



RESOLUTION NO. U-11528

1 A RESOLUTION relating to Tacoma Power, authorizing the acceptance of a
2 grant award of \$1,725,000 from the Washington State Department of
3 Transportation to acquire a medium-duty zero-emission utility service
4 vehicle, two mobile charging units, and necessary on-campus charging
5 infrastructure; further authorizing the execution of a grant agreement for
6 the same, together with a corresponding increase in administrative
7 authority to the Director for the purposes of contract execution.

8 WHEREAS the Department of Public Utilities, Light Division ("Tacoma
9 Power") requests authorization to enter into an agreement with the Washington
10 State Department of Transportation ("WSDOT"), for a medium-duty zero-
11 emission utility service vehicle pilot project ("Project"), and

12 WHEREAS in Engrossed Substitute House Bill 2134, Section 215(10),
13 the Washington State Legislature appropriated \$1,725,000 in funding for
14 Tacoma Public Utilities to execute said Project, and

15 WHEREAS WSDOT is authorized to pass through these funds and
16 oversee the terms of the grant on behalf of Washington State, and

17 WHEREAS the Equipment/Cost and Project Objectives are listed below:

Equipment	Cost
(1) Internation eMV dump truck	\$335,500.00
(2) XOS HUB mobile charging units	\$465,000.00
On campus charging infrastructure	\$949,500.00
TOTAL	\$1,725,000.00



Project Objectives

1. Acquire a Medium-Duty Truck – TPU will procure a medium-duty ZEV truck from a trusted manufacturer with which it has an existing relationship, ensuring continuity in fleet management practices and maintenance protocols.
2. Procure Mobile Battery Systems – Mobile charging solutions will be purchased to support operational flexibility and reduce the need for immediate permanent infrastructure modifications.
3. Procure/Install Charging Infrastructure – The project will include the acquisition and installation of necessary DCFC charging equipment to support the use of the medium-duty EV dump truck and future ZEV expansion efforts.

WHEREAS in addition to accepting award of \$1,725,000 from WSDOT, Tacoma Power is requesting authorization for a \$1,725,000 increase in administrative authority to the Director for the purposes of contract execution, and

WHEREAS the funding will allow Tacoma Public Utilities to purchase and pilot operations of a zero-emission, battery-electric dump truck, two mobile charging units, and necessary on-campus charging infrastructure without financial impact to Tacoma Power ratepayers, and

WHEREAS it is in the best public interest to approve said Agreement;
Now, therefore,

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

That the Department of Public Utilities, Light Division is authorized to accept the grant agreement from the Washington State Department of Transportation, that provides a funding award in the amount of \$1,725,000, for a medium-duty zero-emission utility service vehicle, two mobile charging units,



and necessary on-campus charging infrastructure; and a corresponding
increase in administrative authority to the Director in the amount of \$1,725,000,
is hereby approved, and the proper officers are authorized to execute said grant
agreement substantially in a form as on file with the Clerk of the Board and as
approved by the City Attorney's Office.

Approved as to form:

Chair

/s/
Chief Deputy City Attorney

Secretary

Clerk

Adopted



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Rachel Allen, Section Manager, Power Utility,
Chris Robinson, Utilities Deputy Director, Power Superintendent
MEETING DATE: April 23, 2025
DATE: April 15, 2025

GUIDING PRINCIPLE ALIGNMENT (select as many that apply):

Please indicate which of the Public Utility Board's Guiding Principle(s) is supported by this action.

- | | |
|--|--|
| <input type="checkbox"/> GP1 – Diversity, Equity, Inclusion, Belonging | <input type="checkbox"/> GP8 – Telecom |
| <input type="checkbox"/> GP2 – Financial Sustainability | <input type="checkbox"/> GP9 – Economic Development |
| <input type="checkbox"/> GP3 – Rates | <input type="checkbox"/> GP10 – Government Relations |
| <input type="checkbox"/> GP4 – Stakeholder Engagement | <input type="checkbox"/> GP12 – Employee Relations |
| <input checked="" type="checkbox"/> GP5 – Environmental Sustainability | <input type="checkbox"/> GP13 – Customer Service |
| <input checked="" type="checkbox"/> GP6 – Innovation | <input type="checkbox"/> GP14 – Resource Planning |
| <input checked="" type="checkbox"/> GP7 – Reliability & Resiliency | |

SUMMARY: Tacoma Power requests authorization to accept an award of \$1,725,000 from WSDOT for a medium-duty zero-emission utility service vehicle pilot project.

