5A - Mn Sampling Results and Operational Recommendations. This TM will review the results, discuss how these align with the potential speciation and movement routes described in TM 5, provide recommendations for operational modifications to improve the removal of Mn from the process stream, and provide sampling recommendation to enable assessment of the effectiveness of these modifications. These recommendations are intended to provide high level guidance for Tacoma Water to develop a detailed plan for implementation.

The results of this analysis and a review of TM 5A will be presented at an onsite workshop. The workshop will present a summary of the data, discuss implementation of operational modifications, and provide additional sampling recommendations, if warranted.

Following these modifications and sampling, the CONSULTANT will hold a conference call to review the sampling data with Tacoma Water staff and identify next steps.

#### Assumptions:

- Tacoma Water will review the draft TM and provide comments in two weeks. CONSULTANT will produce the final TM incorporating Tacoma Water's comments.
- PM and PE will participate in the workshop and calls.
- This workshop will be held on the same day as the Distribution System Mn workshop under Task 5.2

#### Task 5.2 Meetings:

- Mn Sampling Results Workshop - One meeting will be held on site to present a summary of the data, present analysis and results, and discuss operational recommendations. It is assumed the workshop will take 1.5 hours.
- Meeting No. 1 - One conference call (1 hour) will be held to review results and identify next steps.

#### Task 5.2 Deliverables

- Develop TM 5A - Mn Sampling Results and Operational Recommendations, draft and final

### **Task 5.3 Distribution System Mn**

The Regional Water System Supply (RWSS) Partners have reported turbidity associated with Mn despite the plant producing levels below the secondary maximum contaminant levels (SMCLs). CONSULTANT will review data and information contained in TM 5A, P5 operations, relevant data from Partner systems during turbidity events and when P5 is offline, and review of Partner responses to turbidity events (e.g., flushing, bulk water turnover, etc.). A coordinated monitoring plan will be developed to fill data gaps. Monitoring may include bulk water sample collection, on-line filtration and filter analysis, and other techniques. The objective of the monitoring will be to determine if Mn release is primarily caused by hydraulic conditions, chemistry changes upon blending within Partner systems, or both. CONSULTANT will present initial data analysis and concept for Distribution System Mn Monitoring Plan in a Kick-Off Meeting in conjunction with Task 5.2. Draft Distribution System Mn Monitoring Plan will be provide following the meeting.

After collection of data, by Tacoma Water and analysis by CONSULTANT, relevant mitigation strategies will be developed to address causative factors associated with the GRFF, P5, and Partner distribution systems. The results of this analysis will be presented at an onsite workshop. The workshop will present a summary of the data, present analysis and results, and provide recommendations.

CONSULTANT will prepare TM 5B - Distribution System Mn Management. This TM will include the data summary, analysis and results, and summarize the recommendations from the workshop.

Assumptions:

- CONSULTANT will spend 1 days on-site to provide training for coordinated monitoring plan.
- Tacoma Water and Partners will implement monitoring plan and cover external laboratory fees.
- Tacoma Water will review the draft TM and provide comments in two weeks. CONSULTANT will produce the final TM incorporating Tacoma Water's comments.
- The PM and two additional engineers will participate in the workshop and calls.

Task 5.3 Meetings:

- Kick-off Meeting - A kick-off meeting will be held on site with Tacoma Water and the Partners to discuss issues, study plan and approach, and coordinated monitoring plan.
- Distribution System Mn Workshop - One meeting will be held on site to present a summary of the data, present analysis and results, and provide recommendations. It is assumed the workshop will take 2 hours.

Task 5.3 Deliverables

- Develop Distribution System Mn Monitoring Plan
- Develop TM 5B - Distribution System Mn Management, draft and final.

**TASK 6 - Supplemental Support Services**

An allowance is provided under this task to support Tacoma Water with other operational and water quality challenges, as the need for additional services arises. The CONSULTANT will respond to identified issues to determine concerns and options. Upon review of such issues and concerns, the CONSULTANT will develop a scope and budget for supplementary tasks in collaboration with Tacoma Water.

For this task, a budget allowance has been included for CONSULTANT labor and ODCs.

Assumptions:

- Level of effort will be limited to the budget available.

**TASK 7 - Project Management**

Project management will include 24-months supervision of the CONSULTANT's project team, and communications with the City management staff. This task also includes management of the project budget and schedule as well as preparation of status reports.

Monitor project progress, including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion. The CONSULTANT will prepare and submit narrative report, invoice, and schedule following months where activities have occurred.

Assumptions:

- Twelve reports and invoices have been assumed.

Task 7.0 Deliverables

- Progress reports, including budget and schedule updates.

## **TASK 8 - Solids Handling Optimization**

### **Task 8.1 - Mechanical Dewatering Polymer Conversion**

The GRFF utilizes screw presses for mechanical dewatering of residuals from the process stream. Liquid residuals are treated with a polymer prior to entering the dewatering process. The effectiveness of dewatering, as measured by percent solids in the sludge and turbidity in the return stream is highly dependent on the properties and dose of the polymer.

Dewatered solids are currently hauled to a transfer facility in Seattle for disposal. The properties of the solids determines the landfilling requirements. Disposal to the nearby inert landfill (Reserved Silica Corporation Clean Fill and Inert Waste dumping facility) could reduce both hauling and disposal costs. However, initial testing conducted by Tacoma Water has identified "diesel range organics" levels in the dewatered solids above the specified limit for inert classification. The high diesel range organics have been determined to be from the emulsion based dewatering polymer that is added to the solids to aid in the dewatering process. Tacoma Water has a desire to convert from emulsified polymer to dry polymer, which does not contain petroleum products which should allow disposal of the solids as inert waste.

CONSULTANT will review the currently used polymer and discuss dry polymer options with polymer manufacturers. Based on recommendations for replacement, CONSULTANT will coordinate with manufacturers and assist in bench scale tests on the recommended polymers. CONSULTANT will assist in determining protocols and identifying resources needed for onsite testing. If effective dry polymers are successfully identified preliminary recommendations for incorporating a new dry polymer feed system or modifying the existing emulsion polymer system for use with dry polymers will be developed. CONSULTANT will prepare TM 4 - Dewatering Polymer Testing and Implementation, summarizing the testing protocol, equipment, and results of the polymer testing as well as the recommendations for implementation.

A conference call will be held with Tacoma Water staff to review the TM and results of testing.

Assumptions:

- Polymer samples will be provided at no cost by manufacturers.
- PM and PE will participate in the onsite testing and calls.

Task 8.1 Meetings:

- Bench Scale Testing – One 4-hour bench scale testing session will be held at the GRFF to test various polymers.
- Meeting No. 1 – One conference call (1 hour) will be held to review TM 8 and discuss operational and sampling recommendations.

#### Task 8.1 Deliverables

- Develop TM 4 - Dewatering Polymer Testing and Implementation, draft and final

### **TASK 9 - Emergency Planning**

#### **Task 9.1 - Cyanotoxin Response Plan Review**

Following challenges faced by other regional utilities and a heightened public awareness of the presence of cyanotoxins in Pacific Northwest water supplies, Tacoma Water wishes to review their cyanotoxin monitoring plan. CONSULTANT will review the source water algal counts and general characteristics, the plant process, and Tacoma Water's existing algae monitoring plan (including alert levels). CONSULTANT will provide suggestions or recommendations for modifications to the plan based on experience of other utilities, state of the industry practice, and recommendations from the EPA.

CONSULTANT will provide and email summary with recommendations and participate in a conference call to discuss the recommendations.

#### Assumptions:

- Recommendations for modifications will be limited to monitoring and response in regards to cyanobacteria and cyanotoxins.

#### Task 9.1 Meetings:

- Meeting No. 1 – One conference call (1 hour) will be held to discuss recommendations for modifications to algae monitoring plan.

#### Task 9.1 Deliverables

- Email summary of recommendations

### **PROJECT MEETINGS**

The CONSULTANT will attend the following onsite workshops:

- Task 3.2 – Biological Filtration Optimization Options Workshop.
- Task 5.2 - Seasonal Mn Control Workshop
- Task 5.3 - Distribution System Mn Workshop
- Task 8.1 - Bench Scale Testing

The CONSULTANT will participate in the following conference calls:

- Task 3.2 - Review of TM 1A.
- Task 3.2 - Results and next steps from biological filtration optimization pilot
- Task 5.2 - Review of TM 5A
- Task 5.2 - Results and next steps for implementation of Mn management strategies
- Task 8.1 - Review of TM 4
- Task 9.1 - Recommendations for Algae Monitoring Plan modifications

## **PROJECT TECHNICAL MEMORANDA (TM)**

The CONSULTANT will develop the following Deliverables:

- Task 3.2 - TM 1A - Biological Filtration Optimization Options
- Task 4.3 - Email summary of findings related to the Partnership for Safe Water application
- Task 4.4 - Hand sketches or markups for Grid 2 modifications
- Task 5.2 - TM 5A - Mn Sampling Results and Operational Recommendations
- Task 5.3 - Distribution System Mn Monitoring Plan
- Task 5.3 - TM 5B - Distribution System Mn Management
- Task 7 - Progress reports, including budget and schedule updates.
- Task 8 - TM 4 - Dewatering Polymer Testing and Implementation
- Task 9 - Email summary of recommendations for modifications to Algae Monitoring Plan

An electronic copy of each of the TMs above will be provided to the City.

## **SCHEDULE**

Anticipated schedule for the work is as follows:

Q1&2 2019 - Initiate Task 3, 4 and 5 Activities

Q3 2019 - Initiate Task 8 and 9 Activities

Timeline to complete activities will depend both on Consultant's timeline to review and provide recommendations and on Tacoma Water's timeline for performing field activities.

EXHIBIT "B-1"

**EXHIBIT "B-1" - BUDGET ESTIMATE**

City of Tacoma  
Green River Filtration Facility Engineering Consulting Services - Amend No. 1  
11/21/18

TASK / DESCRIPTION	PIC/OM	PM	PE	Specialist - Filter	Specialist - Pre-treatment & Min	Specialist - Bioriftation	Technical Advisor	Lead Engineer	WP	Total Hours	Carollo Labor Cost	OTHER DIRECT COSTS		Carollo Total
												Travel/Lab	Subs*	
Total Labor Rate	\$ 255.00	\$ 175.00	\$ 175.00	\$ 255.00	\$ 255.00	\$ 255.00	\$ 255.00	\$ 135.00	\$ 105.00					
<b>Task 1 - Facility and Operations Review</b>														
No Changes	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
<b>Subtotal - Task 1</b>	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
<b>Task 2 - Initial Filter Evaluation</b>														
No Changes	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
<b>Subtotal - Task 2</b>	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
<b>Task 3 - Biological Control</b>														
Optimization Options	0	8	80	0	0	16	0	0	4	88	\$ 16,400	\$ 1,150	\$ -	\$ 17,550
Allowance for Laboratory Testing	0	0	0	0	0	0	0	0	0	0	\$ 13,000	\$ -	\$ 13,000	\$ 13,000
<b>Subtotal - Task 3</b>	0	8	80	0	0	16	0	0	4	88	\$ 16,400	\$ 14,150	\$ -	\$ 30,550
<b>Task 4 - Chemical Dosing and Settled Turbidity Optimization</b>														
Partnership for Safe Water	0	2	4	0	0	0	0	0	0	6	\$ 1,050	\$ -	\$ -	\$ 1,050
Flash Mix Grid 2 Modifications	0	16	8	0	0	0	0	0	0	24	\$ 4,200	\$ 200	\$ -	\$ 4,400
<b>Subtotal - Task 4</b>	0	18	12	0	0	0	0	0	0	30	\$ 5,250	\$ 200	\$ -	\$ 5,450
<b>Task 5 - Seasonal Manganese Control</b>														
Data Review and Summary	0	24	48	0	8	0	0	0	4	84	\$ 15,060	\$ 300	\$ -	\$ 15,360
Distribution System Min	0	8	8	S	4	0	0	0	0	20	\$ 3,820	\$ -	\$ -	\$ 3,820
Data Review and Workshop	0	0	0	0	0	0	0	0	0	0	\$ 200	\$ 10,668	\$ -	\$ 10,868
Monitoring Plan	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 7,170	\$ -	\$ 7,170
Data Analysis and Workshop	0	0	0	0	0	0	0	0	0	0	\$ 200	\$ 17,661	\$ -	\$ 17,861
TM 5B	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 11,751	\$ -	\$ 11,751
<b>Subtotal - Task 5</b>	0	32	66	0	12	0	0	0	4	104	\$ 16,880	\$ 700	\$ 47,260	\$ 66,830
<b>Task 6 - Supplemental Support Services</b>														
Other Operational and WQ Challenges	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
Carollo	0	0	0	0	0	0	0	0	0	0	\$ 12,000	\$ -	\$ -	\$ 12,000
Stanec	0	0	0	0	0	0	0	0	0	0	\$ 12,000	\$ -	\$ -	\$ 12,000
<b>Subtotal - Task 6</b>	0	0	0	0	0	0	0	0	0	0	\$ 24,000	\$ -	\$ -	\$ 24,000
<b>Task 7 - Project Management</b>														
Progress Reports and Invoices	0	18	0	0	0	0	0	0	12	30	\$ 4,410	\$ -	\$ -	\$ 4,410
<b>Subtotal - Task 7</b>	0	18	0	0	0	0	0	0	12	30	\$ 4,410	\$ -	\$ -	\$ 4,410
<b>Task 8 - Solids Handling Optimization</b>														
Mechanical Dewatering Polymer Conversion	0	16	48	0	0	0	0	0	10	74	\$ 12,250	\$ 300	\$ -	\$ 12,550
<b>Subtotal - Task 8</b>	0	16	48	0	0	0	0	0	10	74	\$ 12,250	\$ 300	\$ -	\$ 12,550
<b>Task 9 - Emergency Planning</b>														
Charleston Response Plan Review	0	4	8	0	0	0	0	0	0	12	\$ 2,100	\$ -	\$ -	\$ 2,100
<b>Subtotal - Task 9</b>	0	4	8	0	0	0	0	0	0	12	\$ 2,100	\$ -	\$ -	\$ 2,100
<b>Total</b>	0	98	124	0	12	16	0	0	30	338	\$ 71,290	\$ 15,350	\$ 83,000	\$ 149,640

\* Subconsultant budget includes 5% Carollo markup





## RESOLUTION NO. U-11045

1  
2 A RESOLUTION authorizing an amendment to contracts and new contract with  
3 Lamar Company LLC, to provide out-of-home advertising for ("CEP") and  
4 Click!.

