



## RESOLUTION NO. U-11534

1 A RESOLUTION authorizing the City of Tacoma, Department of Public Utilities,  
2 Light Division (d/b/a "Tacoma Power"), to execute an operating  
3 agreement ("Agreement") with MultiCare Health System.

4 WHEREAS MultiCare Health System ("MultiCare") is redeveloping a  
5 portion of its premises in the City of Tacoma in the vicinity of Martin Luther King  
6 Jr. Way and Division Ave., consisting of a new children's hospital, a medical  
7 office building, and parking facilities, ("Facilities") and

8 WHEREAS in January 2023, at the request of MultiCare, Tacoma Power  
9 completed a System Impact Study ("2023 System Impact Study") to identify the  
10 impacts and required system modifications to serve approximately 3.3  
11 megawatts of additional load associated with the Facilities as well as to meet  
12 MultiCare's requested resiliency needs for the Facilities, and

13 WHEREAS the 2023 System Impact Study determined that a new  
14 substation and other system modifications were required to serve the proposed  
15 loads and meet the requested resiliency needs, and

16 WHEREAS in February 2025, MultiCare requested Tacoma Power to  
17 conduct a revised system impact study ("2025 System Impact Study") for  
18 serving the new Facilities, and

19 WHEREAS MultiCare advised Tacoma Power that the planned Facilities  
20 would increase load by approximately 3.5 megawatts but, in an effort to avoid  
21 triggering the need for a new substation, MultiCare planned to install its own  
22 generation, with output of approximately 2MW, that would offset the increased  
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1 load and it no longer required electric service automatic redundancy for the  
2 premises, and

3 WHEREAS MultiCare requested a revised System Impact Study ("2025  
4 Impact Study") to determine if the additional generation interconnection and  
5 reduced resiliency requirements could alleviate the need for a new substation  
6 as identified in the 2023 System Impact Study, and

7 WHEREAS the 2025 System Impact Study concluded that with specific  
8 operational requirements placed upon MultiCare, reduced electric  
9 service redundancy, and Tacoma Power system modifications, Tacoma  
10 Power's system could serve the proposed load, and

11 WHEREAS Tacoma Power is requesting authorization to enter into an  
12 Operating Agreement with MultiCare to specify the operational requirements  
13 stipulated in the 2025 System Impact Study, and

14 WHEREAS the operational requirements include (i) no automatic  
15 redundancy to the Mary Bridge Children's Hospital and the existing Tacoma  
16 General Hospital, (ii) a net electric load limitation for medical facilities owned  
17 and operated by MultiCare, including hospitals, medical office buildings, and  
18 parking facilities on its property within the City of Tacoma served by Tacoma  
19 Power and that contribute to MultiCare's electric load, and (iii) obligations  
20 related to MultiCare's owned generation; Now, therefore,  
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BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That Tacoma Power's request to enter into an Operating Agreement to specify operational requirements, load limits, and generator obligations is approved, and the Director, or her designee, is authorized to execute said agreement substantially in the form as on file with the Clerk and as approved by the City Attorney's Office. The Director is further authorized to make amendments to the MultiCare Operating Agreement that are in the best interests of Tacoma Power.

Approved as to form:

/s/  
\_\_\_\_\_  
Chief Deputy City Attorney

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

Adopted \_\_\_\_\_



## Board Action Memorandum

**TO:** Jackie Flowers, Director of Utilities  
**COPY:** Charleen Jacobs, Director and Board Offices  
**FROM:** Chris Robinson, Power Superintendent  
**MEETING DATE:** May 28, 2025  
**DATE:** May 14, 2025

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### **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 checked="" 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 type="checkbox"/> GP5 – Environmental Sustainability            | <input checked="" type="checkbox"/> GP13 – Customer Service    |
| <input type="checkbox"/> GP6 – Innovation                              | <input type="checkbox"/> GP14 – Resource Planning              |
| <input type="checkbox"/> GP7 – Reliability & Resiliency                |  |

### **SUMMARY:**

This resolution will authorize Tacoma Power to enter into an Operating Agreement with MultiCare Health System (MultiCare) as a condition of providing electrical service to the Mary Bridge Children's Hospital (MBCH) Project.