In addition, we request authorization for a \$1,725,000 increase in administrative authority to the Director for the purposes of contract execution.

This funding will allow Tacoma Public Utilities to purchase and pilot operations of a zero-emission, battery-electric dump truck, two mobile charging units, and necessary on campus charging infrastructure without financial impact to Tacoma Power ratepayers.

BACKGROUND: In Engrossed Substitute House Bill 2134, Section 215(10) the Washington State Legislature appropriated \$1,725,000 in funding for Tacoma Public Utilities to execute a medium-duty zero-emission utility service vehicle pilot project. WSDOT is authorized to pass through these funds and oversee the terms of the grant on behalf of Washington State.

Equipment	Cost
(1) International eMV dump truck	\$335,500.00
(2) XOS HUB mobile charging units	\$465,000.00
On campus charging infrastructure	\$949,500.00
TOTAL	\$1,725,000.00

Project Objectives

1. **Acquire a Medium-Duty EV Truck** – TPU will procure a medium-duty ZEV truck from a trusted manufacturer with which it has an existing relationship, ensuring continuity in fleet management practices and maintenance protocols.
2. **Procure Mobile Battery Systems** – Mobile charging solutions will be purchased to support operational flexibility and reduce the need for immediate permanent infrastructure modifications.



Board Action Memorandum

3. **Procure/Install Charging Infrastructure** – The project will include the acquisition and installation of necessary DCFC charging equipment to support the use of the medium-duty EV dump truck and future ZEV expansion efforts.

Scope of Work

1. Procurement Process:

- a. Identify and acquire a suitable medium-duty ZEV truck in alignment with TPU's fleet strategy.
- b. Select and purchase mobile battery systems and charging equipment that complement TPU's operational needs.

2. Deployment:

- a. Receive mobile battery systems and charging equipment at TPU facilities.
- b. Receive and install charging equipment to support the medium-duty EV truck.

3. Reporting and Documentation:

- a. Provide procurement documentation and compliance reporting to WSDOT as required.
- b. Maintain records of acquisition costs, vendor details, and specifications of purchased equipment.

4. Community Outreach and Engagement:

- a. Develop outreach materials and conduct engagement efforts to inform the community about TPU's transition to ZEV technology.
- b. Provide updates on project progress and benefits through public communication channels.

5. Outcome Tracking and Challenges:

- a. Track and assess key outcomes, including equipment performance, operational impact, and overall benefits to fleet efficiency.
- b. Identify and document challenges encountered during procurement and deployment to inform future fleet electrification efforts.

This pilot project will be completed with coordination between Tacoma Power departments: T&D Fleet Services, PSS Facilities and Project Management, and PM CES eMobility.



Board Action Memorandum

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? No

IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW IT IS TO BE COVERED.

Project will be funded by accepting the terms of the appropriation.

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

ATTACHMENTS:

Interagency Agreement between TPU and WSDOT
Attachment A

CONTACT:

Primary Contact: Don Ashmore, Senior Manager, Fleet & Facilities, 253.502.8575
Supervisor's Name: Eric Green, Assistant Section Manager, Power T&D Construction & Maintenance
Presenter: Breanna Chance, Power Energy Programs Analyst, Principal, 253.502.8728

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (GCC 1151)
AND
TACOMA PUBLIC UTILITIES**

This Agreement (Agreement) is between the Washington State Department of Transportation (WSDOT) and Tacoma Public Utilities (TPU), also referenced as "Party" and the "Parties".

RECITALS

1. The Engrossed Substitute House Bill 2134, Section 215(10), the Washington State Legislature appropriated \$1,725,000 in funding for the Tacoma Public Utilities medium-duty zero-emission utility service vehicle pilot project.

Now therefore, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibit A which is incorporated and made a part hereof, it is mutually agreed as follows:

1. PURPOSE

- 1.1 The purpose of this Agreement is to follow the legislative Engrossed Substitute House Bill 2134, Section 215(10) and for WSDOT to pass-through funds in the amount of \$1,725,000 (One million seven hundred and twenty-five thousand) to TPU for the purchase of the medium-duty zero-emission utility service vehicle pilot project. See Exhibit A.

