RESOLUTION NO. U-11110

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

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:

Chief Deputy City Attorney

Clerk

Chair

Secretary

Adopted

U-11110
#1
10-23-19

City of Tacoma

Contract and Award Letter
Resolution No.

TO: Board of Contracts and Awards
FROM: Andrew Cherullo, Director, Finance Department
Leda Voigt, Senior Financial Manager, Finance Utilities Accounting Division
COPY: City Council, City Manager, City Clerk, SBE Coordinator, LEAP Coordinator, and Alex Clark, Finance/Purchasing
SUBJECT: RFP Specification Doc1661787158 - Annual Audit Services
Contract No. CW2229570 – October 23rd Public Utility Board, October 29th City Council.
DATE: 10/09/2019

RECOMMENDATION SUMMARY:
The Finance Department recommends a contract be awarded to Moss Adams LLP, Seattle, WA - Annual Audit Services, in the amount of $468,000 plus applicable taxes, for an initial contract term of two years with the option to renew for three one-year periods, for a projected contract amount of $1,230,000.

STRATEGIC POLICY PRIORITY:
- Encourage and promote an efficient and effective government, which is fiscally sustainable and guided by engaged residents.

External audit services support the City's strategic policy for fiscal sustainability by providing financial statements that are usable by the citizens, Public Utility Board, City Council, rating agencies, bondholders, and other external users.

BACKGROUND:
The City annually prepares a comprehensive annual financial report (CAFR) that is audited by the Washington State Auditor's Office. The financial statements covered by the CAFR include summary level financial information on the City's utilities. To provide comprehensive financial information for those utilities, the City also prepares financial reports for Power, Water, Rail, Solid Waste Management and Sewer (Wastewater and Surface Water) utilities, which are separately audited by a public accounting firm. This contract provides those auditing services.

ISSUE: The City currently has a contract for audit services that will expire at the end of the year and the City is required to have an annual audit conducted on the City's utilities. In order to meet that requirement the City must contract with a firm to provide these audit services.

ALTERNATIVES: The City could attempt to directly negotiate for a single year of audit services and publish a new RFP. This would not be advisable, however, as the proposed price is lower than what the City is currently paying and Moss Adams has a record of success with the City.

COMPETITIVE SOLICITATION:

RFP Specification No. Doc1661787158 opened March 19, 2019. Five companies were invited to bid in addition to normal advertising of the project. Two submittals were received.

Submittals were evaluated on Qualifications/Experience of the Firm (20%); Qualifications/Experience of Key Personnel (20%); Audit Approach (10%); Technical Assistance (5%); Client References (10%); Fees and Charges (20%); Training and CPE Availability (5%); Sustainability (5%); and Small Business Enterprise (5%).

RFP Doc 1661787158 Price Comparison	
CliftonLarsonAllen LLP	$1,229,000
Moss Adams LLP	$1,230,000

Moss Adams LLP submitted a bid that resulted in the lowest evaluated submittal after consideration of SBE participation goals.

Respondent	Location	Score
Moss Adams, LLP	**Seattle, WA**	**45.5/50**
CliftonLarsonAllen LLP	Bellevue, WA	32.5/50

Pre-bid Estimate: $1,250,000
The recommended award is 1.6% percent below the pre-bid estimate.

CONTRACT HISTORY: New Contract

SUSTAINABILITY: Sustainability was one of the evaluation criteria in the RFP. In their proposal, Moss Adams highlighted their environmental sustainability goals, policies related to their usage of recycled materials, amount of energy and supplies used, and more. They were evaluated and received an average score of 7 out of 10 in this category.

SBE/LEAP COMPLIANCE: Small Business Enterprise was one of the evaluation criteria in the RFP. However, none of the submittals for this RFP were SBE or Partnering with SBE firms.

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4700 – Power	561000	Various	$139,000
4600 – Water	581000	Various	$123,000
4500 - Rail	591004	Various	$69,000
4200 – Solid Waste	512025	Various	$62,000
4300 – Wastewater	523925	Various	$49,500
4301 – Surface Water	521925	Various	$25,500
TOTAL			**$468,000**

* General Fund: Include Department

REVENUES:

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

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET:

Utility	Cost
Tacoma Power	$68,000
Tacoma Water	$61,000
Tacoma Rail	$34,000
ES-Solid Waste	$30,000
ES-Waste Water	$12,600
ES-Surface Water	$24,400
Total	**$230,000**

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Funds for the contract are provided by the individual departments using the contract. Currently, it is anticipated the Power, Water, Rail, Wastewater/Surface Water, and Solid Waste Divisions will use this contract. Funding beyond the current biennium is subject to future availability of funds. The user departments are billed directly for their audit.

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

SERVICES CONTRACT

THIS CONTRACT, made and entered into effect September 1, 2019 by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Moss Adams LLP**, (hereinafter referred to as "CONTRACTOR");

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

1. **Scope of Services/Work**

   The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables consisting of Annual Audit Services as is described in Exhibit A, Statement of Work, attached hereto and incorporated herein.

2. **Changes to Scope of Work**

   The CITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

3. **Term**

   All services shall be satisfactorily completed on or before August 1, 2021 and this Contract shall expire on said date unless mutually extended in writing by the Parties.

4. **Renewals**

   At CITY's sole option, the Term of this Contract may be renewed for additional one-year periods, not to exceed three renewal periods. CITY will provide written notice of its intent to exercise any renewal options at least 30 days prior to the then existing Term and a written Amendment to this Contract will be mutually executed.

5. **Delay**

   Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

6. **Compensation**

   The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with EXHIBIT B. In the event of conflicts or inconsistencies between this Contract and Exhibit B, this Contract is fully controlling.

7. **Not to Exceed Amount**

   The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed $468,000 without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

   In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

8. **Payment**

   CONTRACTOR shall submit monthly invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.

   Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

9. **Payment Method**

   The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

10. **Independent Contractor Status**

    The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create an employer and employee relationship. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless stated otherwise in this Contract. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of

CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.

11. Services Warranty

The CONTRACTOR represents that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in the Scope of Work. In the performance of services under this Contract, the CONTRACTOR and its employees further agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals or service providers rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

12. Reliance on CITY Provided Data or Information

CITY acknowledges that the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractors or other generally reputable sources without independent verification in performance of this contract.

13. Contract Administration

Leda Voigt, Senior Financial Manager, for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

14. Specific Personnel

If before, during, or after the execution of this Contract, CONTRACTOR represents to the CITY that certain personnel would or will be responsible for performing services and deliverables under this Contract, then the CONTRACTOR is obligated to ensure that said personnel, or other qualified personnel, perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

15. Right to Audit

Upon CITY's request, CONTRACTOR shall make available to CITY information regarding fees and expenses charged in performance of this Contract for CITY's inspection, auditing or evaluation during normal business hours as reasonably needed by CITY to assess validity of such fees and expenses charged under this Contract or in satisfaction of City's public disclosure obligation, as applicable.

16. Records Retention

The CONTRACTOR shall maintain records with respect to all matters covered by this Contract as follows: (a) at the conclusion of this Contract, CONTRACTOR will return to CITY all original records CITY supplied to CONTRACTOR; (b) CITY's records are the primary records for CITY's operations and comprise the backup and support for the results of this Contract; (c) CONTRACTOR's records and files, including CONTRACTOR's workpapers, whether kept in paper or electronic media, are CONTRACTOR's property and are not a substitute for CITY's own records; and (d) except as set forth above, CITY agrees that CONTRACTOR may destroy paper original copies of any documents, including without limitation, correspondence, agreements, and representation letters and retain only digital images thereof. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of seven years after receipt of the final payment under this Contract or termination of this Contract.

17. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY:	CONTRACTOR:
Name: Leda Voigt	Name: Olga Darlington
Title: Senior Financial Manager	Title: Partner
Address: 3628 S. 35th Street Tacoma, WA 98409	Address: 999 Third Avenue Suite 2800 Seattle, WA 98104
Telephone No.: 253.502.8512	Telephone No.: 425.551.5712
E-mail: lvoigt@ci.tacoma.wa.us	E-mail: Olga.Darlington@mossadams.com
	With copy to:
	General Counsel

18. Termination

Either party may terminate this Contract at any time, with or without cause, by giving ten (10) business days written notice to the other party. In the event of termination, (a) CONTRACTOR will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination; (b) CITY shall pay Contractor for work and services provided and expenses incurred through the effective date of termination not to exceed the total compensation set forth herein; (c) all finished reports prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY; and (d) neither party shall be liable to the other for any damages that occur as a result of CONTRACTOR ceasing to render services.

19. Suspension

The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days' written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends. Suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

20. Taxes

CONTRACTOR is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR holds CITY harmless from such costs, including attorney's fees.

If CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including by Tacoma City ordinance, and including by a court of law, CITY will deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the CONTRACTOR's total compensation.

21. Licenses and Permits

The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30. If applicable, CONTRACTOR must have a Washington state business license.

22. Indemnification

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of bodily injury (including death), damage to real property, and damage to tangible personal property to the extent caused by the intentional misconduct, or reckless or negligent acts or omissions of CONTRACTOR or its officers, employees, subcontractors, or agents under this Contract. CITY shall provide CONTRACTOR with prompt written notice of such claim and cooperate with CONTRACTOR in handling the claim. CONTRACTOR shall be entitled to control the handling of such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the CITY, or its officers, agents, or employees. This indemnification shall extend to and

include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

Title 51 Waiver

CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense as described in section 22, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

23. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables provided under this Contract. The City of Tacoma Insurance Requirements documents are attached as Exhibit C to this Contract and are fully incorporated herein by reference.

Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

24. Nondiscrimination

The CONTRACTOR 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 CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

25. Conflict of Interest

No officer, employee, or agent of the CITY, 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 Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The

CONTRACTOR 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.

26. City ownership of Work/Rights in Data and Publications

A. To the extent CONTRACTOR creates any final work product, excluding any Contractor Materials (defined below) contained or embodied therein, (the "Work") is subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY.CONTRACTOR shall retain all right, title and interest in and to all Contractor Materials. "Contractor Materials" means it working papers and all discoveries, concepts and ideas, whether or not registrable under patent, copyright or similar statutes, including, without limitation, patents, copyright, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data and documentation, and related modifications, improvements and know-how, that CONTRACTOR, alone, or jointly with others, its agents or employees, conceives, makes, develops, acquires or obtains knowledge of at any time before, during, after or outside of this Contract without breach of CONTRACTOR's duty of confidentiality to CITY. To the extent that the Work contains Contractor Materials, CONTRACTOR hereby grants the CITY, its successors and assigns, a royalty-free, nonexclusive license to use the Contractor Materials for its own use. Any interest in the services and work products granted hereunder by CONTRACTOR to CITY shall be effective upon and to the extent of payment by CITY of the fees and expenses invoiced by CONTRACTOR pursuant to this Contract. Notwithstanding anything to the contrary in this Contract, CONTRACTOR and its personnel are free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Contract so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information of CITY. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.
B. The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

27. Public Disclosure

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements herein to mark all content considered to be confidential or proprietary, CITY agrees to provide

CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

28. Confidential or Proprietary Records Must be Marked

If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

29. Duty of Confidentiality

CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the CITY.

Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.

CITY is required to provide notice of the Red Flags Rules published by the Federal Trade Commission in Title 16 Code of Federal Regulations, Part 681 ("Rules") to all entities that receive confidential or otherwise protected personal information of CITY's customers. Terms in quotations in this Section refer to defined terms contained in the "Rules." CONTRACTOR is, as to "Covered Accounts" of CITY for which CONTRACTOR performs activities under the Contract, a "Service Provider." "Service Provider" will report any unauthorized use or disclosure of confidential or otherwise protected personal information that it receives or maintains for CITY related to "Covered Accounts."

This Section shall survive for six (6) years after the termination or expiration of this Contract.

30. Approval for Release of Information Related to Contract

If requested by CITY, CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles without CITY's prior written approval. CONTRACTOR may submit at any time for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

31. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

32. Miscellaneous Provisions

Governing Law and Venue

Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Contract.

Assignment

The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.

No Third Party Beneficiaries.

This Contract 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.

Waiver.

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

Severability and Survival.

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

Entire Agreement.

This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

Modification.

No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.

Direct Solicitation and Negotiation

For service contracts valued $25,000 or less the City signature authorizes waiver of competitive solicitation by "Direct Solicitation and Negotiation" of professional and personal services in accordance with Tacoma Municipal Code 1.06.256 and the Purchasing Policy Manual.

Limitation on Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor.

CITY OF TACOMA:	MOSS ADAMS LLP:
By:	By:

(City of Tacoma use only - blank lines are intentional)

Director of Finance: _____	City Attorney: _____ (as to Form)
Approved By: _____	Approved By: _____
Approved By: _____	Approved By: _____
Approved By: _____	Approved By: _____
Approved By: _____	Approved By: _____

BACKGROUND

Tacoma's public utilities are municipally owned and operated providing electric power, water, rail, wastewater/storm water treatment and solid waste disposal services to customers within Tacoma and the surrounding area. The Power, Water and Rail Divisions are units of the Department of Public Utilities, more commonly referred to as Tacoma Public Utilities (TPU). The Sewer/Surface Water and Solid Waste Management utilities are units of the City of Tacoma, Environmental Services Department. The five utilities may be specifically identified or referred to in whole as the operating divisions in subsequent paragraphs.

TPU Power Division, with over 1,000 employees, provides electrical service to approximately 177,000 retail customers. Four hydroelectric generating projects are owned and operated by the Power Division. The balance of the division's power requirements is obtained through a variety of exchange and purchase agreements with BPA, other utilities and agencies. The Power Division also owns Click! Network, which provides telecommunications services such as cable television, broadband and wholesale internet services. The Power Division's operating revenue for 2017 was $446.3 million.

TPU Water Division, with approximately 230 employees, serves approximately 101,000 customers. The primary source of supply is the Green River located some 42 miles east of the city. An auxiliary well system is also available to meet seasonal and unusual demands. The Water Division's operating revenue for 2017 was $94.6 million.

TPU Rail Division, with over 100 employees, provides rail switching services to the Port of Tacoma and major Tacoma industries under its Tidelands Division. Tacoma Rail also provides rail service from its Capital Division. The Capital Division interchanges rail cars with BNSF in East Olympia. No traffic for the Capital Division enters Tacoma Rail's Tidelands infrastructure. The Rail Division's operating revenue for 2017 was $30.7 million.

The City's Sewer Utility, with approximately 300 employees, provides wastewater and surface water services. The wastewater system processes wastewater through its two plants for approximately 77,000 customers and had revenues of $72.3 million in 2017. The surface water (storm drain) system serves approximately 71,000 customers. Operating revenues in 2017 were $33.8 million.

The City's Solid Waste Management utility, with approximately 180 employees, provides refuse collection and disposal services for approximately 61,000 residences and businesses located within the City's boundaries. Disposal methods include recycling, long-haul to outside landfills, and disposal in a City-owned landfill. Operating revenues in 2017 were $67.9 million.

TPU and the City utilize SAP for ERP applications such as general ledger, payroll, purchasing, treasury, work orders, human resources, and customer billing and accounts receivable (CIS) for utility accounts. Other specific applications unrelated to this project also interface with SAP. Customer billing for Click! Network is Great Lakes Data System.

The Finance Department provides purchasing, disbursements, and financial reporting support to the audit subjects, for all City departments and TPU divisions. The Department's treasury function, which includes all receipting and investing of City funds, is handled exclusively by the City Treasurer, who is an officer of the City.

The Finance Department adheres to the accounting and reporting requirements prescribed by the Federal Energy Regulatory Commission (FERC) and National Association of Regulatory Utility Commissioners (NARUC) and adopted by the State Auditor. The State Auditor examines the financial affairs of the City annually, including the audit subjects.

The Finance Department requires the performance of a financial audit of standalone financial statements for Power, Water, Rail, Sewer/Surface Water, and Solid Waste Management funds for each of the five years ending December 31, 2019 through 2023, and to express an opinion as to whether the statements are presented fairly and in conformity with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and are applied on a basis consistent with that of the preceding year

SCOPE OF SERVICES AND DELIVERABLES

) The scope of services will be limited to the examination of standalone financial statements for each of the five years ending December 31, 2019 through 2023. The purpose of the examinations is to obtain the auditor's opinion on the fairness of the financial statements presented, and are in conformity with generally accepted accounting principles applied on a basis consistent with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and shall include such tests, sampling and other audit techniques as the auditor determines necessary in the circumstances. Any additional services for which the Finance Department would be charged may be subject to a ew contract or amendments to the contract entered into pursuant to this RFP and subject to the provisions of all applicable City ordinances.

b) Prepare standard form audit reports for the Power Division, Water Division, Rail Division, Sewer/Surface Water and Solid Waste Management utilities after examining each standalone financial statements and related records. The audit reports shall include a signed opinion, Statement of Net Position, Statements of Revenues, Expenses, and Changes in Net Position, Statements of Cash Flows, Required Supplementary Information, and accompanying Notes to the financial statements. The Finance Department must receive the audit report no later than five business days following the completion of final field work.

c) It is the responsibility of the financial auditor to request and acquire access to any needed information pertinent to audits of previous years' financial statements. The most likely sources for obtaining such information are the Finance Department and the State Auditor's Office for the year(s) in question.

d) Ascertain whether the operating Divisions' have complied with debt service, bond reserve fund and other requirements as prescribed in the various bond resolutions and ordinances of the City of Tacoma.

e) Prepare and submit a management letter to the Finance Department no later than five days

f) Prepare Engagement Letter and perform agreed upon procedures in conformity with attestation standards related to City requirements established by the Environmental Protection Agency (EPA) under the provisions of the Thea Foss and Wheeler-Osgood Problem Areas RD/RA Consent Decree of the City of Tacoma.

g) Provide two CPE credit qualified training sessions per year by subject matter experts of at least four hours on current topics such as implementation of GASB pronouncements and derivative reporting requirements.

Termination for Convenience Fee(s)

If City terminates this Agreement for convenience, the following Termination for Convenience Fees will be payable by City to Supplier on the termination for convenience effective date:

Contract Year	Termination for Convenience Fee
Contract Year 1	$100,000
Contract Year 2	$75,000
Contract Year 3	$50,000
Contract Year 4	$25,000
Contract Year 5	$0

3.3. Termination Reimbursement Obligations

In the event the City terminates this SOW for cause or for convenience, City's sole right and Supplier's sole obligation (except to the extent otherwise expressly stated in this Agreement) will be for Supplier to promptly refund to City, on a pro rata basis, any SaaS and Managed Services fees paid in advance under this SOW that are unused as of the termination effective date. Such refund will also include any credits due to City that are associated with Supplier's failure to achieve the applicable Service Level Objectives outlined in this Agreement. Any credit refund issued by Supplier may be credited against the Termination for Convenience Fee owed by City.

3.4. Transition services following termination

If, during the Term of this Agreement, City chooses to terminate this Agreement and transition from the Supplier's hosted solution to a City-owned and operated Software model, City must provide Supplier with six (6) months' advanced written notice. Any such notice shall be issued by City no later than one hundred eighty (180) days prior to the end of a given Term. After Supplier's receipt of any such notice, City and Supplier will jointly develop a Transition Services Plan (as defined below) defining the schedule and responsibilities under which the hosting, management, monitoring functions, and migration of City Data within the FlexNet System will be transitioned to City. The schedule will include the termination date of the Services.

Supplier will provide Transition Services for the fees outlined in Exhibit 2 - Pricing. Any Transition Services Plan will include the following:

- Solution design
- Support for City's procurement of equipment and licenses
- RNI installation
- Data migration
- Support for City's documentation of operational procedures
- Support for City's testing and validation processes

If required, Software license and maintenance fees will be negotiated by the Parties.

4. SCOPE OF WORK/SERVICES FOR SOFTWARE-AS-A-SERVICE

4.1. Software as a Service Generally

"Software as a Service" ("SaaS") is a type of service in which Supplier will be responsible for the day-to-day monitoring, maintenance, management, and supporting of City's FlexNet RNI Software application and associated infrastructure. The RNI Software's primary objective is to manage network communications, collect endpoint (such as meters) data, transfer data to City's software systems, and to support associated features and applications.

In a SaaS solution, Supplier owns all components of the solution (server hardware, storage, network equipment, Supplier Software, and all third-party software) required to run and operate the RNI Software.

The managed systems consist of the Hardware, Supplier Software, and other third-party software that is required to operate the RNI Software. The RNI Software will have a production environment and Supplier will provide Disaster Recovery ("DR") services (as defined below). Non-production environments are provided only as defined in Section 4.5 of this SOW. Supplier will manage the RNI Software by providing 24 x 7 x 365 monitoring of the availability and performance of the RNI Software.

For clarity, Supplier is not responsible for Work in: (i) City data center(s), (ii) on City-owned internet connections, or (iii) City-owned backhaul network.

4.2. SaaS – Production Environment

Supplier will provide SaaS for the Supplier's RNI Software as described herein, for so long as City is current in its payments to Supplier.

City's production environment will utilize a dedicated Software instance. RNI Software components and database will not be shared with other customers of Supplier. The City's production environment will utilize an isolated network for City use.

SaaS provided by Supplier shall mean the following Services:

i. Supplier will provide the use of required hardware, located at Supplier' or a third party's data center facility (as determined by Supplier), that is necessary to operate the RNI Software. Supplier will provide no less than ninety (90) days' notice to City if Supplier elects to utilize a third party's data center facility.
ii. Supplier will provide production environment and DR services for RNI Software.
iii. Supplier will provide Patches, Updates, and Upgrades to latest RNI Software release and SaaS infrastructure.
iv. Supplier will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the Supplier data centers. This includes the management of:
    a. Network addresses and virtual private networks ("VPN")
    b. Standard time source (NTP or GPS)
    c. Security access points
    d. Respond to alarms and notifications that are relevant to Supplier's services
v. Capacity and performance management.
    a. Supplier shall monitor capacity and performance of all RNI infrastructure and Software application 24x7x365 to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.) of the application and associated infrastructure.

b. If an issue is identified to have a potential impact to the system, Supplier shall open a ticket and manage the ticket through resolution per Section 5.2.3, Enhanced Support. Supplier will notify City of tickets opened on City's behalf.
c. Supplier shall manage and maintain the performance of the RNI Software infrastructure and perform any change or configuration to the RNI Software infrastructure.
d. Supplier shall manage and maintain the server storage capacity and performance of the Storage Area Network ("SAN") to ensure performance in accordance with this Agreement.
e. Exceptions may occur to the system that require Supplier to take immediate action to maintain the system capacity and performance levels, and Supplier has authority to make changes without City approval as needed, in accordance to the agreed upon standard configuration and change management policies and procedures. Supplier will notify City of such changes in accordance with Emergency Change procedures as documented in Exhibit 4 of this Agreement.

vi. Database management. Supplier will:
a. Define data retention plan and policy. Supplier will provide its Data Retention Plan and Policy document for review by City. Supplier agrees to retain data in the RNI Software from Endpoints for no less than sixty (60) days.
b. Monitor space and capacity requirements to ensure performance in accordance with this Agreement.
c. Respond to database alarms and notifications.
d. Install database Software Upgrades and Patches.
e. Perform routine database maintenance and optimization to maintain capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.

vii. Incident and Problem Management.
a. Supplier shall proactively monitor managed systems (24x7x365) to detect and identify incidents.
b. Supplier shall respond to incidents and problems that may occur to the RNI Software.
c. Supplier shall maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems. Supplier will report results to City within ten (10) business days following root cause analysis.
d. Supplier shall correlate incidents and problems where applicable.
e. Supplier personnel will use Supplier's online portal to document and track all incidents related to City's FlexNet System, including resolution. City shall have access to Supplier's online portal to view all incidents.
f. Supplier shall maintain responsibility for managing incident and problems through resolution, including Supplier resource assignment and coordination with City's personnel and/or any required third-party vendor to resolve the issue.
g. Supplier shall provide telephone support consistent with Section 5.2.3.2, Technical Support in the case of events identified by City.
h. Additional applicable security provisions are contained in the Master Agreement.

viii. Security Management. Supplier shall:
a. Monitor the physical and cyber security of the server and RNI Software 24x7x365 to ensure system is secure in accordance with the Master Agreement.
b. Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.

c. Conduct periodic penetration testing of the network and data center facilities.
d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
e. Perform Anti-Virus and Malware patch management on all systems.
f. Install Updates to virus protection software and related files (including Virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
g. Respond to any potential threat found on the system and work to eliminate Virus or Malware found.
h. Adhere to NERC/CIP Cyber Security standards.
i. Monitor industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Supplier Security team.
j. Provide secure web portal access (SSL) to the RNI Software.

ix. Backup and DR Management.
a. Supplier shall provide disaster recovery services in order to avoid or minimize loss of City Data and/or City's loss of RNI Software access directly resulting from disaster events including, but not limited to, extreme weather events, extreme seismic events, and cyber-attacks that compromise Supplier's data center infrastructure.
b. Supplier shall perform daily backups providing one (1) year of history.
c. Supplier shall back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters or cyber-attacks and to meet file recovery needs.
d. Supplier shall replicate the RNI Software environments to a geographically separated data center location to provide a full DR environment for the RNI Software production system.
e. Supplier shall provide DR environment and perform fail-over to DR environment within twenty-four (24) hours of declared event.
f. Within ten (10) business days of any disaster event, Supplier shall provide a report to City measuring performance against the DR plan and identification of problem areas and plans for corrective action.
g. Supplier shall create and maintain in collaboration with the City, a DR plan. Supplier shall provide this DR plan to the City.
h. In the event of a disaster event, Supplier shall provide the Services in accordance with the DR plan.
i. In the case of a disaster event and/or loss of access to or use of the RNI Software, Supplier will achieve the Recovery Time Objectives ("RTO") and Recovery Point Objectives ("RPO") specified herein to restore operations at the same location or at a backup location.
j. The RNI Software shall have an RTO of twenty-four (24) hours.
k. The RNI Software shall have an RPO of one (1) hour, meaning that no more than one (1) hour of data may be lost. All meter-related data shall be pushed from each FlexNet Base Station restoring the database to real-time minus external interfaced systems from the day prior.
l. Data from external interfaced systems shall be recreated within a twenty-four (24) hour period with the assistance of City personnel and staff, as needed.