### **BACKGROUND:**

MultiCare is constructing a Children's Hospital, a Medical Office Building, and two parking garages on its property west of South I Street and south of Division Avenue within the City of Tacoma.

In January 2023, Tacoma Power completed a System Impact Study, at the request of MultiCare, to identify the impacts and required system modifications in order to serve approximately 3.3 megawatts of additional load associated with these facilities as well as meeting MultiCare's requested resiliency needs of these facilities. As a result of this study, it was determined that a new substation and other system modifications were required to serve the proposed loads and meet the requested resiliency needs.

In February 2025, MultiCare requested Tacoma Power conduct a revised System Impact Study for serving the new facilities, with a revised load increase of approximately 3.5 megawatts. Additionally, MultiCare requested a generation interconnection as part of this study to assist in offsetting the electrical demands of these new facilities, with a maximum generation output of 2 megawatts. MultiCare also informed Tacoma Power that the previously requested electric service resiliency, including the need for automatic redundant service, is not required for the new Mary Bridge Children's Hospital and the existing Tacoma General Hospital. MultiCare requested this revised System Impact Study to determine if the additional generation interconnection and reduced resiliency requirements could alleviate the need for a new substation as identified in the previous System Impact Study.

The revised System Impact Study concluded that with specific operational requirements placed upon MultiCare, reduced electric service redundancy, and Tacoma Power system modifications, Tacoma Power's system can serve the proposed load.



## Board Action Memorandum

Tacoma Power requests authorization to enter into an Operating Agreement – Tacoma Power / MultiCare Health System to memorialize the operational requirements stipulated in the revised System Impact Study. These operational requirements include:

- No automatic redundancy to the Mary Bridge Children's Hospital and the existing Tacoma General Hospital;
- A net electrical load limitation for medical facilities owned and operated by MultiCare, including hospitals, medical office buildings, and parking facilities on its property within the City of Tacoma, west of South I Street and south of Division Avenue which includes all Customer facilities that are located generally within the above-described location served by Tacoma Power and that contribute to the Customer's electric load; and
- Obligations on customer generation.

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

**IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW IT IS 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? No**

### **ATTACHMENTS:**

Operating Agreement – Tacoma Power / MultiCare Health System

### **CONTACT:**

Primary Contact: John Nierenberg, Power Utility Assistant Section Manager, (253) 502-8931

Supervisor's Name: Joseph A. Wilson

Presenter (if different from primary contact):

**OPERATING AGREEMENT  
BETWEEN  
TACOMA POWER AND  
MULTICARE HEALTH SYSTEM**

**THIS OPERATING AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Tacoma, Department of Public Utilities, Light Division, a municipal corporation of the State of Washington, hereinafter referred to as "Tacoma Power" and MultiCare Health System, a Washington nonprofit corporation, hereinafter referred to as "Customer" or "MultiCare." Customer and Tacoma Power each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

**WHEREAS**, Customer owns and operates medical facilities including hospitals, medical office buildings, and parking facilities on its property west of S. I St. and south of Division Ave. Within the City of Tacoma (hereinafter referred to as the "Premises"; the term "Premises" as used herein includes all Customer facilities that are located generally within the above-described location served by Tacoma Power and that contribute to the Customer's electric load), and

**WHEREAS**, Customer is constructing a new children's hospital, medical office building, and parking facilities (collectively the "Facilities") and performing related site improvements on Premises property west of Martin Luther King Jr. Way and south of Division Avenue, known as the Mary Bridge Children's Hospital Project (hereinafter referred to as "Project"), and

**WHEREAS** Customer requested electrical service to supply power for the increased load to the Facilities to be built for the Project, and

**WHEREAS**, Tacoma Power completed a System Impact Study in January 2023, ("2023 System Impact Study") at the request of the Customer, which determined that a new substation and other system modifications were required to serve the proposed increase in Premises load, and

**WHEREAS**, Customer later notified Tacoma Power that in an effort to avoid triggering the need for a new substation based on its original request for power for its increased load for the Facilities, it proposed a Customer Alternate Design (as more specifically defined below in Section 1 "Purpose") to install a Customer owned generator, with a generation output of approximately 2 MW, which would offset the electrical demands of the Premises, and