2. PERIOD OF PERFORMANCE

- 3.1 Subject to its other provisions, the period of performance of this Agreement shall commence on April __, 2025, and be completed on or before June 30, 2026, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

3. COSTS, PAYMENT AND BILLING

- 4.1 WSDOT is acting as a pass-through agency and is not performing any type of work. WSDOT will not be reimbursed by the TPU for indirect charges.
- 4.2 TPU shall submit invoices monthly. Invoices shall be submitted no more than once per month and shall include proper documentation of all charges. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date.
- 4.3 Each invoice voucher submitted shall include such information as is necessary to determine the exact nature of all expenditures. At a minimum, the invoice shall specify the following:
 1. Agreement Number(s) GCC 1151.
 2. The cost for each deliverable.
 3. The total invoice charges.

4. DUPLICATION OF BILLED COSTS

- 4.1 Neither Party shall bill for services performed under this contract if it is entitled to payment or has been or will be paid by any other source, including grants, for that service.

5. FUNDING CONTINGENCY

5.1 In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the Agency may:

1. Terminate this Agreement with (GC 1151) (30) days advance notice. If this Agreement is terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
2. Renegotiate the terms of the Agreement under those new funding limitations and conditions.
3. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables.
4. Pursue such other alternative as the Parties mutually agree to writing.

6. AMENDMENT

6.1 This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

7. ASSIGNMENT

7.1 The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either Party in whole or in part, without the express prior written consent of the other Party, which consent shall not be unreasonably withheld.

8. ASSURANCES

8.1 The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state, and local laws, rules, and regulations as they currently exist or as amended.

9. CONTRACT MANAGEMENT

9.1 The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for TPU is:	The Contract Manager for WSDOT is:
Breanna Chance, Power Energy Programs Analyst, Principal TPU 3628 South 35 th Street, Tacoma WA Phone: 253.878.6995 E-Mail: bchance@cityoftacoma.org	Anthony L. Buckley, Director of Innovative Partnerships 310 Maple Park Ave, SE, Olympia, WA Phone: (360-705-7039) E-Mail: anthony.buckley@wsdot.wa.gov

10. DISPUTES

10.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

- 10.1.1 The representative, as shown herein designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any

disputes or issues arising during the term of this Agreement.

10.1.2 A Party's representative shall notify the other Party in writing of any dispute or issue that the representative believes may require formal resolution according to this Section. The representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

10.1.3 In the event the representatives cannot resolve the dispute or issue, the entity, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

10.1.4 In the event the entity and WSDOT's Development Director, or their respective designees, cannot resolve the dispute or issue, the entity and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

11. GOVERNING LAW AND VENUE

11.1 This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

12. INDEPENDENT CAPACITY

12.1 The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

13. MAINTENANCE OF RECORDS

13.1 The Parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either Party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period.

13.2 If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The Parties acknowledge that each is subject to chapter 42.56 RCW, the Public Records Act. If a party (disclosing party) provides the other party (receiving party) with records that disclosing party considers confidential or proprietary, disclosing party must mark all applicable pages of said records "Confidential" or "Proprietary." Each Party will utilize reasonable security procedures and protections to assure that records and documents so marked provided by the

disclosing party are not erroneously disclosed to third parties. In the event receiving party receives a request for disclosure of any documents provided to receiving party by disclosing party, which may include records marked "Confidential" or "Proprietary," and receiving party determines in its legal judgment that no applicable exemption to disclosure applies, receiving party agrees to provide disclosing party ten (10) days written notice of impending release in accordance with the notice provisions of the Agreement. receiving party shall not be liable for any release where notice was provided and disclosing party took no action to oppose the release of information.

14. ORDER OF PRECEDENCE

14.1 In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes, and local laws, rules and regulations;
2. Statement of Work;
3. Exhibits and Appendices; and
4. Any other provisions of the agreement, including materials incorporated by reference.

