



RESOLUTION NO. U-11580

1 A RESOLUTION related to the Department of Public Utilities, Light Division ,
2 authorizing a Funding Agreement Phase 1, with the Puyallup Tribe of
3 Indians, for engineering design services and procurement deposits for
4 long-lead equipment to build a new distribution substation and supporting
5 infrastructure.

6 WHEREAS the Puyallup Tribe of Indians ("PTOI") is constructing a new
7 66-acre logistics facility in Fife, WA, and

8 WHEREAS the facility will require approximately 9 MVA of electrical
9 power, exceeding the capacity of existing infrastructure, and

10 WHEREAS the Department of Public Utilities, Light Division ("Tacoma
11 Power") must construct a new distribution substation and four new feeders to
12 meet this demand, and

13 WHEREAS Tacoma Power intends to execute this project in two phases
14 over the course of three or more years, and

15 WHEREAS this Funding Agreement Phase 1 ("Agreement") covers
16 Phase 1 of the project, is valued at \$2,748,760, and is funded entirely by the
17 PTOI, and

18 WHEREAS Phase 2 will follow under a separate Utility Installation
19 Agreement, estimated at \$12 million, to complete equipment purchases, facility
20 relocations, and construction of the substation and feeders; Now, therefore,

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

22 That Tacoma Power's request to execute the Funding Agreement Phase
23 1, to support electrical upgrades and cover engineering design services and
24 procurement deposits for long-lead equipment required to build a new
25
26



distribution substation and supporting infrastructure, valued at \$2,748,760,
1 funded by the Puyallup Tribe of Indians is hereby approved, and the proper
2 officers of the City are authorized to execute said agreement substantially in the
3 form as on file with the Clerk and as approved by the City Attorney's Office.
4

5 Approved as to form:

Chair

6 _____ /s/
7 Chief Deputy City Attorney

Secretary

8 _____
Clerk

Adopted _____



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Chris Robinson, Power Superintendent
MEETING DATE: January 14, 2026
DATE: December 24, 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 checked="" type="checkbox"/> GP9 – Economic Development |
| <input type="checkbox"/> GP2 – Financial Sustainability | <input type="checkbox"/> GP10 – Government Relations |
| <input type="checkbox"/> GP3 – Rates | <input type="checkbox"/> GP12 – Employee Relations |
| <input type="checkbox"/> GP4 – Stakeholder Engagement | <input checked="" type="checkbox"/> GP13 – Customer Service |
| <input type="checkbox"/> GP5 – Environmental Sustainability | <input type="checkbox"/> GP14 – Resource Planning |
| <input type="checkbox"/> GP6 – Innovation | |
| <input type="checkbox"/> GP7 – Reliability & Resiliency | |

SUMMARY:

Tacoma Power seeks authorization to enter into the Phase 1 Items Agreement with the Puyallup Tribe of Indians (PTOI) to support electric utility upgrades. This Agreement, valued at \$2,748,760 and funded entirely by the PTOI, covers engineering design services and procurement deposits for long-lead equipment required to build a new distribution substation and supporting infrastructure.

BACKGROUND:

The PTOI is constructing a new 66-acre logistics facility in Fife, WA. The facility will require approximately 9 MVA of electrical power, exceeding the capacity of existing infrastructure. To meet this demand, Tacoma Power must construct a new distribution substation and four new feeders.

Tacoma Power intends to execute this project in two phases over the course of three or more years. This Agreement represents Phase 1. Phase 2 will follow under a separate Utility Installation Agreement, estimated at \$12 million, to complete equipment purchases, facility relocations, and construction of the substation and feeders.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? No

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

All direct costs associated with this agreement will be paid in advance by PTOI. Any unused deposit will be refunded or applied to the future agreement(s).

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



Board Action Memorandum

ATTACHMENTS: Phase 1 Items Funding Agreement

CONTACT:

Primary Contact: Ali Poldo; Projects & Standards, Manager; (253) 502-8124
Supervisor's Name: John Merrell; T&D Engineering Manager; (253) 502-8714

FUNDING AGREEMENT
PUYALLUP TRIBE OF INDIANS SUBSTATION PROJECT
PHASE 1 ITEMS

This FUNDING AGREEMENT FOR LONG LEAD PHASE 1 ITEMS ("Agreement") is entered into as of the Effective Date by and between the Puyallup Tribe of Indians ("PTOI") and the City of Tacoma, a municipal corporation of the State of Washington, through its Department of Public Utilities, Light Division, dba Tacoma Power ("Tacoma Power"). The Puyallup Tribe of Indians and Tacoma Power are each a "Party" and together the "Parties" to this Agreement. In consideration of the mutual promises and obligations herein, the Parties agree as follows.