**WHEREAS**, Customer more specifically has acknowledged as part of the Customer Alternate Design, Customer does not want or need automatic redundancy for the electric service to for its entire Premises, including the Facilities, and any current or future expansion, and

**WHEREAS**, Customer further acknowledges that the Tacoma Power system may at certain times already have electrical capacity limits that may be insufficient for complete electric

service at the Premises, and the Customer Alternate Design may further exacerbate that deficiency, including the possibility that limited power can be delivered to the Premises, and

**WHEREAS**, based on the Customer Alternate Design, on April 25, 2025, Tacoma Power performed and completed a new System Impact Study ("2025 System Impact Study") that determined that the Customer Alternate Design, with specific MultiCare operational requirements, no automatic electric service redundancy, and certain Tacoma Power distribution system modifications, could meet the general service needs for the Project without the design and installation of a new substation, subject to the previously referenced limitations, and

**WHEREAS**, the Customer has elected to proceed with the Customer Alternate Design, together with the modifications and requirements identified in the 2025 System Impact Study rather than proceed with a new substation and other modifications identified in the 2023 System Impact Study, and

**WHEREAS**, the Customer is required to sign this Agreement that specifies the Customer's resiliency expectations and operational requirements, including the overall limitations associated with the Customer Alternate Design for their Premises load and generation.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. **Purpose.** In lieu of designing and installing a new substation initially triggered by the 2023 System Impact Study, Customer has elected to design its own electrical service system that includes an approximately 2 megawatt Customer-owned and operated generation facility to serve a portion of its electric load requirement and to receive electrical service from Tacoma Power that is limited to a single source distribution line without automatically redundant electrical service (the "Customer Alternate Design"). This Agreement specifies the operational requirements for the Customer's Premises load and generation and Customer obligations to Tacoma Power, including any limitations in service that Customer may receive from Tacoma Power.

Tacoma Power will supply electric power pursuant to the Tacoma Power terms of service found in applicable City of Tacoma municipal code and Tacoma Power and TPU policy documents. This Agreement is intended to supplement those terms of service. In the event that a conflict arises between Tacoma Power and TPU policy documents, this Agreement is intended to supersede those policy provisions regarding Customer's service and the subject matter described herein. In the event that a conflict arises between City of Tacoma Municipal Code provisions and this Agreement, the code provisions shall prevail.

2. **No Automatic Redundancy.** With the installation of the Customer Alternate Design, automatic redundant electric services will not be provided to any portion of the Customer's Premises, specifically including the Tacoma General and Mary Bridge Children's hospitals. Customer acknowledges and agrees that in order for Tacoma Power to accommodate the Customer Alternate Design, all existing and future automatic transfer switches serving Tacoma General and

Mary Bridge Children's hospitals must be disabled and no longer available for Customer's load. Electrical service to the Customer's Premises, including Tacoma General and Mary Bridge Children's hospitals' will be provided by a single source.

In the event of a service interruption, power outage, or system failure, Customer will be without Tacoma Power supplied power and will need to rely on backup generation to maintain electrical service until restoration of that single source or an alternate source is determined to have sufficient capacity and is manually switched. Customer acknowledges and agrees that it is Customer's responsibility to assess their needs and implement sufficient backup systems (e.g. generators or battery storage) to meet any desired or required reliability.

Customer acknowledges and agrees that in the event of a service interruption, power outage, or system failure, Tacoma Power shall not be liable for any losses, damages, or business disruptions incurred by the Customer, including, but not limited to downtime, loss of revenue, or any consequential losses, to the extent due to the absence of alternative power sources or redundant service paths.