4.2.1. Initiation of SaaS

The SaaS Production environments will be initiated based on a schedule mutually developed by City and Supplier project teams.

4.2.2. FlexNet System Operational Change Management

City utilizes a change management process and the existing form of that process is documented in Exhibit 4.

For the operation of the FlexNet System, Supplier will maintain and use an internal change management process. The existing form of that process is documented in Exhibit 5.

For all changes other than emergency changes, Supplier will notify City of the proposed change and provide information to support City's internal change management process. Supplier will take the reasonably necessary steps required to provide notice to City for the proposed change. For non-emergency changes, Supplier will make changes after documented approval by City.

For emergency changes, City approval is not required and Supplier will notify City promptly after the change. Such notification will include information required for City's documentation of the change. To the extent practical, Supplier will notify City in advance of emergency changes.

Each Party shall promptly provide updated change management process documents to the other Party in the event that changes to that process impact the other Party.

4.2.3. Data Center Site Security

Supplier currently complies with SSAE 16 physical security requirements, in accordance with Exhibit D of the Master Agreement, but reserves the right to modify its practices according to industry best practice.

4.2.4. Data Access

Supplier shall provide City with access to City Data subject to the applicable terms of the Master Agreement. This may be through user role permissions, administrator role permissions, application programming interfaces ("APIs"), or other means. In the event that City Data cannot be readily accessed, Supplier and City agree to collaborate on the preferred method of accessing City Data in a timely manner.

For clarity, Supplier agrees that there will be no additional charge for access to City Data or services required to provide the access contemplated under this Section.

4.2.5. Periodic Disaster Recovery Testing

Supplier certifies that it conducts DR testing between its two United States based data centers at least annually. Supplier conducts this testing on nonspecific SaaS environments. After completion of the DR testing, Supplier will notify City. Supplier agrees to share the results of this DR testing with City upon request. If the results of this testing indicate that there is a potential for improvement of City processes related to failover, City and Supplier will collaborate on a process improvement.

4.3. Data Center Connectivity

Supplier will provide its standard plan for site-to-site VPN data center connectivity to City for review. Supplier will perform configuration of a secure network connection with City in accordance with that standard plan, or as otherwise mutually agreed. Each Party is responsible for its own expenses associated with the secure network connection. If City requires customization of the standard data center connection, such as a private direct connection or MPLS, City will be responsible for Supplier's additional costs for any such customization. Both Parties will agree in writing prior to performing any Work related to customization.

Each Party shall be responsible for ongoing monitoring and management of its side of the secure network connection to maintain the function as a front-haul connection between Supplier's data center and City.

City will use this secure network connection to access the RNI system and connect the RNI system to City's back-office and corporate network.

4.4. WAN Backhaul Circuit

City will maintain and pay for a secure network connection from the WAN backhaul provider. On a 24x7x365 basis, Supplier will monitor the availability of the secure network connection from the WAN backhaul to the data center, which is used to carry traffic between the FlexNet Base Stations and Supplier's data center. Supplier will provide ongoing monitoring and management of the secure network connection termination equipment. If City chooses to establish and employ a dedicated telecommunications circuit for WAN backhaul connectivity in lieu of or in addition to the aforementioned network connection, City will maintain that connection at City's expense and Supplier will monitor that connection.

4.5. SaaS – Non-Production Environments

Supplier will provide non-production SaaS RNI environments for the purposes of development, testing, and other similar uses. The Sandbox SaaS RNI environment initiated in the executed Statement of Work for AMI Sandbox Environment Implementation may be transitioned for administration under this SOW.

Non-production environments will be initiated and terminated as directed by City. Such direction will be provided for by the delivery of a task authorization form, as shown in the attached Exhibit 3, by City to Supplier. Said form will indicate the requested availability date and duration the non-production environment is to be operated. City shall provide no less than thirty (30) days' notice to initiate a non-Production environment, and the minimum duration for a non-production environment is six (6) months unless otherwise mutually agreed. The duration of the non-production environment may be extended or terminated based on written notice of the City with no less than sixty (60) days' notice. Initiation, termination, and other events will be documented as defined by the change management process.

Non-production environments are backed up, but do not include DR services, nor any Service Level Objectives for uptime or performance. Supplier will monitor non-production environments 24x7x365, and will maintain non-production environments during working hours. If service of a non-production environment is interrupted, Supplier will provide a report that includes a root-cause analysis.

Supplier will provide written notification to City upon completion of setup, testing and validation of requested non-production environment(s), and such notification constitutes "Availability of the Environment." Written notification will indicate tests performed upon the non-production environment and test results. Upon such availability of the non-production environment, Supplier will begin providing SaaS for that non-production environment and, consistent with this Agreement, commence the invoicing applicable for the SaaS Fees.

5. SCOPE OF WORK/SERVICES FOR FLEXNET MANAGED SERVICES

Supplier will provide FlexNet Managed Services for the City's FlexNet System.

5.1. FlexNet Managed Services Generally

FlexNet Managed Services is a type of service in which Supplier will be responsible for the day-to-day operation of City's FlexNet System as defined herein. Additionally, Supplier will provide and coordinate maintenance and support for the FlexNet System. This includes 24x7x365 Hardware and application

monitoring, ticket generation, advanced security monitoring, and preventative maintenance monitoring using diagnostic Software tools.

FlexNet Managed Services, as provided by Supplier to Customer under this Agreement, means only the items listed in Section 5.2 below. If an item is not included in Section 5.2 below, it is specifically excluded from FlexNet Managed Services and is subject to additional pricing.

For clarity, Supplier is not responsible for Work in: (i) City data center(s), (ii) on City-owned internet connections, or (iii) City-owned backhaul network.

5.2. Managed Services Package:

Supplier shall be responsible for providing the following services to the City for so long as City is current in its payments for FlexNet Managed Services:

5.2.1. Ongoing Operations Management

Supplier will provide all of the following:

1. Supplier will be responsible for the day-to-day remote operations, management, maintenance, and monitoring of the Customer's FlexNet System.
2. Supplier, via the network operation center, shall monitor the FlexNet System to ensure the early identification and resolution of anomalies within the FlexNet System on a 24 x 7 x 365 basis.
3. Supplier shall monitor and manage FlexNet Base Station firmware/Software using standard key performance indicators for performance & capacity management (storage, CPU, memory, security, etc.).
4. Supplier will monitor and respond to FlexNet System, ticket generation, and other alerts regarding the FlexNet Network.
5. Supplier shall perform remote initial triage and troubleshooting of FlexNet System outages.
6. Supplier will notify City, without delay, of emerging issues that may impact City's use of the FlexNet System.
7. Any issues identified by Supplier that cannot be resolved remotely shall be transferred to City by the network operation center for onsite resolution. Supplier's tracking of the issue will include City's resolution. Alarm response times are defined in the Service Level Objectives descriptions below. Supplier is not responsible for any on-site activities related to City's WAN, connectivity, and FlexNet Base Stations.
8. Supplier shall provide remote firmware maintenance, which includes transmission of Patches, Updates, and Upgrades and ensuring successful completion of said activities for the following items:
    a. FlexNet Base Station software and firmware
    b. Endpoint firmware, including metrology firmware and communication module firmware as appropriate
9. Supplier shall promptly coordinate with City to respond to all reported or detected Radio Frequency ("RF") interference, and shall endeavor to resolve such RF interference as quickly as practicable. As necessary, Supplier shall dispatch personnel and RF engineer technicians to troubleshoot interference and perform necessary tasks to mitigate the interference, which may include

filing complaints with the FCC to stop any unlawful or harmful interference with the Spectrum.

10. Cybersecurity of FlexNet Base Stations will be managed, monitored and maintained by Supplier' security team according to the terms of the Master Agreement.

Supplier is not responsible for responding to alarms from Endpoints including, but not limited to, tamper alarms, power outages, leak alarms, and temperature alarms

5.2.2. Reachability

1. Supplier will perform regular automated network tuning and ad hoc manual tuning as required to maximize FlexNet System performance. Tuning includes:
    a. Reviewing stale meters
    b. Evaluating success of register and interval reads
    c. RF channel traffic
    d. Overall network health, capacity, and performance.
    e. Communications configuration changes for Endpoints will be made to ensure optimal performance is being achieved on each channel and frequency.
    f. Identify meters to repeat enable / add to do not tune list
    g. Reconfigure communications configurations for Endpoints. This includes, but is not limited to, transmit frequency, transmit mode, and modulation. For clarity and avoidance of doubt, this does not include configuration of metrology.
2. Supplier shall perform manual network operations:
    a. Supplier shall perform radio restarts at individual Endpoints.
    b. Supplier shall perform remote research and troubleshoot malfunctioning Endpoints.
    c. Supplier shall provide research and support to resolve those Endpoints where site visits are required to resolve communications issues.
    d. City may request on-site assistance from Supplier, and the Parties will determine a mutually agreeable schedule for such activities.

5.2.3. Enhanced Support

Supplier will provide City with a single point of contact for support of technical issues identified by City. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

1. City (for assistance with the easiest and lowest time-consuming activities)
2. Supplier employees or contracted personnel

5.2.3.1. Support Categories

Supplier is responsible for the following five support categories:

1) General questions regarding functionality, use of product, how-to, and requests for assistance on Supplier's FlexNet System.

2) Proactive reporting and resolution of problems.

3) Reactive reporting to isolate, document, and solve reported Hardware/Software defects.

4) Responding to service requests and product changes.

5) Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

5.2.3.2. Telephone Support Hours

Supplier will provide telephone support during the following standard support hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM Eastern Time to 8:00PM Eastern Time. After hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

5.2.3.3. Support Procedures

City support procedures are as follows:

1) City identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2 or as otherwise directed. The Supplier resource will submit a ticket.

2) The customer service associate or technical support engineer will identify the caller name and utility by the assigned Software serial number, city, and state in which the call originated.

3) The severity level is then captured into a ticket for creation and resolution processing. [redacted]

[redacted]

a centrally cleared and dispatched market such as the EIM. In addition, staff resources are already stretched with many key staff members across the organization assigned to multiple projects. The lack of specific experience and availability of staff resources could lead to a delay in implementation and/or an implementation that is problematic an inefficient. Given that new participants can only join the EIM on April 1st of each year, any delay that results in missing the go-live deadline of April 1st will result in an implementation delay of at least one-year.

SBE/LEAP COMPLIANCE: Not applicable

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Tacoma Power Fund 4700	80000465	5310100	$3,500,000
TOTAL			**Up to: $3,500,000**

* General Fund: Include Department

REVENUES:

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

TACOMA POWER | TACOMA WATER | TACOMA RAIL
TACOMA PUBLIC UTILITIES

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: $ 1,200,000

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? No

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

Staff believes the cost of EIM implementation services can be offset with budget reductions in other areas. Budget reductions have already been identified to cover the cost of EIM integration services in the current biennium.

Chris Robinson, Power Superintendent

APPROVED:

Jackie Flowers, Director of Utilities

City of Tacoma

Date: September 6, 2019

To: Jackie Flowers, Director of Utilities/CEO

From: Chris Robinson
Power Superintendent/COO

Subject: Authorization of Direct Negotiation for Professional Services and Personal Services over $25,000

For your review and recommendation.

In accordance with TMC 1.06.256 (B), Power Management requests a waiver of the competitive solicitation process and authorization to directly negotiate with **Utilicast, Kirkland, WA,** for consulting services, for an amount of $3,500,000.00, plus applicable sales tax.

Direct negotiation approval constitutes a waiver of further competitive solicitation for amendments to the subject contract provided that any such amendment(s) shall be signed by personnel as authorized in the Delegation of Procurement Signature and Approval Authority memorandum. Contract totals shall not exceed $200,000 without City Council or Public Utility Board approval as appropriate.

EXPLANATION: This is a one-time project that will consist of two primary phases.

Phase 1 is for assistance during the screening and selection of the software solutions required to integrate Tacoma Power into the California Independent System Operator's (CAISO) Western Energy Imbalance Market (EIM). Such assistance will include help preparing for, and organizing Tacoma's scoring of, vendor proposals. Utilicast will also assist in scheduling and facilitating vendor demonstrations and will provide non-voting, advisory services to Tacoma's Selection Advisory Committee throughout the software/vendor selection process.

Phase 2 will be for the provision of EIM Integration Services. During Phase 2 of the contract, Utilicast will assist Tacoma with the completion of all tasks required to begin participation in the EIM including post go-live support as needed. During this phase of the contract Utilicast will support activities including, but not limited to: software integration and testing, project management, coordination and communication, joint Tacoma/CAISO/vendor meetings, network system modeling, EMS upgrades, business and technical process mapping, documentation, EIM market simulation and readiness demonstration, operational readiness planning, training, and market operations normalization/stabilization.

JUSTIFICATION FOR DIRECT NEGOTIATION:

1. Explain why it's in the best interest of the city to waive the competitive solicitation process.

   Utilicast in the only consulting firm that is currently providing EIM Integration Services. This fact greatly reduces the benefits of a competitive solicitation and may even result in added cost due to the estimated extra two months that such a solicitation would take compared to a direct negotiation.

The only other consulting firm to provide full-scale integration services has been Deloitte and Touche, which helped Puget Sound Energy join the EIM in 2016. Puget and Deloitte have a longstanding relationship that pre-dates the EIM. It is likely that Puget leveraged Deloitte's existing knowledge of the utility during integration. Importantly, Deloitte has not served as an integrator for another utility since.

Seattle City Light issued an RFP for EIM integration consulting services in 2017. Only two entities met the minimum qualifications for submitting a response to Seattle's RFP. One entity was Utilicast and the other was a partnership between Accenture and Omnetric . Although both entities met the minimum qualifications, only Utilicast submitted a proposal and the partnership between Accenture and Omnetric ended in 2018

In addition to being the only consultant currently providing EIM integration services, Utilicast has developed substantial knowledge of Tacoma's applicable EIM systems, processes, and staff. That knowledge has been built up via Utilicast's work as Tacoma's Energy Management System (EMS) integrator, the author of Tacoma Power's EIM roadmap, and their role in assisting Tacoma Power with the development of requirements for the software needed to participate in the EIM.

Due to their dominance of the EIM integration market Utilicast would be the winning respondent were Tacoma to go through an RFP process for EIM integration services. Should Tacoma include a minimum requirement such as "must have experience integrating two or more utilities into the EIM", Utilicast would be the only firm that would qualify to respond. Tacoma could go with a less restrictive minimum qualification, but will need to ask if it is prudent to hire a consultant with one or no EIM integrations under their belt. In addition, Tacoma would need to carefully consider the risk and efficiency loss of employing a different integrator given the level of both EIM integration and Tacoma specific experience that has been accumulated by Utilicast.

2. Is this purchase based on a previous competitive solicitation conducted by the City or other agency? If yes, provide the contract information, specification number, etc., and explain the relationship of this request to the previous contract.

   This purchase is not based on a previous competitive solicitation.

3. Describe the screening efforts made to identify potential service providers.

   Tacoma staff reached out to industry contacts in order to identify the resources used to assist with EIM integration at entities that have joined, and are working to join, the EIM. Of the 18 entities that have joined, or are planning to join, the EIM:

   10 - have contracted with Utilicast
   5 - have used in-house staff to perform the integration
   2 - have not yet contracted for integration services
   1 - Puget Sound Energy contracted with Deloitte & Touche in 2016

   Of the five utilites that relied solely on their own staff to perfrom integration activities, two of the utilitiles were the first two entities to join the EIM and there were no consuling firms with

EIM integration experience at the time. (Utilicast then hired EIM experienced staff away from those, and subsequent, utilities.) The third self-integrating entity was PowerEx, which has an abundance of staffing resources and participates in the EIM in a simplified manner do to being a Canadian entity. The fourth self-integrating utilitity was BANC/SMUD for which Utilicast provided project management and described SMUD as being in the best position to join the EIM as any utility that they had encountered. The fifth self-integrating utility will be the remainder of BANC which will rely on SMUD's expertise and will also be using Utilicast for project management services. In summary, the entities that have relied primarily on their own staff to perform integration activities either A) had no other choice because experienced consultants were not yet available or B) were in a good position to do so based on resource availability and technological readiness.Tacoma Power does not fall under either category A or category B.

Of the 2 entities that are planning to join the EIM, but have not yet contracted for integration services, both have contracted with Utilicast for pre-EIM planning and evaluation.

Puget Sound Energy is the only utility which has used a consulting firm other than Utilicast for EIM integration services. That consulting firm was Delloitte & Touche. Delloitte and Puget had a long-standing previous relationship and Delloitte has not performed another EIM integration since.

4. Describe the efforts made to assure that the City is receiving the lowest or best price possible.

   Utilicast is currently performing nearly identical services for Seattle City Light. Seattle City Light's contract with Utilicast is for approximately $3,500,000. Tacoma is basing the price of this contract on the dollar value of the contract between Seattle City Light and Utilicast for those similar services.

FUNDING: Funds for this purchase are available in the Fund Name - Power Fund 4700

SBE COMPLIANCE: The Department/Division has checked the City of Tacoma Small Business Enterprise (SBE) website for opportunities to contract with SBE firms on September 6, 2019. There are no qualified SBE vendors at this time.

PROJECT COORDINATOR: Chris Juchau, Power Management, 253-441-4106.

Direct Negotiation document approved by the following members:

9/24/19 Charles Ray Johnson
9/25/19 Chris Robinson
9/26/19 Jacqueline Rhea Flowers

TACOMA POWER | TACOMA WATER | TACOMA RAIL
TACOMA PUBLIC UTILITIES

RESOLUTION NO.: U-11110
ITEM NO.: 5
MEETING DATE: OCTOBER 23, 2019

TO: Board of Contracts and Awards
FROM: Joseph A. Wilson, PE, Transmission and Distribution Manager
Joe Parris, Transmission and Distribution Contract Program Manager
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, and Alex Clark, Finance/Purchasing
SUBJECT: Underground Utility Locating
Request for Proposals Specification No. PT19-0077F – October 23, 2019
DATE: October 7, 2019

RECOMMENDATION SUMMARY:
Tacoma Power recommends a contract be awarded to USIC Locating Services, LLC, Indianapolis, IN, for underground utility locating services, in the amount of $1,302,405.00, plus applicable taxes, for an initial contract term of three years with the option to renew for two one-year periods, for a projected contract amount of $2,221,080.52.

BACKGROUND:
This contract will provide qualified locators, equipment, and the required supervision to identify and mark underground utilities. Utilities will be located with an underground device. Once identified, the area is marked with a water soluble fish friendly paint. The work may be performed within the right-of-ways of private, county, city highway, and limited access freeway roadways.

ISSUE: Tacoma Power has approximately 2,400 locate requests per month. This number has increased considerably in the past three years due to an increase in construction and a State revision to Revised Code of Washington (RCW) Chapter 19.122 which requires locates for the placement of real estate sign posts. Overflow locating requests, beyond our crews capacity, will be performed by USIC Locating Services, LLC.

ALTERNATIVES: Tacoma Power could forego awarding a contract and have in-house crews perform all locates. However, this would have significant impact on internal resources and negatively effect service time to our customers.

COMPETITIVE SOLICITATION:
Request for Proposals Specification No. PT19-0077F was opened April 16, 2019. Six companies were invited to bid in addition to normal advertising of the project. Only one submittal was received, which was from USIC Locating Services, LLC. A three-member selection advisory committee (SAC) scored the proposal using the following categories and weights: Services to be Provided – 25%; Experience and Qualifications – 25%; Quality Control and Safety Program – 15%; Pricing for Services – 30%; and Small Business Enterprise (SBE) / Minority and Women's Business Enterprise (MWBE) – 5%.

Respondent	Location	Score
USIC Locating Services, LLC	**Indianapolis, IN**	**82.5**

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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
Power 4700 Fund			$2,221,080.52
TOTAL			

REVENUES:

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

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: $436,392.00

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

APPROVED:

Jackie Flowers, Director of Utilities

October 23, 2019

MOTION

I hereby move that the following motion be approved:

19-07. Pursuant to the City of Tacoma, Public Utility Board, RULES FOR ORDER OF BUSINESS, Rule 1(b), the Public Utility Board meetings and study sessions regularly scheduled for November and December 2019 will be set for November 13, 2019 and December 4, 2019.

RESOLUTION NO. U-11111

A RESOLUTION relating to employment, authorizing a collective bargaining agreement between the City and the Tacoma Joint Labor Committee.

WHEREAS the City of Tacoma and the Tacoma Joint Labor Committee have negotiated a proposed Collective Bargaining Agreement ("Agreement"), and

WHEREAS the City has, for years, adopted the policy of collective bargaining between the various labor organizations representing employees and the administration, and

WHEREAS, pursuant to said policy, the Tacoma Joint Labor Committee, (which includes the following unions: Professional & Technical Employees, Local 17; Tacoma Firefighters, Local 31; Teamsters Local Union No. 117; Washington State Council of County and City Employees, Local 120; International Association of Machinists & Aerospace Workers, Local 160; Teamsters Local 313; and the International Brotherhood of Electrical Workers, Local 483); and representatives of the administration of the City have engaged in collective bargaining and have reached an agreement relating to certain employee benefits, and

WHEREAS the proposed agreement covers the period from January 1, 2020, through December 31, 2021, and

WHEREAS the proposed collective bargaining agreement provides for the continuation of employee benefits for the term of the two-year agreement; the City will continue to pay the full premium cost for dental and vision insurance for eligible full-time employees, and

WHEREAS in 2020, part-time employees scheduled to work thirty (30) hours or more per week will make benefit premium share contributions equal to those of full-time employees, and

WHEREAS in 2021, full-time employee premium share contributions for medical will increase to $50 per month for employee-only coverage and $100 per month for employee plus family coverage, and

WHEREAS other changes for 2020 include: adding out-of-network coverage at a 50 percent co-insurance rate for the Regence plans, amending the Delta Dental plan to provide for a more common benefit structure that removes barriers to preventive care, and increasing the hardware allowance for the VSP vision plan to provide parity with what is offered under the Kaiser Permanente medical plan for vision benefits, and

WHEREAS in addition, there is also an increase in the meal allowance amount paid to employees to include an increase of $18 per meal, except where an applicable Collective Bargaining Agreement allows for a higher allowance; Now, therefore,

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

That said proposed Collective Bargaining Agreement between the City of Tacoma and the Tacoma Joint Labor Committee is approved and the Council of the City of Tacoma is requested to concur in the approval and authorize the proper officers of the City to execute said Agreement substantially in the form on file, as approved by the City Attorney, by its terms

and to remain in full force and effect from January 1, 2020 through December 31, 2021.

Approved as to form and legality:

Chief Deputy City Attorney

Clerk

Chair

Secretary

Adopted

Request for Board meeting of October 23, 2019

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

REQUEST FOR RESOLUTION

Date October 14, 2019

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 recommending approval of a proposed 2020-2021 Collective Bargaining Agreement negotiated between the City of Tacoma and the Tacoma Joint Labor Committee that provides for employee health and welfare benefits.

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

   This Resolution requests the Public Utility Board recommend approval to the City Council regarding a proposed two-year Collective Bargaining Agreement with the Tacoma Joint Labor Committee, effective January 1, 2020 through December 31, 2021. The City Council has been scheduled to consider the agreement as a resolution on November 5, 2019.

   The Unions which comprise the Tacoma Joint Labor Committee are: Professional & Technical Employees, Local 17; Tacoma Fire Fighters, Local 31; Teamsters Local Union No 117; Washington State Council of County and City Employees, Local 120; International Association of Machinists & Aerospace Workers, Local 160; Teamsters Local 313; and the International Brotherhood of Electrical Workers, Local 483.

3. Summarized reason for resolution:

   The resolution recommends approval of the City Council's authorization to execute all provision of the Collective Bargaining Agreement negotiated with the Tacoma Joint Labor Committee on behalf of those employee represented by said unions that comprise the Tacoma Joint Labor Committee.

4. Attachments:
   a. Proposed Collective Bargaining Agreement
   b. Letter from Jackie Flowers, Director of Utilities/CEO

5. ☐ Funds available ☐ Proposed action has no budgetary impact

6. Deviations requiring special waivers: ☐ None

Originated by:	Requested by:	Approved:
Section Head	Human Resources Director	Director of Utilities

Ubd Res Req

TACOMA PUBLIC UTILITIES
3628 South 35th Street
Tacoma, Washington 98409-3192

October 14, 2019

To the Chairman and Members of the Public Utility Board
And
To the Mayor and Members of the City Council

The Management Negotiating Team recommends adoption of a proposed 2020-2021 collective bargaining agreement negotiated between the City of Tacoma and the Tacoma Joint Labor Committee. The agreement will be considered by the City Council as a Resolution on November 5, 2019.

The Unions which comprise the Tacoma Joint Labor Committee include: Professional & Technical Employees, Local 17; Tacoma Firefighters, Local 31; Teamsters Local Union No 117; Washington State Council of County and City Employees, Local 120; International Association of Machinists & Aerospace Workers, Local 160; Teamsters Local 313; and the International Brotherhood of Electrical Workers, Local 483.

The proposed collective bargaining agreement provides for the continuation of employee benefits for the term of the two-year agreement. The City will continue to pay the full premium cost for dental and vision insurance for eligible full-time employees. Highlights of the proposed agreement include that in 2020, the agreement provides that part-time employees scheduled to work thirty (30) hours or more per week will make benefit premium share contributions equal to those of full time employees. In 2021, full-time employee premium share contributions for medical will increase from $40 to $50 per month for employee only coverage, and $80 to $100 per month for employee plus family coverage.

Other changes that take effect in 2020 include: adding out-of-network coverage at a 50 percent coinsurance rate for the Regence plans, amending the Delta Dental plan to provide for a more common benefit structure that removes barriers to preventive care, and increasing the hardware allowance for the VSP vision plan to provide parity with what is offered under the Kaiser Permanente medical plan for vision benefits. It also provides for an increase to the meal allowance amount paid to employees from $15 to $18 per meal, except where an applicable collective bargaining agreement provides for a higher allowance.

It is recommended that the Public Utility Board and the City Council take the necessary approving action.