5 WHEREAS, The Lamar Company LLC ("Lamar") is the sole provider of  
6 outdoor poster and transit advertising in the greater Tacoma/Pierce County  
7 area, and

8 WHEREAS, the City of Tacoma, Department of Public Utilities ("TPU"),  
9 entered into two directly negotiated contracts with Lamar in 2017, one for  
10 \$30,250, for Customer Energy Programs ("CEP") for transit advertising and one  
11 for \$133,140, for Click! for outdoor advertising, and  
12

13 WHEREAS, in November 2017 the Board approved an increase to the  
14 contracts by \$60,754.40 for CEP and by \$109,050.08 for Click! effective  
15 through December 31, 2018, and

16 WHEREAS, TPU desires to increase the contracts by the amount of  
17 \$60,755, for CEP transit advertising through January 2, 2020 (for a cumulative  
18 total of \$151,760) and \$86,396, for Click! outdoor advertising through  
19 December 29, 2019, (for a cumulative total of \$334,587).  
20

21 WHEREAS, TPU desires to enter into an additional contract for the  
22 amount of \$87,596, for CEP for outdoor advertising through December 29,  
23 2019, and the requesting division has obtained a waiver of formal competitive  
24 solicitation as Lamar is the sole provider of said advertising, and  
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WHEREAS CEP and Click! believe it is in the best interests of its customers to increase the contracts and approve the new agreement; Now, Therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE TPU OF TACOMA:

That the proposed amendments to the contracts with Lamar in the amount of \$60,755, for CEP transit advertising through January 2, 2020 (for a cumulative total of \$151,760) and \$86,396, for Click! (for a cumulative total of \$334,587) for outdoor advertising through December 29, 2019, and the proposed agreement for the amount of \$87,596, for CEP for outdoor advertising through December 29, 2019, are approved, and the proper officers of the City are authorized to execute said amendments and agreement substantially in the form as on file with the Clerk and as approved by the City Attorney.

Approved as to form and legality:

\_\_\_\_\_ Chair

*R. C. Powell*  
Chief Deputy City Attorney

\_\_\_\_\_ Secretary

\_\_\_\_\_ Clerk

Adopted \_\_\_\_\_

of December 12, 2018

**REQUEST FOR RESOLUTION**

Date: November 30, 2018

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Amend existing contracts with Lamar for 2019 by \$148,351 for Customer Energy Programs, and \$86,396 for Click, for cumulative totals of \$239,355.40 and \$334,587, respectively.

2. A resolution is requested to increase the spending with Lamar to provide ongoing out-of-home advertising for Residential Customer Energy Programs around conservation (transit tails, interior bus signage and outdoor billboard posters) and Click (outdoor billboard posters) through January 2, 2020.

3. Lamar is the sole provider of outdoor poster and transit advertising in the greater Tacoma/Pierce County area. Customer Energy Programs has used transit and other outdoor advertising since 2017, and would like to continue using these channels to promote energy conservation. Click! has also been using outdoor advertising to promote cable and internet on an ongoing basis for several years now, and seeks to continue at this time. Click's contract can be cancelled with 60-days written notice if the network ceases to exist as part of TPU in 2019.

4. Attachments:

- Click 2019 Billboard Contract

5.  Funds available  Proposed action has no budgetary impact

6. Deviations requiring special waivers:

Originated by:

Requested by:

Approved:

Section Head

Interim Deputy Director for Public  
Affairs and Communications

Division Head



Director of Utilities

MEMORANDUM



**TO:** Jackie Flowers, Director of Utilities/CEO  
**FROM:** Jim Sant, Interim Deputy Director for Public Affairs and Communications  
**DATE:** November 30, 2018  
**RE:** Lamar Contract Increase



**Recommendation:**

Communications recommends approval to increase contracting with Lamar, a Louisiana corporation, by \$86,396 for Click outdoor advertising, \$60,755 for Customer Energy Programs (CEP) transit advertising, and add \$87,596 for CEP outdoor advertising. The cumulative total for Click outdoor would then be \$334,587 through Dec. 29, 2019, and for CEP transit \$151,760 through Jan. 2, 2020. CEP outdoor would initiate a new contract totaling \$87,596 through Dec. 29, 2019.

**Explanation:**

Customer Energy Programs has used transit and other outdoor advertising since 2017, and would like to again use bus tails and interior bus signage, as well as outdoor poster panels, to promote conservation programs in 2019. Additionally Click has also been using outdoor advertising to promote cable and internet on an ongoing basis for several years now, and hopes to continue creating awareness through outdoor poster panels. Click's current contract expires December 30, 2018. Note: Click's contract can be cancelled with 60-days written notice if the network ceases to exist as part of TPU in 2019.

**Competitive Bidding:**

Pursuant to TMC 1.06.269B, the Director of Utilities has determined that the waiver of formal competitive solicitation requirements for this Amendment is in the best interests of Tacoma Public Utilities. Lamar is the sole provider of outdoor poster and transit advertising in the greater Tacoma/Pierce County area.

**Funding:** Funds are available in Residential Customer Energy Programs' and Click's 2019 marketing budgets.

APPROVED:

  
\_\_\_\_\_  
Jackie Flowers  
Director of Utilities/CEO



**RESOLUTION NO. U-10967**

A RESOLUTION authorizing an amendment to contracts with Lamar Company LLC, to provide out-of-home advertising for ("CEP") and Click!.

WHEREAS, The Lamar Company LLC ("Lamar") is the sole provider of outdoor poster advertising in the greater Tacoma/Pierce County area, and the City of Tacoma, Department of Public Utilities ("TPU"), entered into two directly negotiated contracts in 2017, one for \$30,250 for Customer Energy Programs ("CEP") and one for \$133,140 for Click!, for out-of-home advertising, and

WHEREAS, TPU desires to increase the contracts by \$60,754.40 for CEP, and by \$109,050.08 for Click! effective through December 31, 2018, and

WHEREAS CEP and Click! believe it is in the best interests of its customers to increase the contracts; Now, Therefore:

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE TPU OF TACOMA:

That the proposed amendment to the contracts with Lamar in the amount of \$60,754.40 for CEP (for a cumulative total of \$91,004.40) and \$109,050.08 for Click! (for a cumulative total of \$248,190.08) for out-of-home advertising through December 31, 2018, is approved, and the proper officers of the City are authorized to execute said amendment substantially in the form as on file with the Clerk and as approved by the City Attorney.

Approved as to form and legality:

Monique Judah  
Chair

William Fisher  
Chief Deputy City Attorney

Karen J. Lator  
Secretary

Chadwick Jones  
Clerk

Adopted 11-15-17

**Contract History:**

LAMAR	Run Dates	Spend
CEP (CRM) - Bus Tails	7/19-8/2/17	\$5,550
	8/3-8/30/17	\$11,100
	9/25-10/22/17	\$11,100
CEP (CRM) - Interior Car Cards	7/19-8/2/17	\$500
	8/3-8/30/17	\$1,000
	9/25-10/22/17	\$1,000
<b>TOTAL CRM 2017:</b>		<b>\$30,250</b>
Click! - Poster Panels	Production	\$6,200
	5/2/2016-5/29/16	\$5,000
	5/30/2016-6/26/16	\$5,000
	6/27/2016-7/24/16	\$5,000
	7/25/2016-8/21/16	\$5,000
	8/22/2016-9/18/16	\$5,000
	9/19/2016-10/16/16	\$5,000
	Production	\$9,800
	10/17/16-11/13/16	\$5,000
	11/14/16-12/11/16	\$5,000
	12/12-1/8/17	\$5,000
	1/9-2/5/17	\$5,000
	2/6-3/5/17	\$5,000
	3/6-4/2/17	\$5,000
	4/3-4/30/16	\$5,000
	5/1-5/28/17	\$5,000
	5/29-6/25/16	\$5,000
	6/26-7/23/17	\$5,000
	7/24-8/20/17	\$5,000
	8/21-9/17/17	\$5,000
	9/18-10/15/17	\$5,000
	10/16-11/12/17	\$5,000
	11/13-12/24/17	\$5,000
Click! - Bus Tails	Production	\$1,490
	7/5-8/1/17	\$5,550
	9/5-10/2/17	\$5,550
	11/6-12/3/17	\$5,550
<b>TOTAL CLICK 2016-2017:</b>		<b>\$139,140</b>

LAMAR	Run Dates	Spend
CEP - Bus Tails	Production	\$3,400
	1/1-1/28/2018	\$3,800
	1/29-2/25/2018	\$3,800
	2/26-3/25/2018	\$3,800
	3/26-4/22/2018	\$3,800
	4/23-5/20/2018	\$3,800
	5/21-6/17/2018	\$3,800
	6/18-7/15/2018	\$3,800
	7/16-8/12/2018	\$3,800
	8/13-9/8/2018	\$3,800
	9/9-10/7/2018	\$3,800
	10/8-11/4/2018	\$3,800
	11/5-12/2/2018	\$3,800
	12/3-12/30/2018	\$3,800
CEP - Bus Interiors Car Cards	Production	\$2,400
	1/1-1/28/2018	\$400
	1/29-2/25/2018	\$400
	2/26-3/25/2018	\$400
	3/26-4/22/2018	\$400
	4/23-5/20/2018	\$400
	5/21-6/17/2018	\$400
	6/18-7/15/2018	\$400
	7/16-8/12/2018	\$400
	8/13-9/8/2018	\$400
	9/9-10/7/2018	\$400
	10/8-11/4/2018	\$400
	11/5-12/2/2018	\$400
	12/3-12/30/2018	\$400
<b>TOTAL CEP 2018:</b>		<b>\$60,400</b>



LAMAR	Run Dates	Spend
Click! - Poster Panels	Production	\$8,400
	1/1-1/28/2018	\$6,000
	1/29-2/25/2018	\$6,000
	2/26-3/25/2018	\$6,000
	3/26-4/22/2018	\$6,000
	4/23-5/20/2018	\$6,000
	5/21-6/17/2018	\$6,000
	6/18-7/15/2018	\$6,000
	7/16-8/12/2018	\$6,000
	8/13-9/8/2018	\$6,000
	9/9-10/7/2018	\$6,000
	10/8-11/4/2018	\$6,000
	11/5-12/2/2018	\$6,000
	12/3-12/30/2018	\$6,000
Click! - Bus Tails	Production	\$2,110
	1/1-1/28/2018	\$1,580
	1/29-2/25/2018	\$1,580
	2/26-3/25/2018	\$1,580
	3/26-4/22/2018	\$1,580
	4/23-5/20/2018	\$1,580
	5/21-6/17/2018	\$1,580
	6/18-7/15/2018	\$1,580
	7/16-8/12/2018	\$1,580
	8/13-9/8/2018	\$1,580
	9/9-10/7/2018	\$1,580
	10/8-11/4/2018	\$1,580
	11/5-12/2/2018	\$1,580
	12/3-12/30/2018	\$1,580
<b>TOTAL CLICK! 2018:</b>		<b>\$109,050</b>

**THE LAMAR COMPANIES**  
**CONTRACT**

Pierce Co - Lakewood/Tacoma  
3601 6th Ave So.  
Seattle WA 98134  
PHONE: (206)682-3833  
FAX: (206)628-0825

Date: 11/27/2018  
New/Renewal: **RENEWAL**

Contract No. **3121104**

Customer Name: **CITY OF TACOMA**  
Street Address:  
Mailing Address: **3628 SOUTH 35TH**  
City: **TACOMA** St: **WA** Zip: **98409**  
Phone: **(253)502-8925** Fax:  
Total Camp. Invest.: **\$54,600.00**

Advertiser: **CONSERVATION RESOURCES MANAGMENT - DEPT**  
Cust A/C #: **681723-2** Nat'l/Local: **LD**  
Term: Service Date: **1/4/2019**  
Contact Person: **Rebekah Anderson**  
Campaign:  
Email: **randerson2@cityoftacoma.org**

**Advertiser/Agency Agrees to purchase the following:**

<b>Space:</b>	The Lamar Companies ("Lamar") agrees to provide space for the below described transit advertising display(s) (hereinafter called the "Display"), in conformity with the specifications and conditions set forth herein. For this, Advertiser or Advertising Agency agrees to pay the billing rate indicated for the four (4) week periods specified below. In addition, Advertiser or Advertising Agency agrees to pay all taxes applicable to this contract. Advertiser or Advertising Agency agrees to furnish own materials. All materials must be delivered to location(s) designated by Lamar at least ten (10) days prior to start date. Contract scheduled to commence on dates stated on this document. If production or installation is delayed, contract to commence for the term noted beginning on the day immediately following completion of posting.
<b>Production:</b>	Advertiser/Advertising Agency agrees to pay all taxes applicable to this agreement. Order, pricing and acceptance are based on art supplied to our specifications. Approved art for this contract must be supplied at least 21 days in advance of the start date designated in the space agreement, to allow for timely production and posting. If production is delayed due to artwork, Advertiser/Advertising Agency will remain responsible for payments under the space obligation. All invoices are due and payable when rendered or date of shipment, whichever is later.