1. PURPOSE AND SCOPE.

2.1 The PTOI is proposing the construction of a new facility to be located at 3205 Frank Albert Road in Fife ("Facility") to provide power for PTOI's approximate 66-acre property. This description is not intended to waive or limit any rights PTOI holds or may hold with respect to energy generation or use. PTOI has requested that Tacoma Power provide approximately 9 MVA to the Facility by _____202___. Tacoma Power conducted a System Impact Study, attached as Agreement Exhibit A.

2.2 Tacoma Power's adjacent distribution circuits available for the Facility have insufficient capacity to serve the Facility's planned load. To provide service, Tacoma Power must construct a new substation ("Substation Project"). However, the time needed to build a new substation is three or more years following Utility Installation Agreement execution. Therefore, the new substation cannot be completed by PTOI's deadline. A key driver for the construction timeline is the lead time needed to procure certain equipment for the Substation Project.

2.3 Tacoma Power intends to provide the Facility power through the Substation Project system design and installation work in at least two contract phases. The first phase consists of this Agreement through which PTOI will provide payment for the full engineering design and the deposit and extended warranty for Long Lead Procurement Items ("Phase 1 Items"). The second phase will consist of a Utility Installation Agreement for the remaining payment of Long Lead Procurement Items, relocation costs, and installation of the electric facilities to provide service to the Facility. The parties shall commence negotiations for the Utility Installation Agreement no later than one hundred eighty (180) calendar days prior to the scheduled delivery of the Long Lead Procurement Items referenced in Section 3.1."

2.4 In Chapter 310, Laws of 2024, Section 308 (18), the Washington State Legislature appropriated \$20,000,000 (Twenty Million Dollars) from the carbon emissions reduction account created in RCW 70A.65.240 ("Appropriated Funds") solely for the Puyallup Tribe Port Electrification project (L1000346). PTOI is in the process of securing a grant from the Washington State Department of Transportation (WSDOT) by which PTOI will receive the funds appropriated for the Port Electrification Project to facilitate construction of the Facility during the second phase of the Substation Project. Through all the contract phases, as between the Parties, PTOI shall assume the risk, cost, and expense of the utility system design and work associated with the Substation Project as more specifically described herein. Subject to the

conditions below and to the extent of PTOI's receipt of the Appropriated Funds through the WSDOT grant, PTOI is willing to commit that all work performed or equipment purchased by Tacoma Power under this Agreement shall be at the sole cost and expense of the PTOI.

3. Phase 1 Items.

3.1 Equipment. Upon execution of this Agreement and PTOI's tender of the Advance Payment specified below, Tacoma Power shall proceed with the procurement of the following equipment (the "Long Lead Procurement Items"):

3.1.1 One (1) 25 MVA substation transformer;

3.1.2 Two (2) 115 kV circuit breakers;

3.1.3 One (1) 15 kV metal-clad substation switchgear; and

3.1.4 Such other equipment that Tacoma Power deems necessary to complete the utility installation work for the Substation Project ("Long Lead Procurement Items"). Said procurement shall include ordering and ensuring delivery to the TPU main campus or Facility. For purposes of this Section 3.1.4, "necessary" shall be subject to the standard of commercial reasonableness.

3.2 Engineering Design. Upon execution of this Agreement and PTOI's tender of the Advance Payment specified below, Tacoma Power shall immediately begin work to develop and prepare the engineering design for the Substation Project. Engineering design will include all documents to perform Tacoma Power work including plans, specifications, sketches, standards, permits and procedures as described in Exhibit A.

3.3 Cost. The estimated cost of Phase 1 Items is \$2,748,760, which includes an 80% deposit for the Equipment identified at Section 3.1.3 and 10% deposit for the remaining Long Lead Procurement Items. The costs also include the full Engineering Design for the Substation Project and extended manufacturer's warranty for the Long Lead Procurement Items. The cost is included in the Advance Payment. Should the actual cost of the Phase 1 Items exceed the estimated amount and Advance Payment funds are insufficient to cover the additional procurement cost, Tacoma Power will invoice the PTOI, and the PTOI shall timely pay, such additional costs in accordance with Agreement Section 4.