### 3. **Net Electrical Load Limitation.**

- a. **Load Threshold.** Customer shall limit its electricity usage to the forecasted demand value provided in the 2025 System Impact Study. (See Table 1 below for the Premises load summary table provided in Section III of the 2025 System Impact Study.) Customer must operate its Premises loads and generation such that net electrical demand of the Premises loads do not exceed 10.4 MW ("Load Limit"). Customer shall monitor its net electric demand over all meters measuring power use by the Premises and ensure that Premises loads do not exceed the Load Limit.
- b. **Load Limit Exceedance.** In cases when net load of the Premises is anticipated to exceed the Load Limit, Customer shall take immediate actions to prevent such exceedance, such as increasing its generation output and/or reducing load. In the event the Load Limit is exceeded, Customer shall immediately, and in no event longer than thirty (30) minutes, bring its load within the Load Limit by taking necessary steps, such as increasing generation and reducing or shedding load. In the event Customer fails to take appropriate or sufficient action to reduce its load to the Load Limit, Tacoma Power may take any actions necessary to reduce Customer's load up to and including de-energizing Premises loads or interrupting service as deemed necessary in Tacoma Power's sole discretion. Before terminating electrical service, Tacoma Power will provide notice as specified in the terms of service found in the Tacoma Municipal Code or relevant customer service policies. However, and notwithstanding the prior sentence, in cases of emergencies or risk of imminent harm Tacoma Power, in its sole discretion, may take immediate action without notice,



Table 1: Load Summary

Description	Current Demand (kW)	Forecast Demand (kW)
Main Hospital meter	5,788	5,788
Rainier Tower meter	703	703
Cent. Util. Plt. meter	154	154
521 S. MLK Family Health	113	113
312 S. J. Laundry	354	354
NeuroScience bldg.	45	45
Treehouse	24	24
East Campus Subtotal	7,181	7,181
Mary Bridge - West bldg.	686	686
Mary Bridge - East bldg.	354	0
Jackson Hall 480V svc	101	0
Jackson Hall 208V svc	60	0
316 S. MLK Way parking garage	13	0
Baker and 5th & L Medical offices	482	482
Pulse Bldg	45	45
New MBCH	0	2,980
New MOB	0	492
412 S. L St. New parking garage	0	300
512 S. L. St. New parking garage	0	200
West Campus Subtotal	1,741	5,185
CHP Generation	0	-2000
<b>Total</b>	<b>8,922</b>	<b>10,366</b>

#### 4. Customer Generation.

- a. **Ownership and Interconnection.** Customer-owned and operated generation facilities ("Customer Generation") shall be located on the Customer's premises. Customer Generation shall only be interconnected with Tacoma General Hospital. Any change to the proposed interconnection of the Customer Generation must be approved in writing by Tacoma Power.
- b. **Customer Obligation to Comply with all Applicable laws and standards.** Customer must construct and operate the Customer Alternate Design and Customer Generation in compliance with all applicable codes, standards, criteria, and regulations including, but not limited to, those of ANSI, IEEE, NEC, NERC, NESC, OSHA, Tacoma Public Utilities – City of Tacoma, WAC, WISHA, Tacoma Municipal Code and Charter. Customer shall obtain all governmental authorizations and permits required for the construction, installation, and operation of Customer Generation including electrical permits. Customer Generation and the Customer Alternate Design shall meet all current and applicable future industry standards and comply with all Tacoma Power requirements and parameters, including metering, telemetry and control/protection settings.

Customer Generation shall be used only to supply power to the directly connected facility and no other interconnection will be allowed. The Customer will use proper safeguards to ensure that Customer Generation will not cause abnormal voltage fluctuations, overloading, short circuits, ground faults, low or high voltage, cause damage, or improper operation of Tacoma Power's or other Customer's operations or equipment. If at any time Tacoma Power determines that the Customer Alternate Design or Customer Generation may endanger the integrity of Tacoma Power's electric system, Tacoma Power shall have the right to disconnect Customer from Tacoma Power's electric system until such time Tacoma Power is satisfied that Customer Generation has been repaired or modified and no longer endangers the electric system.

Customer shall reimburse Tacoma Power for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to construct, operate or maintain the Customer Alternate Design or Customer Generation in accordance with this Section 4, including any legal expenses associated with the collection of the same. Customer acknowledges and agrees that any Tacoma Power approvals contemplated by this Agreement shall be for Tacoma Power purposes only, and shall not relieve Customer from any obligation to receive necessary government permits or approvals, nor shall it relieve Customer from any obligations to comply with applicable codes and laws in the operation of Customer owned facilities and equipment. Nothing herein is intended to confer any rights on any other party other than the parties to this Agreement and their respective successors and assigns, as applicable.