**Advertiser or Advertising Agency acknowledges that all representations and all agreements not herein set forth in writing are deemed waived. This contract shall not be binding upon Lamar until executed by an Officer or designee of Lamar. This Transit Advertising Display Contract is subordinate to the contract between the relevant transit Authority and Lamar.**

**TAIL (Advertising Space)**

Company #: <u>740</u>	Investment Per Billing Period: <u>\$3,800.00</u>	PIERCE CO- LAKEWOOD/TACOM	Market: <u>A</u>	Market Code: <u>100</u>
Local AE: <u>Mike Luinstra</u>			Alt AE: _____ PO #: _____	
Design: _____			Booking Type: <u>Guaranteed</u>	
Daily GRPs: <u>0</u>	Inv Item: <u>1920</u>		Qty: <u>12</u>	Tax: <u>0.00</u>
<b>Service Dates:</b>	<u>01/04/19-01/02/20 - 13 cycles</u>			

**Bonus Tail (Advertising Space)**

Company #: <u>740</u>	Investment Per Billing Period: <u>\$0.00</u>	PIERCE CO- LAKEWOOD/TACOM	Market: <u>A</u>	Market Code: <u>100</u>
Local AE: <u>Mike Luinstra</u>			Alt AE: _____ PO #: _____	
Design: _____			Booking Type: <u>Space Available Bonus</u>	
Daily GRPs: <u>0</u>	Inv Item: <u>9137</u>		Qty: <u>8</u>	Tax: <u>0.00</u>
<b>Service Dates:</b>	<u>01/04/19-01/02/20 - 13 cycles</u>			

**INTERIORS (Advertising Space)**

Company #: <u>740</u>	Investment Per Billing Period: <u>\$400.00</u>	PIERCE CO- LAKEWOOD/TACOM	Market: <u>A</u>	Market Code: <u>100</u>
Local AE: <u>Mike Luinstra</u>			Alt AE: _____ PO #: _____	
Design: _____			Booking Type: <u>Guaranteed</u>	
Daily GRPs: <u>0</u>	Inv Item: <u>1440</u>		Qty: <u>20</u>	Tax: <u>0.00</u>
<b>Service Dates:</b>	<u>01/04/19-01/02/20 - 13 cycles</u>			

**Bonus Interiors (Advertising Space)**

PIERCE CO-



INITIALS \_\_\_\_\_

Company #: 740      Investment Per Billing Period: \$0.00      Market: LAKEWOOD/TACOM      Market Code: 100  
 Local AE: Mike Luinstra      Alt AE: \_\_\_\_\_ PO #: \_\_\_\_\_  
 Design: \_\_\_\_\_ Booking Type: Space Available Bonus  
 Daily GRPs: 0      Inv Item: 9115      Qty: 20      Tax: 0.00

**Service Dates:** 01/04/19-01/02/20 - 13 cycles

**Special Provisions:**  
 Bill on existing copy from contract #2832911. Lamar will post up to (8) tails and up to (20) interiors on a space available basis for up to 52 weeks.

**Investment Schedule**

Year	Period	Total Investment
2019	1/4-1/31	\$4,200.00
	2/1-2/28	\$4,200.00
	3/1-3/28	\$4,200.00
	3/29-4/25	\$4,200.00
	4/26-5/23	\$4,200.00
	5/24-6/20	\$4,200.00
	6/21-7/18	\$4,200.00
	7/19-8/15	\$4,200.00
	8/16-9/12	\$4,200.00
	9/13-10/10	\$4,200.00
	10/11-11/7	\$4,200.00
	11/8-12/5	\$4,200.00
	12/6-1/2	\$4,200.00

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INITIALS \_\_\_\_\_



**The terms on all pages are part of this contract.**

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in a good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay The Lamar Companies all contract amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The undersigned representative or agent of Advertiser hereby warrants to The Lamar Companies that he/she is the

Deputy Director: Administration \_\_\_\_\_ of the Advertiser and is authorized to execute this contract on behalf of Advertiser.  
(Officer/Title)

BY: \_\_\_\_\_  
ACCOUNT EXECUTIVE: Mike Luinstra

CITY OF TACOMA  
\_\_\_\_\_  
CUSTOMER/ADVERTISER  
DATE: \_\_\_\_\_

COMPANY: Pierce Co - Lakewood/Tacoma

BY: \_\_\_\_\_  
(signature above)  
CUSTOMER/ADVERTISER SIGNED BY: Jim Sant  
\_\_\_\_\_  
(print name above)

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

DATE: \_\_\_\_\_

THE LAMAR COMPANIES  
BY: \_\_\_\_\_  
GENERAL MANAGER: Ted Mann

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INITIALS \_\_\_\_\_

## Additional Terms and Conditions of Advertising Display Contract

1. The terms "Advertiser" and "Advertising Agency" shall mean and refer to the firms or individuals so designated on the face page of this contract, and "Advertiser" shall include the contracting Advertising Agency, if any. "Lamar" shall mean and refer to The Lamar Companies, its successors and assigns and any affiliated company having a contract with the Authority. "Authority" shall mean and refer to the public agency or authority having jurisdiction over the public transit vehicles and facilities on which the advertising materials are to be displayed.
2. If Advertiser or Advertising Agency undertakes to provide any artwork or production for the Display, same shall be delivered to Lamar at least ten (10) days prior to start date to allow Lamar reasonable opportunity to incorporate same into and complete installation of the Display, and any loss of service due to failure of Advertiser or Advertising Agency to make timely delivery shall be the loss of Advertiser or Advertising Agency.
3. If this contract is a renewal contract, Advertiser or Advertising Agency agree to pay the billing rate set out in the previous contract for billing periods extending beyond the expiration of the previous contract term until the start date set out in this contract.
4. The text and illustrations on each Display shall be subject to approval or disapproval by Lamar and by each Authority on whose units the Display will be posted and such decision shall be final. In the event the Authority or its representatives shall disapprove of any Display, Lamar shall have the right to remove the Display forthwith and the Advertiser or Advertising Agency shall receive a pro rata credit (space only) from the date of removal of the Display.
5. Lamar accepts this contract subject to all federal, state and municipal laws and regulations with respect to the advertising matter to be displayed ("Laws"). In the event that such advertising Display becomes illegal or a request is received to terminate the Display for violation of Laws, Lamar reserves the right to terminate same, but there shall be no short rate charge because of such termination.
6. Advertiser or Advertising Agency grants to Lamar for the term of this contract, and any renewal thereof by Advertiser or Advertising Agency, an irrevocable license to use the Display, such license to commence on completion of installation. Upon expiry of the license, Advertiser or Advertising Agency agrees that Lamar can dispose of the Display.
7. It is understood and agreed that this contract may not be canceled by Advertiser or Advertising Agency without prior written consent of an Officer of Lamar. Lamar reserves the right to cancel this contract at any time upon default by the Advertiser or Advertising Agency in the payment of bills or other breach, or in the event of any material violation on the part of the Advertiser or Advertising Agency of any of the conditions herein contained; and upon such cancellation, all unpaid charges for advertising done hereunder, including short term rates or other charges under this contract shall become immediately due and payable. In case of delinquency in payment, waiver by Lamar of any specific breach of this contract by the Advertiser or Advertising Agency shall not prejudice Lamar's rights hereunder with respect to any breach or breaches not specifically waived by Lamar.
8. Execution of this contract does not constitute an extension of credit by Lamar to Advertiser or Advertising Agency. In the event Advertiser or Advertising Agency applies for credit, the terms, representations and conditions of the credit application are incorporated into this agreement. Upon credit approval by Lamar, all payments under this contract will be due in advance every four weeks. A late payment charge of 1.5% per month (18% per annum), or the maximum amount allowed by law, whichever is less, shall be charged to and paid by Advertiser or Advertising Agency on any amount remaining unpaid after 30 days from a given invoice date. Advertiser or Advertising Agency agrees to pay all taxes applicable to this contract. In addition, Advertiser acknowledges and agrees that no payment made to the Advertising Agency shall constitute satisfaction of a payment obligation under this contract unless and until Lamar actually receives said payment.
9. If this contract is placed with a collection agency or an attorney for collection, Advertiser or Advertising Agency shall pay Lamar's collection fees and reasonable attorney fees, even though no suit or action is filed. If a suit or action is filed, the amount of such reasonable attorney fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided, and shall include an amount estimated by the court as the reasonable costs and fees to be incurred in collecting any monetary judgment or enforcing any other order entered in the suit or action.
10. Failure to make any payment as herein provided shall, at Lamar's option, be deemed a complete and fundamental breach by Advertiser or Advertising Agency of this contract, and upon any such failure the full amount of the remaining installments shall immediately become due and payable, and in the event of failure to make payment thereof on demand, Lamar is authorized, but not obligated, to take possession of the Display and to remove the Display from any or all of the spaces covered by this contract, to relet the spaces or any of them for the whole or any part of the unexpired term of this contract to such person or persons and upon such terms and conditions as Lamar may determine, to collect and receive the income or rent therefrom, to apply the income or rent so received from such reletting, first to Lamar's costs of replacing the Display (including, but not limited to, costs incurred for design, artwork, selling, producing, and installing the replacement display), and to apply the balance thereof to satisfaction of any amounts which may then be due to Lamar from Advertiser or Advertising Agency under this contract.
11. Advertiser or Advertising Agency shall indemnify and save harmless Lamar against any liability to which Lamar may be subjected by reason of the advertising material displayed under this contract, including, but not limited to, liability for infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, as well as all reasonable costs, including attorney's fees, in defending any such action or actions.
12. Lamar will not be deemed to be in default with respect to its performance of or compliance with any of the terms or conditions of this advertising display contract if the failure to perform or comply is due to any act of God, armed conflict, riots, civil commotion, sabotage, vandalism, strikes or lockouts or any other event or cause, whether similar or dissimilar to the foregoing, beyond the control of Lamar.
13. This contract is not assignable by the Advertiser or Advertising Agency.
14. Any bill rendered to the Advertiser or Advertising Agency shall be conclusive as to the correctness of the items therein set forth and shall constitute an account stated unless written objection is made thereto by the Advertiser or Advertising Agency within thirty (30) days after billing.
15. Advertiser and Advertising Agency, if any, are jointly and severally responsible for payment under this contract. This contract contains the entire agreement between parties, and no representation or promise not set forth herein shall affect the obligations of the parties hereunder.
16. The Advertising Agency, if any, represents and warrants that it is authorized to execute this contract on behalf of the Advertiser and to legally bind the Advertiser to the payment and performance of the obligations provided in this contract.
17. Advertiser and Advertising Agency agree that Lamar makes no express or implied promise or commitment that Display will be posted on any specific unit or that Display will be posted on a unit that travels on any specific route.
18. Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter, including but not limited to any claims for false or misleading advertising, of any copy displayed pursuant to this contract.



INITIALS \_\_\_\_\_

Seattle, WA  
 3601 Sixth Avenue South  
 Seattle, WA 98134  
 Phone: 206-682-3833  
 Fax:



**CONTRACT # 3122053**

Date: 11/28/2018  
 New/Renewal: RENEWAL  
 Account Executive: Mike Luinstra  
 Phone: 206-682-3833

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	681723-2
Name	CITY OF TACOMA
Address	3628 SOUTH 35TH
City/State/Zip	TACOMA, WA 98409
Contact	Rebekah Anderson
Email Address	randerson2@cityoftacoma.org
Phone #	(253) 502-8925
Fax #	
P.O./ Reference #	
Advertiser/Product	CONSERVATION RESOURCES MANAGMENT - DEPT
Campaign	

**Production/Other Services**

Department	Plant	Production Type	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
Poster Flex	425 Seattle, WA	Production of (12) posters for the 12/31 Posting		12/17/18	1	\$1,200.00	\$1,200.00
Poster Flex	425 Seattle, WA	Production of (12) posters for the 2/25 posting		02/11/19	1	\$1,200.00	\$1,200.00
Poster Flex	425 Seattle, WA	Production of (12) posters for the 4/22 post date.		04/08/19	1	\$1,200.00	\$1,200.00
Poster Flex	425 Seattle, WA	Production of (12) posters for the 6/17 post date.		06/03/19	1	\$1,200.00	\$1,200.00
Poster Flex	425 Seattle, WA	Production of (12) posters for the 8/12 post date.		07/29/19	1	\$1,200.00	\$1,200.00
Poster Flex	425 Seattle, WA	Production of (12) posters for the 10/7 post date.		09/23/19	1	\$1,200.00	\$1,200.00
Poster Flex	425 Seattle, WA	Production of (12) posters for the 12/2 post date.		11/18/19	1	\$1,200.00	\$1,200.00
Total Production/Other Services Costs:							\$8,400.00

**Space**

# of Panels: 12										Billing Cycle: Every 4 weeks	
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost	
TBD (12)	425-PIERCE, WA	TBD	Yes	Poster			12/31/18-12/29/19	13	\$6,092.00	\$79,196.00	
Total Space Costs:										\$79,196.00	
<b>Total Costs:</b>										<b>\$87,596.00</b>	

**Special Considerations:**

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Manager (Officer/Title)  
 of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.





CONTRACT # 3122053

Customer:	CITY OF TACOMA
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

ACCOUNT EXECUTIVE: Mike Luinstra

GENERAL MANAGER

DATE

### STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- 8. Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
- 9. Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
- 10. Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.

INITIALS \_\_\_\_\_



Seattle, WA  
3601 Sixth Avenue South  
Seattle, WA 98134  
Phone: 206-682-3833  
Fax:



**CONTRACT # 3122053**

Date: 11/28/2018  
New/Renewal: RENEWAL  
Account Executive: Mike Luinstra  
Phone: 206-682-3833

11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

INITIALS





Seattle, WA  
 3601 Sixth Avenue South  
 Seattle, WA 98134  
 Phone: 206-682-3833  
 Fax:



CONTRACT # 3092885

Date: 10/15/2018  
 New/Renewal: RENEWAL  
 Account Executive: Mike Luinstra  
 Phone: 206-682-3833

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	652818-0
Name	CLICK NETWORK
Address	PO BOX 11007
City/State/Zip	TACOMA, WA 98411
Contact	Julie Jensen
Email Address	jvljensen@ci.tacoma.wa.us
Phone #	(253) 502-8925
Fax #	
P.O./ Reference #	
Advertiser/Product	CLICK NETWORK
Campaign	

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
Poster Flex	425 Seattle, WA	Production of (12) posters for the 1/28 posting.		01/14/19	1	\$1,200.00	\$1,200.00
Poster Flex	425 Seattle, WA	Production of (12) posters for the 3/25 post date.		03/11/19	1	\$1,200.00	\$1,200.00
Poster Flex	425 Seattle, WA	Production of (12) posters for the 5/20 postdate.		05/06/19	1	\$1,200.00	\$1,200.00
Poster Flex	425 Seattle, WA	Production of (12) posters for the 7/15 postdate.		07/01/19	1	\$1,200.00	\$1,200.00
Poster Flex	425 Seattle, WA	Production of (12) posters for the 9/9 post date.		08/26/19	1	\$1,200.00	\$1,200.00
Poster Flex	425 Seattle, WA	Production of (12) posters for the 11/4 post date.		10/28/19	1	\$1,200.00	\$1,200.00
Total Production/Other Services Costs:							\$7,200.00

Space										
# of Panels: 12								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
TBD (12)	425-PIERCE, WA	TBD	Yes	Poster			12/31/18-12/29/19	13	\$6,092.00	\$79,196.00
Total Space Costs:										\$79,196.00
<b>Total Costs:</b>										<b>\$86,396.00</b>

Special Considerations: Contract can be cancelled with 60-days written notice if Click Network discontinues to exist as a cable provider.