Very truly yours,

Jackie Flowers
Director of Utilities

TACOMA POWER

TACOMA WATER

TACOMA RAIL

#314798

6.2.1 Eligibility. Permanent, project, appointive, and temporary pending exam employees and their dependents are eligible for coverage beginning on the first day of the calendar month following the date of hire, unless the date of hire is also the first working day of the calendar month, in which case benefits eligibility begins on the date of hire. All other temporary employees and their dependents are eligible for coverage beginning on the first day of the calendar month following 60 days of continuous employment from the date of hire.

6.2.2 Default Options. If permanent, project, appointive and temporary pending exam employees fail to enroll or waive medical coverage within the required enrollment period, the employee will be enrolled automatically in the City's default medical plan. The default plan shall be the Regence BlueShield PPO Plan. If a temporary employee fails to timely enroll or waive coverage, the employee will be determined to have waived coverage, until such time as they enroll pursuant to a qualifying life event or an open enrollment period.

6.2.3 City Payment of Claims/Premiums. Except as provided below, the City will pay the claims or premiums (according to the plan selected by the employee) associated with the medical insurance selected by the employee and eligible dependents from the City's Health Care Trust. The City will not use reserve funds for purposes other than paying costs associated with the maintenance and administration of its health insurance plans without the express negotiation and consent of the Joint Labor Committee.

6.2.4 Employee Contributions to Premiums.

Effective January 1, 2020 through December 31, 2020, Employees selecting employee-only coverage will contribute $40 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute $80 per month towards the premium costs of medical insurance.

Effective January 1, 2021, Employees selecting employee-only coverage will contribute $50 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute $100 per month towards the premium costs of medical insurance.

Effective January 1, 2020, in addition to these amounts, part-time employees working at least twenty (20), but less than thirty (30) hours per week will be responsible for the remainder of the premium cost of the plan they have selected after the City has made a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Employees will be eligible for benefits based on assigned work schedule. The work schedule shall be determined monthly, for pay periods in the upcoming month. Such schedules will be rounded up to the nearest four (4) hour increment. Part-time employees working thirty (30) or more hours per week will make contributions equal to those of full time employees. For all other purposes or benefit calculations, the City's definitions and policies regarding part-time employment will govern.

6.2.5 Wellness Credit. Employees participating in wellness will receive a $20 per month credit toward their premium contribution for medical insurance coverage

under the Regence PPO Plan or Kaiser Permanente HMO Plan, or a $40 per month credit toward their premium contribution for coverage under the Regence HDHP/HSA Plan. Employees in a temporary status are not eligible to receive the credit.

Employees or their eligible dependents may not be insured on more than one City medical insurance plan. If an employee has a spouse/domestic partner or adult child under the age of 26 working for the City, and each completes the participation requirements of the Wellness Incentives, each employee will receive the Wellness Credit toward the employee premium contributions for medical insurance coverage.

6.2.6 Contributions to HSA Accounts. Employees who select the Regence HDHP/HSA Plan will receive the following annual contributions to a health savings account. Contributions will be deposited on a monthly basis. Employees may contribute to their own accounts up to the maximum dollar value permitted by applicable law.

a. Employees Who Participate in Wellness – $1250 per year for employees selecting employee-only coverage; $2500 per year for employees insuring one or more dependents.

b. Employees Who Do Not Participate in Wellness – $500 per year for employees selecting employee-only coverage; $1000 per year for employees insuring one or more dependents.

6.3 **Dental and Vision Insurance**. The City will provide dental and vision insurance to employees and eligible dependents according to the terms of its insurance plans. The City will not make changes to its dental or vision insurance plans during the term of this Agreement without first bargaining with the Joint Labor Committee. The City will pay the full premium cost for dental and vision insurance for employees and eligible dependents. Part time employees working at least twenty (20), but less than thirty (30) hours per week will be responsible for a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Part-time employees working thirty (30) or more hours per week will make contributions equal to those of full time employees. For all other purposes or benefit calculations, the City's definitions and policies regarding part-time employment will govern.

6.4 **Dual Coverage.** No City employee or eligible dependent may be insured under more than one City medical, dental, or vision insurance plan. Employees whose spouses/domestic partners/children up to age 26 are eligible for medical insurance benefits through the City will share the costs of insurance as follows:

6.4.1 Employees Choosing the Same Plan – One spouse/domestic partner will be placed on the other's medical, dental, or vision insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.

6.4.2 Employees Choosing Different Plans – If spouses/domestic partners elect coverage under different plans, they may not provide coverage to their spouse/domestic partner on their medical, dental, or vision insurance plan.

Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.

6.4.3 Children up to Age 26 – Benefit-eligible employees whose parents are City employees must elect coverage in their name (paying the applicable premium contribution) or coverage as a dependent on their parent's plan (with no premium contribution), but may not receive coverage under two medical, dental or vision insurance plans.

6.5 **Opt Out With Proof of Insurance.** Subject to any applicable legal restrictions imposed by the Employer's medical, dental and vision insurance providers, full-time and part-time employees may choose to opt out of the Employer provided medical, dental and/or vision insurance. To be eligible to opt out of the medical, dental and/or vision insurance, full-time permanent, project, appointive, and temporary pending exam employees shall be required to: (i) provide the Employer with written proof of alternative medical, dental and vision insurance coverage; and (ii) notify the Employer in writing within thirty (30) calendar days if he/she should lose their alternative medical, dental and vision coverage.

6.6 Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code. This section provides in part for the following:

6.6.1 Full-time employees shall accrue vacation leave hours for each biweekly pay period pursuant to the following schedule:

Completed Years of Aggregate Service	**Accrued Hours per Pay Period**	**Hours of Vacation Leave**
Completion of years 0, 1, 2, 3	3.69	96
Completion of years 4, 5, 6, 7	4.60	120
Completion of years 8, 9, 10, 11, 12, 13	5.22	136
Completion of years 14, 15, 16, 17, 18	6.14	160
Completion of 19 years	6.45	168
Completion of 20 years	6.76	176
Completion of 21 years	7.07	184
Completion of 22 years	7.38	192
Completion of 23 years	7.69	200
Completion of 24 years	8.00	208
Completion of 25 years	8.31	216
Completion of 26 years	8.62	224
Completion of 27 years	8.93	232
Completion of 28 years or more	9.24	240

Employees vacation accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year.

6.6.2 Part time employees will accrue vacation on a pro-rated basis according to the percentage their FTE bears to full-time

6.6.3 Employees accrue vacation in each pay period in which they are in a paid status. An eligible employee shall accrue vacation based on the above schedule beginning from the date of their appointment.

6.6.4 Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate

6.6.5 Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees. Authorized vacation time may be used in increments of one tenth (1/10) of an hour.

6.6.6 For the purposes of this Section, permanent employees of the Municipal Belt Line Railway who are assigned to the extra board will be considered as full-time employees.

6.7 Sick allowance with pay shall be as provided in Section 1.12.230 - 1.12.232 of the Tacoma Municipal Code. This section provides in part the following:

6.7.1 Each regularly employed full-time employee, including temporary employees, shall accrue sick leave at the rate of 3.69 hours for each biweekly pay period in which he or she has been in a paid status. There is no limit to the number of sick leave days an employee may accrue. Part-time employees shall accrue sick leave on a prorated basis according to the percentage their FTE bears to full-time.

6.7.2 An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty five percent (25%) of his/her sick leave accruals. An employee separated in good standing from service for any other reason who has a minimum of ten (10) days accrual, is compensated to the extent of ten percent (10%) of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.

6.7.3 Permissible uses of sick leave are described in Tacoma Municipal Code Sections 1.12.230 – 1.12.232.

6.8 Personal Time Off shall be as provided in Section 1.12.248 of the Tacoma Municipal Code. This section provides in part for the following:

6.8.1 Employees enrolled in the Personal Time Off (PTO) Plan shall accrue PTO hours for each bi-weekly pay period pursuant to the following schedule. Employees receive PTO in lieu of vacation and sick leave

Completed Years of Aggregate Service	Hours per Year	Hours per Pay Period
Completion of years 0, 1, 2, 3	144	5.54
Completion of years 4, 5, 6, 7	168	6.46
Completion of years 8, 9, 10, 11, 12, 13	184	7.08
Completion of years 14, 15, 16, 17, 18	208	8.00
Completion 19 years	216	8.31
Completion of 20 years	224	8.62
Completion of 21 years	232	8.92
Completion of 22 years	240	9.23
Completion of 23 years	248	9.54
Completion of 24 years	256	9.85
Completion of 25 years	264	10.15
Completion of 26 years	272	10.46
Completion of 27 years	280	10.77
Completion of 28 years or more	288	11.08

6.8.2 Employees shall accrue PTO on a prorated basis according to the percentage their FTE bears to full-time. Employees' PTO accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year. An employee may accrue a maximum of 960 hours of PTO.

6.9 On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code. That section provides in part:

6.9.1 In the case of a disability covered by State Industrial Insurance or Worker Compensation, the first three (3) calendar days shall be paid at the regular normal pay and charged to earned leave, in the event the time loss is less than fifteen (15) calendar days.

6.9.2 For one-hundred-twenty (120) working days, the City will pay a supplement payment such that State payment plus City supplement equals eighty-five percent (85%) of regular normal pay.

6.9.3 Pursuant to Ordinance 27753, adopted November 18, 2008, after the payment and use of the one hundred twenty (120) working days, the employee may request to use accumulated sick leave and/or planned time off (PTO) balances to supplement the time loss pay such that the combination of the supplement and the time loss pay equals eighty-five percent (85%) of the employee's normal wage (the employee's rate at the time of injury plus any longevity pay to which the employee is eligible). If the employee elects to use paid sick leave and/or PTO the election will continue until such balances are exhausted or until the employee returns to work. Hours deductions from the employee's PTO or sick leave balances shall be determined by dividing the supplement by the employee's regular hourly wage. Example: Assume a

supplement amount of $596 dollars is necessary to bring the total to 85%. If the employee's regular wage is assumed to be $23.84, the deduction from sick leave and/or PTO would be $596/$23.84=25 hours.

6.9.4 Any employee who becomes disabled prior to completing thirty (30) working days' employment with the City, shall receive the compensation disability allowance for a maximum of thirty (30) working days.

6.9.5 The above does not apply to Police and Fire commissioned hired prior to October 1, 1977, however, such employees shall have on-the-job injury claims charged against their sick leave accruals in the same manner as other employees of the City.

6.9.6 For the purposes of this Section, regular normal pay shall be that rate of the classification in which they were working in on the date of injury.

6.10 Group Life Insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is based on their annual salary rounded to the next highest $1,000 of coverage.

6.11 Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:

6.11.1 Regular, probationary, and appointive employees who through union agreement have elected the option of longevity pay shall receive additional compensation based on a percentage of their base rate of pay received for the class in which they are currently being paid. No application of rate may be used in computing longevity pay.

6.11.2 Eligible employees shall receive longevity pay in accordance with the following schedule:

From 5 through 9 years aggregate service	1% per month
From 10 through 14 years aggregate service	2% per month
From 15 through 19 years aggregate service	3% per month
20 years or more aggregate service	4% per month

6.11.3 Eligibility for longevity pay shall be determined by the length of aggregate City service and will be paid to an employee at the first of the calendar year in which any of the above stipulated periods of aggregate service will be completed.

6.12 Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code. This section provides in part that the following and such other days as the City Council, by resolution, may fix, are holidays for all regularly employed full-time employees of the City and shall be granted to employees or days off in lieu thereof.

New Year's Day (January 1)
Martin Luther King Day (third Monday in January)
Presidents' Day (third Monday in February)

Memorial Day (last Monday in May)
Fourth of July
Labor Day (first Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (fourth Thursday in November)
The day immediately following Thanksgiving Day
Christmas Day (December 25)

6.12.1 A full-time employee shall receive eight (8) hours of holiday pay for each holiday listed above, provided he/she is in a paid status on both the entire regularly scheduled workday immediately preceding the holiday and the entire regularly scheduled workday following the holiday.

6.12.2 In addition to the days listed above, eligible employees shall receive two (2) additional eight (8) hour paid floating holidays per calendar year for which time off shall be mandatory. Floating holidays may not be carried over from one calendar year to the next, and may not be converted to cash in any circumstances. To be eligible for these floating holidays, employees must have been or scheduled to be continuously employed by the City for four (4) months as a full-time or part-time regular, probationary, or appointive employee during the calendar year of entitlement. An employee hired into a part time status shall receive holiday pay on a prorated basis on the hours that he/she is hired to work.

6.12.3 Full time employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, personal time off, compensatory time, or leave without pay at the employee's option to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.

6.12.4 Unpaid Holidays. Employees will be granted two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee will select the days on which to take the unpaid holiday(s) after consultation with his or her supervisor as provided by City policy. To the extent reasonably possible, employees should submit leave requests with at least thirty (30) calendar days' notice. Employees may elect to use accrued vacation leave, PTO, compensatory time or floating holidays to remain in paid status on a requested holiday to the extent that such leave is available on the requested date under applicable policies, procedures and/or collective bargaining agreements governing the use of paid leave. An unpaid holiday requested pursuant to City policy will not be denied unless the employee's absence would impose an undue hardship on the City, as defined by applicable rule or regulation.

6.13 The City shall contribute up to $3.00 per month for long term disability coverage for all permanent non-commissioned City employees.

6.14 The City will maintain an Internal Revenue Service Code Section 125 flexible benefits plan. The City shall pay the monthly per participant administrative fee. Employees cannot utilize this plan for Long Term Disability premium payments. Employees who participate in the City medical plan will be eligible to participate in

the Section 125 flexible benefits plan. The maximum annual allowable employee contribution for medical reimbursement shall be based on IRS regulations. At the end of each year any unspent monies in employee flexible benefits accounts will revert to the Labor/Management Health Care Trust Account.

6.15 Wellness

6.15.1 Wellness Committee. The parties will maintain a Labor Management Health Care Committee (aka Wellness Committee) during the term of the Agreement to discuss and address issues regarding the City's insurance programs and wellness program. The Wellness Committee will be comprised of four (4) City and four (4) Labor representatives. The Committee will:

a. Develop monthly or bimonthly newsletters to help educate and encourage the City employees.

b. Review all Health Trust Fund/Flex Account balances.

c. Review experience reports.

6.15.2 Wellness Funds. The City will establish a budget amount to fund activities associated with its Wellness Program. Expenditures of such budgeted funds will be recommended and reviewed by the Wellness Committee.

6.15.3 Participation. To receive the benefits associated with participating during each year of the Agreement, employees must complete participation requirements established by the Wellness Committee.

[redacted]

hereto and may be revoked by the employee upon request and the Union so notified. The performance of this function is recognized as a service to the Union by the City. There shall be no retroactive deduction of union dues.

Section 2.6 The Union agrees that the City shall not terminate the employment of any employee under the security clause provision of this Agreement until written notification is received from the Union that an employee has failed to pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided hereinabove. The parties also agree, that when an employee fails to fulfill the above obligation, the Union shall provide the employee and the City with thirty (30) day's notification of the Union's intent to initiate discharge action. The Union further agrees that in the event the City undertakes to terminate an employee's tenure pursuant to this Article, the Union will indemnify and hold the City harmless should such employee file a claim for position and be successful in prosecuting the same and thus obtain a judgment for past due wages and agree to pay said judgment or claim together with all costs assessed therein, including attorney fees, if any. The Union's obligation to indemnify and hold the City harmless, as described above, would be limited and restricted only to the situation where the employee's successful claim for position is due to the Union's illegal request to the City for termination of said employee's tenure.

Section 2.7 - Leave for Business Manager The Employer will approve granting of leave of absence without pay for the period covered by this Agreement without loss of Civil Service status and/or without loss of continued accrual of seniority, and aggregate City service or tenure status for all purposes, to no more than two (2) employees of the City who are members of the Union and whom the Union may desire to have act as its business manager to be locally engaged in the business of the Union.

Section 2.8 - Payroll Deduction An employee may, on written request, have deducted from their pay monthly dues to Local 483 IBEW and such other items as may be mutually agreed between the Local 483 IBEW and the Employer.

Section 2.9 - Business Agent Visit The Business Manager or Business Representative of the Union may, after notifying the City official or designee in charge, visit the work location of the employees covered by this Agreement for the purpose of investigating conditions on the job. There shall not be any interference with the duties of employees or the operations of the City.

ARTICLE 3 - MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the City has not specifically abridged, delegated, or modified by this Agreement are retained by the City. Examples shall include the right to hire, promote, direct the employee workforce, discipline employees for just cause up to and including discharge, determining operating hours, and to take actions required in the event of a (major) emergency. Provided, however, that the above items shall not be in conflict with City ordinances, personnel rules or this labor Agreement.

Except as provided by this Article or elsewhere in this Agreement, the Union retains the right to bargain the decision and the impacts of the decision that affects hours, wages and working conditions.

ARTICLE 4 - STRIKES AND LOCKOUTS

It is recognized that the City is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the City and the Union.

The Union will not authorize a strike, work stoppage, or slowdown; and the City will not engage in a lockout during the term of this Agreement.

The Union will take every reasonable means within its powers to induce employees engaged in strike, work stoppage, or slowdown, in violation of this Agreement, to return to work; but the Union, its officers, representatives, or affiliates shall not be held responsible for any strike, work stoppage, or slowdown which the Union, its officers, representatives, or affiliates have expressly forbidden or declared in violation hereof. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance procedure and/or arbitration procedures provided for herein.

ARTICLE 5 - DEFINITIONS

Section 5.1 - Shop Steward - A Union member designated by the Union as such. The Union shall provide updates of the newly appointed stewards to Labor Relations.

Section 5.2 – Department/Division Head – "Department/Division Head" shall mean the General Government Department Director, the Tacoma Public Utilities Superintendent or Customer Services Manager.

Section 5.3 – Union Representative – "Union Representative" shall mean the Union Business Manager or designee.

Section 5.4. - Labor/Management Committee - A standing committee composed of equal representatives from the City and the Union.

ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE

The Labor/Management Committee shall be advisory in nature. It is formed to foster a relationship of mutual respect, open communications and to discuss items of mutual concern.

Section 6.1 The City and Union agree to hold labor-management meetings as necessary. These meetings will be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. Subjects for discussion at labor-management meetings during the term of this Agreement shall be agreed to by the parties. The Union shall be permitted to designate members and/or stewards in affected department(s) to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern, such as anticipated job announcements, to the Union and management in a timely and efficient manner.

Section 6.2 The responsibility of chairing the Committee shall alternate each meeting between Labor and Management.

Section 6.3 The Union will be notified of any changes to class specifications/job descriptions.

ARTICLE 7 - NON-DISCRIMINATION

Section 7.1 Pursuant to RCW 41.56 there shall be no discrimination against union members, union officers or union activity.

Section 7.2 Neither the City nor the Union shall discriminate against any employee covered by this agreement based on applicable local, state and federal laws. Union and management shall work cooperatively to assure the achievement of equal employment opportunity.

Section 7.3 It is mutually agreed that there shall be no unlawful harassment. The City's Anti-Discrimination and Anti-Harassment Policy is set forth in Personnel Management Policy #130.

Section 7.4 If an otherwise reasonable accommodation is requested, pursuant to the Americans With Disabilities Act, and the Washington Law Against Discrimination which would result in or require a violation of any provision of this contract, or recognized work rule adopted by the parties pursuant to this contract, the City may propose a written amendment and the Union agrees to consider the proposal and respond in writing, either agreeing to the same, proposing a modification which would make the amendment acceptable, or explaining why the modification cannot be made.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1 Definitions:

Grievance – A grievance under this Agreement is defined as an alleged violation of a specific Section or Article of this Agreement. To be valid, a grievance must be submitted in writing within (30) calendar days of the alleged violation by the grieving party.

Section 8.2 It is the goal of both the Union and the City to settle problems at the lowest possible level in a cooperative and objective manner. To this end, every effort will be made by both parties to resolve problems at the lowest level. Both parties shall work cooperatively to identify the appropriate manager to respond to a grievance. Initially, the employee is advised to discuss the incident with the shop steward (or Union Representative). Further contacts shall follow this procedure:

Step 1 Discussion with Immediate Supervisor. The employee, or employee and shop steward (or Union Representative), are encouraged to meet with the immediate supervisor (written communication not required). Such meeting shall take place as soon as possible.
The immediate supervisor shall advise the employee, or employee and shop steward (or Union Representative), of the proposed resolution within five (5) working days of this meeting.

Step 2 If the incident cannot be resolved at the first step, with a discussion with the immediate supervisor, and the employee would like to pursue the grievance, the grievance shall be reduced to writing specifying Section or Sections of the contract violated, relevant facts including the name(s) of the employee(s) affected if

applicable, and the proposed remedy and shall be presented to the appropriate manager, with copies to the Union and Labor Relations within thirty (30) calendar days of the alleged violation by the grieving party. This step shall not preclude contacts at lower levels, if this may expedite the resolution process. The appropriate manager shall, within ten (10) working days render a decision in writing to the employee and Union.

Step 3 If the employee is not satisfied with the response, then within ten (10) working days of receipt of the appropriate manager's answer, the grievance shall be forwarded to the Department/Division Head.

Step 4 If the employee is not satisfied with the response, then within ten (10) working days of receipt of the Department/Division Head's answer, the employee (or designated representative) will forward the grievance to the Director of Human Resources/Utilities Director for possible resolution.

The Director of Human Resources/Utilities Director (after consultation with the Department/Division Head, the Human Resources Director or their designee, and the Union Business Manager or their designee) shall submit their answer in writing within ten (10) working days after personal receipt of the grievance.

Option Optional Grievance Mediation. If the parties are unable to resolve a grievance at the Step 4 level, upon mutual agreement of the City and the Union, the parties may request grievance mediation utilizing services provided by the Public Employment Relations Commission. If mediation is agreed to, the parties shall hold timelines of the grievance in abeyance until the conclusion of mediation.

Step 5 Grievances not resolved under the above steps may be referred to arbitration by either party to this Agreement. Either party may give notice of intention to arbitrate within fifteen (15) working days following completion of the steps listed in the aforementioned sections. A list of five (5) arbitrators shall be requested from the Public Employment Relations Commission, both parties shall meet and each shall strike a name until one (1) arbitrator is selected. The decision by the arbitrator shall be final and binding upon both parties. Each party is responsible for the costs of its representatives, attorneys and all costs related to the development and presentation of their respective cases in arbitration. In the event that the City unsuccessfully challenges an arbitrator's decision in court, or the Union is forced to file an action in court to compel compliance with an arbitrator's award, the Union may seek recovery of attorneys' fees incurred in the court action to the extent such recovery is permitted under RCW 49.48.030. All other agreed to expenses incident to the arbitration shall be divided equally. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify this Agreement; and the arbitrator's power shall be limited to an interpretation or application of this Agreement and application of appropriate remedies.

Section 8.3 The time limitations in this Article may be adjusted by mutual agreement, in writing between the Union and the Department/Division. Failure by the non-grieving party to comply with any of the time limitations as provided in this Article shall constitute a right of the grieving party to proceed to the next step without waiting. Failure of the grieving party to comply with the forgoing time limitations shall constitute resolution of the grievance.

ARTICLE 9 – SENIORITY, SHIFT BIDDING and VACANCIES

Section 9.1 For the purposes of this agreement, seniority is defined as the length of continuous permanent service by classification.

A. An employee temporarily assigned to another classification outside of the bargaining unit in a temporary or project status shall earn seniority for the classification covered by the agreement in accordance with Section 1.24.920 of the Tacoma Municipal Code.

B. Seniority shall be used for shift bidding and granting vacation requests.

Section 9.2 An upgrade is defined as the filling of a temporary vacancy within the bargaining unit, which is in the next higher classification in the class series which receives a higher rate of pay. An upgrade is to the closest step in the higher classification which provides a minimum of a 5% increase in pay, but never higher than the top step.

Section 9.3 In the filling of temporary vacancies, the City need not upgrade an employee who, in the employer's opinion, does not possess the knowledge, skill, ability, adaptability for the job or employees assigned to other sections, divisions, or departments. When Management can demonstrate specific deficiencies, they shall not be required to upgrade an employee who has not yet successfully completed their probationary period.

Section 9.4 Vacancies of five (5) working days or less, and in instances of emergency and illness, may be filled to meet the City's immediate needs.

Section 9.5 In the event the department fills a vacancy that exceeds five (5) working days, such vacancy shall be filled from a layoff register or the existing Civil Service eligible list, providing the temporarily upgraded employee is in the same section, division or department. If no eligible list exists, such vacancy shall be filled on a seniority basis in accordance with the provisions in Section 9.1, 9.2 and 9.3.

Section 9.6 - For TPU Customer Service:
Opportunities to change from part time to full time status or vice versa will be posted for those within the classification in the department. Employees will be considered based on performance, attendance and seniority within the classification.

9.6.1 For Lateral Department Opportunity at TPU Customer Services: Initial vacancies will be posted physically or electronically. Permanent Customer Service Representative, Technical staff will submit a letter of interest. An interview will follow, if necessary. Selections will be based on letter of interest, attendance and performance. Once the vacancy is filled management has discretion, as outlined in Article 3, to sign or reassign all staff as needed to ensure effective operations.

9.6.2 TPU Customer Services agrees to reopen the topic of lateral work group rotation, should the exclusive bargaining agent bring the matter forward. Parties agree to discuss this topic through the Labor Management Committee.

All openings at TPU Customer Service will be posted. To be considered for the posted opening each employee must be a permanent employee in the posted classification, and must sign the posting or submit a letter of interest. Selection for openings will be based upon performance

and seniority as defined in Section 9.1. Employees submitting a letter of interest or signing the posting shall have the opportunity to review the criteria that the selecting supervisor used in the selection process.

Section 9.7 - Shift Bidding All full-time employees shall bid shifts based on seniority as defined in Section 9.1. Bidding will be done within each work group. (Work group for Customer Service – TPU is defined as "Call Center", "Lobby", "Back Office", "Business Solutions", "Customer Solutions" and "Field Operations Dispatch"). Shifts will be bid with either a fixed start or stop time and granted to the most senior person. All shifts shall be bid based on a five (5) day work week.

Part-time, permanent shifts are covered under Section 12.26.

Shifts (hours of work) for Lead Customer Service Representatives will be posted and bid by seniority. Following the shift bidding process, Lead Customer Service Representatives will be assigned to specific work groups and assignments. Factors which will be considered in the assignments shall include an employee interest list, shift, skills and work historically performed.