- c. **Additions or Modifications.** Any future load or generation modifications to the Premises or changes to Customer's electrical service are required to follow Tacoma Power's interconnection and/or other relevant policies and process in effect at the time of the addition and/or modification. Said review or process may require additional agreements or amendments to this Agreement.
- d. **Generation and Interconnection Facility Ownership.** Customer represents and warrants that:

- (315) it is the sole owner of the Customer Generation; and
- (ii) the Customer Generation contemplated herein will only be used for self-supply to the directly interconnected facility more commonly known as Tacoma General Hospital,
- (iii) Customer is also the sole owner of the interconnected facility commonly known as Tacoma General Hospital, and
- (iv) the representations made in 4.c.(i)-(iii) will remain true for the life of the generation facility and this Agreement.

Customer will provide documentation of the same prior to execution of this Agreement by Tacoma Power and within 10 business days of any written notice for updated information.

Customer acknowledges and agrees that pursuant to the City of Tacoma's Charter, nothing in this Agreement is intended to convey to Customer any franchise privileges, and Customer may not sell or supply electric energy from Customer Generation to any other entity or individual legally distinguishable from the generator owner for the life of the generation facilities. If Customer is acquired or merged into another entity or transfers the interconnected facility commonly known as Tacoma General Hospital, Customer warrants and agrees that such entity will take ownership of the Customer Generation and interconnected facility subject to the foregoing restrictions and agree to be bound by the same as a condition precedent to such acquisition or merger.

**e. Enforcement Rights for Customer Compliance; Specific Performance.**

Tacoma Power reserves the right to order the cessation of generator operations or terminate electrical service, or otherwise pursue any and all legal actions or remedies necessary to prevent the provision or supply of electric energy that violate this agreement or local law. Without limiting Tacoma Power's right to damages for breach of this Agreement, Customer further agrees that in the event of any breach or threatened breach of this Section, Tacoma Power shall be entitled (in addition to any and all other remedies) to injunctive relief, specific performance and other equitable remedies without proof of monetary damages or the inadequacy of other remedies, and without necessity of posting a bond or other security. Tacoma Power may terminate electrical service upon notice as specified in the terms of service found in the Tacoma Municipal Code or relevant customer service policies. However, and notwithstanding the prior sentence, in cases of emergencies or risk of imminent harm Tacoma Power, in its sole discretion, may take immediate action without notice

- 5. Customer Configuration Liability.** Customer represents and warrants that it will be responsible for any liability arising out of the Customer designed electrical system configuration, including any electric service failures to the Premises and agrees and understands that Tacoma Power's consent to this Customer designed electrical system configuration is expressly conditioned on Customer holding the City of Tacoma harmless from any losses, claims, or damages to the extent arising from outages or system failures arising from said configuration.
- 6. Notices.** Except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required under this Agreement 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:

MultiCare Health System  
Attn: Engineering Services Department  
304 I Street  
Tacoma, Washington 98405  
253-254-4596

With a copy to:

MultiCare Health System  
Attn: General Counsel  
315 Martin Luther King Jr. Way  
PO Box 5299  
MS: 820-4-LEG  
Tacoma, WA 98415-0299  
[Legal.Services@multicare.org](mailto:Legal.Services@multicare.org)  
[Contractsupport@multicare.org](mailto:Contractsupport@multicare.org)

In addition, Customer shall provide and maintain 24-hour contact information of on-call facilities personnel.

Either Party by notice to the other, may hereafter designate a change in its address and addressee.

7. **Term of Agreement.** This Agreement shall be in effect when signed by Customer and Tacoma Power and shall remain in effect so long as the herein described Customer Alternate Design and Customer Generation are maintained. Tacoma Power reserves the right to discontinue service and terminate this Agreement for breach of any the terms of this Agreement. Upon notice as specified in the terms of service found in the Tacoma Municipal Code or relevant customer service policies. However, and notwithstanding the prior sentence, in cases of emergencies or risk of imminent harm Tacoma Power, in its sole discretion, may take immediate action without notice

8. **Dispute Resolution**

- a. **Preventing Conflicts.** The Parties agree to use their best efforts to prevent and resolve potential sources of conflict before they escalate into dispute, claims or legal actions.
- b. **Resolving Disputes Through Negotiation.** The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise.
- b.1.1 Level One – The respective project managers of the Parties shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within ten (10) business

days after the referral of that dispute to Level One, either party may refer the dispute to Level Two.

b.2.1 Level Two – An executive officer of Customer or designee and the Superintendent of Tacoma Power or their designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

c. **Failure to Resolve Dispute Through Best Efforts.** Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Two within ten (10) business days after referral of that dispute to Level Two, the dispute may be referred to mediation as mutually agreed to by the Parties, or the Parties may exercise whatever other rights they may have at law or in equity. At all times prior to resolution of the dispute, the Parties shall continue to perform their respective duties under this Agreement in the same manner and under the terms as existed prior to the dispute.