3.4 Ownership. In the event (i) PTOI is not able to secure a WSDOT grant for and receive the Appropriated Funds in an amount sufficient to pay for the second phase of the Substation Project and Utility Installation; (ii) the Parties are unable to successfully execute the contemplated second contract phase for the Facility power system design and installation work, or (iii) PTOI terminates or otherwise does not proceed with the Project, Tacoma Power shall be the sole owner of the Long Lead Procurement Items. If Tacoma Power retains and uses the Long Lead Procurement Items for its own purposes, Tacoma Power will reimburse PTOI up to the full amount of the deposit received by Tacoma Power for the Long Lead Procurement Items, less unrecoverable paid taxes, extended warranty, and any costs incurred associated with procurement efforts. If Tacoma Power resells the Long Lead Procurement Items, Tacoma Power will reimburse PTOI the amount collected from the equipment resell, less unrecoverable paid taxes and any costs associated with procurement and redeployment up to the amount provided in the deposit. Funds from the Advance Payment shall be used to pay for costs incurred by Tacoma Power associated with

procurement of the Long Lead Procurement Items; this includes storing, handling, warranting, and redeploying the equipment to other projects, if applicable, where the equipment can be utilized. Warranty costs include purchasing an extended 1-year warranty for the Long Lead Procurement Items to cover the time lapse associated with not immediately redeploying the equipment. In the event the costs incurred by Tacoma Power to perform this work is less than the Advance Payment amount, the remaining Advance Payment funds will be refunded to PTOI including all deposits for Long Lead Procurement Items under Section 3. Notwithstanding the foregoing, in the event of a material change in applicable law, funding conditions, or governmental policy affecting PTOI's rights or obligations, and upon written notice by PTOI prior to Tacoma Power's use or resale of the equipment, PTOI may request the transfer of ownership of the Long Lead Procurement Items to PTOI upon terms and conditions agreed upon by the Parties.

3.5 Timing of Procurement and Reporting.

3.5.1 Within five (5) business days of receipt of the Advance Payment, Tacoma Power shall commence procurement of the Long Lead Procurement Items.

3.5.2 Tacoma Power shall submit to PTOI bi-monthly (once every two-months) reports on the Substation Project. The monthly reports shall include progress made during the prior months; description of technical and/or cost problems encountered that will affect timely Project completion, and identified solutions; schedule of forecast work, including updated milestones and scheduling dates; and, continuous reporting on the Project spending.

4. ADVANCE PAYMENT.

4.1 Upon execution of this Agreement, the PTOI shall tender an Advance Payment of \$2,748,760 to Tacoma Power under Section 3 "Payment." This amount constitutes a good faith estimate of the cost for Phase 1 Items.

4.2 For purposes of this Agreement, "Advance Payment" shall mean that portion of the total PTOI-funded project amount specified herein that must be paid by PTOI as a pre-condition to Tacoma Power's performance under this Agreement.

4.3 For costs that exceed the Advance Payment, Tacoma Power shall invoice and PTOI shall pay for those additional costs. Such invoices will include details of the actual costs incurred, including but not limited to itemized invoices and receipts. Lack of adequate documentation shall render the invoice void and suspend the time for payment. PTOI shall pay each documented invoice submitted by Tacoma Power within thirty (30) calendar days of receipt. Tacoma Power may cease performance hereunder if any invoiced amount is not paid within thirty (30) days following issuance. Further Tacoma Power has no obligation to proceed with the Utility Installation Agreement, or any related design activities, if any amount properly invoiced and due hereunder has not been paid by PTOI.

4.4 In the event the costs incurred by Tacoma Power to complete the Phase 1 Items are less than the estimated amount, the remaining amount may be applied towards the other items in the Utility Installation Agreement in the event those items exceed their estimated cost. In the event the costs incurred by Tacoma Power to perform all of its Agreement obligations are less than the Advance Payment

amount, the remaining Advance Payment funds will, at PTOI's option, be (i) applied as a credit towards its monetary obligation under future contract phases or (ii) refunded to PTOI.

4.5 Any reimbursement or refund due to PTOI under this Agreement, including reimbursement following Tacoma Power's notification of intended use or completion of resale of Long Lead Procurement Items under Section 3.4, shall be issued within ninety (90) calendar days after the triggering event giving rise to the refund obligation.

5. PAYMENT.

5.1 Checks shall be made payable to the Treasurer, City of Tacoma and shall be mailed to:

Tacoma Power
Attn: Electrical Services: Utility Staff Support Supervisor
3628 S. 35th St.
Tacoma, WA 98409

5.2 In the event PTOI fails to pay any amounts when due, PTOI shall pay interest on such unpaid sums from thirty (30) calendar days after the date due at an annual rate of 12% per annum. Notwithstanding any invoice contested by PTOI under Agreement Section 6, PTOI shall make full payment on all undisputed invoices issued by Tacoma Power.

6. CONTESTED CHARGES.

6.1 PTOI may contest a charge of any Tacoma Power work or purchases detailed in an invoice within thirty (30) days of receipt of such invoice by providing written notice to Tacoma Power specifying the charges and/or documentation in dispute. Upon receipt of such notice, Tacoma Power will investigate the contested items and make amendments to the invoice if necessary. At Tacoma Power's discretion, Tacoma Power may arrange a meeting between the Parties to discuss the PTOI's concerns as specified in its written notice. The Parties shall attempt to resolve all disputes within thirty (30) days of the date of notice of a contested invoice. At or before the end of said period, PTOI shall submit any outstanding items for Dispute Resolution as provided in Agreement Section 11.