Management reserves the right of assignment based on operational need.

ARTICLE 10 - SELECTION OF PERSONNEL

In selecting personnel for regular positions, the Department will abide by the rules and regulations set forth in Chapters 1.12 and 1.24 of the Official Code of the City of Tacoma.

ARTICLE 11 - SAFETY

All state and local laws governing the health and safety of employees shall be observed. Safety rules as promulgated by the Department of Labor and Industries of the state of Washington, and as amended from time to time, are hereby adopted and incorporated as a part of this Agreement as if fully set forth herein. No employee shall be required to perform work in violation of established safety rules.

ARTICLE 12 - WORK RULES

Section 12.1 - Work Rules Work rules, as agreed upon between the City and the Union, shall be established governing working conditions and requirements of each classification consistent with the provisions of existing personnel and compensation rules and regulations contained in Chapter 1.24 and Chapter 1.12 of the Official Code of the City of Tacoma.

Section 12.2 - Workweek The workweek for full time employees shall normally be five (5) consecutive days of eight (8) hours each, Monday through Friday on a regularly scheduled basis. Employees shall not be required to perform work, including preparation or completion of work, prior to their established start time, or following their established stop time, without compensation.

Section 12.3 - Rest Periods For full-time employees, the City shall allow two (2) rest periods of fifteen (15) minutes each per day. One shall be scheduled in the mid-morning and one in the

mid-afternoon. Part-time employees shall receive a fifteen (15) minute paid rest period at approximately the midpoint of every four (4) consecutive hours of time worked. Such rest periods shall be taken at times scheduled/approved by their supervisor, but shall not be added to an employee's actual start time, the normal lunch period nor taken at the end of the workday.

Section 12.4 - Meal Periods A thirty (30), forty-five (45), or sixty (60) minute meal period will be provided not less than three (3) nor more than five (5) hours after beginning work.

The shift posting shall have a fixed start or stop time clearly designated on the posting.

The standard meal period shall be thirty (30) minutes. Exceptions to the standard meal period shall be at the employee's request, with supervisory approval, and/or based on operational need. In the event an employee request is denied, management, after receiving a written request from the Union, shall provide in writing the reasons for the refusal.

> 12.4.1 - Request to Waive Meal Period The following groups at Tacoma Public Utilities may voluntarily request to waiver their meal period. TPU Field Operations employees and part-time TPU Customer Service employees. If approved by management, employee's daily schedule will be adjusted to reflect a later start time or earlier end time. All requests must be voluntarily made by the employee in writing on an approved form. Employees who requested and received approval to waive their meal period may request to have their meal period reinstated at any time except if the approval was for a same day occurrence.

Section 12.5 - Meal Allowance An employee working non-scheduled overtime of more than two (2) hours before or beyond their regular shift and at six (6) hour intervals thereafter shall be eligible for meal allowances of fifteen dollars ($15.00) per meal which shall be paid on the time card.

> 12.5.1 Employees will not be eligible for meal allowances when working scheduled overtime on their regularly scheduled days off, unless the overtime on one day extends more than two (2) hours beyond the number of hours normally worked by the employee.

Section 12.6 – Incidental/Emergency Time Employees unable to report to work on time due to inclement weather or other emergency situations may be afforded the option of making up missed time up to sixty (60) minutes. At sixty (60) minutes, employees must use approved accrued leave. Incidental time shall be considered periods of time up to sixty (60) minutes. Making up missed time shall be approved in advance of making the time up and at the discretion of the Supervisor/Manager. All missed time shall be made up within the same work week that it was taken.

Section 12.7 – Shift/Schedule Adjustment The purpose of shift adjustments is to allow flexibility for the employee while meeting the business needs of the City. An employee may request an adjustment to a particular day's regularly scheduled shift, including splitting the shift. Such adjustment of time shall be approved at least one (1) shift in advance and at the discretion of the Manager/Supervisor. For purposes of making up time, when an adjustment is granted hour for hour the City shall not incur overtime liability. Any adjustment to a shift shall be made up within the same work week the adjustment was granted to remain in compliance with FLSA.

Section12.8 The City and Union agree to meet in a Labor Management committee to discuss cross-training opportunities for employees affected by the Advanced Meter Infrastructure conversion.

Section 12.9 As consistent with RCW 41.56, the City agrees to bargain impacts on wages, hours and working conditions that result from the implementation of the Advanced Meter conversion.

Section 12.10 – Overtime Employees required to perform work outside the regularly scheduled shifts shall be compensated at one and one-half (1 1/2) times the straight time hourly rate Monday through Saturday, and two (2) times the straight time hourly rate for all work performed on Sundays, except for the following: for any employee who has unauthorized leave without pay in a work week their overtime shall be calculated only for hours worked in excess of forty (40) hours in a paid status during a seven (7) day period. An employee called to perform overtime work shall be paid from the time the employee reports to the work headquarters or at the job site, as the case may be.

12.10.1 At the employee's request and supervisor's approval, compensatory time may be substituted for cash payment of overtime at the appropriate overtime rate. Compensatory time may only be earned with prior approval from the Department/Division Head or their designee. All accruals of compensatory time shall be in compliance with the Fair Labor Standards Act or qualify for its exemptions. Any unused compensatory time will be paid out at the end of the year in which it is earned, commencing December 31, 2012.

12.10.2 All work performed outside the scheduled work hours on holidays shall be paid for at the appropriate overtime rate.

12.10.3 A minimum of two (2) hours' overtime pay shall be allowed for work outside the employee's regular shift unless the employee reports for work less than two (2) hours before the beginning of their regular shift, or continues after their regular shift.

12.10.4 Scheduled overtime for Customer Service Representatives, Technical Customer Service Representatives, Lead Customer Service Representatives, Mail & Stock Processors and Meter Readers will be assigned from a bid sheet by seniority, as defined in Section 12.10.5. Reasonable efforts will be made to post the bid sheet within twenty-four (24) hours prior to the scheduled overtime work day. In the event an insufficient number of employees sign the overtime bid sheet, such work shall be assigned to the least senior employee.

12.10.5 To the extent such distribution is practicable; overtime work will be distributed by seniority within each work group in each physical location.

12.10.6 An employee who does not report to work and work their entire regularly scheduled work day, due to a non Mandatory Paid Sick Leave unscheduled absence or leave of absence, will not be considered for voluntary overtime until the employee works their next regular work day.

12.10.7 An employee who makes the commitment to work scheduled overtime but does not work it may be subject to the disciplinary process.

Section 12.11 - Work Shifts: Field Operations

The work week will normally consist of five (5) consecutive eight (8) hours shifts Monday through Friday, between the hours of 7:30 a.m. and 4:30 p.m. The second shift work week will normally consist of five (5) consecutive eight (8) hour shifts, Monday through Friday, between the hours of 11:00 a.m. and 8:00 p.m. Management may consider alternative work schedules where it meets staffing and business needs. Shift changes and/or job assignments shall have one (1) week's advance notice except in cases of emergency as determined by management.

12.11.1 A thirty (30) minute unpaid meal period will be provided not less than three (3) nor more than five (5) hours after beginning work.

12.11.2 Alternate work shifts will be provided when requested by the employee and approved by the section manager. Changes to the alternate shift, when requested by the employee or required by management, shall have one (1) week's advance notice. Alternate work shifts, which extend work hours, will be approved only when appropriate daylight conditions permit or when a two (2) person crew is approved.

12.11.3 Field Investigators who are assigned to work the second shift will receive a 3% shift differential. Field Investigators who are assigned to work the second shift and receive the 3% shift differential for straight time hours will receive the shift differential when overtime hours are worked.

12.11.4 Based upon the National Oceanic and Atmospheric Administration (NOAA) published time of sunset, employees will coordinate to form a two (2) person crew at sunset for work after day light hours until the end of shift, or when at the discretion of the Field Investigators it is deemed a safety issue.

2.11.5 The Work Shift for the Customer Service Representative(s) assigned to Field Operations, will be between the hours of 7:30 a.m. and 5:00 p.m.

Section 12.12 - Work Shifts/Job Assignments: Customer Service

The work week for full time employees will normally consist of five (5) consecutive eight (8) hour shifts Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. except for Public Utility Customer Service Representatives, Technical Customer Service Representatives and Lead Customer Service Representatives work shifts which will consist of five (5) consecutive eight (8) hour shifts Monday through Friday. Management may consider alternative work schedules where it meets staffing and business needs. The shifts in Public Utilities will be between 7:30 a.m. and 6:45 p.m.

12.12.1 Alternate work shifts may be provided when requested by the employee and approved by the section manager. Call center employees with schedules that end after 6:00 p.m. will have the option of an alternate work shift in addition to the standard shift. Employees may request the alternate work shift during the shift bid process. Alternate shifts will be created by management in a way that minimizes the business and customer impacts. Employees shall give no less than two (2) weeks' notice to revert back to a standard schedule. These changes will be made effective at the start of a pay period.

12.12.2 Changes to the shift and/or job assignments, when requested by the employee or required by management, shall have a minimum of two (2) weeks' advance notice. Such notice period may be waived by the parties upon mutual agreement. When

possible, up to 30 days advance notice may be provided. Daily adjustments to job assignments would not require advance notice.

12.12.3 Alternate work schedules shall comply with the provisions of the Fair Labor Standards Act. Seniority will be the determining factor when assigning hours of work. The City agrees that it will not schedule shift work outside the normal work week for the sole purpose of avoiding overtime compensation.

Section 12.13 - Overtime – TPU Field Staff Field Operations

Field Investigators shall be assigned overtime on a voluntary basis from the overtime bid board. Field Investigators who wish to work overtime, if it is available, on a given day shall so signify by moving their bid markers on the bid board within thirty (30) minutes of the start of their regular shift. Employees assigned to the South Service Center shall notify the office via email. Management shall have the right to assign up to a maximum of one-half hour (1/2) of overtime work to the end of a Field Investigator or Meter Readers shift without regard to seniority. For additional overtime opportunities the following shall apply:

12.13.1 Field Investigator Overtime Rotation: Overtime work will be equitably distributed among Field Investigators that voluntarily choose to work overtime. At the end of each pay period, the Operations Manager or their designee will update a database of each individual's number of overtime hours worked. The overtime totals will be used to rank employees based on the amount of overtime worked from least to most. This process will repeat at the end of each pay period through the year. The process will reset with the first pay period of each year. Overtime call outs from the Energy Control Center (ECC) will be based on seniority and not subject to the process outlined in this paragraph. All overtime worked will be added to the calculation of hours of overtime worked. When a new Field Investigator is hired, the average hours of overtime for all Field Investigators will be calculated and the result shall be the hours assigned to the new Field Investigator for the purpose of determining their placement on the rotation list.

12.13.2 The Field Operations Manager shall make a determination no later than 4:20 p.m. whether and how many Field Investigator crews are needed for overtime work. When two (2) person crews are necessary, in accordance with Section 12.11.4, employees must be physically present in the office, by 4:20 p.m., to be eligible for such overtime.

12.13.3 If, it is determined that additional Field Investigator crews are needed for overtime work, the following procedures shall apply:

12.13.4 The Field Operations Manager (or designate) shall call out additional employees from the Field Investigator rotational overtime callout list, as outlined in 12.3.1 by seniority on a voluntary basis, until sufficient employees to fill out needed crews have agreed to work.

12.13.5 In the event that the Field Operations Manager exhausts the FI callout list, Meter Readers who volunteer and are "current" as defined below may be called out from the Civil Service List in rank order. Meter Readers called out to perform Field Investigator overtime shall be paid at the Field Investigator overtime rate.

12.13.6 If, after the above lists have been exhausted, additional employees are still needed for FI overtime work, Meter Readers who volunteer, have been trained as Field Investigators, and are "current" as defined below may be called out in order of seniority.

12.14 - Travel Time for Call Back Work For TPU Field Operations Field Employees When recalled back in to perform overtime work to cover the Field Investigator shall receive one (1) hours' travel pay at the straight-time rate if such overtime does not immediately precede or follow their regular shift.

12.15 - Compensatory Bank TPU Field Operations Field employees shall be permitted to keep a bank of compensatory time of no more than twenty-four (24) hours to be used for the purpose of winter work cancellation in accordance with Section 12.24. Twenty-four (24) hours (or any balance below 24 hours) will be kept on the employee's record and will not be cashed out at year end unless the employee notifies their timekeeper by December 1st of each year that they elect the compensatory time to be cashed out.

12.16 Meter Readers shall be considered "current" for the purposes of this Agreement if they have worked eight (8) hours as a Field Investigator or trained four (4) hours with a Field Investigator during the six (6) months previous to call out. A list of qualified Meter Readers will be maintained by the Field Operations Manager.

12.17 - Crew Composition Field Investigator overtime crews shall normally consist of two (2) employees in accordance with Section 12.11.4 and published time of sunset, one of whom must be either a permanent Field Investigator, or a Meter Reader who has worked as a Field Investigator a minimum of forty (40) hours during the six (6) months previous to a call out. Management may, at its discretion, place additional employees on a Field Investigator overtime crew.

12.18 When overtime is available on a Saturday, Field Investigators may bid for overtime area assignments on a voluntary basis. Overtime must be posted by 4:30 p.m. on the Friday preceding the overtime. Employees shall bid in order of seniority for areas to be worked up to a maximum of eight (8) hours. Overtime bidding shall continue until all work assignments are bid or all volunteers have been assigned whichever comes first.

12.19 - Field Investigator Redistribution of Work The Supervisor and/or lead shall be responsible for determining which areas are light or heavy on notifications and will select the work which shall be transferred to the Field Investigators in light notification areas, taking into consideration geographic area and proximity. The Supervisor and/or lead shall determine/assign coverage for vacant areas; when coverage of an area is split between two (2) Field Investigators the notifications will be distributed based on the same coverage split.

Section 12.20 – Overtime – Business Office (Customer Services)

12.20.1 TPU Customer Solutions outreach overtime opportunities Every other month the Customer Solutions Work Unit will produce a calendar of anticipated community facing overtime events related to their specific work. Employees in the work unit may voluntarily sign up for overtime opportunities in seniority rotation order. Each employee shall be permitted to make one selection per turn. The calendar will then be rotated until all employees have an opportunity to select an event at which point the rotation will

begin again until all events are covered. In the event that no employees elects to volunteer the first uncovered event will be assigned in reverse seniority order. If Customer Solutions becomes aware of an event without sufficient notice to include it on this calendar Management will post the event using the processes described in 12.10.4.

12.20.2 In accordance with this Section, an employee must be physically present at work and sign the overtime bid sheet to be considered for overtime. An employee authorized to work from home may sign the bid sheet, while in a working status, via email. An employee on a pre-approved leave, or on a flex day having worked the full prior work day, may come in to sign the bid sheet.

12.20.3 The overtime call-in process for the Outage Call Center is in a separate Letter of Agreement.

Section 12.21 – Meter Readers Management may schedule up to two (2) mandatory overtime days for Meter Readers per year. Mandatory overtime shall be utilized to remain current with regard to the meter-reading schedule. These days shall be considered scheduled overtime days and the Meter Readers shall read their normally assigned routes. These days shall normally be pre-scheduled in February and November unless mutually agreed to otherwise.

Section 12.22 - Route Assignments

12.22.1 Meter Readers in order of seniority will first choose fifty percent (50 %) of their routes. After the least senior employee has completed selection of fifty percent (50%) of their routes, the balance of the routes will again be selected by seniority. Once an employee makes their selection, they will not be permitted to change their selection. Route assignments made on this basis will be permanent, provided, flexibility will be allowed to provide necessary staffing in the case of illness, approved leave, vacation, and other like circumstances.

12.22.2 Field Investigators shall bid service areas by seniority for all shifts. The process will continue until all areas have been selected in order of seniority. Once an employee makes their selection, they will not be permitted to change their selection. Vacated or new areas shall be re-bid by seniority.

12.22.3 In the event an employee has taken a temporary assignment, the routes or area shall be held until their return.

Section 12.23 - Meter Routes Upon the request of the Union, a specific route may be reviewed at any time by the Operations Manager to clarify a particular problem area or route.

Section 12.24 Meter Readers and Field Investigators reporting for work during regular working hours, when weather conditions are such that they cannot perform their normal duties, shall receive two (2) hours show up pay. Show up pay shall be defined as pay at the straight time and requires employees to be present and ready for work. When Meter Readers and Field Investigators cannot perform their regular work due to weather conditions, the supervisors may assign other work on a voluntary basis. If the supervisor determines that no such work is available, employees may use leave without pay, PTO, compensatory time or accrued vacation.

Section 12.25 - TPU Field Operations Positions

12.25.1 - Shoes Permanent employees, upon assignment to the section will be reimbursed for two (2) pairs of safety shoes up to one hundred and fifty dollars ($150.00) per pair. Shoes provided to the field personnel by the Utility will be replaced or repaired, as determined by the immediate supervisor, to maintain the shoes in good condition. The Safety Officer will review the decision, if required. Safety shoes will meet the criteria established by the Safety Office. The Safety Office will consider employee comfort and convenience in establishing selection standards for safety shoes.

12.25.2 Project and Temporary employees will be reimbursed for one (1) pair of safety shoes, as outlined above, after the completion of thirty (30) days of employment. Project and temporary employees will be reimbursed for a second (2nd) pair of safety shoes after ninety (90) days of employment. Upon separation, employees will return the safety shoes to the Operations Manager.

12.25.3 - Hats and Gloves At the request of the employee they will also be provided with one winter and one summer hat with a logo and one pair of winter gloves. The winter hat shall be of a knit type and the summer hat will be baseball style. Other mutually agreed upon styles and/or materials may be substituted. Hats and gloves shall be replaced by the immediate supervisor or on an as-needed basis.

12.25.4 - Rain Gear Each permanent TPU Operations Field Employee shall be reimbursed up to $300 for the purchase of rain gear after receiving proper approval from the Field Operations Manager, if appropriate rain gear is not already provided. All rain gear must be of a pre-approved shade of blue and will have the TPU logo printed on the front and back. The costs for the logo application will be borne by the City. Upon separation or replacement of rain gear, the rain gear will be returned to the Operations Manager.

12.25.5 Routine care and upkeep shall be the sole responsibility of the employee. All warranties/guarantees on rain gear are between the employee and the store or manufacturer. Rain gear reimbursed through this program is for use only during the course of City business. Repair or replacement of worn items shall be made as needed at the discretion of the Field Operations Manager who shall assess if prudent care has been taken. The Customer Services Manager will review any disputes. Temporary and project Meter Readers shall be furnished with appropriate rain gear if available.

12.25.6 The City agrees to provide uniforms and cleaning to employees performing work as a TPU Field Operations Employee. Selection of uniforms shall be by mutual agreement. Uniforms and safety shoes must be worn at all times while performing regularly assigned field duties.

Section 12.26 - Work Shift/Job Assignments: Permanent Part-time (Customer Service - Public Utilities)

12.26.1 Part-time employees will be hired from the existing eligible list under the applicable Personnel Rules. Permanent employees may transfer to part-time positions as openings are available.

12.26.2 A part-time employee may request consideration for a vacant full-time permanent position, based on seniority within the classification before the existing eligible list is used.

12.26.3 Part-time employees shall not exceed twenty five percent (25%) of the total number of full-time positions in the classifications of Customer Service Representative, Technical, Customer Service Representative and Lead Customer Service Representative within the Public Utilities Department.

12.26.4 Part-time employees will be scheduled to work, or be in a paid status, between 8:00 A.M. to 6:45 P.M., not less than twenty (20) hours and not more than thirty-two (32) hours per week, Monday through Friday, except in emergency situations as determined by management. Employees may be scheduled for full days or partial days with shifts of not less than four (4) hours per day. No shift will be separated by more than one (1) hour, except as requested by the employee. A work week may include a combination of full days and partial days. Work schedules will be assigned by seniority within the part-time classification. Part-time hours may include the total range of hours of operation of the work group. Work schedules will be prepared monthly. Additional hours will be assigned to requesting employees based on seniority within the part-time classification. If there are no volunteers, additional hours up to thirty-two (32) hours per week will be assigned to the least senior employee with at least forty-eight (48) hours' notice provided to the employee.

12.26.5 Part-time employees will be eligible for overtime when the number of hours in a paid status in a work week exceeds forty (40). Part-time employees will be eligible for benefits based on assigned work schedule. The work schedule shall be determined monthly, for pay periods in the upcoming month. Such schedules will be rounded to the nearest four (4) hour increment.

Section 12.27 - Mail & Stock Processors Senior, Mail & Stock Processors: Should an employee be required to wear protective boots and/or safety shoes, management shall reimburse employees for one (1) pair of safety shoes up to up to one hundred and fifty dollars ($150.00) per pair. Management will be responsible for replacing required footwear when needed. The expectation is that required boots/safety shoes shall be worn by employees in areas where safety concerns exist.

Section 12.28 - Warehouse Supervisors: If employees are required to wear protective boots and/or safety shoes, management shall provide footwear and be responsible for replacing required footwear when needed. The expectation is that required boots/safety shoes shall be worn by employees in areas where safety concerns exist.

Section 12.29 Special assignments are work efforts outside the scope of the normal work environment. Special assignments may involve a single project or a combination of projects and may be no less than two (2) weeks nor more than one (1) year in duration. These assignments may require a full- or part-time commitment and may consist of a single person or team. A description of the assignment, the time commitment, along with knowledge and skills required to successfully complete the project(s) will be posted at least ten (10) working days before the selection process. Management will select employees based on qualifications as determined by interview and their written application and the ability of section to commit the employee for duration of the assignment. When all the above criteria are met, and where ability and qualifications to perform the required work are relatively equal, seniority shall govern.

ARTICLE 13 - BENEFITS

The parties are participants in a Joint Labor Agreement, through which they have determined the amount of and basic rules regarding vacation leave, holidays, sick leave, personal time off and other benefits. Provisions of the Joint Labor Agreement governing these benefits are attached in Appendix B which shall independently expire on 12/31/2019 or with the expiration of the Joint Labor Agreement, whichever comes first. Appendix B shall be automatically updated and replaced in its entirety with any changes to the provisions of the Joint Labor Agreement during the term of this Agreement as long as both parties remain signatories to the Joint Labor Agreement. Should a party choose not to sign on to a future Joint Labor Agreement the provisions in Appendix B shall be "status quo" for the year following the expiration of the 2018-2019 Joint Labor Agreement.

Items covered by Appendix B may be grieved through this Collective Bargaining Agreement, except those items challenging the interpretation or application of the Joint Labor Agreement provisions which may be grieved only through the grievance procedure included in the Joint Labor Agreement.

ARTICLE 14 – DISCIPLINE

Section 14.1 Employees may be disciplined or discharged for just cause and with due process, in conformance with Sections 1.24.930, .940, .950, .951,and .955 of the Tacoma Municipal Code. The discipline will be based on the severity of the offense and prior record of discipline.

Section 14.2 The employee shall be entitled to have a Union representative present at any meeting that the Employer holds with the employee to discuss potential disciplinary action, during the investigative stage of corrective action, or when disciplinary action is issued.

Section 14.3 At the request of the employee or the Union, the Employer shall hold a pre-disciplinary hearing as soon as reasonably possible after the employee was notified in writing of the specific alleged violation that may result in a suspension, demotion, or termination. At this hearing, the employee will be given an opportunity to present their side of the issue.

Section 14.4 When requested by the Union or employee, the employer shall make a copy of all documents in its possession and relevant to the alleged violation available to the employee and the Union representative five (5) working days prior to the hearing if possible. Where this is not possible, the Employer and the Union will reach a mutual agreement on the continuance of the hearing or other remedy fair to both parties. Subsequent information requests by the Union will not result in a hearing being rescheduled.

Section 14.5 The Employer may place an employee on paid administrative leave pending a pre-disciplinary hearing, when deemed appropriate, pending a final decision as to the appropriate discipline after receiving the recommendation from the pre-disciplinary hearing.

Section 14.6 The employee and the employee's Union representative, shall have the right to inspect the contents of the personnel file maintained by the Employer as well as any files which were used as part of the disciplinary process.

Section 14.7 No disciplinary document may be placed in the personnel file without the employee having first been notified of said document and given a copy. The notification requirement shall be satisfied if the document is mailed to the employee's last known address. The employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

Section 14.8 A suspension, a dismissal or a disciplinary reduction in rank or pay may be processed under the grievance procedure of the Agreement or submitted to Civil Service Board, if it falls under Civil Service Board jurisdiction. Should the employee elect to use the Civil Service Board procedure to appeal a disciplinary action, the employee irrevocably waives the right to appeal through the grievance procedure. Similarly, should the employee elect to use the grievance process, the employee irrevocably waives the right to appeal through the Civil Service Board procedure.

Section 14.9 The Employer and the Union recognize the intent of a "letter of reprimand" is for the purpose of modifying inappropriate behavior. Said letters shall state, in writing to the employee and the Union, the reason(s) for such action. An employee who disagrees with the content of any letter of reprimand added to the personnel file shall have the opportunity to place a rebuttal statement in the personnel file, which shall be signed by the employee. Letters of reprimand and written and oral warnings may be grieved only through Step 4 of the grievance process. However, at Step 4, these lower levels of discipline will be forwarded to the Human Resources Director, or their designee, in lieu of the City Manager/Utilities Director.

Section 14.10 The Employer recognizes the right of an employee to Union representation during the investigative phase of corrective action and the Employer shall make a good faith effort to inform the employee of this right and shall, upon request by the employee, provide Union representation; however the Employer's effort shall not be considered a required process step and shall not be subject to the grievance process. An employee who waives this right shall acknowledge such in writing.

Section 14.11 All letters of reprimand, intent to suspend and/or discharge must be issued within sixty (60) calendar days of the incident or within sixty (60) days of when the employer had knowledge of an incident. The Union will be notified of an ongoing investigation which is anticipated to exceed this time frame. All timeframes can be extended upon mutual agreement by the parties. In addition, if an employee is on an authorized leave of absence or on FMLA leave, the timeframe will be extended thirty (30) calendar days after their return to work.

ARTICLE 15 – WAGE SCALES

Section 15.1 All work performed shall be compensated for as provided in Chapter 1.12 of the Official Code of the City of Tacoma. Employees may request to have the Union present to advise on an overpayment of compensation. The Union will receive notification on all overcompensation instances.