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Manager

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.





CONTRACT # 3092885

Customer:	CLICK NETWORK
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

THE LAMAR COMPANIES	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
ACCOUNT EXECUTIVE: Mike Luinstra	GENERAL MANAGER	DATE

### STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- 8. Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
- 9. Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
- 10. Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.

INITIALS \_\_\_\_\_



Seattle, WA  
3601 Sixth Avenue South  
Seattle, WA 98134  
Phone: 206-682-3833  
Fax:



**CONTRACT # 3092885**

Date: 10/15/2018  
New/Renewal: RENEWAL  
Account Executive: Mike Luinstra  
Phone: 206-682-3833

11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

INITIALS \_\_\_\_\_



## LAMAR TRANSIT

### City of Tacoma CEP 2019 Production Estimate

#### SPACE CONTRACT # 3121104

##### Initial Production (Q1 2019)

(20) Tails @ \$40 each = \$800

(40) Interiors @ \$15 each = \$600

Tax = \$138.60

Segment Total = \$1,538.60

##### Initial Production (Q1 2019)

(20) Tails @ \$40 each = \$800

(40) Interiors @ \$15 each = \$600

Tax = \$138.60

Segment Total = \$1,538.60

##### Initial Production (Q1 2019)

(20) Tails @ \$40 each = \$800

(40) Interiors @ \$15 each = \$600

Tax = \$138.60

Segment Total = \$1,538.60

##### Initial Production (Q1 2019)

(20) Tails @ \$40 each = \$800

(40) Interiors @ \$15 each = \$600

Tax = \$138.60

Segment Total = \$1,538.60

Contract Total (4) Segments = \$6,154.40



# RESOLUTION NO. U-11046

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A RESOLUTION confirming and approving Tacoma Public Utilities ("TPU") state and federal legislative policies.

WHEREAS the City of Tacoma, Department of Public Utilities, Public Affairs & Communications Division ("Department"), desires the Public Utility Board confirm and approve TPU's state and federal legislative policies ("TPU Legislative Policies") which summarizes the Department's positions on certain federal and state issues, and

WHEREAS the current legislative policy document was last amended and approved by the Board on January 24, 2018, and the proposed TPU Legislative Policies, attached as Exhibit A, brings up-to-date a statement of the Department's policies on certain critical public policy issues; Now, Therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That the proposed TPU Legislative Policies, as attached as Exhibit A, is confirmed and approved.

Approved as to form and legality:

  
\_\_\_\_\_

Chief Deputy City Attorney

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

Adopted \_\_\_\_\_

\_\_\_\_\_  
Clerk





## TPU Legislative Policies

### *TPU General Issues – Comprehensive*

- TPU supports consistency between federal and state policies affecting utilities.
- TPU supports economically sound policies that encourage and reward energy and water conservation and that assist efficiencies in utility delivery and use.
- TPU supports programs that assist lower-income customers.
- TPU supports policies for protection of the natural environment, including stream protection, and that support public stewardship of fishery resources and wildlife habitat.

### *TPU General Issues – Federal*

- TPU supports policies that allow for and protect tax-exempt financing for publicly-owned utilities.
- TPU supports federal cybersecurity policies that complement utility actions to deter cyberattacks.

### *TPU General Issues – State*

- TPU supports local control of municipal utilities and opposes unfunded mandates and mandated rate structures.
- TPU opposes the diversion by the State of utility tax revenues to non-related uses, as well as diversion of revenues intended for infrastructure financing assistance to non-related programs.
- TPU supports retention and protection of municipal utility lien authority.
- TPU supports the approval and funding of utility facilities and services consistent with state policies of growth management and regional efficiencies.
- TPU opposes authority for counties to impose taxes on utility service already subject to local utility or gross earnings taxes.
- TPU opposes policies that would shift the obligations of building and construction parties onto utility providers (including undergrounding utilities).



## *Tacoma Power – Comprehensive*

- TPU supports consistent statutory recognition of hydropower as a renewable, emissions-free resource.
- TPU supports proposals for greenhouse gas emissions reduction that achieve the most efficient carbon emission reduction at reasonable cost to utility customers, and are market based, economy wide, and coordinated with regional or national strategies. If policymakers implement greenhouse gas reduction policies, they should appropriately acknowledge and credit hydropower as a carbon-free generating resource and recognize the role the electricity sector could play in reducing carbon emissions in the transportation sector. Any changes in federal or state policy must be sensitive to rate pressures, especially on lower income customers.
- TPU opposes the imposition by federal or state government of pole attachment requirements and ratemaking formulas.

## *Tacoma Power – Federal*

- TPU supports retention of primary authority for energy reliability with the North American Electric Reliability Corporation (NERC).
- TPU supports efficiencies and streamlining of Federal Energy Regulatory Commission (FERC) hydropower licensing and relicensing policies.
- TPU supports reasonable regulation of trading markets, including under the Dodd-Frank Act, and accommodations for utilities by the Commodity Futures Trading Commission (CFTC).
- TPU opposes the imposition of regional power markets in the Pacific Northwest that would lead to additional jurisdiction by FERC and add costs to ratepayers.
- TPU supports modifications to, or related to, the Columbia River Treaty that would equitably distribute the power benefits gained from the Treaty between the United States and Canada.
- TPU supports policies that appropriately acknowledge and credit ongoing ratepayer investment in emissions-free hydropower electric generating resources.

## *Tacoma Power – State*

- TPU supports reasonable amendments to reporting and portfolio statutes that would better recognize energy efficiency and renewable hydropower.
- TPU supports the recognition of energy efficiency in statutes, regulations, and codes relating to building construction and operation.
- TPU supports distributed generation policies that facilitate customer choice for on-site generation and provide utility flexibility to design equitable price structures that balance costs and benefits.
- TPU supports the development of evolving distribution level services and technologies.
- TPU supports in-lieu of tax payments to local governments by power generators that are predictable, equitable, and justified.
- TPU supports current law provisions on preemption of local land use, development regulations, or rights-of-way provisions dealing with location of transmission or distribution facilities or lines.
- TPU supports additional state funding that would make residential solar generation and community solar projects financially feasible for low-income customers and TPU's broader customer base.





### ***Tacoma Water – Comprehensive***

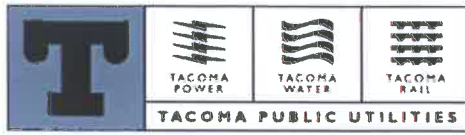
- TPU supports policies that assist public utilities in developing, upgrading, and maintaining infrastructure.
- TPU supports policies to protect drinking water sources and supplies, including requirements for spill prevention and reporting.

### ***Tacoma Water – Federal***

- TPU supports adequate funding of the Water Infrastructure Finance and Innovation Act (WIFIA).
- TPU supports adequate funding of the Drinking Water State Revolving Fund (DWSRF).
- TPU supports maintenance, enforcement, and funding of federal commitments related to the Howard Hanson Dam, including for downstream fish passage.

### ***Tacoma Water – State***

- TPU supports retention of the Public Works Trust Fund (Public Works Assistance Account) and continued use of its revenue streams for utility-related infrastructure financing, and opposes diversion of those funds based on inequitable considerations or formulas.
- TPU supports policies that recognize and protect the reasonable use of municipal water rights and allow for flexible mitigation options.
- TPU supports modernization of provisions on state water rights permitting, and opposes efforts to weaken notice requirements for such decisions.
- TPU supports adequate and reliable funding of water programs administered by the Departments of Ecology and Health.
- TPU supports policies encouraging regional water supply and delivery, and state assistance for small system consolidation. TPU is committed to participate with other governments in efforts to deal with comprehensive regional and state water management.



### ***Tacoma Rail – Comprehensive***

- TPU supports reasonable safety policies, and opposes proposals that would unfairly burden short line carriers or inhibit their shipment of materials and goods.
- TPU opposes policies that would inhibit the ability to serve its customers.
- TPU supports policies that recognize that rail transportation of freight and goods is the most effective, efficient, and environmentally friendly mode of transportation.

### ***Tacoma Rail – Federal***

- TPU supports retention and expansion of federal policies that would lead to infrastructure maintenance and construction, such as inclusion of funding programs for short-line rail infrastructure in the federal surface transportation reauthorization legislation or as stand-alone legislation.

### ***Tacoma Rail – State***

- TPU supports policies that would provide incentives for rail transportation and ongoing funding of grant and loan programs for rail infrastructure upgrades.

of December 12, 2018

**REQUEST FOR RESOLUTION**

Date: November 27, 2018

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

A resolution approving TPU's state and federal legislative policies.

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

A resolution is requested to approve TPU's state and federal legislative policy document that summarizes TPU's positions on certain federal and state issues.

3. Summarized reason for resolution:

TPU's legislative policies are generally updated and approved by the Public Utility Board on an annual basis.

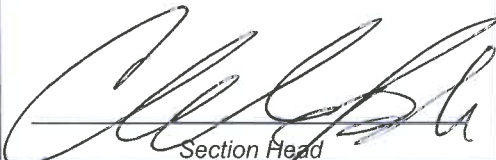
4. Attachments:

a. Proposed final legislative policy document.


5.  Funds available  Proposed action has no budgetary impact

6. Deviations requiring special waivers:

Originated by:

  
Section Head

Requested by:

Jim Sant  
Deputy Director of Public Affairs &  
Communications  
  
Division Head

Approved:

  
Director of Utilities



# RESOLUTION NO. U-11047

A RESOLUTION authorizing the advocacy of certain state and federal agenda items for 2019.

WHEREAS the Department of Public Utilities, Public Affairs & Communications Division, has proposed a legislative agenda of the items they plan to advocate on TPU's behalf during 2019, and

WHEREAS, attached as Exhibit A, are specific agenda items that are the proactive policy objectives, consistent with TPU's legislative policies, Now, Therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That the Public Affairs & Communications Division's proposed state and federal legislative agenda items listed in Exhibit A are approved for advocacy in 2019.

Approved as to form and legality:

*[Signature]*  
Chief Deputy City Attorney

\_\_\_\_\_  
Chair  
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk

Adopted \_\_\_\_\_

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## Tacoma Public Utilities 2019 Legislative Agenda

### TPU-Wide – Federal

- **Protecting/amending tax exempt financing:** TPU supports legislation that promotes the availability of tax-exempt municipal bonds. TPU will support proposals that revoke recent changes relating to the advanced refunding of bonds. Tax exempt municipal bonds keep costs low for customers.

### Tacoma Power – Federal

- **Increase funding for the Low Income Home Energy Assistance Program:** Tacoma Power continues to support federal appropriations for the Low Income Home Energy Assistance Program (LIHEAP).
- **Provide funding for the Hydropower Incentive Program:** Tacoma Power continues to support federal appropriations for the Department of Energy’s Hydropower Incentive Program. The program provides payments to hydropower utilities, including Tacoma Power, for hydroelectric production that was added to an existing dam or conduit.
- **Support certain improvements to federal hydroelectric relicensing statutes:** Tacoma Power supports efficiencies and streamlining of the Federal Energy Regulatory Commission (FERC) hydropower licensing and relicensing policies, similar to bipartisan proposals put forward by Sen. Maria Cantwell and Sen. Lisa Murkowski in the 115<sup>th</sup> Congress.

### Tacoma Water – Federal

- **Support implementation of the Howard Hanson Dam – Additional Water Storage Project:** Tacoma Water continues to support federal authorization, appropriations, and actions necessary to complete the Howard Hanson Dam – Additional Water Storage Project. Any federal action must respect federal/non-federal cost share agreements already in place.
- **Support full funding of the Water Infrastructure Finance and Innovation Act (WIFIA):** Tacoma Water is supportive of appropriations to fully fund the Water Infrastructure Finance and Innovation Act (WIFIA).
- **Support funding for the Drinking Water State Revolving Fund:** Tacoma Water supports adequate appropriations for the Drinking Water State Revolving Fund.

### Tacoma Rail – Federal

- **Support permanent extension of the Railroad Track Maintenance Credit:** Tacoma Rail supports permanent extension of the Railroad Track Maintenance Credit – or “45G”

tax credit. Tacoma Rail receives about \$250,000 in annual revenues from the 45G tax credit. Those funds have been used for a number of safety upgrades as well as to comply with unfunded federal requirements mandated by the 2008 Rail Safety Act.

- **Establish capital grant program for short line railroads:** Tacoma Rail seeks to work with Congress to establish a short line specific freight railroad state-of-good-repair program as part of the federal freight/rail title and other federal programs. Specifically, establishment of a competitive capital grant program for short line regional railroad infrastructure improvement projects.