9. **Audit.** Tacoma Power shall have the right to, upon reasonable notice and during normal business hours, to audit the records and documentation of the Customer related to its performance under and compliance with this Operating Agreement. The Customer agrees to retain relevant records and documentation for a minimum of six (6) years, or such longer period as required by applicable law, regulation, or regulatory agency. Tacoma Power may audit records pertaining to any period within said six (6) years preceding the date of the audit request, or for such longer period as may be required by applicable law, regulation, or order. If any litigation, claim, or audit is commenced, the records and documents shall be retained until all litigation, claim, or audit finding has been resolved.

10. **HIPAA.** Tacoma Power acknowledges that, in connection with any entry onto Customer's property in furtherance of any activities or work associated with this Agreement, Tacoma Power and its employees and agents (collectively, "Tacoma Power Related Parties") may come into contact with protected health information ("PHI") within the meaning of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, and regulations promulgated thereunder ("HIPAA"). Tacoma Power (i) shall not disclose, and shall cause Tacoma Power Related Parties not to disclose, any such PHI, (ii) shall implement such appropriate safeguards as may be necessary to protect the confidentiality of any such PHI against unauthorized access and use in connection with such entries onto Customer's property, and (iii) shall report to Customer in writing any unauthorized use or disclosure of any such PHI by Tacoma Power or Tacoma Power Related Parties in connection with any such entry onto Customer's property within five (5) business days of becoming aware of such unauthorized use or disclosure. In the event HIPAA or any similar or related law or regulation requires a written contract with respect to the obligations of Customer, Tacoma Power, or Tacoma Power Related Parties in connection with the privacy and security of PHI, then Customer and Tacoma Power shall execute, and Tacoma Power shall cause Tacoma Power Related Parties to execute, such written contract on such terms as are required by law. Tacoma Power further acknowledges that, for Customer to comply with HIPAA, Customer may need to restrict access to the portions of Customer's property where PHI is kept or stored. Except in cases of emergency, Tacoma Power agrees that, except when

accompanied by an authorized representative of Customer, neither Tacoma Power nor any agent of Tacoma Power shall be permitted to enter those areas of Customer's property, if any, designated by Customer as locations where patients are treated (when a patient is present) and where PHI and medical records are kept or stored.


#### 11. Miscellaneous

- a. **Amendments.** Any modification or changes to this Agreement shall not be valid unless in a writing signed by a duly authorized representative of both Parties.
- b. **No Waiver.** The failure of any party to this Agreement at any time to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same.
- c. **Severability.** In the event that any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining portions of this Agreement. Further, such invalid or unenforceable provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- d. **Governing Law.** This Agreement shall be governed by the laws of the State of Washington. Venue of any action arising hereunder shall lie in Pierce County, Washington.
- e. **No Waiver of Charter, Tacoma Municipal Code or TPU Policy.** Nothing in this Agreement, including Tacoma Power's agreement to this Agreement, shall be construed as a waiver of any right by Tacoma Power to enforce or implement any applicable law or any of Tacoma Public Utilities policies with respect to Customer's service.

*(Signatures on following page)*

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Amendment,  
as of the Effective Date stated above.

**MUTLICARE HEALTH SYSTEM**  
**A Washington Nonprofit Corporation**

By   
James G. Lee  
EVP Population Based Care &  
Chief Financial Officer

**CITY OF TACOMA**  
**DEPARTMENT OF PUBLIC UTILITIES**

By \_\_\_\_\_  
Jacky Flowers,  
Utilities Director/CEO

Approved:

By \_\_\_\_\_  
Chis Robinson  
Power Superintendent/COO

Approved:

\_\_\_\_\_  
Finance Director

Approved as to Form:

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