Section 15.2 Employees in those classifications represented by the Union shall be paid in accordance with the wage rates specified in Appendix A hereto and incorporated herein by this reference.

ARTICLE 16 – OUTSOURCING

The City shall retain all rights, powers, and authority it had prior to entering into the Agreement, including, but not limited to, the sole right to manage its operations and direct the work force which specifically includes the right to determine whether and to what extent any work shall be performed by permanent employees. A minimum of ninety (90) days prior to outsourcing of bargaining unit work which results in a reduction of the work force, the City will notify the Union in writing that the City is considering subcontracting out for services presently being performed by union members. Upon request by the Union, the parties shall meet to allow the Union an opportunity to present any alternative means besides subcontracting for the city to consider. The City has the final decision to subcontract. That final decision will be made after considering alternatives, if any, presented by the Union during the notice period. If no alternatives are presented during the notice period the City's decision may be implemented without further notice. Upon written request by the Union, the City will bargain the impacts of such changes of bargaining unit work pursuant to the requirements of RCW 41.56.

ARTICLE 17 – SAVING CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction such invalidations of such part or portion of the Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

ARTICLE 18 – AUTOMATION

In order for employees to better prepare themselves for the skill requirements of the future, and in fulfillment of its obligation to provide information to the Union, the City will provide a briefing to the Union as soon as practical the introduction of technological change which may affect employees. During these briefings, the City will inform the Union of anticipated schedules of introduction of new technology.

The City will make every effort to provide training opportunities to equip employees with the skills necessary to make the transition of applicable technological changes.

EXECUTED ON THIS _____DAY OF _____, 2019.

City of Tacoma

Elizabeth Pauli
City Manager

Jackie Flowers
Director of Public Utilities

Dylan Carlson
Sr. Labor Relations Manager

Andy Cherullo
Finance Director

Approved as to form:

City Attorney

Attest:

City Clerk

Local 483, IBEW, Customer and Field Services Unit

Alice Phillips
Business Manager

APPENDIX A

LOCAL 483, IBEW, CUSTOMER AND FIELD SERVICES UNIT

Effective January 1, 2019 the wage scale will be as follows:

2019 Salary Table							
Code	**A**	**Job Title**	**1**	**2**	**3**	**4**	**5**
0611		Customer Service Representative	24.55	25.78	27.07	28.42	29.84
0608		Customer Service Rep, Lead	34.23	35.94	37.74	39.63	
0612		Customer Service Rep, Technical	31.12	32.68	34.31		
0018		Mail & Stock Processor	20.30	21.31	22.38	23.50	24.67
0012		Mail & Stock Processor, Senior	24.86	26.10	27.41		
0601		Meter Reader	23.35	24.52	25.75	27.04	28.39
0602		Utilities Field Investigator	32.64				
0305		Warehouse Supervisor	35.71	37.50	39.37		
0607		Workforce Coordinator	34.23	35.94	37.74	39.63	

Effective January 1, 2019 wages for each classification shall be increased by three (3%) percent.

Effective January 1, 2019 the first two steps of the Warehouse Supervisor shall be eliminated. Employees currently receiving pay at step 1 and 2 shall receive pay at the new step 1 and 2 rates of pay. In addition this position will become overtime eligible (overtime category A) effective as set forth in the implementing legislation.

Effective January 1, 2019 a new top step for Customer Service Representative Leads shall be established. All Customer Service Representative Leads who are currently receiving pay at the current step 3 will receive pay at the new step 4 rates of pay.

Effective January 1, 2020 wages for each classification shall be increased by three (3%) percent..

Effective January 1, 2021 wages for each classification shall be increased by two and one half (2.5%) percent.

Longevity

The above classifications shall be eligible for longevity pay according to the following schedule:

1% of base pay for 5 through 9 years of service
2% of base pay for 10 through 14 years of service
3% of base pay for 15 through 19 years of service
4% of base pay for 20 or more years of service

Application of Rates / Non-Automatic Steps

1. A Meter Reader (CSC 0601), when assigned by their Supervisor to training functions for a minimum of four (4) hours shall receive a ten percent (10%) differential above their regular rate of pay.

2. A Field Investigator (CSC 0602), when assigned by their Supervisor to training functions for a minimum of four (4) hours shall receive a ten percent (10%) differential above their regular rate of pay.

APPENDIX B

LOCAL 483, IBEW, CUSTOMER AND FIELD SERVICES UNIT

This Appendix expires independently from the Collective Bargaining Agreement to which it is attached. The following text is contained in the Joint Labor Agreement for the period 2019:

3.4 Payroll Deduction.

3.4.1 Union Dues. As evidence of its recognition of employee membership in unions and organizations affiliated with the Joint Labor Committee and other bona fide unions and employees organizations and professional societies, the City of Tacoma agrees that upon written authority given to it by any member of the Union or other representative organization, it will deduct from the wages payable by the employer to such member, in the manner provided by law, such amounts as such member shall authorize, as dues to the organization, and transmit such dues to the organization. The City shall be given one full pay period advance notice of all dues changes. There shall be no retroactive deduction of dues.

3.4.2 Voluntary Contribution to Labor Funds, Committees or Subsidiary Organizations. The City will deduct from the pay of each employee, each month, the amount the employee wishes to voluntarily contribute to a fund, committee or subsidiary organization maintained or established by a labor organization; provided that the employee has submitted a written original authorization form signed by the employee to the City's Payroll Department, and further provided that a minimum of twenty-five (25) employees have authorized a contribution to the same fund, committee or organization. The first deduction will take effect at the end of the month following the City's receipt of sufficient authorization forms. The deduction will occur once per month on the second pay period of the month.

ARTICLE 6 - ENUMERATION OF BENEFITS

6.1. Domestic Partners. The City will make available to domestic partners benefits, including insurance, paid leave and statutory Family and Medical Leave, on the same basis that those benefits are provided to employee spouses. Domestic partners will be recognized if the domestic partnership is registered with or recognized by the State of Washington pursuant to RCW 26.60; provided, that the City will continue to recognize domestic partnerships on file with the City as of December 31, 2016, until the participating employee's separation from employment or dissolution of the domestic partnership, whichever occurs first.

6.2. Medical Insurance. The City of Tacoma and the Joint Labor Committee have negotiated and put in effect medical insurance programs which will continue in effect for the duration of this Agreement. During the term of this Agreement, the City will provide medical insurance to employees and their eligible dependents through the plans described in Appendix A.

6.2.1 **Eligibility.** Permanent, project, appointive, and temporary pending exam employees and their dependents are eligible for coverage beginning on the

first day of the calendar month following the date of hire, unless the date of hire is also the first working day of the calendar month, in which case benefits eligibility begins on the date of hire. All other temporary employees and their dependents are eligible for coverage beginning on the first day of the calendar month following 60 days of continuous employment from the date of hire.

6.2.2 **Default Options.** If permanent, project, appointive and temporary pending exam employees fail to enroll or waive medical coverage within the required enrollment period, the employee will be enrolled automatically in the City's default medical plan. The default plan shall be the Regence BlueShield PPO Plan. If a temporary employee fails to timely enroll or waive coverage, the employee will be determined to have waived coverage, until such time as they enroll pursuant to a qualifying life event or an open enrollment period.

6.2.3 **City Payment of Claims/Premiums.** Except as provided below, the City will

[redacted]

step pay rate. For the purposes of scheduling hours, vacation, and overtime incumbent cashiers will carry their seniority as a Cashier to their position as a Customer Service Assistant as long as they are performing the Cashier function.

9) The Computer Support Assistant classification shall have a pay range equal to Office Assistant. Movement through the pay steps shall be the same as Office Assistant. There shall be an application of rate of 2% for employees holding a permanent appointment prior to January 1, 1995, as a Senior Data Entry Operator.

Incumbent employees shall be placed in the 10 step salary range as follows.

New Classification:

Computer Support Assistant

Proposed pay range

1	2	3	4	5	6	7	8	9	10
9.39	10.05	10.75	11.51	12.32	13.17	13.63	14.11	14.60	15.12

Application of rate 2% for incumbent permanently hired prior to 1-1-95 as a Senior Data Entry Operator.
Classifications to be deleted:

Code	Title	1	2	3	4	5
01200	Computer Operator	12.01	12.66	13.30	13.96	14.62
01100	Data Entry Operator	11.55	12.12	12.73	13.37	14.03
01110	Data Entry Operator Sr	12.70	13.34	13.99	14.70	15.43

Effect on current incumbents:

Name	Job Title	Current Pay	New Pay, Step
Larry Sharp	Office Assistant	14.60	14.60, 9
Laetitia Thompson	Office Assistant	13.63	13.63, 7
Linda Day, PPT	Data Entry Operator	12.12	12.32, 5
Viki Reynolds	Data Entry Operator	14.03	14.11, 8
Linda Stickney	Data Entry Operator Sr	15.43	15.43
Jacqueline Judie	Data Entry Operator	14.03	14.11, 8
Robert Fisher, temp	Computer Operator	12.66	13.17, 6

The job description for Computer Support Assistant is attached.

Original signed by
IBEW Local 483, 4/12/96
WSCCE, 4/12/96
City of Tacoma, 4/12/96

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CITY OF TACOMA
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 483
CUSTOMER AND FIELD SERVICES UNIT

Subject: Outage Call Center (OCC)
Originally signed: 9/20/2012
Revised: 9/21/2015 and 8/28/2019

The City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Customer and Field Services Unit, hereby enter into this Memorandum of Understanding regarding the staffing guidelines that will be utilized when the Outage Call Center (OCC) is activated.

The Parties agree to the following:

1. The City will maintain a voluntary call-out list of Customer Service Representatives (CSR), Customer Service Representatives Technical, (CSRT), Meter Readers (MR), and Utilities Field Investigators, (UFI), assigned to the Tacoma Public Utilities Customer Service Division. This call-out list will be used during an outage event outside of normal business hours. Employees on the callout list will be sorted by classification in the following order, CSR, CSRTs (combined), then MRs, and UFIs (combined), by willingness, response time and seniority. Employees who volunteer must be fully capable of responding within thirty (30) minutes upon notification of an OCC start-up. The process for selection will begin with the most senior CSR, based upon willingness and response time followed next by the most senior CSRT, based upon willingness and response time; This pattern will be utilized as employees are selected from the call-out list until all CSR and CSRTs have been contacted. If additional employees are needed to staff the OCC, selection will begin with the most senior MRs based upon willingness and response time followed by the most senior UFI. This pattern will be utilized as employees are selected from the call-out list until all MR and UFIs have been contacted. Once the end of the list is reached, further selections, if additional employees are needed to staff the OCC, will begin by starting the selection process over beginning with the CSR and CSRTs then MRs and UFIs.

    a. A telephone contact log will be maintained to document that each employee on the list has been called. Employees that change their phone numbers of home location are responsible for notifying the OCC Coordinator of said changes.

    b. Once the OCC has been activated the list will be called in a rolling manner. If the OCC is closed, calling from the list will begin at the start of the list once the OCC is reopened.

2. The City will maintain a voluntary call-out list of Customer Service Representative, Leads (CSRL), assigned at the Tacoma Public Utilities Customer Service Division who will serve as OCC Coordinators during an outage event outside of normal business hours, Employees on the call out list will be listed by willingness and seniority. In the event there are not enough CSRL to staff the OCC, the City reserves the right to call-in any

CSRL, a trained CSRT that would be setup to a lead, prior to calling in a supervisor to serve as an OCC Coordinator.

3. If management determines the severity of the outage event warrants or there are not enough employees to staff the OCC, the management may call-in additional employees, as needed, to assist with OCC responsibilities.

4. Any employee who does not report to work for their regularly scheduled work day, due to an unscheduled absence or leave of absence, will not be considered eligible for OCC call out until the initial selection process has occurred and additional employees are needed to staff the OCC. At that time, the employee's name will be considered eligible to be called on the list in the position they would have been placed if they had not been absent.

5. An employee assigned to work an OCC event before or after their regular work day may work a maximum of eight (8) hours of overtime in any twenty-four (24) hour period, as determined by management. Exceptions to this limit may be agreed upon between the employee and management. Employees will be paid at their regular rate for OCC activities occurring during the employees' regularly scheduled work day.

6. All employees are expected to work their normally scheduled work day. However, where an employee has worked during an OCC event, outside of normal business hours, and feels they cannot continue to work their regular work day, management will consider the use of sick leave or personal time off (PTO) for the remainder of the scheduled work day. Management may also consider an adjustment to the employees scheduled work day in accordance with Article 12.7 of the Collective Bargaining Agreement.

7. If an OCC event occurs during normal business hours, volunteers for any resulting overtime will be sought, by classification, by seniority, from employees still currently at work, prior to selecting employees from the call out lists. Similarly, if an event occurs during scheduled overtime, volunteers to work the OCC outage will be sought, by classification, by seniority, from the employees currently at work, prior to selecting employees from the call out lists.

8. When the OCC is open during regular business hours, those Meter Reader and Utilities Field Investigator employees who have been trained on the OCC may be afforded the opportunity to work their regular schedule assisting with OCC duties when management determines that their regular work may not be performed.

9. The City reserves the right to outsource the OCC functions to an emergency response agency.

The Parties further agree:

Either party may reopen or cancel this MOU with thirty (30) days' notice to the other party.

Originally Signed By:

Alice Phillips, IBEW Local 483 9/13/2012

John Dryer, Labor Relations Manager 9/17/2012
Joy St. Germain, Human Resources Director 9/17/2012
Steve Hatcher, Customer Services Manager 9/19/2012
William Gaines, Utilities Director 9/20/2012

Letter of Agreement
By and Between
City of Tacoma and
International Brotherhood of Electrical Workers, Local 483
Customer & Field Services Unit

Subject: Reclassification of Energy Services Specialist I to Customer Service Representative, Technical

The City of Tacoma and IBEW Local 483: Customer & Field Services Unit, hereby enter into this Letter of Agreement which shall be attached to the Collective Bargaining Agreement and incorporated as though fully set forth.

It is agreed that the recent review of the work being performed by Sherry Berreth is no longer a fit with the Energy Services Specialist I classification and more closely aligns with the classification of Customer Service Representative, Technical. This has resulted in a reclassification of the position held by Sherry Berreth to the classification of Customer Service Representative, Technical.

It is agreed that the following terms and conditions shall apply to this reclassification with the effective date in concurrence with the date of September 16, 2011, which was the date approved through the Civil Service Board to allow the non-competitive appointment.

The incumbent's city service date shall remain as is, January 27, 2003, which is the date used to determine longevity pay and retirement.

For the purposes of vacation scheduling and job bidding, the job/classification seniority date will be based on the date of her permanent continuous service in the classification of Customer Service Assistant, which is May 31, 2004.

Original Signed by:

Alice Phillips, IBEW Local 483 Business Manager, 10/11/11
William Gaines, Director of Utilities/CEO
Steve Hatcher, Customer Services Manager, 10/14/11
Joy St. Germain, Human Resources Director, 10/14/11

Letter of Agreement
By and Between
City of Tacoma and
International Brotherhood of Electrical Workers, Local 483
Customer & Field Services Unit

Subject: Permanent Status for Customer Service Representative, Technical
Denise Hottel and Christina Parise

The City of Tacoma and IBEW Local 483: Customer & Field Services Unit, hereby enter into this Letter of Agreement which shall be attached to the Collective Bargaining Agreement and incorporated as though fully set forth.

Denise Hottel and Christina Parise both took lateral transfers into project positions March 17, 2008 from Customer Service to Public Works. Recent review of the work performed in their positions at Customer Service, in 2008, supports that had these employees remained in their Customer Service positions they would have been given permanent status in the Customer Service Representative, Technical classification through the implementation of the classification and compensation study Local 483 Customer & Field Services addendum, effective January 1, 2010.

It is agreed that the following terms and conditions shall apply to these permanent appointments with the effective date in concurrence with the date approved through the Civil Service Board to allow the non-competitive appointments.

The incumbents' City service dates shall remain as they are which are used to determine longevity pay and retirement.

The job/classification seniority date for these employees in the Customer Service Representative, Technical classification will be based on the date on which the class/comp wages for the Local 483 Customer & Field Services contract were made effective, which is January 1, 2010.

Original Signed by:

Alice Phillips, IBEW Local 483, 1/5/2012
Joy St. Germain, Human Resources Director, 1/6/2012
William Gaines, Director of Utilities/CEO, 1/11/2012
Rey Arellano, Interim City Manager, 1/13/2012

Letter of Agreement
By and Between
City of Tacoma and
International Brotherhood of Electrical Workers, Local 483
Customer & Field Services Unit

Subject: Seniority Dates for New Customer Service Representative Series (From 2010 Classification and Compensation Study)

The City of Tacoma and IBEW Local 483: Customer & Field Services Unit, hereby enter into this Letter of Agreement which shall be attached to the Collective Bargaining Agreement.

During the implementation of the 2010 Agreement from the classification and compensation study, three (3) new classifications were created (CSR, CSR Technical, and CSR Lead) which replaced the previously existing series of two (2) classifications (CSA and Senior CSA).

Old Classification	Old Job Code	New Classification	New Job Code
		Customer Service Representative, Lead	06080
Customer Service Assistant, Senior	06120	Customer Service Representative, Technical	06120
Customer Service Assistant	06110	Customer Service Representative	06110

It is agreed that the following terms and conditions shall apply to these classifications for job seniority:

- The incumbents' job/classification seniority date for employees in positions classified as Customer Service Representative, Lead (06080) as of 1/1/2010 will reflect the date of permanent appointment to the Senior Customer Service Assistant classification (previously 06120).
- The incumbents' job/classification seniority date for employees in positions classified as Customer Service Representative, Technical (06120) as of 1/1/2010 will reflect the date of permanent appointment to the Customer Service Assistant classification (previously 06110).
- Any employee with a placement date AFTER 1/1/2010 will keep that date and will not have time in previous classification included in their job seniority.
- City service dates (aggregate service) shall remain as they are which are used to determine longevity pay and retirement.

Original Signed by:
Alice Phillips, IBEW Local 483 Business Manager, 4/12/2012
Joy St. Germain, Human Resources Director, 4/12/2012
William Gaines, Director of Utilities/CEO, 4/13/2012
TC Broadnax, City Manager, 4/19/2012

LETTER OF UNDERSTANDING
Between
The City of Tacoma
And
IBEW, Local 483, Customer & Field Services unit

Subject: Shared position between TPU Customer Service and Neighborhood and Community Services (Code Compliance)

TPU Customer Service and Code Compliance have agreed to share a customer service position, based upon seasonal need. The position will be utilized in the Code Compliance office for a period of six (6) months and will return to the TPU Customer Service office upon completion.

Based upon the above, the City of Tacoma Customer Service and Neighborhood and Community Services (Code Compliance) departments, and IBEW Local 483 Customer & Field Services Unit, hereby enter into this Letter of Understanding.

The Parties agree to the following:

- The shift in the Code Compliance office will be Monday – Friday, 8:00am – 4:30pm.
- While the employee is assigned to the Code Compliance office, the ability to crossover to work at TPU Customer Service will not be allowed.
- Any TPU Customer Service employee who accepts the time limited appointment in the Code Compliance office will have an equivalent permanent position to return when they complete the assignment.

This Letter of Understanding may be cancelled at any time, by either party, with thirty (30) days' notice to the other party.

Original Signed by:
Alice Phillips, IBEW Local 483 Business Manager
Joy St. Germain, Human Resources Director
Steve Hatcher, Customer Services Manager
Tansy Hayward, Assistant City Manager/NCS Director
TC Broadnax, City Manager
William Gaines, Director of Utilities/CEO
Cheryl Comer, Deputy City Attorney

Letter of Agreement
By and Between
City of Tacoma and
International Brotherhood of Electrical Workers, Local 483
Customer & Field Services Unit

Subject: Lead AOR for Meter Reader and Utilities Field Investigator
(TPU Customer Services)
October 7, 2014

The City of Tacoma and IBEW Local 483 Customer & Field Services Unit, hereby enter into this Letter of Agreement which shall be attached to the Collective Bargaining Agreement and incorporated as though fully set forth.

The Parties agree to the following:

1. An application of rate of ten percent (10%) will be applied to any employee assigned to lead Meter Reader or lead Utilities Field Investigator functions. The designation of and the work which qualifies for the application of rate in this LOA is assigned and/or removed at management's discretion. Thirty (30) days' notice will be given to any employee when the lead AOR is removed.

2. Work schedules for those employees in positions assigned as lead will begin thirty (30) minutes prior to the start of assigned staff.

3. There will be no pyramiding of application of rates. For example, an employee designated as a lead who is then assigned to train will not receive an additional AOR.

4. Management reserves the right to perform the duties of oversight and coordination of areas/routes, as needed.

5. The City acknowledges that the duties and responsibilities of the Leads will continue to be clarified and outlined as the program is developed.

6. This Letter of Agreement may be opened or cancelled by either party with thirty (30) days' notice to the other party.

Original Signed by:
Alice Phillips, IBEW Local 483 Business Manager, 10/8/2014
Steve Hatcher, Customer Services Manager, 10/15/2014
Joy St. Germain, Human Resources Director, 10/13/2014
William Gaines, Director of Utilities/CEO

LETTER OF UNDERSTANDING
Between
IBEW, Local 483
And
City of Tacoma, Department of Environmental Services

Subject: Wastewater Operations, Telecommuting Agreement

The City of Tacoma, Wastewater Division of the Environmental Services Department, and IBEW Local 483 Customer & Field Services Unit, hereby enter into this Letter of Understanding.

Environmental Services has agreed to provide an opportunity for the billing and technical services section, located at the Wastewater Operations building, to participate in a telecommuting agreement.

Telecommuting is a mutually agreed upon alternative work schedule between the employee, the Union and the supervisor and is subject to approval of the Department Head or their designee, with the authority to end the telecommuting arrangement at any time.

The Parties agree to the following:

- Telecommuting is voluntary and offered to the Billing & Technical Services section of the Wastewater Operations.
- Each employee may telecommute one (1) day a week, Monday through Thursday. The day of week is subject to approval by the employer.
- When telecommuting the employee will maintain their regularly scheduled hours of work.
- The City agrees to provide desktop computers, along with a monitor, keyboard, mouse and VPN key fobs to employees who are approved to telecommute. The City will not reimburse employees for any internet or phone expenses. Any equipment, provided by the City, will be returned by the employee when telecommuting is ended. All City equipment is to be used for work purposes only.
- The employer maintains the right to require an employee to report to work, on their regularly scheduled telecommuting day. Employees are expected to report to work within one (1) hour of being notified of the need to report to work, if notification is during working hours on the telecommute day.
- Employees are responsible for contacting Information Technology support staff and their Supervisor within half an hour of their start time when there is network connection or technology issues. If an issue cannot be resolved within an hour of their start time, management may require the employee to report to work for the day.
- If an employee is sick, they are expected to notify their supervisor within half an hour prior to their scheduled start time.

This Letter of Understanding may be cancelled at any time, by either party, with fourteen (14) days notice to the other party.

Original Signed by:
Alice Phillips, IBEW Local 483 Business Manager, 7/13/13
Joy St. Germain, Human Resources Director
John O'Loughlin for Michael Slevin, Environmental Service Director
TC Broadnax, City Manager
Cheryl Comer, Deputy City Attorney

Letter of Understanding
Between
City of Tacoma
And
IBEW Local 483, Customer & Field Services Unit

Subject: Contract for Tax Revenue Discovery and Utility Auditing Services – Trial Period

The City of Tacoma (City) and IBEW Local 483, Customer & Field Services Unit (Union), hereby enter into this Letter of Understanding (LOU), which shall be attached to the Collective Bargaining Agreement as an appendix, and shall expire upon the conclusion of the trial period.

This LOU, made effective as of the latest date of signing, shall apply to Local 483 CFS members employed in the Finance Department and Neighborhood and Community Services Department.

The parties agree to the following:

The City shall enter into a professional services contract with MuniServices, LLC, on a trial basis, as follows:

1. Discovery Services, Business License, Sales Taxes and B&O Taxes
   Trial Period: Approximately twelve (12) months, plus one hundred twenty (120) day "pre-discovery phase";
2. Auditing Services of Utility Companies
   Trial Period: Approximately eighteen (18) months, or until completion of in-progress audits of no more than five (5) utility companies.

The scope of work to be performed will be limited to that included in Exhibit "A" of the professional services contract.

The purpose of the above-referenced contracts is to provide services to audit private utility companies, verify local sales tax received and to validate the City's current discovery processes through the use of an independent third party.

The City acknowledges that some of the work performed by the Contractor may include exclusive bargaining unit work typically performed by classifications represented by the Union pursuant to RCW 41.56. By entering into this Agreement, IBEW Local 483 is not waiving any rights of representation over these classifications and the appurtenant duties.

The Parties further acknowledge that by entering into this Agreement, they have fulfilled any and all impact bargaining requirements in accordance with RCW 41.56.

During the trial period(s) of the above-mentioned professional service contract, no employee in the classification of Customer Service Representative, Customer Service Representative Technical or Customer Service Lead shall be subject to layoff as a result of this LOU. Additionally, no positions in these classifications, within the Finance Department or the Neighborhood and Community Services Department, which become vacant, shall be held vacant intentionally by the City during the trial period.

The Parties hereby agree that during the life of the contract, the City will make a good faith effort to fill the budgeted positions, within the Finance Department or the Neighborhood and Community Services Department, as defined in the previous paragraph and as listed in the final 2015-16 budget document.

This Letter of Understanding is not to be used as a precedent with respect to any other contracts for any other divisions or departments of the City nor by other employees represented by this Union.

Original signed by:

Alice Phillips, IBEW Local 483 Business Manager	12/17/2014
Joy St. Germain, Human Resources Director	01/23/2015
Nadia Chandler Hardy, Asst. to the City Manger	01/30/2015
Susan Ramirez for Andy Cherullo, Finance Director	02/10/2015
T.C. Broadnax, City Manager	02/12/2015
Cheryl Comer, Deputy City Attorney	02/03/2015

RESOLUTION NO. U-11113

A RESOLUTION related to the creation of a Department of Safety, Health, and Environmental and the position of Director of that department, and adding Section 1.06.190, amending Sections 1.06.07 and 1.06.430, and deleting Section 1.06.635 of the Tacoma Municipal Code.