### Tacoma Power -- State

- **Carbon reduction policies:** Washington lawmakers have indicated that priorities for 2019 will include several proposals aimed at decarbonizing Washington State's economy. TPU will actively engage in and seek to support proposals that decarbonize the economy at reasonable costs to customers.
- **Equitable Access to Solar:** Many individuals in our state, particularly lower-income residents, do not have access to solar energy. "Community Solar" provides the most equitable access to solar as it removes many physical and financial barriers for customers. TPU will seek to create a state community solar incentive program to expand access to low-income customers.
- **Clear Authority for COUs to Support Electrification:** The transportation sector generates the largest share of greenhouse gas emissions in the City of Tacoma and Washington State. TPU supports state policies that address electrifying the transportation sector and will seek clear legislative authority for consumer-owned-utilities (COUs) to offer incentive programs in electrification of transportation for their customers.

### Tacoma Water – State

- **Support the Public Works Trust Fund:** More than 6.2 million Washington State residents, 85 percent of the state's population, get their drinking water from public water systems. Nationally, \$4.8 trillion needs to be invested over the next 20 years to keep up with aging water infrastructure. The Public Works Trust Fund (PWTF) is a crucial funding program for many communities around our state providing low interest loans to help maintain vital public infrastructure. TPU supports public water systems and city partners in their request to fully restore funding to the PWTF.

### Tacoma Rail – State

- **State Rail Grant and Loan Programs:** The State of Washington administers both a grant program and a loan program designed to support freight rail capital needs. Tacoma Rail has applied for three projects under the Freight Rail Investment Bank and Freight Rail Assistance Program. If awarded, the funds would be used to update aging track infrastructure to ensure safety and to maintain highly reliable service.

**REQUEST FOR RESOLUTION**

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

A resolution approving TPU's state and federal legislative agenda(s).

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

A resolution is requested to approve TPU's state and federal legislative agenda(s).

3. Summarized reason for resolution:

TPU's legislative agendas are the proactive policy objectives, consistent with TPU's legislative polices, that TPU staff will advocate for at the state and federal levels.

4. Attachments:

a. Proposed final legislative agendas.

5.  Funds available  Proposed action has no budgetary impact

6. Deviations requiring special waivers:

Originated by:



Section Head

Requested by:

Jim Sant  
Deputy Director of Public Affairs &  
Communications



Division Head

Approved:



Director of Utilities





## RESOLUTION NO. U-11048

1  
2 A RESOLUTION authorizing a contract for professional services with Gordon  
3 Thomas Honeywell Governmental Affairs, LLC for state legislative and  
4 governmental services.

5 WHEREAS the City of Tacoma, Department of Public Utilities ("TPU"),  
6 requests approval to enter into a contract with Gordon Thomas Honeywell  
7 Governmental Affairs, LLC, of Tacoma, WA ("GTH") for assistance with the  
8 Washington State Legislature and state executive agencies on issues  
9 concerning power, water, rail, and other utility matters in an amount not to  
10 exceed \$190,950, during the 2019-2020 biennium, and  
11

12 WHEREAS the Director of Utilities has determined it is in the best  
13 interest of the City, pursuant to TMC 1.06.256 B., to waive the mandatory  
14 competitive solicitation process to be used for professional services contracts  
15 and authorize TPU to directly negotiate the contract amendment with GTH; and  
16

17 WHEREAS the Director requests authorization, pursuant to  
18 TMC 1.06.269 A., to amend the contract amount up to an additional \$25,000,  
19 and to approve term extensions and renewals, if necessary, and  
20

21 WHEREAS TPU believes it is in the best interests of the citizens and the  
22 ratepayers to enter into this agreement, Now, Therefore,

23 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

24 Sec. 1. That the Department of Public Utilities' contract with Gordon  
25 Thomas Honeywell Governmental Affairs, LLC, in an amount not to exceed  
26 \$190,950, for the 2019-2020 biennium is approved.



**REQUEST FOR RESOLUTION**

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Professional Services Contract for state legislative and governmental services.

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

Confirm and approve a contract for professional services with Gordon Thomas Honeywell Government Affairs ("GTH Government Affairs") for January 2019 to December, 2020.

3. Summarized reason for resolution:

TPU is in need of assistance with the state legislature and executive agencies, and wishes to continue the services of the consultant.

The City of Tacoma's General Government has retained the same firm for its state lobbying assistance.

4. Attachments:

a. Memorandum to Director of Utilities/CEO; b. Contract for Professional Services; and c. Authorization for Direct Negotiation for Personal Services and Professional Services over \$25,000

5.  Funds available  Proposed action has no budgetary impact

6. Deviations requiring special waivers:

Originated by:

  
Section Head

Requested by:

Jim Sant  
Deputy Director of Public Affairs &  
Communications  
  
Division Head

Approved:

  
Director of Utilities

MEMORANDUM

**Date:** November 26, 2018  
**To:** Jackie Flowers, Director of Utilities/CEO  
**From:** Jim Sant, Deputy Director for Public Affairs  
**Subject:** Authorization of Direct Negotiation for Personal Services and Professional Services over \$25,000  
Gordon Thomas Honeywell Governmental Affairs-**State**



For your review and recommendation.

TMC 1.06.256 requires competitive solicitation of all services. Wherever possible, services should be procured as a result of a request for bids, request for proposals or request for qualifications, as appropriate. TMC 1.06.256 (B) allows for direct negotiation of professional services and personal services, excluding architectural and engineering services, when determined by the city manager or director of utilities/CEO, or their respective designees, to be in the best interest of the City.

**RECOMMENDATION:** In accordance with TMC 1.06.256 (B), The Deputy Director for Public Affairs requests a waiver of the competitive solicitation process and authorization to directly negotiate Professional Services Contract with Gordon Thomas Honeywell Governmental Affairs, for professional services in the amount of \$190,950, sales tax not applicable. The Deputy Director of Public Affairs recommends that the contract include a provision allowing the Director to exercise their authority under Tacoma Municipal Code §1.06.269 to add to terms and compensations if needed.

**EXPLANATION:** The contractor has provided such services satisfactorily since 2007, and should be continued. This contract provides Tacoma Public Utilities assistance with the State Legislature and executive agencies.

**JUSTIFICATION FOR DIRECT NEGOTIATION:** TPU is in need of assistance with the State Legislature and executive agencies, and wishes to continue services of the consultant. The same contractor has provided General Government lobbying assistance on state issues. Its work is coordinated through TPU and General Government. The contractor has provided essential assistance on a wide array of state issues. There is an immediate and important need for the services, which are specially tailored to meet our legislative goals. This contractor has special contacts and expertise to assist in these services. The contractor has assigned additional staff support to deal with additional issues concerning power, water, and rail. Retention of this contractor is in the best interests of the City.

**FUNDING:** Funds are available in the Deputy Director's 2019/2020 biennial budget under cost center 575701.

**HUB COMPLIANCE:** Not applicable.

**PROJECT COORDINATOR:** Clark Mather, Community & Government Relations Manager for Public Affairs and Communications, 253.441.4159.

  
\_\_\_\_\_  
Jim Sant, Deputy Director for Public Affairs

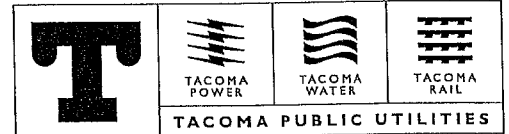
11/26/18  
\_\_\_\_\_  
Date

**AUTHORIZED:**  
  
\_\_\_\_\_  
Jackie Flowers, Director of Utilities/CEO

11/29/18  
\_\_\_\_\_  
Date

cc: Debbie Seibert, Finance/Purchasing

MEMORANDUM



**TO:** Jackie Flowers, Director of Utilities/CEO  
**FROM:** Jim Sant, Deputy Director of Public Affairs & Communications  
**DATE:** November 26, 2018  
**RE:** Gordon Thomas Honeywell Governmental Affairs-State

A handwritten signature in black ink, appearing to be 'JS', is located to the right of the 'FROM:' line.

**Recommendation:** The Deputy Director of Public Affairs & Communications recommends approval of Contract for Professional Services between Tacoma Public Utilities and Gordon Thomas Honeywell Governmental Affairs.

**Explanation:** The current contract will expire December 31, 2018. This contract will provide Tacoma Public Utilities assistance with the State Legislature and executive agencies.

**Competitive Bidding:** Pursuant to TMC 1.06.269B, the Deputy Director of Public Affairs & Communications has determined that waiver of formal competitive solicitation requirements for this professional services contract is in the best interests of the utility. The contract services are specialized state lobbying assistance. The contractor's assigned personnel have special subject expertise helpful to TPU in dealing with State legislative matters. The City's General Government likewise contracts with this consultant. The professional services provided here are "deemed in the best interests of the city" under TMC §1.06.257.

**Contract History:**

Jan. 2007 – Dec. 2007	\$30,480
Oct. 2007 – Dec. 2007 (Amendment 1)	\$5,130 (\$35,610 total for 2007)
Jan. 2008 – Dec. 2008	\$49,900
Jan. 2009 – Dec. 2009	\$49,900
June – Aug. 2009 (Amendment 1)	\$13,500
Sept. – Dec. 2009 (Amendment 2)	\$18,000 (\$81,400 total for 2009)
Jan. 2010 – Dec. 2010	\$74,650
May 2010 – Dec. 2010 (Amendment 1)	\$24,000 (\$98,650 total for 2010)
Jan. 2011 – Dec. 2012 (Amendment 2)	\$158,400
Jan. 2013 – Dec. 2014	\$166,400
Jan. 2014 – Dec. 2016	\$186,000
Jan. 2017 – Dec. 2018	\$190,950

The same contractor has provided general governmental lobbying assistance to the City of Tacoma's General Government. The contractor has provided essential assistance on a wide array of state issues.

The 2019-2020 contract is for a maximum of \$190,950.

**Funding:** Funds are available in the Deputy Director's 2019/2020 biennial budget.

APPROVED:



Jackie Flowers  
Director of Utilities/CEO

**CONTRACT FOR PROFESSIONAL SERVICES  
State of Washington Governmental Affairs**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Tacoma, Department of Public Utilities, a municipal corporation of the state of Washington (hereinafter referred to as "TPU"), and Gordon Thomas Honeywell Governmental Affairs (hereinafter referred to as "CONSULTANT");

In consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

**I. Scope and Schedule of Work.**

- A. The CONSULTANT agrees to perform the public affairs services related to state legislative services as described in Exhibit "A," attached hereto and incorporated herein.
- B. All obligations and services of the CONSULTANT undertaken pursuant to this Agreement shall be performed diligently and completely in accordance with professional standards of conduct and performance.
- C. All work shall be satisfactorily completed in accordance with the scope of services on or before December 31, 2020.

**II. Compensation and Payment.**

- A. The CITY shall pay the CONSULTANT as sole compensation for the services performed under this contract, the amount of \$7,700 per month during the months from January 1, 2019, through December 31, 2020. In addition, TPU shall reimburse CONSULTANT for approved communication and travel expenses, not to exceed \$6,150 during the entire contract period.
- B. The total compensation to be paid the CONSULTANT for services provided shall not exceed \$190,950 for 2019-2020. Such payment shall be the total compensation for all work performed under this Agreement, including, but not limited to, all labor, materials and supplies, incidental expenses, subcontractor's fees, reimbursable expenses, and equipment expenses. However, the Director may exercise their authority under Tacoma Municipal Code §1.06.269 to add to the terms and compensations if needed (in an amount not to exceed \$25,000).
- C. The CONSULTANT shall be paid monthly on the basis of invoices submitted. The CONSULTANT shall submit an original written invoice, with necessary and appropriate documentation, as determined by TPU, for work completed during the previous month.

- D. Payment shall be made through TPU's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- E. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- F. In the event the CONSULTANT fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONSULTANT authorizes the City of Tacoma to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the CONSULTANT's total compensation.

### **III. Termination of Agreement.**

- A. Either party may terminate this Agreement at any time, with or without cause, by giving 30 days' notice to the other in writing. In the event of termination, all finished and unfinished work prepared by the CONSULTANT pursuant to this Agreement shall be provided to TPU. In the event the TPU terminates this Agreement prior to completion without cause, the CONSULTANT may complete such analyses and records as may be necessary to place its files in order, and as mutually agreed to by the parties. The CONSULTANT shall be entitled to receive just and equitable compensation for satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein.
- B. TPU may suspend this Agreement, at its sole discretion, upon two weeks' written advance notice to the CONSULTANT. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONSULTANT's reasonable expenses, and shall be subject to verification. The CONSULTANT shall resume performance of services under this Agreement without delay when the suspension period ends.
- C. Neither party shall be considered to be in default in the performance of this Agreement to the extent that performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party. Any applicable schedules or payments will be adjusted accordingly.

### **IV. Rights in Data and Publications.**

- A. Data which is developed pursuant to this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by TPU. Pursuant to 17 U.S.C. § 201, TPU will be deemed the author of the data and will own all copyrights in the data. "Data" shall mean all work product to be provided by the CONSULTANT under this Agreement and shall include, but not



be limited to, draft and final reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. The CONSULTANT shall obtain TPU's written approval prior to the publication of any results of studies and/or services performed or to be performed for any purpose other than for City use. The CONSULTANT shall not be held liable for the results of any republication or reuse by TPU for other purposes. This provision shall not apply to any data that is developed independent of this Agreement.

- B. The CONSULTANT shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.
- C. Data or materials developed pursuant to this Agreement are being prepared in anticipation of litigation. All such materials shall remain confidential and shall not be released without TPU's authorization.

#### **V. Contract Administration and Management.**

- A. The Deputy Utilities Director for TPU, Community and Government Relations Section Manager, and State Relations Manager shall have primary responsibility for administering and approving services to be performed by the CONSULTANT, and shall coordinate all communications between the CONSULTANT and TPU.
- B. Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage prepaid, to the respective party being notified at the address listed with the signature of this Agreement.
- C. The CONSULTANT, at such times and in such form as TPU may require, shall furnish TPU with periodic reports pertaining to the work and services undertaken pursuant to this Agreement. The CONSULTANT will make available to TPU all work-related accounts, records and documents for inspection, auditing, or evaluation during normal business hours in order to assess performance, compliance and/or quality assurance under this Agreement.
- D. The CONSULTANT shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- E. The CONSULTANT shall not assign, subcontract, delegate, or transfer any obligation, interest, or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of TPU.
- F. TPU's State Relations Manager is authorized to utilize and work out of Consultant's Olympia office while the Washington Legislature is in session.