15. SEVERABILITY

15.1 If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

16. TERMINATION

16.1 This Agreement may be terminated, without penalty or further liability as follows:

16.1.1 Termination for Cause

This Agreement may be terminated for cause by either Party if the other Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if the other Party violates any of the terms and conditions of this Agreement. The notice of intent to terminate for cause shall be issued by a Party in writing and the other Party shall have the opportunity to correct the violation or failure within fifteen (15) working days of the date of the notice. If the failure or violation is not corrected within the time allowed, this Agreement will automatically terminate

16.1.2 Termination for Non-Allocation of Funds

This Agreement may be terminated by either Party if insufficient funds are allocated or appropriated to the Party to continue its performance of this Agreement in any future period. The notice of intent to terminate for non-allocation of funds shall be issued in writing no less than **seven (7) calendar days** in advance of termination.

16.1.3 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

17. INDEMNIFICATION

17.1 To the fullest extent permitted by law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is

caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials, or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials, or employees.

17.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

17.3 This indemnification and waiver will survive the termination of this Agreement.

18. WAIVER

18.1 A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

19. ALL WRITINGS CONTAINED HEREIN

19.1 This Agreement contains all the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

20. COUNTERPARTS AND ELECTRONIC SIGNATURE

- 20.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each Party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each Party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In witness whereof, the Parties have executed this Agreement.

Requesting Entity	Washington State Department of Transportation
By:	By:
Printed:	Printed: Anthony L. Buckley
Title:	Title: Director, Innovative Partnerships
Date:	Date:
Approved as to Form Requesting Entity	Approved as to Form Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

TPU Medium-Duty EV - Scope of Work

Project Overview Tacoma Public Utilities (TPU) is the recipient of state funding to support the acquisition of zero-emission vehicle (ZEV) technology. This project will facilitate the purchase of a medium-duty electric vehicle (EV) truck, mobile battery systems, and charging infrastructure to support fleet electrification efforts. The funding will enable TPU to procure equipment that aligns with its priorities of reliability, safety, and operational efficiency.

Project Objectives

1. **Acquire a Medium-Duty EV Truck** – TPU will procure a medium-duty ZEV truck from a trusted manufacturer with which it has an existing relationship, ensuring continuity in fleet management practices and maintenance protocols.
2. **Procure Mobile Battery Systems** – Mobile charging solutions will be purchased to support operational flexibility and reduce the need for immediate permanent infrastructure modifications.
3. **Procure/Install Charging Infrastructure** – The project will include the acquisition of necessary charging equipment to support the use of the medium-duty EV truck and future ZEV expansion efforts.

Scope of Work

1. Procurement Process:

- Identify and acquire a suitable medium-duty ZEV truck in alignment with TPU's fleet strategy.
- Select and purchase mobile battery systems and charging equipment that complement TPU's operational needs.

2. Deployment:

- Receive mobile battery systems and charging equipment at TPU facilities.
- Receive and install charging equipment to support the medium-duty EV truck.

3. Reporting and Documentation:

- Provide procurement documentation and compliance reporting to WSDOT as required.

- Maintain records of acquisition costs, vendor details, and specifications of purchased equipment.

4. Community Outreach and Engagement:

- Develop outreach materials and conduct engagement efforts to inform the community about TPU's transition to ZEV technology.
- Provide updates on project progress and benefits through public communication channels.

5. Outcome Tracking and Challenges:

- Track and assess key outcomes, including equipment performance, operational impact, and overall benefits to fleet efficiency.
- Identify and document challenges encountered during procurement and deployment to inform future fleet electrification efforts.

Deliverables

- Acquisition of a medium-duty EV truck.
- Procurement and installation of mobile charging systems.
- Procurement of associated charging equipment.
- Compliance reporting and documentation as required by WSDOT.
- Community outreach and engagement activities.
- Outcome tracking and reporting.

Timeline The project is expected to follow the timeline below:

- **Q1:** Procurement of ZEV truck and charging infrastructure.
- **Q2:** Delivery and installation of mobile charging units and charging equipment.
- **Q3/Q4:** Delivery and installation of charging equipment.
- **Ongoing:**
 - Community outreach efforts and tracking of outcomes/challenges.
 - Documentation and compliance reporting to WSDOT.

Conclusion This project represents a strategic step in TPU's commitment to fleet electrification while ensuring that the acquisition of ZEV technology aligns with operational

EXHIBIT A

needs and compliance requirements. The procurement of a medium-duty EV truck, mobile charging systems, and charging equipment will support TPU's ongoing transition to a cleaner and more efficient fleet while engaging the community and tracking key outcomes for continuous improvement.