WHEREAS the City of Tacoma, Department of Public Utilities proposes to create a Department of Safety, Health and Environmental in Tacoma's organizational structure and to create the position of Director of Department of Safety, Health, and Environmental, ("Director"), and

WHEREAS for the past eight months, employees and leaders from across the City have evaluated the strengths and weaknesses of the citywide Safety program with the goal to set recommendations to improve the program and outcomes for the employees and citizens of the City of Tacoma, and

WHEREAS the recommendations to create a Safety, Health and Environmental Department and a Director to administer the Department would be steps to improve the organizational framework and leadership and to create a comprehensive safety program that creates and supports a safe work culture across the City in accordance to federal, state, and local requirements, and

WHEREAS the Director will develop and maintain a citywide safety program that includes items such as: 1) strategic planning and visioning; 2) development and oversight of program and policy documentation; 3) development and monitoring of key performance indicators; and 4) safety governance, and

WHEREAS the Director will also coordinate with the division level safety professionals to ensure that the safety programs in each department meet

applicable regulatory requirements and are consistent with the citywide safety program and shall perform other duties as may be assigned by the Charter, ordinances, or by the City Manager and/or Director of Public Utilities, and

WHEREAS the Director would jointly report to the City Manager and Director of Utilities who will be responsible for determining the components of the citywide safety program, and

WHEREAS the appointment of the Director will be done jointly by the City Manager and Director of Public Utilities, with confirmation by the City Council, and

WHEREAS personnel decisions concerning the Director will be made by the City Manager, and

WHEREAS the proposed addition of 1.06.190, amendment of 1.07.07 and .06.430, and deletion of 1.06.635 to the Tacoma Municipal Code are attached hereto as Exhibit A; Now, therefore,

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

That the proposed request to create a Department of Safety, Health and Environmental and a position for a Director of Safety, Health and Environmental is approved, and the Council of the City of Tacoma is requested to adopt an ordinance amending Title 1.06 of the Tacoma Municipal Code by adding a new Section 1.06.190, amending Section 1.06.070 and Section 1.06.430, and

deleting Section 1.06.635 in substantially the same form as set forth as Exhibit "A" and in final form to be approved by City Attorney.

Approved as to form:

Chief Deputy City Attorney

Clerk

Chair

Secretary

Adopted

Exhibit A

1.06.070 Administrative service – Departments and offices.

The administrative service of the City shall be organized into departments and offices, which are hereby continued, created, or established as follows:

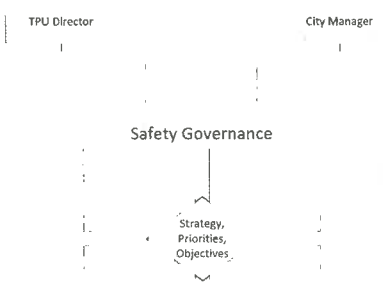
Department or Office	Administrative Officer
Finance Department	Director of Finance
Community and Economic Development Department	Director of Community and Economic Development
Planning and Development Services Department	Director of Planning and Development Services
Neighborhood and Community Services Department	Director of Neighborhood and Community Services
Human Resources Department	Director of Human Resources/Personnel Officer
Information Technology	Director of Information Technology
Public Works Department	Director of Public Works
Environmental Services Department	Director of Environmental Services Department
City Attorney's Office	City Attorney
Office of Hearing Examiner	Hearing Examiner
Police Department	Police Chief
Fire Department	Fire Chief
Office of Government Relations	Government Relations Officer
Safety, Health and Environmental	Director of Safety, Health and Environmental

(Ord. 28100 Ex. A, passed Dec. 4, 2012; Ord. 28091 Ex. A, passed Oct. 15, 2012; Ord. 27483 § 1, passed Apr. 20, 2005; Ord. 21456 § 1, passed Jan. 11, 2006; Ord. 25531 § 1, passed Jul. 11, 2000; Ord. 25386 § 1, passed Mar. 23, 1999; Ord. 25019 § 3, passed Jun. 10, 1997; Ord. 24720 § 1, passed Sept. 25, 1990; Ord. 20230 § 1, passed Oct. 15, 1974; Ord. 19763 § 1, passed Feb. 27, 1973; Ord. 19407 § 1, passed Jul. 21, 1971; Ord. 18700 § 1, passed Dec. 26, 1958; Ord. 17099 § 1, passed Jul. 3, 1962; Ord. 15724, passed Jan. 24, 1961; Ord. 14381 § 1a, passed Sept. 23, 1953)

1.06.190 Safety, Health and Environmental Department

The administration of the citywide Safety program shall be the responsibility of the Director of Safety, Health and Environmental under the joint direction of the City Manager and Director of Public Utilities. The Director of Safety, Health and Environmental shall be responsible for the strategic oversight of a comprehensive safety program that creates and supports a safe work culture across the City, including the Department of Public Utilities, and is in accordance with federal, state and local requirements. Appointment of the Director of Safety, Health and will be done jointly by the City Manager and the Director of Public Utilities and confirmed by the City Council. Personnel related decisions concerning the Director of Safety, Health and Environmental will be made by the City Manager.

The Director of Safety, Health and Environmental shall: (1) develop and maintain a citywide safety program that



NEXT STEPS

- One Safety Program
- Actively recruit for Safety Director
- Additional Education & Outreach
- Identify resource requirements for mid-biennium budget adjustments
- Code revisions related to safety structure being developed

Citywide Safety Initiative

City of Tacoma

City Council Meeting
8/20/2019
ITEM 4

CITY OF TACOMA
Revision Date:

Director, Safety, Health and Environmental Department

Class Code: TBD

SALARY RANGE

CLASS SUMMARY DEFINITION:

The administrative head of the City-wide Safety, Health and Environmental Department collaborates with the City Manager and the Director of Utilities to direct strategic planning, program development, operational, financial, and personnel activities of the SH&E Department. Additionally, the Director plans, organizes and oversees a comprehensive safety program ensuring a safe work culture across the City of Tacoma.

The scope of responsibilities includes but is not limited to: providing leadership and development for City of Tacoma's safety policies & procedures, leading and lagging indicators, safety documentation, industrial hygiene, Workers' Compensation, Commercial Driver License Program, drug testing, safety culture, governance, and portfolio of other training and safety related programs. The director works closely with safety professionals and division managers to ensure effective and efficient delivery of safety services. Provides direction for all departmental operational, fiscal, and personnel actions, including budget preparation, strategic planning, and establishment of contractual agreements and assessing and communicating risk factors. Serves as liaison to City and other regulatory agencies to ensure strong interactive partnerships exist.

This is a single-incumbent classification which serves as the head of the Safety, Health and Environmental Department. Applies sophisticated management principles and skills, with planning and management experience focused strategically.

ESSENTIAL DUTIES:

Plan, organize and direct the operations and activities of the Safety, Health and Environmental Department to assure departmental program objectives are met

Plan, develop, review, establish and/or recommend comprehensive related programs for General Government and Tacoma Public Utilities

Prepare and execute short and long-range plans for the development and administration of related programs and policies for the Safety, Health and Environmental Department

Serve as a member of the executive leadership team and addresses related City-wide policy, management and strategic issues

DRAFT

Serves as advisor to the City Council, City Manager, Director of Utilities, Public Utility Board and appointed boards, commissions, administrative committees and citizen committees on safety, health and environmental matters

Utilize continuous improvement principles to build the capacity of the department to implement safety, health and environmental programs and services

Communicate with various General Government and Tacoma Public Utilities personnel, departments, divisions, outside organizations, governmental agencies, and others to coordinate Safety, Health and Environmental program operations and activities and to provide and receive technical information and assistance as required

Provide support and technical advice to Safety, Health and Environmental staff to assure efficient and timely completion of objectives

Develop, implement and interpret departmental policies and procedures

Analyze a variety of administrative problems, make sound policy and procedural recommendations as to their solutions and adopt effective courses of action

Attend and participate in a variety of conferences, meetings, hearings and committees; participate in technical reviews and interviews as required

Prepare and direct studies, reports and recommendations relative to the Safety, Health and Environmental program as required; prepare various written materials and correspondence as required

Prepare and present budget estimates; control departmental budget expenditures; coordinate budgetary and fiscal activities as required

Supervise, direct, evaluate and assure appropriate training of assigned personnel; participate in various personnel activities including the recruiting and selection process

Respond to citizen inquiries, complaints and requests for assistance

Present items to City Council and Public Utility Board as needed

Review a variety of related technical and professional publications; prepare comprehensive reports and maintain effective public relations

Establish liaison with local, state, regional and federal agencies; establish liaison with public and private business organizations

Perform related duties as assigned

KNOWLEDGE & SKILLS:

DRAFT

- Fundamentals and accepted best practices in Safety, Health and Environmental administration
- Principles and proper practices of administering and directing the activities of professional, technical, skilled, unskilled and clerical personnel in a large organization and a high degree of ability to put such principles into actual practice
- Municipal government administration and the proper role of Safety, Health and Environmental in that administration
- Principles and practices of strategic planning
- Principles and practices of budget management and oversight
- Principles and practices of grant writing and contract management
- Principles and practices of administration, supervision and training
- Applicable laws, codes, regulations, policies and procedures
- Municipal government administration, operations, policies and objectives
- Public policy making and public process
- Total quality tools and principles
- City organization, operations, policies and objectives
- Modern office practices, procedures and equipment

SKILLS AND COMPETENCIES

To successfully perform the duties and responsibilities of the essential functions the incumbent should be able to perform the following competencies on a daily basis:

ANALYTICAL
Synthesizes complex or diverse information. Awareness of basic laws, ordinances and regulations underlying the municipal corporation.

DELEGATION
Delegates work assignments, gives authority to work independently, sets expectations and monitors delegated activities.

JUDGMENT
Displays willingness to make decisions, exhibits sound and accurate judgment and makes timely decisions. Takes responsibility for actions.

MANAGEMENT SKILLS
Includes staff in planning, decision-making, facilitating and process improvement; accessible to staff; provides regular performance feedback; and develops subordinates' skills and encourages growth. Public administration principles, with particular emphasis on municipal administration, is essential and required.

ORAL COMMUNICATION
Speaks clearly and persuasively in positive or negative situations, demonstrates group presentation skills and conducts meetings.

DRAFT

PERFORMANCE LEADERSHIP
Inspirers and motivates others to perform well, accepts feedback from others. Models highest level of integrity, accountability, professionalism, adaptability and commitment to public service.

PLANNING/ORGANIZING
Prioritizes and plans work activities, uses time efficiently and develops realistic action plans. Contributes to strategic and business planning processes, communicating a sense of vision.

POLITICAL SAVVY
Use knowledge and understanding of the organizational and political climate to make decisions and take actions that satisfy diverse interests and contribute effectively to organizational goals.

PROBLEM SOLVING
Identifies and resolves problems in a timely manner and gathers and analyzes information skillfully.

QUALITY MANAGEMENT
Looks for ways to improve and promote quality and demonstrates accuracy and thoroughness. Displays dedication to continuous improvement including streamlining, eliminating duplication, eradicating inefficiencies and enhancing customer services.

SAFETY AND SECURITY
Actively promotes and personally observes safety and security procedures and uses equipment and materials properly.

STRATEGIC PLANNING
Logically integrate various ideas, intentions and information to form effective goals, objectives, timelines, action plans and solutions.

QUALIFICATIONS:
Bachelor's degree in environmental health, industrial hygiene, public health administration, or a closely related field, and 10 years of increasingly responsible experience in a field of occupational, industrial, public or environmental health and safety, including 5 years in safety program management or senior leadership.

Equivalent education/experience may be substitute for these qualifications except when there are legal requirements, such as a license/certification/registration. Professional certifications in the safety field are also desired.

LICENSING, CERTIFICATIONS AND OTHER LEGAL REQUIREMENTS:
Valid Washington State Driver's License at time of appointment, with maintenance thereafter or evidence of equivalent mobility

PHYSICAL REQUIREMENTS & WORKING CONDITIONS:
Primarily office environment, with frequent site visits throughout the City of Tacoma and the Tacoma Public Utilities service area. Subject to remaining on feet for considerable periods of time. Subject to operating a personal computer and electronic office equipment. Requires considerable reading and close vision work. May require bending, reaching, lifting and squatting.

DRAFT

CLASS SPEC DATA:
Adopted:
Revised:
Title Change:
Union: NR
Civil Service: No
OT: D
Med: 3
Job: 1
EEO: 1
SOC: 11-1021

DRAFT

RESOLUTION NO. U-11114

A RESOLUTION related to an increase to the agreement with Jonz Catering and Food Concepts, Inc., for food services at the TPU Administration Complex.

WHEREAS the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. "Tacoma Power") originally awarded a contract to Jonz Catering and Food Concepts, Inc. ("Jonz") for cafeteria food services at the TPU Administration Complex through Public Utility Board No. U-10683, in the amount of $500,000, and

WHEREAS the current contract is in effect until 2024, with a five-year renewal option thereafter that would allow additional expenditures of up to $250,000 for a potential cumulative contract total of $750,000, and

WHEREAS the services and costs associated therewith include catering for special events, emergency meal services during storm or natural disaster recovery periods, and catering services for meeting purposes, and

WHEREAS the original cumulative contract amount of $750,000 is insufficient to meet the cafeteria's current needs, therefore, an additional amount of $1,000,000 is being requested; 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 approves an increase to the contract with Jonz Catering & Food Concepts, Inc., in the amount of $1,000,000, for cafeteria food services at the TPU Administration Complex. The additional approved funds may be used during the original term of the

contract or during the one time five year renewal period if the renewal option is exercised by TPU.

Approved as to form and legality:

Chief Deputy City Attorney

Clerk

Chair

Secretary

Adopted

TACOMA POWER | TACOMA WATER | TACOMA RAIL
TACOMA PUBLIC UTILITIES

Board Action Memorandum

TO:	Jackie Flowers, Director of Utilities
COPY:	Charleen Jacobs, Director and Board Offices
FROM:	Judd Johnson, Power Supervisor
MEETING DATE:	10/23/2019
DATE:	10/3/2019

SUMMARY: Tacoma Power seeks approval from TPU Board to extend funding under a current cafeteria food services agreement with Jonz Catering & Food Concepts, Inc., for an additional amount of $1,000,000, plus applicable sales tax. The contract amount is estimated based on current use of Cafeteria services identified within the scope of the contract for the remainder of the previously approved contract period. These services include catering for Public Utility Board dinners and other special events, emergency meal services during storm or natural disaster recovery periods, and catering services for meeting purposes. The previous requested amount of $500,000 was underestimated to meet current needs. The contract amount is not a guarantee of Utility funds spent for food services and could potentially be minimal if the Utility seeks services from another source or determines funding is not available.

BACKGROUND: In February 2014, a Request for Proposal (RFP) was published, inviting prospective vendors to participate and submit a proposal for food services for the TPU Administration Complex cafeteria.

A twelve-member Selection Advisory Committee (SAC) was identified to review and recommend the proposal that most closely meets the requirements of Tacoma Public Utilities as set forth in the RFP.

Three proposals were received and evaluated based on the RFP's established criteria, which included the proposed menu, pricing, healthy options and nutritional value, quality and taste, stability of firm, cafeteria operations experience, staffing capabilities, and business strategy. Based on evaluation rankings by the committee, Jonz Catering and Food Concepts, Inc., was chosen as the most qualified food services provider.

The SAC recommended that TPU award a ten-year contract, with a mutual five-year option, to Jonz Catering and Food Concepts, Inc., to operate the TPU Administration Complex Cafeteria.

This contract was approved by TPU Board Resolution No. U-10683.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes.

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

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING $200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? Yes.

ATTACHMENTS: List any attachments (contracts, policies, agreements, etc.).

PG14-0041F Proposal – Jonz Catering and Food Concepts
TPU Board Resolution U-10683 2014-03-26
Jonz Catering Final Executed Contract 4600009924 2014-06-18

CONTACT: Judd Johnson, Power Supervisor. 253-441-4102
Supervisor: Terry Coggins.
Presenter: Terry Coggins

RESOLUTION NO. U-10683

A RESOLUTION related to selecting a cafeteria food provider to provide food services at the TPU Administration Complex.

WHEREAS the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. "Tacoma Power") published a Request for Proposal ("RFP") inviting vendors to submit a proposal to provide food services for the TPU Administration Complex; and

WHEREAS a twelve-member selection advisory committee was identified and reviewed the RFP responses that were submitted, and

WHEREAS, of the three proposals that were submitted and evaluated, Jonz Catering and Food Concepts, Inc., was chosen as the most qualified food services provider, and

WHEREAS the proposed contract for the vendor chosen is for a period of ten (10) years in the amount of $500,000, with one (1) five-year renewal option thereafter, for a potential cumulative contract total of $750,000. The estimated yearly contract amount of $50,000 is based upon past use of Cafeteria services, and is without guarantee, and

WHEREAS the estimated services and costs associated therewith include catering for Public Utility Board dinners and other special events, emergency meal services during storm or natural disaster recovery periods, and catering services for meeting purposes, 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 selection advisory committee, for the award of a ten (10) year contract in the amount of $500,000, with one (1) five-year renewal option, for a potential cumulative contract total of $750,000, to Jonz Catering and Food Concepts, Inc.

Approved as to form and legality:

William Fosmire
Chief Deputy City Attorney

Chair

Secretary

Marlen Jacobs
Clerk

Adopted 3-26-14

Request for Board meeting

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

of

REQUEST FOR RESOLUTION

Date:

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)
   Cafeteria Food Services Contract

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)
   Seek approval from TPU Board to enter an agreement with Jonz Catering & Food Concepts, Inc., for a ten-year contract in the amount of $500,000, plus the option for one additional five-year renewal period, for a cumulative total contract amount of $750,000, plus applicable sales tax. The contract amount is estimated based on past use of Cafeteria services identified within the scope of the contract. These services include catering for Public Utility Board dinners and other special events, emergency meal services during storm or natural disaster recovery periods, and catering services for meeting purposes. The contract amount is not a guarantee of Utility funds spent for food services and could potentially be minimal if the Utility seeks services from another source or determines funding is not available.

3. Summarized reason for resolution:
   This contract will allow for operation of the TPU Cafeteria which provides on-site food services that facilitate efficient day-to-day operations of the Utility. Jonz Catering & Food Concepts, Inc., was chosen as the most qualified service provider by a twelve-member selection advisory committee following a competitive Request for Proposal process.

4. Attachments:
   a. Cafeteria SAC Recommendation Memo to Director Gaines
   b. TPU Cafeteria Food Services Agreement 2014 DRAFT

5. ■ Funds available ☐ Proposed action has no budgetary impact

6. Deviations requiring special waivers:

Originated by:	Requested by:	Approved:
Section Head	Division Head	Director of Utilities

Document1

TACOMA POWER

3628 South 35th Street
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

DATE: March 21, 2014

TO: William A. Gaines, Director of Utilities/CEO

FROM: Theodore C. Coates, Power Superintendent

SUBJECT: Request for Proposal – PG14-0041F
Cafeteria Food Services Recommendation

In February 2014, a Request for Proposal (RFP) was published, inviting prospective vendors to participate and submit a proposal for food services for the TPU Administration Complex cafeteria.

A twelve-member Selection Advisory Committee (SAC) was identified to review and recommend the proposal that most closely meets the requirements of Tacoma Public Utilities as set forth in the RFP. The SAC consisted of Scott Amsden, Utility Technology Services; Terry Coggins, Facilities; Eric Green, Transmission & Distribution; Danelle Guerin, Transmission & Distribution; Kristine Harper, Legal; Okezie Imo, Facilities; Charleen Jacobs, Executive Office; Deborah McLellan, Executive Office; Bernie Peterson, Click! Cable TV; Dave Rosholm, Community & Media Services; Jessica Tonka, Rates, Planning, & Analysis; and Crystal Vaarvik, Management Services Office.

Three proposals were received and evaluated based on the RFP's established criteria, which included the proposed menu, pricing, healthy options and nutritional value, quality and taste, stability of firm, cafeteria operations experience, staffing capabilities, and business strategy. Based on evaluation rankings by the committee, Jonz Catering and Food Concepts, Inc., was chosen as the most qualified food services provider.

The SAC recommends that TPU award a ten-year contract, with a mutual five-year option, to Jonz Catering and Food Concepts, Inc., to operate the TPU Administration Complex Cafeteria.

Approved:

William A. Gaines
Director of Utilities/CEO

Cc: Pat McCarty
Linda McCrea
Dale King
Steve Hatcher

FOOD SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the **CITY OF TACOMA**, a municipal corporation of the State of Washington, (hereinafter referred to as the "CITY,") and **Jonz Catering & Food Concepts, Inc.**, (hereinafter referred to as the "CONTRACTOR,")

In consideration of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. Scope of Services

A. The CONTRACTOR shall maintain and operate a cafeteria on the ground floor of the Tacoma Utilities Building, 3628 South 35th Street, Tacoma Washington; furnish, prepare, and serve meals to CITY employees, officers, contractors, and guests; provide other food services as may be requested and approved by the CITY'S Director of Utilities; and otherwise diligently and completely perform the services described in the CITY'S request for proposal ("RFP") PG14-0041F, and all authorized addendums thereto, attached to this Agreement as Exhibit "A" and incorporated herein, and the CONTRACTOR'S proposal dated March 11, 2014 ("Proposal"), attached this Agreement as Exhibit "B" and incorporated herein.

B. To the extent there is any discrepancy or conflict between and/or amongst the terms of this document titled "Food Services Agreement" and Exhibits A and B, the controlling terms for this Agreement will be interpreted in the following order of precedence, with the first number being the most controlling, and the last number being the least controlling:

1. This "Food Services Agreement"
2. Exhibit A, "RFP"
3. Exhibit B, "Proposal"

C. Changes. The CITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by the CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

2. Operation of Food Services

A. Except as provided in this agreement, the CONTRACTOR shall be responsible for all costs of operation of the food [illegible]

C. The CITY shall furnish and maintain the premises and CITY-provided equipment and fixtures, and provide such utilities that may be required in connection with the operation of the cafeteria including heating, power, lighting, and water. The CITY shall also provide night custodial services for the general care and cleaning of the cafeteria area, and shall furnish those laundry services and cleaning supplies to the CONTRACTOR which are necessary to maintain a high degree of cleanliness.

D. The CONTRACTOR shall furnish and maintain CONTRACTOR-provided equipment and fixtures. The CONTRACTOR shall document an inventory of CONTRACTOR-provided equipment and fixtures and shall update this inventory at least annually.

E. The CONTRACTOR shall keep the premises and food preparation areas in a clean and sanitary condition at all times.

F. The CONTRACTOR shall obtain CITY approval prior to relocating, removing, or replacing stationary equipment. The CONTRACTOR shall notify the CITY of new equipment needs so that arrangements can be made to meet necessary utility and/or space requirements.

G. The CONTRACTOR shall make no alterations or repairs to CITY facilities or space used for food service operations without prior written consent from the CITY.

H. The CITY may make reasonable rules and regulations relating to the use of any and all of the premises occupied and used by the CONTRACTOR in the operation of the Cafeteria and to reasonably regulate the prices at which food or other commodities that are handled or dispensed by the CONTRACTOR shall be sold.

I. Upon termination of this Agreement, the said premises and CITY-provided equipment and fixtures shall be returned to the CITY in the same condition as provided to the CONTRACTOR, reasonable wear and tear excepted. The CONTRACTOR shall repair any damage at its expense in order to return the said premises and CITY-provided equipment and fixtures in the same condition as provided, reasonable wear and tear excepted. The parties may negotiate for the CITY to purchase the CONTRACTOR-provided equipment and fixtures that the CITY wishes to keep in service.

5. Additional Equipment and Fixtures

The CONTRACTOR may request additional CITY-provided equipment and fixtures it may require to maintain an efficient operation. Such requests are subject to the prior approval to any such additions by the CITY'S Director of Utilities. Said equipment or fixtures shall become and remain the property of the CITY. The CONTRACTOR may update and/or replace CONTRACTOR-provided equipment as necessary to maintain an efficient operation, provided appropriate approval and facility preparations have been made, if necessary.

6. Cafeteria Committee

It is agreed between the parties that the CITY'S Director of Utilities will appoint a Cafeteria Committee as liaison between the CITY'S Director of Utilities and the CONTRACTOR; and that the CITY'S Cafeteria Committee so appointed will designate a spokesperson to communicate directly with the CONTRACTOR in carrying out this agreement.

7. Compensation and Payment

The CONTRACTOR shall reasonably price food it provides to cover actual expenses and provide a reasonable return. The CITY may reasonably regulate the prices as referenced in Section 4.G. Pricing disputes may be settled based on a market analysis review of similar food service operations and a breakdown of operating costs.

8. Term

A. The term of this Agreement shall be a period of ten (10) years commencing 07/01/2014 and expiring 06/30/2024; provided that either party may elect to terminate this Agreement for any reason including but not limited to dissatisfaction with quality of service by giving the other party sixty (60) days' written notice of an intention to so terminate. Further, this Agreement, if not terminated by either party, may be renewed one time for an additional five-year period by written notice of such intention sixty (60) days prior to the expiration of the initial ten-year term, furnished by the CONTRACTOR to the CITY and approved by the Director of Utilities.

B. A 180-day trial period shall apply to this contract. During the trial period, the vendor must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of product or service, the CITY's decision shall prevail. The CITY agrees to pay only for authorized orders received up to the date of termination.

9. Employees

The CONTRACTOR shall be responsible for the selection, training, and conduct of all CONTRACTOR'S employees.

The CONTRACTOR agrees that, on request of the CITY, the CONTRACTOR will conduct an appropriate background check of its employees and upon failing the background check the employee will be removed from the CONTRACTOR's employment. Should any employee be found engaging in improper conduct said employee will be removed from the CONTRACTOR's employment.

10. Hours

The CONTRACTOR shall operate the cafeteria during the term of this Agreement during the hours of 6:30 a.m. to 4:00 p.m., Monday through Friday, with the exception of CITY-observed holidays. The CONTRACTOR agrees that the hours of operation or any changes thereto shall be subject to the prior approval of the CITY'S Director of Utilities, upon recommendation from the Cafeteria Committee.