#### **VI. Independent Contractor Status.**

- A. The CONSULTANT is and shall be at all times during the term of this Agreement an independent contractor, and not an employee of TPU.
- B. The CONSULTANT acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the CONSULTANT agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the CONSULTANT's status as an independent contractor. If TPU is assessed liable or responsible in any manner for those charges or taxes, the CONSULTANT agrees to hold TPU harmless from those costs, including attorney's fees.
- C. Except as set forth in Exhibit "A," the CONSULTANT shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.
- D. The CONSULTANT, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONSULTANT shall obtain a business license and shall pay business and occupation taxes as required by Tacoma Municipal Code Title 6.
- E. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

## **VII. Indemnification.**

- A. The CONSULTANT shall indemnify, defend, and hold harmless the City of Tacoma, its officials, officers, agents and employees, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses, and costs arising out of the CONSULTANT's negligent acts, errors or omissions in the performance of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the City, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the City of Tacoma and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONSULTANT RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO PURSUANT TO THE PROVISIONS OF RCW 4.24.115 AND WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C. These indemnifications shall survive the termination of this Agreement.

- D. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.

### **VIII. Non-discrimination.**

The CONSULTANT agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONSULTANT shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status or the presence of any sensory, mental, or physical handicap. In the event of non-compliance by the CONSULTANT with any of the non-discrimination provisions of this Agreement, TPU shall be deemed to have cause to terminate this Agreement, in whole or in part.

### **IX. Conflict of Interest.**

No officer, employee, or agent of TPU, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. The CONSULTANT shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. The CONSULTANT represents that the CONSULTANT presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of the CONSULTANT's services and obligations hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed. The CONSULTANT also agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this contract subjecting the contract to termination.

### **X. Interpretation and Venue.**

- A. Washington law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- B. If one or more of the clauses of this Agreement is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.
- C. This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements

heretofore made on the subject matter, and may be modified only by a writing signed by both parties.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first written above.

**CITY OF TACOMA**

**GORDON THOMAS HONEYWELL  
GOVERNMENTAL AFFAIRS**

\_\_\_\_\_  
Jim Sant  
Deputy Director for Public Affairs &  
Communications

\_\_\_\_\_  
Tim Schellberg, President

Gordon Thomas Honeywell  
Governmental Affairs  
1201 Pacific Ave. Suite 2100  
Tacoma, Washington 98401

\_\_\_\_\_  
Andrew Cherullo  
Finance Director

Tax ID #: 20-5719042

Approved as to form:

\_\_\_\_\_  
Tom Morrill  
Chief Deputy City Attorney

Approved:

\_\_\_\_\_  
Jackie Flowers  
Director of Utilities/CEO

**EXHIBIT "A"**  
**SCOPE AND SCHEDULE OF WORK**

Scope of Work:

Consultant shall provide Client with the public affairs services related to state legislative activities described below.

General Duties - Annually

- Attend or monitor relevant committee hearings and meetings.
- Track all relevant local and state legislation and regulations.
- State legislative reports: Draft legislative reports as requested.
- Prepare support documents, such as collecting data and drafting whitepapers.
- Schedule meetings as necessary between client, legislators, legislative, and executive agency staff.
- Respond to the requests of the Deputy Director of TPU, Community and Government Relations Section Manager, and the State Relations Manager as directed.
- Other governmental affairs activities as assigned by the Client.

Specific Lobbying Duties - Annually

- Tacoma Rail, including tax incentives for rail, hazardous materials transport regulations, short-line rail legislation and regulations, including crew size requirements.
- Electric power Issues, including climate change, resource portfolio requirements and clean energy requirements, standard offer contract and other issues.
- Carbon Emissions.
- Telecommunications Issues and small wireless facility deployment – pole attachments.
- Municipal Water Issues and programs for water infrastructure funding.

- Tacoma Public Utilities-wide issues, including cybersecurity legislation and general local government issues.
- Other issues assigned to the Consultant.

### Coordination

The Consultant will assist TPU in coordinating legislative information and efforts with the City of Tacoma's General Government and its legislative consultants. This coordination will include frequent meetings, sharing of legislative reports, and other efforts to establish and maintain a high level of communications with the City's General Government.



## RESOLUTION NO. U-11049

1  
2 A RESOLUTION authorizing a contract for professional services with Gordon  
3 Thomas Honeywell Governmental Affairs, LLC for federal legislative and  
4 executive assistance.

5 WHEREAS the City of Tacoma, Department of Public Utilities ("TPU"),  
6 requests approval to enter into a contract with Gordon Thomas Honeywell  
7 Governmental Affairs, LLC, of Tacoma, WA ("GTH") for assistance with  
8 Congress and federal executive agencies on issues concerning power, water,  
9 rail, and other utility matters in an amount not to exceed \$215,400, during 2019-  
10 2020, and

11 WHEREAS the Director of Utilities has determined it is in the best  
12 interest of the City, pursuant to TMC 1.06.256 B., to waive the mandatory  
13 competitive solicitation process to be used for professional services contracts  
14 and authorize TPU to directly negotiate the contract with GTH; and

15 WHEREAS the Director requests authorization, pursuant to  
16 TMC 1.06.269 A., to amend the contract amount up to an additional \$25,000,  
17 and to approve term extensions and renewals, if necessary, and

18 WHEREAS TPU believes it is in the best interests of the citizens and the  
19 ratepayers to enter into this agreement, Now, Therefore,

20  
21  
22 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

23 Sec. 1. That the Department of Public Utilities' contract with Gordon  
24 Thomas Honeywell Governmental Affairs, LLC, in an amount not to exceed  
25 \$215,400, for 2019-2020 is approved.  
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Sec. 2. That the administrative authority of the Director, per TMC 1.06.256 B., to waive the mandatory competitive solicitation process and authorize TPU to directly negotiate the contract amendment with GTH is hereby approved.

Sec. 3. That the administrative authority of the Director, per TMC 1.06.269 A., to amend the contract amounts up to \$25,000, and to approve a term extension and contract renewal is hereby approved.

Sec. 4. That the proper officers of the City are authorized to execute said agreement substantially in the form as on file with the Clerk and as approved by the City Attorney.

Approved as to form and legality:

\_\_\_\_\_ Chair

*John C. Merrill*  
Chief Deputy City Attorney

\_\_\_\_\_ Secretary

\_\_\_\_\_ Clerk

Adopted \_\_\_\_\_



of December 12, 2018

**REQUEST FOR RESOLUTION**

Date: November 26, 2018

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Confirm and approve a professional services agreement for federal legislative and executive assistance.

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

Confirm and approve a contract with Gordon Thomas Honeywell Government Affairs ("GTH Government Affairs") for federal legislative and executive branch services for 2019 and 2020.

3. Summarized reason for resolution:

TPU is in need of general and specific assistance with Congress and executive agencies on issues regarding power, water, rail, and other utility matters. The contractor has provided such services satisfactorily since 2008, and should be continued.

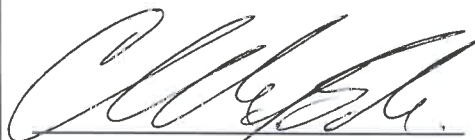
4. Attachments:

a. Memorandum to Director of Utilities/CEO; b. Contract for Professional Services; and c. Authorization of Direct Negotiation for Personal Services and Professional Services

5.  Funds available  Proposed action has no budgetary impact

6. Deviations requiring special waivers:

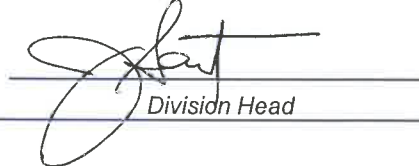
Originated by:



Section Head

Requested by:

Jim Sant  
Deputy Director of Public Affairs &  
Communications



Division Head

Approved:



Director of Utilities

MEMORANDUM



**TO:** Jackie Flowers, Director of Utilities/CEO

**FROM:** Jim Sant, Deputy Director of Public Affairs & Communications 

**DATE:** November 26, 2018

**RE:** Gordon Thomas Honeywell Governmental Affairs-Federal Congressional and Administrative Services

**Recommendation:** The Deputy Director of Public Affairs & Communications recommends approval of Contract for Professional Services between Tacoma Public Utilities and Gordon Thomas Honeywell Governmental Affairs for federal government affairs.

**Explanation:** The current contract expires on December 31, 2018. The proposed contract provides specific assistance with Congress and executive agencies on issues regarding power, water, rail, and other utility matters. The contractor has provided such services satisfactorily since 2008, and should be continued.

**Competitive Bidding:** Pursuant to TMC 1.06.269B, the Deputy Director of Public Affairs & Communications has determined that waiver of formal competitive solicitation requirements for this professional services contract is in the best interests of the utility. The contractor provides special services as a lobbying consultant, and has worked well on particular issues. The assigned lobbyists have developed contacts and relationships with our subject matter experts, and have special relationships with Congressional offices and staffs. The professional services here were originally retained pursuant to competitive solicitations under TMC §1.06.256.

**Contract History:**

November 15, 2008 – June 2009	\$ 49,900
July 2009 – December 2009	\$ 31,000
January 2010 – December 2010	\$104,500
January 2011 – December 2012	\$209,000
January 2013 – December 2014	\$182,660
January 2015 - December 2016	\$210,000
January 2017 – December 2018	\$215,400

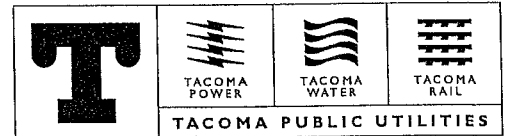
The proposed contract would extend this contract for the next biennium.

**Funding:** Legislative contract services are billed out to TPU business units. It is our understanding that the contract amount is covered by requested budgeted amounts.

APPROVED:

  
\_\_\_\_\_  
Jackie Flowers  
Director of Utilities/CEO

# MEMORANDUM



**Date:** November 26, 2018

**To:** Jackie Flowers/Director of Utilities/CEO

**From:** Jim Sant, Deputy Director for Public Affairs

**Subject:** Authorization of Direct Negotiation for Personal Services and Professional Services  
over \$25,000  
Gordon Thomas Honeywell Governmental Affairs-Federal

For your review and recommendation.

TMC 1.06.256 requires competitive solicitation of all services. Wherever possible, services should be procured as a result of a request for bids, request for proposals or request for qualifications, as appropriate. TMC 1.06.256 (B) allows for direct negotiation of professional services and personal services, excluding architectural and engineering services, when determined by the city manager or director of utilities/CEO, or their respective designees, to be in the best interest of the City.

**RECOMMENDATION:** In accordance with TMC 1.06.256 (B), the Deputy Director for Public Affairs requests a waiver of the competitive solicitation process and authorization to directly negotiate a contract with Gordon Thomas Honeywell Governmental Affairs, for additional assistance with Congress and executive agencies on issues regarding power, water, rail, and other utility matters. The contractor has provided such services satisfactorily since 2008, and should be continued. The Professional Services Contract is for a total amount of \$215,400, sales tax not applicable. The Deputy Director of Public Affairs recommends that the contract include a provision allowing the Director to exercise their authority under Tacoma Municipal Code §1.06.269 to add to terms and compensations if needed.

**EXPLANATION:** This contract provides specific assistance with Congress and executive agencies on issues regarding power, water, rail, and other utility matters. The contractor has provided such services satisfactorily since 2008, and should be continued.

**JUSTIFICATION FOR DIRECT NEGOTIATION:** TPU is in need of assistance with the Federal Government and executive agencies, and wishes to continue services of the consultant. The same contractor provides general government lobbying assistance on state issues. The contractor has provided essential assistance on a wide array of federal issues. In addition, there is an immediate and important need for the services, which are specially tailored to meet our federal and congressional goals. This contractor has unique relationships with congressional staff, and special contacts and expertise to assist us in these services. The contractor has assigned staff to work on TPU projects and issues. Retention of this contractor is in the best interests of the City.

**FUNDING:** Funds are available in the Deputy Director's 2019/2020 biennial budget under cost center 575701.

**HUB COMPLIANCE:** Not applicable.

**PROJECT COORDINATOR:** Clark Mather, Community and Government Relations Manager for Public Affairs and Communications, 253.441.4159.



\_\_\_\_\_  
Jim Sant, Deputy Director for Public Affairs

11/26/18

\_\_\_\_\_  
Date

**AUTHORIZED:**



\_\_\_\_\_  
Jackie Flowers, Director of Utilities/CEO

cc: Debbie Seibert, Finance/Purchasing

11/26/18

\_\_\_\_\_  
Date

**CONTRACT FOR PROFESSIONAL SERVICES  
Federal Governmental Affairs**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Tacoma, Department of Public Utilities, a municipal corporation of the state of Washington (hereinafter referred to as "TPU"), and Gordon Thomas Honeywell Governmental Affairs (hereinafter referred to as "CONSULTANT");

In consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

**I. Scope and Schedule of Work.**

- A. The CONSULTANT agrees to perform the public affairs services described in Exhibit "A," attached hereto and incorporated herein.
- B. All obligations and services of the CONSULTANT undertaken pursuant to this Agreement shall be performed diligently and completely in accordance with professional standards of conduct and performance.
- C. All work shall be satisfactorily completed in accordance with the scope of services on or before December 31, 2020.

**II. Compensation and Payment.**

- A. The CITY shall pay the CONSULTANT as sole compensation for the services performed under this contract, the amount of \$8,975 per month during the months from January 1, 2019, through December 31, 2020. No expenses shall be separately charged for this contract.
- B. The total compensation to be paid the CONSULTANT for services provided shall not exceed \$215,400. Such payment shall be the total compensation for all work performed under this Agreement, including, but not limited to, all labor, materials and supplies, incidental expenses, subcontractor's fees, reimbursable expenses, and equipment expenses. However, the Director may exercise their authority under Tacoma Municipal Code §1.06.269 to add to terms and compensations if needed (in an amount not to exceed \$25,000).
- C. The CONSULTANT shall be paid monthly on the basis of invoices submitted. The CONSULTANT shall submit an original written invoice, with necessary and appropriate documentation, as determined by TPU, for work completed during the previous month.
- D. Payment shall be made through TPU's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

- E. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- F. In the event the CONSULTANT fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONSULTANT authorizes the City of Tacoma to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the CONSULTANT's total compensation.