11. Audit

The CONTRACTOR will maintain and furnish upon request adequate monthly financial records of operation costs and income, i.e., monthly profit and loss statements to the City's Cafeteria Committee.

12. Compliance with Law

The CONTRACTOR will procure all required permits to operate the cafeteria and facilities and will maintain the cafeteria and facilities in accordance with applicable State, County, and City health regulations. Said premises will be subject to daily inspection by the authorized representatives of the CITY'S Department of Public Utilities to determine that high standards of cleanliness are maintained. In addition, CONTRACTOR will comply with all State, County, and City laws, including those of the State Tax Commission and the State Department of Labor and Industries.

13. Indemnification

A. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of (1) the performance or subject matter of this Agreement, (2) use of the subject premises, and/or (3) performance of any function, activity, or use of any equipment in relation to this Agreement.

B. The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

C. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Agreement.

14. Insurance

During the course and performance of the services herein specified, the CONTRACTOR will maintain the insurance coverage as specified in the CITY'S Request for Proposal and as follows:

A. Workers' Compensation and employer's liability --statutory limits.

B. Commercial General Liability --$1,000,000 combined single limit per occurrence for bodily injury, property damage, products coverage, contractual liability coverage, with a $2,000,000 general aggregate limit. Coverage shall be written on an ISO policy form or its functional equivalent.

C. Automobile public liability and property damage--$1,000,000 combined single limit for bodily injury and property damage.

Certificates reflecting the above insurance coverage shall be delivered upon request, within ten (10) days, to the CITY by the CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without 30 days' written notice given to the CITY. The commercial general liability policy shall be on an occurrence basis not a "claims made basis", and shall include an endorsement naming the CITY as an additional insured and stating that coverage under such policy is primary over, and non-contributory to any insurance or self-insurance program the CITY may maintain.

15. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

16. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Terry Coggins Facilities Maintenance Manager 3628 S. 35th Street Tacoma WA 98409	**Linda Dagley** **President** **1905 Bridgeport Way West, #100** **University Place WA 98466**
(253) 502-8310	**(253) 274-0433**
Fax (253) 502-8136	Fax **(253) 830-0263**
tcoggins@cityoftacoma.org	**linda@jonzcatering.com**

17. Termination and Suspension

Termination and suspension of this Agreement shall be per the applicable terms of CITY'S Standard Terms and Conditions found in the RFP.

17. No Third Party Beneficiaries

This Agreement shall be for the sole benefit of the CITY and the CONTRACTOR, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against the CITY.

18. Entire Agreement

This Agreement and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

19. Modification

No modification or amendment of this Agreement shall be effective unless set forth in writing, properly authorized, and signed by the Parties.

20. Authority to Enter into This Agreement

The undersigned CONTRACTOR representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of the CONTRACTOR.

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

CITY OF TACOMA, PUBLIC UTILITIES

William A. Gaines
Director of Utilities/CEO

Approved:

Director of Finance

Approved as to Form and Legality:

Deputy City Attorney

Approved:

City Clerk/Risk Manager, as necessary

Theodore C. Coates
Power Superintendent/COO

JONZ CATERING & FOOD CONCEPTS, INC.

Printed Name: DAVID DAGLEY

Title: VICE PRESIDENT

Address: 1705 BRIDGEPORT WAY W STE 100

TACOMA WA 98466
City/State/Zip

Tax ID: 90-0444937

Café Food Service Proposal for:

at

TACOMA PUBLIC UTILITIES

"We have great taste!"
jònz catering

Jònz Catering & Food Concepts, INC
1905 Bridgeport Way West, Suite 100
University Place, WA 98466
253-274-0443—Office Phone
253-830-0263—Fax

Proposal Outline

A. Contact Information

B. Background and Prior Experience

C. Staffing Plan

D. Management Team

E. Business References

F. Hours of Operation

G. Daily Menus

H. Specials Menu

I. Snack Menu

J. After Hours Menus

K. On-Site Meeting Menus

L. Maintaining and Increasing Employee Use of Café Services

M. Additional Considerations

(A). Contact Information

Jònz Catering & Food Concepts, INC
1905 Bridgeport Way West, Suite 100
University Place, WA 98466
253-274-0443—Office Phone
253-830-0263—Fax

Contacts:
Linda Dagley—President
David Dagley—Vice President

"We have great taste!"
jònz catering

(B). Background & Prior Experience

Jònz Catering was founded by Linda & David Dagley in February 2007 as a higher end catering alternative for the South Puget Sound area. Jònz quickly established a reputation as an off-site catering company delivering innovative, fresh, hand crafted cuisine for its individual and corporate clients.

In February of 2009 Jònz became the exclusive food service provider for the headquarters of the McKinstry Company in Seattle. Jónz's staff of 7 provides 450—500 meals per day, 5 days a week, as well as catering for 5—20 on campus events and meetings per day. Multiple times a year, the McKinstry company hosts events from 250—1000 people that Jònz provides all of the catering for. In September of 2013, McKinstry signed a new contract with Jònz to continue providing food services for their employees.

In September of 2013, Jònz was awarded the contract for the Bellevue Technology Center in Overlake to run their onsite employee cafeteria. Since then, Jònz has consulted on the planning, remodeling, kitchen design and functionality, and will begin full time operations this spring.

In January 2014 Tacoma Public Utilities enlisted Jònz to provide a menu of grab and go sandwiches and salads, coffee and breakfast pastries daily. Jònz is also delivering hot breakfasts and lunches on a limited basis from their offsite kitchen until a full kitchen is available onsite.

Linda Dagley has spent over 35 years in the food service industry. She has focused primarily on catering, front of the house operations and management. She spent 3 years as the General Manager of the food service at Boeing's executive offices of the President , Alan Mulally, and Vice Presidents of the organization and the flight training center creating specialty events for the airline customers, foreign dignitaries and flight training students who came to visit the location. She also was responsible for overseeing 2 cafes and in house catering. She prides herself on her dedication to her clients. Linda has a degree in business and holds her Food Management Professional Certification.

David Dagley was born in Knoxville, Tennessee. Professionally he has worked in restaurants throughout the country. From Florida to Hawaii, Alaska to Las Vegas; He has had the opportunity to work in numerous environments and to serve many varieties of cuisine. In early 2007, he and his wife, Linda, began Jònz Catering. Since then, their company has grown to include cafes in Tacoma and Seattle as well as expansion of their catering services. David functions as the Executive Chef and oversees the menu development and implementation at all of the Jònz locations. In 2009 the Puget Sound Business Journal named David one of Seattle's 40 under 40.

FINANCIAL STABILITY:
Jònz Catering just started their 8th year in business and they have grown steadily year by year. Jònz started as a 2 person Mom and Pop operation to currently employing over 30 people. Over the last 3 years the net operating income has increased by 143%. All Local, State & Federal Taxes are current. They own 100% of operational assets including all delivery vehicles and kitchen equipment. They have no significant outstanding debt and have never had a claim filed against them.

(C). Staffing Plan

Proposed staff positions for Core Café once fully equipped and operational:

Café Manager: Cedric Jackson has been with Jònz for 3 years and has progressed from a part time catering staff member to our catering manager and is currently working onsite at TPU as our full time café manager. Hours: 7:30am—4pm

Kitchen Lead: Once the onsite kitchen is fully operational, this position will be filled by a chef with years of breakfast and lunch experience. Their background will include a strong understanding of menu planning, nutrition, dietary restrictions and a diversity of menus. Hours: 5:30am—2pm

Deli/Prep Cook: Erich Trevigne has been with Jònz for 2.5 years and has done a variety of jobs both in the kitchen and directly serving customers. His responsibilities will include cold prep for salad bar and deli sandwiches as well as serving the hot lunch entrees. He is currently working at Core Café at TPU. Hours: 7am—3:30pm

Barista/Cashier: This position will be responsible for providing specialty coffee drinks and running the main P.O.S. system. They will also have the responsibility of maintaining the cleanliness of the café and restocking grab and go items. This employee will have an extensive background in barista services, cash handling and customer service. Hours: 5:30am—2pm

Dishwasher: This part time position will be responsible for the cleanliness of all dishes, pots, pans, utensils, etc. They will also assist with maintaining dining room cleaning during the busiest times of the day.

This position can best be filled by using a supported employment program, such as ***Tahoma Associates***, a non profit organization dedicated to providing training, support and employment to developmentally disabled local residents. Hours: 20 hours per week—10am—2pm

Catering: As the demand for onsite catering grows, we will bring on a staff member who will be responsible for preparing and delivering the onsite catering. This position will require superior organizational skills, some prep knowledge as well as great customer service. Hours: To be determined based on catering sales.

*Additional staff may be added based on business needs.

RECRUITING & HIRING STAFF:
Jònz recruits through networking with other restaurant industry professionals utilizing it's membership in the Washington State Chef's Association, American Culinary Federation as well as relationships established with local food service operators.

Jònz follows standard practices for the industry including verifying resume information, checking references and a multiple interview process. Our driver's are subject to additional background checks in order to be compliant with our insurance regulations.

Due to our employee's close interaction with the public, previous convictions for violent crimes may disqualify an applicant.

Jònz will adhere to any additional background checks as required by TPU. Jònz is an Equal Opportunity Employer.

COMPENSATION:
Jònz pays at or above the industry standards for this area. Compensation and raises are based on experience and job performance. Jònz exceeds all federal and state wage requirements .

(D). Management Team

Our team consists of members who have a lifetime of food service and management experience and also have a genuine passion for excellent food and service.

Cedric Jackson, our onsite manager, will work with David & Linda to assemble and train a staff who will provide great food and service under their leadership.

Cedric has 10 years in the restaurant industry. He started with Jònz nearly 3 years ago and quickly moved into a leadership position with our company. His incredible work ethic, diligence and infectious positive attitude endear him to everyone he meets.

Outside of his life in food service, Cedric has a degree in Digital Media with an emphasis on broadcasting. He also writes & performs music locally. He is a graduate of Curtis High School in University Place where he ran track and played football.

David Dagley is the executive chef for all of our cafes and catering in Tacoma, Seattle and Bellevue. He will work closely with the kitchen manager at Core Café developing menus, culinary training and quality assurance.

Linda Dagley will oversee café operations, accounting, HR and training. She is the direct liaison between Jònz and TPU.

(E). Business References

Jònz is proud to have met and worked with many clients and business professionals in the area. Attached are testimonials and reference letters, please feel free to contact any of these individuals that we have worked with over the last 7 years.

- TPU Customer Feedback
- Jane Hunt and Allen Olsen—Bridgeport LLC.—Landlords
- Julie Dugan—Dugan Foundation
- Jessica Gavre—YWCA
- Michele Muller—Franciscan Medical Group
- Ken Abbott—Obelisco Estate Winery
- Loraine White—McKinstry Company

TPU STAFF COMMENTS: (from comment box & email)

- The 'Fiesta Chicken' wrap rocks!
- Great service. Good food. Reasonable prices. Happy with the interim provider.
- These guys are great. Great food at good price. Consistently fast. We should keep them. No problems with where to stand, etc. Hot food is good. Salads are incredible. Pricing is wonderful. Friendly, helpful. These guys have it together.
- Current temporary vendor doing an excellent job. Good food. Great service and priced right in my opinion. They deserve strong consideration for permanent vendor.
- I can't say enough about Cedric and Eric. Two great guys with great attitudes and wonderful customer service!!
- Jonz is fantastic-just right. Please consider keeping the Great food and prices for quality can't be beat. Thank you!
- Great service! Friendly and courteous staff. Good prices. Great quality items. I hope they stay!
- Cedric and Eric are great. We need to keep these guys.
- Good service. I know they're limited in what they can serve, but what I've had so far has been very good.
- Core Café is doing an excellent job! Very organized, efficient, tasty and clean!
- These guys are doing GREAT! Fresh food and excellent service! Thanks
- Great prices! Thanks :)
- Coffee is Great! Great Service!
- My catering is accurate and on time. Friendly service and good food.
- Much improved with Jonz. Great food and customer service. Cedric and Erik are great to work with!

BG **BRIDGEPORT L.L.C. 1**

February 19, 2014

To Whom It May Concern,

I have known David and Linda Dagley, owners of "Jonz Catering" since 2007. They are tenants in our building.

David and Linda are reputable, honest people, good tenants and they produce a wonderful product. I can say this from experience. They have catered many events for our company.

Sincerely,

Jane Hunt
Owner and Property Manager
Bridgeport LLC 1
5315 N Commercial St, Ste 200
Ruston, WA 98407
Jane.hunt@axiomre.com

D
DUGAN
FOUNDATION
shelter | care | adopt | educate

February 26, 2014

To Whom It May Concern:

This letter is to serve as my highest recommendation for the services of Jonz Catering.

It has been my privilege to work with Linda and David Dagley and the team at Jonz Catering since 2008. Jonz Catering provides excellent catering, and trains their staff to the highest level of customer service. I have seen Jonz Catering execute everything from a formal dinner for twelve to a gala for 200, and most things in between. Their staff is attentive, well poised and professional, every time. The food is outstanding and seasonally inspired.

When presented with budget constraints or logistical issues, they find a creative way to work within our means. What's more, at times when something has gone wrong on my end, Linda, David and their entire team have been willing and able to provide the assistance needed to get things running smoothly again. Their expertise, passion for what they do, and incredible standard of service puts them first in their category.

Jonz Catering provided donated, or at cost services to the following events:

- 2008, 2010, 2012 Calendar Launch Party for 40
- 2009 Patron Party for 20
- 2011 Fur Ball Gala Buffet for 125
- 2011 Seated Wine Dinner for 20 donors
- 2013 Seated Speakeasy Gala Dinner for 85

In addition, many of our donors and guests have hired Jonz Catering after experiencing their food and service at our events.

Please feel free to contact me with any questions. Thank you for your consideration.

Julie Dugan
Executive Director
Dugan Foundation
Cell 253.297.6871
julie@duganfoundation.org

eliminating racism
empowering women
ywca

YWCA Pierce County
405 Broadway
Tacoma, WA 98402
www.ywcapiercecounty.org

T: 253-272-4181
F: 253-597-6683

February 21, 2014

To whom it may concern,

We are pleased to have the opportunity to share our experience working with Jonz Catering. We have worked with Jonz for a number of events now, including most recently our annual Glam Auction fundraiser. From start to finish, the team at Jonz was flexible and attentive to our event needs. The staff that we worked with up to the event and during the event were professional, helpful and great to work with.

Linda worked closely with us to ensure that we could meet our events needs while maintaining the budget necessary for a non-profit. They provided us an impressive menu at a competitive price. Our guests were pleased with the service and our staff appreciated the collaboration of the Jonz team to keep things on schedule. We truly enjoyed working with them and would recommend them as a partner to any individual or organization looking for a caterer in this area.

If you have further questions or would like more information on our experience working with Jonz Catering please feel free to call me at 253-272-4181 ext. 243.

Sincerely,

Jessica Gavre
Development Director
YWCA Pierce County

A Part of Franciscan Health System

Franciscan
Medical Group

February 24, 2014

To Whom It May Concern:

Re: Jonz Catering & Food Concepts, Inc.

I am writing this letter to express my appreciation for the staff at Jonz Catering for their customer service, attention to detail and delicious cuisine.

For the past five years, Franciscan Medical Group has used Jonz Catering for the annual clinician appreciation event held at the Tacoma Art Museum. Jonz has continued to exude professionalism and creativity with this function each and every year. The pride and creativity in their work comes across in their work.

It is my pleasure to write a letter of recommendation for Jonz Catering because of my experience with their excellence in catering and professional service.

Best regards,

Michele Mueller
Executive Assistant
Franciscan Medical Group

Administrative Offices • 1313 Broadway Plaza, Suite 200 • Tacoma, WA 98402
Phone (253) 779-6100 • Fax (253) 779-6297 • www.fmg.FHShealth.org

Obelisco
ESTATE

February 25th, 2014

Re: Jonz Catering

To Whom It May Concern:

We have used Jonz Catering on several occasions now for different events. We have done small dinner affairs with courses for 20 or less people and large events requiring food for up to 400 people and lots of coordination with vendors and venues.

Each time we have used Jonz, we have been extremely pleased with their performance. Not only is the food top quality and great tasting, the staff is friendly, timely and professional. We have the utmost confidence that they can handle any type of event and do so smoothly. Planning these events is much easier with Jonz on board. Jonz is scheduled for our next large event and I am sure we will continue to do so in the future.

Please feel free to call me if you need additional information.

Ken Abbott
Obelisco Estate
19495 144th Ave NE suite B-220
Woodinville WA 98072
253-906-6420

McKinstry
For The Life Of Your Building

Re: Jonz Catering

I work at McKinstry Co. in Seattle and have responsibility for the day to day management of our in-house deli, *The Fireside Grille*. Our deli serves our 500+ Seattle based employees for breakfast and lunch in addition to many daily special catering events that can run from 6 to 100+ people. We also hold special evening events for clients, dignitaries and political figures. All of these events require catering or special food services. On February 23, 2009, we hired Jonz Catering to manage our deli operations. Within the first week we had a dinner event on-site which was attended by 800 of our employees from all locations. Jonz catering pulled it off without a hitch and was open bright and early the next morning for our breakfast crowd. They provide us with a varied menu and always have creative ideas for special events. We appreciate their focus on 'green' and are pleased that they provide us with compostable plates, cups, napkins and utensils. They employ and manage six full time team members at *The Fireside Grille*.

We are very satisfied with their management services in our deli and I recommend them without hesitation. You may contact me at 206-763-4814 for any additional information you require.

Sincerely,

Loraine White

Loraine White, PHR
Human Resources Specialist
206-763-4814

(F). Hours of Operation

Café Hours: 6:30am to 4pm

Breakfast:	6:30am to 10:00am
Morning Break:	10:00am to 11:00am
Lunch:	11:00am to 1:30pm
Afternoon Break:	1:30pm to 4:00pm

Breakfast and Lunch periods will offer freshly prepared grill, specials and entrée items.

Available from open to close:

- Coffee & Espresso
- Grab and Go Sandwiches, Salads and Snacks
- All Beverages
- Pastries, Cookies and Selected Desserts
- Savory Baked Goods
- Fresh Fruit
- Mints and Gum

(G). Daily Menus

Manager: Cedric Jackson
253-502-8179
TPUcafeteria@ci.tacoma.wa.us

BREAKFAST

BREAKFAST SANDWICHES: $2.49
CHOICE OF MEAT, EGG & CHEESE ON AN ENGLISH MUFFIN OR CROISSANT
(CALORIES - ON MUFFIN- BACON - 373/CANDIAN BACON - 371/SAUSAGE - 366 ON CROISSANT + 108)

2 EGG BREAKFAST: $3.99
SERVED WITH HASHBROWNS, BACON OR SAUSAGE AND TOAST OR ENGLISH MUFFIN
(CALORIES - 535)

OMELETTES:
SERVED WITH HASHBROWNS & TOAST
DOUBLE CHEESE $4.49
MEAT & CHEESE $4.99
ROASTED VEGETABLE & CHEESE $4.49
(CALORIES - CHEESE-- 604/MEAT & CHEESE-- 696/VEGGIE & CHEESE-- 654)

EGG WHITE OMELETTES: $4.49
WITH COTTAGE CHEESE, FRUIT & TOAST
(CALORIES - CHEESE - 499)

PANCAKE BREAKFAST: $4.49
2—PANCAKES, 2—EGGS, 2—SLICES OF BACON OR 2—SAUSAGE LINKS (CALORIES-- 682)
*TURKEY SAUSAGE CAN BE SUBSTITUTED FOR ANY MEAT

(G). Daily Menus

Manager: Cedric Jackson
253-502-8179
TPUcafeteria@ci.tacoma.wa.us

LUNCH

BURGER:	
WITH LETTUCE, TOMATO & CHEESE	$3.99
INCLUDES: CHIPS	
SUB FRIES	$4.49
ADD BACON	$.99
(CALORIES - BEEF - 359/CHICKEN - 330/VEGGIE - 299/ CHIPS - 152/FRIES –230/BACON (1) – 34)	
HOT DOGS:	$1.99
INCLUDES: CHIPS	
SUB FRIES	$2.49
(CALORIES - 242)	
MADE TO ORDER DELI SANDWICHES:	$4.49
SERVED ON CHOICE OF BREAD OR HOAGIE	
(CALORIES - TURKEY – 357/HAM – 359/BEEF – 364)	
PIZZA BY THE SLICE:	$1.99
(CALORIES - 290)	
MADE TO ORDER SALAD OF THE DAY:	$4.49
(CALORIES - VARIES)	

*NUTRITION & FOOD ALLERGY CONSIDERATIONS:
CORE CAFÉ AT TPU WILL MAKE EVERY EFFORT TO PROVIDE HEALTHY, LOW CHOLESTEROL, LOW SODIUM, GLUTEN FREE, VEGETARIAN, VEGAN, DAIRY FREE AND ANY OTHER SPECIAL DIETARILY RESTRICTED MENU OPTIONS.

(G). Daily Menus

Manager: Cedric Jackson
253-502-8179
TPUcafeteria@ci.tacoma.wa.us

A LA CARTE

EGG ANY STYLE (CALORIES - 54)	$.69/each
BACON SLICES (CALORIES - 92)	$1.49 (2)
SAUASGE LINKS (CALORIES - 124)	$1.49 (2)
SAUSAGE PATTIES (CALORIES - 170)	$1.79 (2)
TURKEY SAUSAGE PATTIES (CALORIES - 120)	$1.99 (2)
HASH BROWNS (CALORIES - 215)	$1.69
ADD CHEESE (CALORIES - 107)	$1.99
ADD CHEESE & HAM (CALORIES - 197)	$2.49
PANCAKES (CALORIES - 203)	$.79/each
OATMEAL (CALORIES - 8 OZ.– 166/12 OZ. – 249)	
8 OZ./12 OZ.	$1.49/$1.99
COTTAGE CHEESE (CALORIES - 163)	$.99
SIDE OF CUT FRUIT (CALORIES - 60)	$1.29
FRENCH FRIES (CALORIES - 421)	$.99
SOUP OF THE DAY (CALORIES - VARIES)	
8 OZ./12 OZ.	$1.49/$1.99

(H). Specials Menu

Manager: Cedric Jackson
253-502-8179
TPUcafeteria@ci.tacoma.wa.us

Week 1 - Breakfasts

Monday: Strawberry French Toast $3.49
Choice of Bacon or Sausage (calories - 1152)

Tuesday: Breakfast Scramble w/Roasted Vegetables & Cheddar Cheese (cal - 654) $4.49
Served with Hashbrowns, Bacon or Sausage & Toast or English Muffin

Wednesday: Eggs Benedict (calories - 1235) $3.99
Served with Hashbrowns

Thursday: S.O.S (calories - 674) $4.49
Over (2) Toast or Biscuits w/Hash Browns

Friday: Mexi Scramble w/Chorizo, Cotija Cheese, Peppers, Onions (cal - 704) $4.49
Served on Corn Tortillas w/Salsa & Sour Cream

Week 1 - Lunches

Monday: Roasted Vegetable Lasagna $5.99
Served w/Garlic Bread (calories - 615)

Tuesday: (2) Beef or Chicken Soft Tacos $4.49
Served with Mexi Rice & Beans (calories - 519)

Wednesday: Curried Chicken over Rice $5.99
Served with Vegetable Egg Roll (calories - 689)

Thursday: Homestyle Meatloaf (cal - 903) $5.99
w/Mashed Potatoes, Vegetable and Roll

Friday: Fish & Chips w/Coleslaw (cal - 1486) $4.99

(H). Specials Menu

Manager: Cedric Jackson
253-502-8179
TPUcafeteria@ci.tacoma.wa.us

Week 2 - Breakfasts

Monday: Blueberry Pancakes (calories - 701) $3.49
Choice of Bacon or Sausage

Tuesday: Denver Scramble w/Ham, Chedder, Peppers & Onions (calories - 696) $4.49
Served with Hashbrowns, Bacon or Sausage & Toast or English Muffin

Wednesday: 2 Eggs & Corned Beef hash $3.99
Served with Hashbrowns (calories - 649)

Thursday: S.O.S (calories - 674) $4.49
Over (2) Toast or Biscuits w/Hash Browns

Friday: Huevos Rancheros (calories - 553) $4.49
Served on Corn Tortillas w/Salsa & Sour Cream

Week 2 - Lunches

Monday: Chicken Cordon Bleu (cal - 616) $5.99
Served w/Mashed Potatoes, Vegetables & Roll

Tuesday: (2) Beef or Chicken Soft Tacos $4.49
Served with Mexi Rice & Beans (calories - 519)

Wednesday: BBQ Pork Sandwich $3.99
Served with Coleslaw (calories - 580)

Thursday: Chicken Pot Pie (calories - 579) $3.99
w/Dinner Roll

Friday: Sesame Ginger Salmon (calories - 824) $5.99
w/Steamed Rice

(H). Specials Menu

Manager: Cedric Jackson
253-502-8179
TPUcafeteria@ci.tacoma.wa.us

Week 3 - Breakfasts

Monday: Quiche Loraine (calories - 625) *w/Hashbrowns*	$3.49
Tuesday: Dill Salmon Scramble (cal - 615) *Served with Hashbrowns & Toast or English Muffin*	$4.99
Wednesday: Chiken Fried Steak & Eggs *Served with Hashbrowns* (calories - 1200)	$4.49
Thursday: S.O.S (calories - 674) *Over (2) Toast or Biscuits w/Hash Browns*	$4.49
Friday: Breakfast Burittos (calories - 592) *w/Hashbrowns, Salsa & Sour Cream*	$3.99

Week 3 - Lunches

Monday: Yankee Pot Roast (calories - 770) *Served in a Bread Bowl*	$5.99
Tuesday: (2) Beef or Chicken Soft Tacos *Served with Mexi Rice & Beans* (calories - 519)	$4.49
Wednesday: BBQ Souther Style Ribs *Served with Baked Beans & Coleslaw* (cal - 1023)	$4.99
Thursday: Fried Chicken (calories - 679) *w/Corn on the Cob, Mashed Potatoes & Roll*	$5.99
Friday: Sweet & Sour Shrimp (calories - 474) *w/Steamed Rice & Spring Roll*	$5.99

(H). Specials Menu

Manager: Cedric Jackson
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TPUcafeteria@ci.tacoma.wa.us

Week 4 - Breakfasts

Monday: Smoked Salmon Benedict (cal - 1274) *w/Caper Hollandaise & Hashbrowns*	$4.99
Tuesday: Italian Sausage Scramble (cal - 684) *Served with Hashbrowns & Toast or English Muffin*	$4.49
Wednesday: Flat Iron Steak & Eggs (cal - 655) *Served with Hashbrowns & Toast*	$5.99
Thursday: S.O.S (calories - 674) *Over (2) Toast or Biscuits w/Hash Browns*	$4.49
Friday: Loaded Hashbrowns & Eggs (cal - 648) *w/Onions, Ham, Peppers, Cheddar Cheese & Toast*	$4.99

Week 4 - Lunches

Monday: Chicken Alfredo Penne Pasta *Served w/Garlic Bread* (calories - 716)	$4.49
Tuesday: (2) Beef or Chicken Soft Tacos *Served with Mexi Rice & Beans* (calories - 519)	$4.49
Wednesday: Meatball Sub & JoJos (cal - 897) w/Parmesan, Roasted Peppers & Onions,	$4.99
Thursday: Seafood Mac 'N Cheese (cal - 573) *w/Roasted Vegetables & Country Roll*	$4.99
Friday: Catfish Fry (calories - 858) *w/French Fries & Hush Puppies*	$5.49

(H). Specials Menu

Manager: Cedric Jackson
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Sample Healthy Options

*IN ADDITION TO THE DAILY SALAD BAR OPTION, WE WILL REGULARLY FEATURE SOME LOWER CALORIE, LOW SODIUM, LOW FAT, GLUTEN FREE AND/OR MEATLESS SPECIAL OPTIONS.
ALL UNDER 500 CALORIES!!!