### **III. Termination of Agreement.**

- A. Either party may terminate this Agreement at any time, with or without cause, by giving 30 days' notice to the other in writing. In the event of termination, all finished and unfinished work prepared by the CONSULTANT pursuant to this Agreement shall be provided to TPU. In the event TPU terminates this Agreement prior to completion without cause, the CONSULTANT may complete such analyses and records as may be necessary to place its files in order, and as mutually agreed to by the parties. The CONSULTANT shall be entitled to receive just and equitable compensation for satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein.
- B. TPU may suspend this Agreement, at its sole discretion, upon two weeks' written advance notice to the CONSULTANT. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONSULTANT's reasonable expenses, and shall be subject to verification. The CONSULTANT shall resume performance of services under this Agreement without delay when the suspension period ends.
- C. Neither party shall be considered to be in default in the performance of this Agreement to the extent that performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party. Any applicable schedules or payments will be adjusted accordingly.

### **IV. Rights in Data and Publications.**

- A. Data which is developed pursuant to this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by TPU. Pursuant to 17 U.S.C. § 201, TPU will be deemed the author of the data and will own all copyrights in the data. "Data" shall mean all work product to be provided by the CONSULTANT under this Agreement and shall include, but not be limited to, draft and final reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. The CONSULTANT shall obtain TPU's written approval prior to the publication of any results of studies and/or services performed or to

be performed for any purpose other than for City use. The CONSULTANT shall not be held liable for the results of any republication or reuse by TPU for other purposes. This provision shall not apply to any data that is developed independent of this Agreement.

- B. The CONSULTANT shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.
- C. Data or materials developed pursuant to this Agreement are being prepared in anticipation of litigation. All such materials shall remain confidential and shall not be released without TPU's authorization.

#### **V. Contract Administration and Management.**

- A. The Deputy Utilities Director and Community and Government Relations Section Manager for TPU shall have primary responsibility for administering and approving services to be performed by the CONSULTANT, and shall coordinate all communications between the CONSULTANT and TPU.
- B. Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage prepaid, to the respective party being notified at the address listed with the signature of this Agreement.
- C. The CONSULTANT, at such times and in such form as TPU may require, shall furnish TPU with periodic reports pertaining to the work and services undertaken pursuant to this Agreement. The CONSULTANT will make available to TPU all work-related accounts, records and documents for inspection, auditing, or evaluation during normal business hours in order to assess performance, compliance and/or quality assurance under this Agreement.
- D. The CONSULTANT shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- E. The CONSULTANT shall not assign, subcontract, delegate, or transfer any obligation, interest, or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of TPU.

#### **VI. Independent Contractor Status.**

- A. The CONSULTANT is and shall be at all times during the term of this Agreement an independent contractor, and not an employee of TPU.
- B. The CONSULTANT acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the CONSULTANT agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other

requirements and obligations imposed as a result of the CONSULTANT's status as an independent contractor. If TPU is assessed liable or responsible in any manner for those charges or taxes, the CONSULTANT agrees to hold TPU harmless from those costs, including attorney's fees.

- C. Except as set forth in Exhibit "A," the CONSULTANT shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.
- D. The CONSULTANT, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONSULTANT shall obtain a business license and shall pay business and occupation taxes as required by Tacoma Municipal Code Title 6.
- E. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

## **VII. Indemnification.**

- A. The CONSULTANT shall indemnify, defend, and hold harmless the City of Tacoma, its officials, officers, agents and employees, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses, and costs arising out of the CONSULTANT's negligent acts, errors or omissions in the performance of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the City, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the City of Tacoma and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONSULTANT RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO PURSUANT TO THE PROVISIONS OF RCW 4.24.115 AND WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C. These indemnifications shall survive the termination of this Agreement.
- D. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.



## **VIII. Non-discrimination.**

The CONSULTANT agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONSULTANT shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status or the presence of any sensory, mental, or physical handicap. In the event of non-compliance by the CONSULTANT with any of the non-discrimination provisions of this Agreement, TPU shall be deemed to have cause to terminate this Agreement, in whole or in part.

## **IX. Conflict of Interest.**

No officer, employee, or agent of TPU, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. The CONSULTANT shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. The CONSULTANT represents that the CONSULTANT has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of the CONSULTANT's services and obligations hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed. The CONSULTANT also agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this contract subjecting the contract to termination. The CONSULTANT shall identify any issue or issues on which its representation may present a conflict with its representation of any other client.

## **X. Interpretation and Venue.**

- A. Washington law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- B. If one or more of the clauses of this Agreement is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.
- C. This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

**CITY OF TACOMA**

**GORDON THOMAS HONEYWELL  
GOVERNMENTAL AFFAIRS**

\_\_\_\_\_  
Jim Sant  
Deputy Director for Public Affairs &  
Communications

\_\_\_\_\_  
Tim Schellberg, President

Gordon Thomas Honeywell  
Governmental Affairs  
1201 Pacific Ave. Suite 2100  
Tacoma, Washington 98401

\_\_\_\_\_  
Andrew Cherullo  
Finance Director

Tax ID #: 20-5719042

Approved as to form:

\_\_\_\_\_  
Tom Morrill  
Chief Deputy City Attorney

Approved:

\_\_\_\_\_  
Jackie Flowers  
Director of Utilities/CEO

## EXHIBIT "A"

### SCOPE AND SCHEDULE OF WORK

#### Scope of Work:

##### General Duties

- Monitor relevant committee hearings and meetings.
- Track and analyze all relevant federal legislation and regulations.
- Advocate Tacoma Public Utilities' position with Administration officials, Members of Congress and congressional staff on federal legislation and regulations.
- Monitor federal government legislation and regulations highlighted by Tacoma Public Utilities' national trade association partners and other allied organizations at the federal level, including attending meetings and briefings sponsored by these groups.
- Advocate, when appropriate, for Tacoma Public Utilities' position within Tacoma Public Utilities' national trade association partners or within other allied organizations.
- Pursue federal funding opportunities for Tacoma Public Utilities.
- Legislative reports: Distribute legislative reports to TPU staff as requested, not less than biweekly while Congress is in session.
- Prepare support documents, such as collecting data and drafting whitepapers.
- Schedule meetings as necessary between Tacoma Public Utilities' officials and Administration officials, Members of Congress and congressional staff.
- Coordinate with TPU staff to visit TPU facilities and brief executives and staff on federal policy items of interest not less than twice annually.
- Coordinate with TPU staff on visits by executive branch officials, congressional members or staff to TPU facilities with the goal of having at least two such visits annually.

- Work with and at the direction of the Deputy Director and the Community and Government Relations Section Manager on all governmental affairs assistance services.

#### Specific Lobbying Duties

- Tacoma Rail issues, including tax incentives for rail, hazardous materials transport regulations, short-line rail legislation and regulations, implementation of freight provisions contained within the Fixing American's Surface Transportation (FAST) Act (P.L. 114-94), as well as anticipated future transportation authorization legislation, possible infrastructure packages and other issues.
- Electric power issues, including carbon emissions, resource portfolio requirements, transmission, the Columbia River Treaty, Bonneville Power Administration and other issues.
- FCC and telecommunications issues, and small wireless facility deployments – pole attachments.
- Municipal Water Issues, including the Howard Hanson Dam Additional Water Storage Project, emerging grant programs for water infrastructure, federal clean water standards and regulations, remediate contamination caused by PFAS, and other issues.
- Implementation of America's Water Infrastructure Act (S.3021) and the reauthorization of the DWSRF and WIFIA.
- Tacoma Public Utilities-wide issues, including cybersecurity legislation and regulations and proposed changes to the status of tax treatment of municipal bond interest.
- Pursue identified funding opportunities for the benefit of Tacoma Public Utilities.
- Other issues assigned to the Consultant by the Deputy Director and the Community and Government Relations Section Manager.

#### Coordination

The Consultant will assist TPU in coordinating legislative information and efforts with the City of Tacoma's General Government and its legislative consultants. This coordination will include frequent meetings, sharing of legislative reports, and other efforts to establish and maintain a high level of communications with the City's General Government.



## RESOLUTION NO. U-11050

1 A RESOLUTION authorizing the renewal of the waiver of power and water utility  
2 connection and inspection fees for cities in Tacoma Power and Water's  
service territories during current declared state of emergency.

3 WHEREAS, on May 9, 2017, the City Council passed Ordinance No. 28430  
4 ("Emergency Ordinance"), declaring a state of public health emergency relating to  
5 the conditions of homeless encampments and authorizing such actions as are  
6 reasonable and necessary in light of such emergency to mitigate the conditions  
7 giving rise to such public emergency, and provided that the Emergency Ordinance  
8 would be effective through October 9, 2017, and  
9

10 WHEREAS, on June 6, 2017, by motion 17-0565, the City Council approved  
11 a temporary emergency aid and shelter plan with a three-phased approach  
12 (Mitigation, Stabilization, and Short-Term Transitional Housing) at a projected cost  
13 of \$3.4 million, and  
14

15 WHEREAS, on July 12, 2017, by Resolution U-10942, the Utility Board  
16 authorized the waiver of connection and inspection fees upon request for cities  
17 within Tacoma Power and Tacoma Water's service territories providing facilities for  
18 sheltering low-income and/or infirm persons effective through October 9, 2017, and  
19 requested the Council of the City of Tacoma to pass an ordinance approving such  
20 authority by amending Title 12 of the Tacoma Municipal Code as appropriate, and  
21

22 WHEREAS, based upon a review of the efforts made to abate the  
23 conditions giving rise to the declaration of the public emergency and a  
24 determination that such conditions continued and the public emergency created  
25 thereby had not been abated, the City Council adopted Ordinance No. 28457  
26



1 on October 3, 2017, extending the sunset date of the public emergency  
2 declaration from October 9, 2017, to December 31, 2017, and

3 WHEREAS, on December 12, 2017, the City Council adopted Ordinance  
4 No. 28477, extending again the sunset date of the public emergency declaration  
5 from December 31, 2017, to December 31, 2018, and

6 WHEREAS, on January 24, 2018, by Resolution U-10986, the Utility Board  
7 authorized the waiver of connection and inspection fees upon request for cities  
8 within Tacoma Power and Tacoma Water's service territories providing facilities for  
9 sheltering low-income and/or infirm persons effective through December 31, 2018,  
10 and requested the Council of the City of Tacoma to pass an ordinance approving  
11 such authority by amending Title 12 of the Tacoma Municipal Code as appropriate,  
12 and  
13

14 WHEREAS, on December 4, 2018, based on an additional review of the  
15 conditions giving rise to the declaration of a public emergency and a determination  
16 that the continuing and ongoing threat of significant harm to human health and life  
17 arising from the conditions in homeless encampments, as described in the  
18 Emergency Ordinance, have not yet been abated by the City's actions, the City  
19 Council adopted Ordinance No. 28565, extending the sunset date of the public  
20 emergency declaration from December 31, 2018, to December 31, 2019, and  
21

22 WHEREAS the Public Utility Board ("Board") believes it is in the best  
23 interests of the utility rate payers and the community at large to continue to  
24 provide for utility services for the poor and infirm during the current declared  
25 state of emergency for the Department of Utilities ("TPU") by extending the  
26



1 waiver of connection and inspection fees, for cities in Tacoma Power and  
 2 Tacoma Water's service territories that are establishing facilities for the  
 3 sheltering of low-income and/or infirm persons, to December 31, 2019, and

4 WHEREAS Tacoma City Charter section 4.11 requires all matters related  
 5 to the fixing of rates and charges for utility services to be initiated by the Board  
 6 and approved by the Tacoma City Council; Now, therefore,  
 7

8 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

9 Sec. 1. The Director of Utilities is authorized to extend the waiver for  
 10 connection and inspection fees upon request for cities within Tacoma Power  
 11 and Tacoma Water's service territories providing facilities for sheltering low-  
 12 income and/or infirm persons during the current declared state emergency set  
 13 to expire on December 31, 2019, and the Council of the City of Tacoma is  
 14 requested to pass an ordinance approving such authority by amending Title 12  
 15 of the Tacoma Municipal Code as appropriate.  
 16

17 Sec. 2. The Director shall cause to be prepared, and submitted to the  
 18 Board a report listing the number and amount of connection and inspect fees  
 19 waived.

20 Approved as to form and legality:

21   
 22 \_\_\_\_\_  
 Chief Deputy City Attorney

\_\_\_\_\_ Chair

\_\_\_\_\_ Secretary

23 \_\_\_\_\_  
 24 Clerk

Adopted \_\_\_\_\_

of December 12, 2018

**REQUEST FOR RESOLUTION**

Date: December 4, 2018

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Authorize renewal of the waiver of power and water utility connection and inspection fees for cities that are providing facilities for sheltering low-income and/or infirm persons and are within Tacoma Power/Water's service territories to December 31, 2019.

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

Provide utility services for the poor and infirm during the current declared state of emergency for the Department of Public Utilities by renewing the waiver of connection and inspection fees for cities in Tacoma Power and Tacoma Water's services territories for the sheltering of low-income and/or infirm persons to December 31, 2019.

3. Summarized reason for resolution:

The ongoing threat of significant harm to human health and life arising from the conditions in homeless encampments has not yet been abated and has resulted in a continued declaration of emergency.

4. Attachments:

a. Memo to Director of Utilities.

5.  Funds available       Proposed action has no budgetary impact

6. Deviations requiring special waivers:

Originated by:

  
\_\_\_\_\_  
Section Head

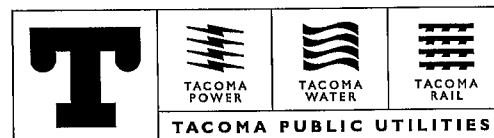
Requested by:

\_\_\_\_\_  
Division Head

Approved:

  
\_\_\_\_\_  
Director of Utilities





TO: Jackie Flower, Director of Utilities

FROM: Tom Morrill, Chief Deputy City Attorney *TM*

DATE: December 4, 2018

RE: Authorization for a Renewal of Waiver of Connection and Inspection Fees during State of Emergency

**Recommendation:** The Legal Department recommends that the Public Utility Board authorize the renewal of the waiver of power and water utility connection and inspection fees upon request for cities that are providing facilities for sheltering low-income and/or infirm persons and are within Tacoma Power/ Water's service territories to December 31, 2019.

**Background:** On May 9, 2017, the City Council passed Ordinance No. 28430, declaring a state of public health emergency relating to the conditions of homeless encampments and authorizing such actions as are reasonable and necessary through October 9, 2017.

On June 6, 2017, the City Council approved a motion for a temporary emergency aid and shelter plan with a three-phased approach (Mitigation, Stabilization, and Short-Term Transitional Housing) at a projected cost of \$3.4 million.

On July 12, 2017, the Tacoma Public Utilities Board passed U-10942, authorizing the waiver of connection and inspection fees for cities within Tacoma Power/Water's service territories providing facilities for sheltering low-income and/or infirm persons, effective through October 9, 2017, and requested City Council to pass an ordinance amending Title 12 of the Tacoma Municipal Code.

On October 3, 2017, the City Council adopted Ordinance No. 289457, extending the sunset date of the public emergency declaration from October 9, 2017, to December 31, 2017.

On December 12, 2017, the City Council adopted Ordinance No. 28477, extending the sunset date of the public emergency declaration from December 31, 2017, to December 31, 2018.

On January 24, 2018, the Tacoma Public Utilities Board passed U-10986, authorizing the waiver of connection and inspection fees for cities within Tacoma Power/Water's service territories providing facilities for sheltering low-income and/or infirm persons,

effective through December 31, 2018, and requested City Council to pass an ordinance amending Title 12 of the Tacoma Municipal Code.

On December 4, 2018, the City Council adopted Ordinance No. 28565, extending the sunset date of the public emergency declaration from December 31, 2018, to December 31, 2019.

**Schedule:** The Legal Department recommends that the Board approve the renewal of the waiver and connection fees for cities in Tacoma Power/Water's service territories that are providing facilities for sheltering low-income and/or infirm persons during the declared state of emergency to December 31, 2019.

TM/kh



## RESOLUTION NO. U-11051

1 A RESOLUTION authorizing Tacoma Power's payment of statutory  
2 assessments to the Western Electricity Coordinating Council for  
3 2019.

4 WHEREAS the Department of Public Utilities, Power Division  
5 (d.b.a. "Tacoma Power"), is a member of the Western Electricity  
6 Coordinating Council ("WECC"), and

7 WHEREAS Section 11 of the WECC bylaws requires Balancing  
8 Authorities or Load-Serving Entities, such as Tacoma Power, to pay a  
9 proportional share of WECC's statutory costs, and

10 WHEREAS the Federal Energy Regulatory Commission ("FERC")  
11 has also approved statutory assessments for the North American Electric  
12 Reliability Corporation ("NERC") and Western Interconnection Regional  
13 Advisory Body ("WIRAB"), and

14 WHEREAS Tacoma Power's share of the 2019 WECC, NERC, and  
15 WIRAB statutory assessments, is \$235,451, and

16 WHEREAS Tacoma Power requests the Board approve payment of  
17 Tacoma Power's share of the 2019 WECC, NERC, and WIRAB statutory  
18 assessments; Now, Therefore,

19 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

20  
21 That Tacoma Power's request to pay its portion of Western  
22 Electricity Coordinating Council, North American Electric Reliability  
23 Corporation, and Western Interconnection Regional Advisory Body's  
24

25  
26

statutory assessments for 2019 in the amount of \$235,451, is approved.

Approved as to form and legality:

  
\_\_\_\_\_  
Chief Deputy City Attorney

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

Adopted \_\_\_\_\_

Request for Board meeting

of December 12, 2018

CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITIES  
**REQUEST FOR RESOLUTION**

Date: November 30, 2018

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Authorize Payment of the Western Electricity Coordinating Council (WECC), North American Electric Reliability Corporation (NERC), and Western Interconnection Regional Advisory Board (WIRAB) Statutory Costs for 2019.

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

Authorize payment in the amount of \$235,451.00 for Tacoma Power's portion of the 2017 Annual Net Energy for Load and Associated 2019 assessments according to the following breakdown:

WECC - \$151,647.00

NERC - \$79,477.00

WIRAB - \$4,327.00

3. Summarized reason for resolution:

Tacoma Power's share of the statutory costs assessed by WECC, NERC, and WIRAB for 2019, as approved by the governing bodies of each agency and by the Federal Energy Regulatory Commission (FERC).

4. Attachments:

- a. Memo from Superintendent Robinson to Director Flowers
- b. WECC Invoice No. A190101

5.  Funds available       Proposed action has no budgetary impact

6. Deviations requiring special waivers:

Originated by:

  
Joseph A. Wilson, P.E.

Transmission & Distribution Manager

Requested by:

  
Chris Robinson

Power Superintendent/COO

Approved:

  
Jackie Flowers

Director of Utilities/CEO



3628 South 35<sup>th</sup> Street  
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

**Date:** November 30, 2018

**To:** Jackie Flowers  
Director of Utilities/CEO

**From:** Chris Robinson  
Power Superintendent/COO

**Subject:** Authorize Payment of 2019 WECC, NERC, and WIRAB Annual Assessments

**RECOMMENDATION:** Tacoma Power recommends the Public Utility Board authorize payment of its 2019 Assessments from Western Electricity Coordinating Council (WECC), North American Electric Reliability Corporation (NERC), and Western Interconnection Regional Advisory Board (WIRAB) in the amount of \$235,451.00.

**EXPLANATION:** Tacoma Power's share of the 2019 statutory costs for WECC, NERC and WIRAB was calculated in accordance with the established rule of procedure, and approved by the appropriate governing bodies for each entity. WECC, NERC and WIRAB's budgets and allocations were approved by the Federal Energy Regulatory Commission on October 18, 2018.

We request your approval to submit this matter to the Public Utility Board for consideration.

**APPROVED:**

  
\_\_\_\_\_  
Jackie Flowers  
Director of Utilities/CEO

12-3-18  
Date



# WECC

ACCOUNT: Tacoma Power (City of Tacoma)  
PO Box 11007  
Tacoma, WA 98411

INVOICE #: **A190101**  
INVOICE DATE: November 15, 2018  
DUE DATE: January 2, 2019  
P.O. #:

ATTENTION: Miki Foster, John Lawrence, Byron Willia

FOR: **2017 Annual Net Energy for Load and 2019 Assessments**

This invoice is for load within the following Balancing Authority:

### Tacoma Power

The WECC Board of Directors (on June 20, 2018) and the Federal Energy Regulatory Commission (FERC) (on October 18, 2018) approved an assessment of \$25,282,000 to Western Interconnection Balancing Authorities and/or Load-Serving Entities for WECC's 2019 Statutory costs. This amount was calculated in accordance with Section 11.1 of the WECC Bylaws. Your organization's share of that assessment is listed below.

Also listed below are your organization's shares of the North American Electric Reliability Corporation's and Western Interconnection Regional Advisory Body's 2019 Statutory Assessments, as approved by FERC on October 18, 2018. Detailed assessment information is available on NERC's website: <https://www.nerc.com/FilingsOrders/us/NERC%20Filings%20to%20FERC%20DL/NERC2019BusinessPlanAndBudgetFiling8-24-2018.pdf>

Be advised that 0.022% of the 2019 NERC Assessment billed on this invoice is allocable to non-deductible lobbying expenditures. Any questions regarding this notice should be directed to [accountsreceivable@nerc.net](mailto:accountsreceivable@nerc.net).

Description	Amount
Western Electricity Coordinating Council (WECC) Statutory Assessment	\$151,647.00
North American Electric Reliability Corporation (NERC) Statutory Assessment	\$79,477.00
Western Interconnection Regional Advisory Body (WIRAB) Statutory Assessment	\$4,327.00

**Total Due: \$235,451.00**

**PAYMENT OPTIONS:**

- 1) Pay invoice in full by January 2, 2019 or
- 2) Pay 50% by January 2, 2019 and 50% by July 2, 2019.

Please reference the invoice number on all forms of payment. If you have any questions or concerns, please email [assessments@wecc.biz](mailto:assessments@wecc.biz).

WESTERN ELECTRICITY COORDINATING COUNCIL  
155 NORTH 400 WEST • SUITE 200 • SALT LAKE CITY • UTAH • 84103



# RESOLUTION NO. U-11052

1 A RESOLUTION authorizing Tacoma Power's payment of the 2019 Peak  
2 Reliability Coordinator Final Funding Amount for service costs.

3 WHEREAS the Department of Public Utilities, Power Division (d.b.a.  
4 "Tacoma Power"), had entered into the Reliability Coordinator Funding  
5 Agreement ("FA") with Peak Reliability ("PEAK"), approved by Utility Board  
6 Resolution U-10794, for reliability coordination services, and

7 WHEREAS Section 4.3 of the Reliability Coordinator Funding  
8 Agreement requires Balancing Authorities who have executed the FA with  
9 PEAK, such as Tacoma Power, to pay a proportional share of PEAK's costs,  
10 and

11 WHEREAS Tacoma Power's share of the 2019 PEAK Reliability Final  
12 Funding Amount is \$354,794, and

13 WHEREAS Tacoma Power requests the Board approve payment of  
14 Tacoma Power's allocated share of the Final Funding Amount; Now,  
15 Therefore,

16 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

17 That Tacoma Power's request to pay its allocated share of the 2019  
18 PEAK Reliability Coordinator Final Funding Amount in the amount of  
19 \$354,794, is approved.

20 Approved as to form and legality:

21 *[Signature]*  
22 Chief Deputy City Attorney

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

23 \_\_\_\_\_  
24 Clerk

\_\_\_\_\_  
Adopted



of December 12, 2018

**REQUEST FOR RESOLUTION**

Date: November 30, 2018

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Authorize payment to Peak Reliability (Peak) for Tacoma Power's allocated share of the 2019 Peak Reliability Final Funding.

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

Authorize payment to Peak Reliability in the amount of \$354,794.00 for Tacoma Powers allocated share of the 2019 Peak Reliability Final Funding for 2019 reliability coordination (RC) services costs.

Peak Reliability has made the decision to stop providing reliability coordination services December 31, 2019. As such, the wind down is reflected in Tacoma Power's portion of the cost. Tacoma Power is required by FERC regulations to maintain a reliability coordinator therefore must pay their pro rata share of the costs.

3. Summarized reason for resolution:

Tacoma Power's share of the \$ 57,762,444 assessed to Western Interconnection Balancing Authorities for Peak's 2019 costs as agreed to in the Reliability Coordinator Funding Agreement.

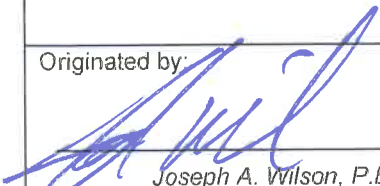
4. Attachments:

- a. Memo from Superintendent Robinson to Director Flowers
- b. Peak Invoice No. INV00867

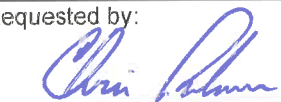
5.  Funds available       Proposed action has no budgetary impact

6. Deviations requiring special waivers:

Originated by:

  
Joseph A. Wilson, P.E.  
Transmission & Distribution Manager

Requested by:

  
Chris Robinson  
Power Superintendent/COO

Approved:

  
Jackie Flowers  
Director of Utilities/CEO



3628 South 35<sup>th</sup> Street  
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

**Date:** November 30, 2018

**To:** Jackie Flowers  
Director of Utilities/CEO

**From:** Chris Robinson  
Power Superintendent/COO

**Subject:** Authorize Payment of 2019 Peak Reliability Final Funding Amount

**RECOMMENDATION:** Tacoma Power recommends the Public Utility Board authorize payment of its share of the 2019 Peak Reliability Coordinator Funding Agreement costs in the amount of \$354,811.00.


**EXPLANATION:** Tacoma Power's share of the \$57,762,444.00 assessed to Western Interconnection Balancing Authorities to fund Peak's 2019 costs to provide reliability coordination services was calculated in accordance with section 4.3 of the executed Peak Reliability Final Funding Agreement.

While Peak Reliability has made the decision to stop providing reliability coordination services effective December 31, 2019, the wind down is reflected in Tacoma Power's portion of the cost.

We request your approval to submit this matter to the Public Utility Board for consideration.

**APPROVED:**

  
\_\_\_\_\_  
Jackie Flowers  
Director of Utilities/CEO

  
\_\_\_\_\_  
Date



**PEAKRELIABILITY**  
assuring the wide area view

**Invoice**  
**INV00867**

Tacoma Power  
PO Box 11007  
Tacoma, WA 98411-0007  
USA

Invoice Date: November 1, 2018

Due Date: January 2, 2019

Attention:  
Laurel Campbell

This invoice represents your allocated share of the 2019 Peak Reliability Final Funding Amount calculated in accordance with Section 4.3 of the executed Reliability Coordinator Funding Agreement.

The detailed allocation is available on Peak's website at:

[https://www.peakrc.com/aboutus/Board/Documents/2019 Business Plan and Budget](https://www.peakrc.com/aboutus/Board/Documents/2019%20Business%20Plan%20and%20Budget)

Description	NEL	Amount
2019 Reliability Coordinator Funding	5,006,565.00	\$354,811.00
2018 Reliability Coordinator Funding Credit		(17.00)
	Total Due:	\$354,794.00

Please reference the invoice number on all forms of payment.  
If you have any questions or concerns, please contact  
Accounts Receivable at: (360) 213-2317

ACH Transfer: Key Bank  
ABA# 125000574  
ACCT# 479681198467

Fed Tax ID# 46-3889916