Lemon Dill Baked Salmon (calories - 444) *Served w/Fresh Roasted Vegetables & Wild Rice*	$6.49
Grilled Chicken Breast (calories - 278) *Served w/Roasted Red Pepper Coulis, Steamed Asparagus/Rosemary Scented Couscous*	$5.99
Vegetarian Tofu Quinoa Bowl (calories - 327) (vegan/dairy free/gluten free)	$5.99
White Wine Garlic Shrimp (calories - 456) *Served w/Whole Wheat Fettuccini/Mixed Peppers & Onions*	$6.99
Sesame Chicken Rice Bowl (calories - 278) *Served w/Steamed Rice*	$5.99
Grilled Rotisserie Tacos (2) (calories - 163) *Cabbage/Pico de Gallo/Whole Wheat Tortillas*	$5.49
Turkey Meatloaf (calories - 262) *Served w/Hearty Beef Broccoli Gravy, Green Peas, Mashed Sweet Potatoes*	$6.49

(I). Snack Menu

Manager: Cedric Jackson
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Coffee - Small/Medium/Large	$.89/$1.19/$1.49
Bottled Juice/V-8	$1.49
Lipton Pure Leaf Tea	$2.49
Sobe/Rockstar	$2.99
Gatorade	$1.99
Fountain Soda 16 oz/24 oz/32 oz	$1.29/1.49/1.69
Bottled Water	$1.29
Bottled Soda	$1.49
Assorted Pastries/Bagels/Muffins	$1.99
English Muffins (1)	$.89
Toast	$.99
(butter, jelly, cream cheese or peanut butter) *1st one complimentary	$.25*
Mixed Fruit Cup	$1.49
Assorted Yogurt	$.99
Assorted Cereal	$1.59
1/2 Pint Milk	$.99
Apple, Banana, or Orange	$.89
Salads & Sandwiches (Grab & Go)	$5.99
Assorted Chips	$.99
Potato or Macaroni Salad	$.99
Gourmet Cookies	$1.29

submittal after consideration of SBE participation goals. The table below reflects the amount of the base award.

Respondent (RFB)	Location *(city and state)*	Submittal Amount	Evaluated Submittal
Global Contractors, LLC	**Eatonville, WA**	**$3,414,174.00**	**$3,414,174.00**
Sound Pacific Construction	Gig Harbor, WA	$3,570,337.00	$3,570,337.00
Pivetta Brothers Construction Inc.	Sumner, WA	$3,790,408.99	$3,790,408.99
Miles Resources, LLC	Puyallup, WA	$3,841,387.00	$3,841,387.00
R.L. Alia Company	Renton, WA	$3,949,910.00	$3,949,910.00
Northwest Cascade, Inc.	Tacoma, WA	$4,177,188.00	$4,177,188.00
Westwater Construction Company	Renton, WA	$4,283,505.00	$4,283,505.00
C.A. Carey Corporation	Issaquah, WA	$4,420,594.00	$4,420,594.00
Active Construction Inc.	Puyallup, WA	$4,624,624.00	$4,624,624.00
Ceccanti Inc.	Tacoma, WA	$4,583,491.00	$4,583,491.00
Johansen Construction Company	Buckley, WA	$5,473.094.00	$5,473.094.00

Pre-bid Estimate: $4,239,277.50
The recommended award is 19.5 percent below the pre-bid estimate.

CONTRACT HISTORY: New contract.

SUSTAINABILITY: The project will improve the City's infrastructure and safety of residents by replacing damaged concrete panels for motorized travel. ADA curb ramps will be installed as part of the contract addressing social equity factors including ergonomic and human health impacts.

SBE/LEAP COMPLIANCE: The recommended contractor is in compliance with the Small Business Enterprise (SBE) Regulation requirements per memorandum dated [insert date of SBE memo]. The SBE goal for this project is 22 percent. The SBE participation level of the recommended contractor is 98 percent. Global Contractors, LLC submitted the lowest evaluated bid per the SBE Regulation requirements. The Local Employment and Apprenticeship Training Program (LEAP) goal is 15 percent.

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
1085 PW Streets Initiative Fund	PWK-00434-26	5330100	$2,576,627.00
4600 13-WC 2013 Bond Fund	WTR-00520-03-04	5330100	$1,359,673.00
TOTAL			**$3,926,300.00**

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Streets Initiative Revenues	663020	Various	$2,556,051.00
Pierce Transit			$ 10,576.00
4600 13-WC 2013 Bond Fund	586313	6311163	$1,359,673.00
TOTAL			**$3,926,300.00**

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: $3,926,300.00

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

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

City of Tacoma
Construction Division
Bid Tabulation

Description: Streets Initiative Package #26
Specification No.: PW19-0201F
Bid Opening: 10/1/19

				ENGINEER'S ESTIMATE		Low Bidder Global Contractors, LLC		#2 Bidder Sound Pacific Construction		#3 Bidder Pivetta Brothers Construction Inc.	
Item	**Description**	**Unit**	**Quantity**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	Uniformed Police Officer for Traffic Control, per hour	HR	80	$105.00	$8,400.00	$100.00	$8,000.00	$90.00	$7,200.00	$120.00	$9,600.00
2	Arterial Site TemporaryTraffic Control, per each work site	EA	136	$1,750.00	$238,000.00	$800.00	$108,800.00	$3,200.00	$435,200.00	$2,200.00	$299,200.00
3	Residential Site TemporaryTraffic Control, per each work site	EA	114	$1,000.00	$114,000.00	$800.00	$91,200.00	$1,400.00	$159,600.00	$1,305.00	$148,770.00
4	Roadway Excavation Incl. Haul, per cubic yard	CY	245	$65.50	$16,047.50	$60.00	$14,700.00	$43.00	$10,535.00	$96.05	$23,532.25
5	Roadway Excavation of Contaminated Material, Incl. Haul, per cubic yard	CY	89	$125.00	$11,125.00	$100.00	$8,900.00	$120.00	$10,680.00	$280.00	$24,920.00
6	yard	SY	10,249	$45.00	$461,205.00	$60.00	$614,940.00	$29.00	$297,221.00	$51.25	$525,261.25
7	yard	SY	3,049	$40.00	$121,960.00	$45.00	$137,205.00	$22.00	$67,078.00	$13.00	$39,637.00
8	Remove Existing Pavement, Type I, Class A, per square yard	SY	1,853	$40.00	$74,120.00	$45.00	$83,385.00	$39.00	$72,267.00	$48.50	$89,870.50
9	Remove Curb, per linear foot	LF	4,309	$15.00	$64,635.00	$10.00	$43,090.00	$4.00	$17,236.00	$9.15	$39,427.35
10	Remove Catch Basin, per each	EA	63	$500.00	$31,500.00	$500.00	$31,500.00	$600.00	$37,800.00	$570.00	$35,910.00
11	Crushed Surfacing Top Course, per ton	TN	200	$50.00	$10,000.00	$70.00	$14,000.00	$50.00	$10,000.00	$86.25	$17,250.00
12	Crushed Surfacing Base Course, per ton	TN	100	$50.00	$5,000.00	$70.00	$7,000.00	$50.00	$5,000.00	$99.50	$9,950.00
13	Cold Plant Mix for Temporary Pavement Patch, per ton	TN	20	$200.00	$4,000.00	$150.00	$3,000.00	$260.00	$5,200.00	$895.00	$17,900.00
14	HMA Cl. 1/2" PG 58H-22, per ton	TN	292	$300.00	$87,600.00	$250.00	$73,000.00	$305.00	$89,060.00	$256.50	$74,898.00
15	Cement Conc. Pavement, 7-Inch Section, per square yard	SY	10,247	$130.00	$1,332,110.00	$72.00	$737,784.00	$75.00	$768,525.00	$84.10	$861,772.70
16	Adjust Existing Valve Chamber to Grade, per each	EA	11	$400.00	$4,400.00	$500.00	$5,500.00	$800.00	$8,800.00	$400.00	$4,400.00
17	Adjust Existing Catch Basin, per each	EA	25	$1,000.00	$25,000.00	$500.00	$12,500.00	$900.00	$22,500.00	$460.00	$11,500.00
18	Adjust Existing Manhole, per each	EA	20	$2,000.00	$40,000.00	$800.00	$16,000.00	$900.00	$18,000.00	$460.00	$9,200.00
19	Catch Basin Type 1, per each	EA	63	$1,800.00	$113,400.00	$2,000.00	$126,000.00	$1,200.00	$75,600.00	$1,630.85	$102,743.55
20	D.I. Culvert Pipe, 8-In. Diam., per linear foot.	LF	15	$200.00	$3,000.00	$200.00	$3,000.00	$110.00	$1,650.00	$410.00	$6,150.00
21	Reconnect Existing Sewer Pipe, -In. Diam., to New Structure, per each	EA	57	$1,000.00	$57,000.00	$500.00	$28,500.00	$2,000.00	$114,000.00	$735.00	$41,895.00
22	Inlet Protection, per each	EA	76	$200.00	$15,200.00	$50.00	$3,800.00	$75.00	$5,700.00	$57.00	$4,332.00
23	Wattle, per linear foot	LF	125	$2.00	$250.00	$10.00	$1,250.00	$4.00	$500.00	$8.50	$1,062.50
24	Cement Conc. Traffic Curb and Gutter, per linear foot	LF	4,411	$45.00	$198,495.00	$50.00	$220,550.00	$35.00	$154,385.00	$36.22	$159,766.42
25	Poured Monument, per each	EA	3	$2,000.00	$6,000.00	$1,000.00	$3,000.00	$2,000.00	$6,000.00	$855.00	$2,565.00
26	Cement Conc. Curb Ramp, per each	EA	181	$3,000.00	$543,000.00	$2,000.00	$362,000.00	$2,250.00	$407,250.00	$1,912.58	$346,176.98
27	Cement Conc. Sidewalk, per square yard	SY	759	$90.00	$68,310.00	$63.00	$47,817.00	$63.00	$47,817.00	$43.06	$32,682.54
28	Paint Line, per linear foot	LF	12	$15.00	$180.00	$20.00	$240.00	$35.00	$420.00	$114.00	$1,368.00
29	Plastic Line, per linear foot	LF	1,400	$5.00	$7,000.00	$5.00	$7,000.00	$9.00	$12,600.00	$20.00	$28,000.00
	ROADWAY AND STORMWATER IMPROVEMENTS TOTAL (R1-R29)				**$3,660,937.50**		**$2,813,661.00**		**$2,867,824.00**		**$2,969,741.04**

10/2/2019

City of Tacoma
Construction Division
Bid Tabulation

Description: Streets Initiative Package #26
Specification No.: PW19-0201F
Bid Opening: 10/1/19

	ENGINEER'S ESTIMATE	Low Bidder Global Contractors, LLC	#2 Bidder Sound Pacific Construction	#3 Bidder Pivetta Brothers Construction Inc

City of Tacoma
Construction Division
Bid Tabulation

Description: Streets Initiative Package #26
Specification No.: PW19-0201F
Bid Opening: 10/1/19

				#4 Bidder Miles Resources, LLC		#5 Bidder R.L. Alia Company		#6 Bidder Northwest Cascade, Inc.		#7 Bidder Westwater Construction Company	
Item	**Description**	**Unit**	**Quantity**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	Uniformed Police Officer for Traffic Control, per hour	HR	80	$155.00	$12,400.00	$120.00	$9,600.00	$110.00	$8,800.00	$150.00	$12,000.00
2	Arterial Site TemporaryTraffic Control, per each work site	EA	136	$2,620.00	$356,320.00	$2,000.00	$272,000.00	$4,550.00	$618,800.00	$2,000.00	$272,000.00
3	Residential Site TemporaryTraffic Control, per each work site	EA	114	$1,840.00	$209,760.00	$500.00	$57,000.00	$2,100.00	$239,400.00	$1,500.00	$171,000.00
4	Roadway Excavation Incl. Haul, per cubic yard	CY	245	$140.00	$34,300.00	$100.00	$24,500.00	$115.00	$28,175.00	$50.00	$12,250.00
5	Roadway Excavation of Contaminated Material, Incl. Haul, per cubic yard	CY	89	$205.00	$18,245.00	$175.00	$15,575.00	$165.00	$14,685.00	$350.00	$31,150.00
6	yard	SY	10,249	$48.20	$494,001.80	$30.00	$307,470.00	$28.50	$292,096.50	$45.00	$461,205.00
7	yard	SY	3,049	$66.30	$202,148.70	$30.00	$91,470.00	$14.25	$43,448.25	$35.00	$106,715.00
8	Remove Existing Pavement, Type I, Class A, per square yard	SY	1,853	$51.40	$95,244.20	$30.00	$55,590.00	$11.25	$20,846.25	$45.00	$83,385.00
9	Remove Curb, per linear foot	LF	4,309	$19.70	$84,887.30	$10.00	$43,090.00	$6.00	$25,854.00	$10.00	$43,090.00
10	Remove Catch Basin, per each	EA	63	$410.00	$25,830.00	$1,000.00	$63,000.00	$325.00	$20,475.00	$100.00	$6,300.00
11	Crushed Surfacing Top Course, per ton	TN	200	$92.10	$18,420.00	$100.00	$20,000.00	$55.00	$11,000.00	$50.00	$10,000.00
12	Crushed Surfacing Base Course, per ton	TN	100	$110.00	$11,000.00	$100.00	$10,000.00	$55.00	$5,500.00	$50.00	$5,000.00
13	Cold Plant Mix for Temporary Pavement Patch, per ton	TN	20	$385.00	$7,700.00	$300.00	$6,000.00	$275.00	$5,500.00	$200.00	$4,000.00
14	HMA Cl. 1/2" PG 58H-22, per ton	TN	292	$235.00	$68,620.00	$300.00	$87,600.00	$245.00	$71,540.00	$350.00	$102,200.00
15	Cement Conc. Pavement, 7-Inch Section, per square yard	SY	10,247	$79.00	$809,513.00	$95.00	$973,465.00	$88.00	$901,736.00	$120.00	$1,229,640.00
16	Adjust Existing Valve Chamber to Grade, per each	EA	11	$850.00	$9,350.00	$1,000.00	$11,000.00	$375.00	$4,125.00	$500.00	$5,500.00
17	Adjust Existing Catch Basin, per each	EA	25	$1,160.00	$29,000.00	$500.00	$12,500.00	$600.00	$15,000.00	$500.00	$12,500.00
18	Adjust Existing Manhole, per each	EA	20	$1,160.00	$23,200.00	$500.00	$10,000.00	$375.00	$7,500.00	$500.00	$10,000.00
19	Catch Basin Type 1, per each	EA	63	$1,480.00	$93,240.00	$2,000.00	$126,000.00	$1,350.00	$85,050.00	$2,000.00	$126,000.00
20	D.I. Culvert Pipe, 8-In. Diam., per linear foot.	LF	15	$170.00	$2,550.00	$300.00	$4,500.00	$162.00	$2,430.00	$200.00	$3,000.00
21	Reconnect Existing Sewer Pipe, -In. Diam., to New Structure, per each	EA	57	$2,110.00	$120,270.00	$3,000.00	$171,000.00	$1,725.00	$98,325.00	$2,000.00	$114,000.00
22	Inlet Protection, per each	EA	76	$120.00	$9,120.00	$50.00	$3,800.00	$50.00	$3,800.00	$75.00	$5,700.00
23	Wattle, per linear foot	LF	125	$20.60	$2,575.00	$20.00	$2,500.00	$4.00	$500.00	$5.00	$625.00
24	Cement Conc. Traffic Curb and Gutter, per linear foot	LF	4,411	$36.00	$158,796.00	$50.00	$220,550.00	$46.00	$202,906.00	$30.00	$132,330.00
25	Poured Monument, per each	EA	3	$905.00	$2,715.00	$2,000.00	$6,000.00	$1,150.00	$3,450.00	$3,000.00	$9,000.00
26	Cement Conc. Curb Ramp, per each	EA	181	$1,900.00	$343,900.00	$3,000.00	$543,000.00	$2,600.00	$470,600.00	$2,000.00	$362,000.00
27	Cement Conc. Sidewalk, per square yard	SY	759	$42.80	$32,485.20	$50.00	$37,950.00	$65.00	$49,335.00	$85.00	$64,515.00
28	Paint Line, per linear foot	LF	12	$34.00	$408.00	$100.00	$1,200.00	$33.00	$396.00	$100.00	$1,200.00
29	Plastic Line, per linear foot	LF	1,400	$9.00	$12,600.00	$10.00	$14,000.00	$9.00	$12,600.00	$10.00	$14,000.00
	ROADWAY AND STORMWATER IMPROVEMENTS TOTAL (R1-R29)				**$3,288,599.20**		**$3,200,360.00**		**$3,263,873.00**		**$3,410,305.00**

City of Tacoma
Construction Division
Bid Tabulation

Description: Streets Initiative Package #26
Specification No.: PW19-0201F
Bid Opening: 10/1/19

				#4 Bidder Miles Resources, LLC		#5 Bidder R.L. Alia Company		#6 Bidder Northwest Cascade, Inc.		#7 Bidder Westwater Construction Company	
Item	**Description**	**Unit**	**Quantity**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
SCHEDULE L: LUMP SUM ITEMS FOR ROADWAY & STORMWATER IMPROVEMENT											
1	SPCC Plan, lump sum	LS	1	$955.00	$955.00	$500.00	$500.00	$33,500.00	$33,500.00	$1,000.00	$1,000.00
2	Mobilization, lump sum	LS	1	$158,500.00	$158,500.00	$350,000.00	$350,000.00	$417,000.00	$417,000.00	$370,000.00	$370,000.00
3	Site Health and Safety Plan, per lump sum.	LS	1	$9,560.00	$9,560.00	$500.00	$500.00	$6,000.00	$6,000.00	$1,000.00	$1,000.00
4	Soil Management Plan, per lump sum	LS	1	$955.00	$955.00	$500.00	$500.00	$6,000.00	$6,000.00	$1,000.00	$1,000.00
5	Stormwater Pollution Prevention Plan (SWPPP), lump sum	LS	1	$955.00	$955.00	$500.00	$500.00	$47,500.00	$47,500.00	$1,000.00	$1,000.00
	LUMP SUM ITEMS TOTAL (L1-L5)				**$170,925.00**		**$352,000.00**		**$510,000.00**		**$374,000.00**
SCHEDULE FA: FORCE ACCOUNT ITEMS FOR ROADWAY & STORMWATER IMPRO											
1	Certified Arborist Assessment Report Compliance, by Force Account	FA	1	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
2	Erosion/Water Pollution Control, by Force Account as provided in Section 1-09.6	FA	1	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00
3	Field Design, by Force Account	FA	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
4	Minor Changes, by Estimated Cost	EST	1	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00
	FORCE ACCOUNT ITEMS TOTAL (FA1-FA4)				**$335,000.00**		**$335,000.00**		**$335,000.00**		**$335,000.00**
SCHEDULE A: ADDITIVE CEMENT CONCRETE SIDEWALK & CEMENT CONCRETE C											
A1	Cement Conc. Sidewalk 22 locations	SY	651	$42.80	$27,862.80	$50.00	$32,550.00	$65.00	$42,315.00	$200.00	$130,200.00
A2	Cement Conc. Curb Ramp 2 locations	EA	10	$1,900.00	$19,000.00	$3,000.00	$30,000.00	$2,600.00	$26,000.00	$3,400.00	$34,000.00
	SCHEDULE A ITEMS TOTAL (A1-A2)				**$46,862.80**		**$62,550.00**		**$68,315.00**		**$164,200.00**
	TOTAL BASE BID				**$3,794,524.20**		**$3,887,360.00**		**$4,108,873.00**		**$4,119,305.00**
	BASE BID + ADDITIVE				**$3,841,387.00**		**$3,949,910.00**		**$4,177,188.00**		**$4,283,505.00**
	SBE TOTAL BASE BID (LESS FA)				**$3,459,524.20**		**$3,552,360.00**		**$3,773,873.00**		**$3,784,305.00**
	SBE TOTAL BASE BID+ADDITIVE (LESS FA)				**$3,506,387.00**		**$3,614,910.00**		**$3,842,188.00**		**$3,948,505.00**

* Correction made to Bid Item Total and/or Bid Total Amount

October 23, 2019

MOTION

I hereby move that the following motion be approved:

19-08. That the Department of Public Utilities, Beltline Division amended 2019/2020 Budget, Fund 4500, as submitted and filed with the Clerk of the Board, be accepted and approved, and the City Council is requested to approve the same as provided by Section 4.12 of the Charter of the City of Tacoma and RCW 35.34.200.

TACOMA PUBLIC UTILITIES
3628 South 35th Street
Tacoma, Washington 98409-3192

To: Jackie Flowers, Director of Utilities, CEO

From: Jim Sant, Deputy Director for Administration

Date: September 27, 2019 for October 23, 2019 PUB Consideration

Subject: Mid-biennium Budget Adjustments; Additional Appropriation Tacoma Rail, Fund 4500

Recommendation

Authorize the amendment of the 2019-2020 Biennial Budget for Tacoma Rail, Fund 4500 to include an additional appropriation in the amount of $7,713,160.

Background

- **Revenues** - Expected to be nearly $7.5 million higher than 2019/20 biennium budget due to higher than expected volumes in the Port. This welcome business activity drives a portion of the higher expenses that require additional budget authority.

- **Volume related expenditures** (2.1 million adjustment)
  - **Port Incentive Volume Allowance** - Intermodal line haul traffic over a certain thresholds trigger payment of the incentive volume allowance; expected to add $1.5 million in expenses this biennium.
  - **Taxes** - Higher revenues generate higher taxes (city GET and state B&O); estimated to be $634K more than budget.

- **Locomotives and Infrastructure Projects** ($5.6 million adjustment)
  - **Locomotives lease** – Extension of lease for two locomotives executed after the budget was finalized; adds $345K of unbudgeted expense.
  - **Current and prior projects** – Switch replacements, curve rehabilitation, and a main relay project budgeted in 2017/18 are being completed now. Current projects (locomotives repower and secondary fueling upgrades) need $2.1 million over budgeted amounts.
  - **Grant / loan matching funds** - Success in garnering more WSDOT grants and loans than budgeted increases Rail's matching funds by $1.3 million.

Summary

The additional appropriation of $7,713,160 added to the original appropriation of $67,652,846 will bring the total appropriation for the Tacoma Rail Fund to $75,366,006. This additional appropriation, if approved, will be forwarded to the Tacoma City Council for action.

No other TPU funds (Power, Water, Fleet, Self-Insurance) expect to need an additional appropriation.

Your approval is requested to submit this matter to the Public Utility Board for its consideration.

Approved:

Jackie Flowers
Director of Utilities, CEO

TACOMA POWER

TACOMA WATER

TACOMA RAIL

TACOMA RAIL FUND 4500
2019-2020 Mid-Biennium Budget Modification

REVENUE

Cost Center	CC Description	Cost Element	CE Description	Current	Appropriation	Increase	Increase %
591004	Rail Administration	4343260	Line Hauls-Belt Ln	$ 52,636,512	$ 57,102,705	$ 4,466,193	8%
591004	Rail Administration	4343262	Demurrage	$ 2,300,000	$ 2,715,000	$ 415,000	18%
591004	Rail Administration	4345245	Service Maint Transp	$ 4,800,000	$ 7,350,000	$ 2,550,000	53%
591004	Rail Administration	4300005	Appropriation from Current Fund	$ 219,334	$ 501,301	$ 281,967	129%
Total						$ 7,713,160	

EXPENSE

Cost Center	CC Description	Cost Element	CE Description	Current	Appropriation	Increase	Increase %
591004	Rail Administration	5421020	Volume Incentives	$ -	$ 1,500,000	$ 1,500,000	100%
591004	Rail Administration	6515000	Gross Earnings Tax	$ 5,410,000	$ 5,985,000	$ 575,000	11%
591004	Rail Administration	5422100	State B&O Tax	$ 971,000	$ 1,030,000	$ 59,000	6%
591004	Rail Administration		Capital	$ 4,466,084	$ 9,700,000	$ 5,233,916	117%
592202	Maint-Locomotive	5417004	Rent/Lease Others	$ 822,756	$ 1,168,000	$ 345,244	42%
Total						$ 7,713,160	

Summary	Current	Appropriation	Increase	Increase %
Budget Revenue	$ 67,652,846	$ 75,366,006	$ 7,713,160	11%
Budge Expense	$ 67,652,846	$ 75,366,006	$ 7,713,160	11%

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