6.2 Tacoma Power, in addition to bi-monthly reporting under Agreement Section 3.5.2, shall provide all PTOI or State requested documents and records relating to the Substation Project, engineering design, the Long Lead Procurement Items and any costs under this Agreement. Requests for records shall be an obligation of this Agreement, separate from any similar obligations under the Washington Public Records Act.

6.3 At the time of final audit, all required adjustments will be made and reflected in a final payment, interest shall not accrue on the contested part of any billing until mutually resolved. PTOI may not unreasonably contest any invoice.

7. **SCHEDULE IMPACTS - NOTICES.** Each Party shall promptly notify the other of any material changes such as equipment or materials delivery delays that may impact the PTOI's Facility schedule or Tacoma Power's Substation Project or ability to provide service to the Facility.

8. **INSURANCE / INDEMNITY.**

8.1 PTOI shall be fully responsible for and shall pay and/or sufficiently insure against all claims, demands, liability, losses, damage, costs, and expenses (including attorney's fees and other costs of defense) of any nature or kind whatsoever arising out of or in connection with the Facility, including, but not limited to, those related to (i) personal injuries, and/or death, of any person whomsoever (including payments and awards made to the PTOI's employees or others under any worker's compensation law or under any plan for employee's disability and death benefits), and/or (ii) damage to any property whatsoever (including the real and/or personal property of either or both PTOI and Tacoma Power.)

8.2 PTOI shall indemnify, defend, and hold harmless Tacoma Power, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the negligence of Tacoma Power, or its officers, agents, or employees, and in the event any damage or injury results from the concurrent negligence of PTOI and Tacoma Power and/or their respective officers, agents or employees, this indemnification shall be valid and enforceable only to the extent of PTOI's negligence. This indemnification shall apply only to direct damages, and shall exclude consequential, incidental, or punitive damages. This indemnification shall survive the termination of this Agreement.

8.5 Each Party specifically assumes potential liability for actions brought by its own employees and solely for the purpose of this indemnification and defense, each Party specifically waives any immunity under the state industrial insurance law, Title 51 RCW. Each Party RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

9. **LIMITATIONS OF LIABILITY.** In no event shall either Party be liable to the other Party for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental, or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement or any failure of performance related hereto howsoever caused, whether or not arising from any Party's sole, joint, or concurrent negligence.

10. **WARRANTYS.** Tacoma Power makes no warranty or representation whatsoever regarding the Phase 1 Items, and Tacoma Power expressly disclaims any and all warranties, whether expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Tacoma Power's selection of the Long Lead Procurement Item's shall not be construed as confirming or endorsing the suitability of the Facility. The Parties shall look to the manufacturer of the Long Lead Procurement Items for any warranties for the items.

Tacoma Power agrees to perform the engineering and related services hereunder according to industry standards and in a good and workmanlike manner. However, Tacoma Power makes no warranty or representation whatsoever regarding the accuracy, completeness, or usefulness of the engineering or services provided herein (including any equipment or materials ordered and/or purchased hereunder), and Tacoma Power expressly disclaims any and all warranties, whether expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Tacoma Power's performance of engineering or related services shall not be construed as confirming or endorsing the suitability of the engineering or services as to any warranty of safety, durability, reliability or efficacy for any use or purpose.

Except as otherwise provided herein, it is understood and agreed that Tacoma Power shall not be liable pursuant to statute, contract, in tort (including negligence), strict liability, or otherwise to the other party, its agents, representatives, its affiliated and associated companies, and/or its assigns, for any indirect, incidental or consequential loss or damage whatsoever, including, but not limited to, loss of profits or revenue on work not performed, for loss of use of or under-utilization of PTOI's facilities, or loss of use of revenues or loss of anticipated profits, resulting from Tacoma Power's performance or non-performance of the engineering, related services, or any obligation imposed by this Agreement.

11. DISPUTE RESOLUTION.

11.1 Preventing Conflicts. The Parties shall use their reasonable best efforts to prevent and resolve potential sources of conflict before they escalate into dispute, claims or legal actions.

11.2 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:

11.2.1. 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.

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

11.3 Failure to Resolve Dispute. 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 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.

12. WAIVER OF SOVEREIGN IMMUNITY. The Parties consent to suit, if any, solely for the purpose of enforcing the obligations arising under this Agreement, and only in the Federal District Court identified in Agreement Section 14.8. No broader waiver of immunity is intended or implied.

13. AGENCY OR EMPLOYEE RELATIONSHIP.

13.1 No joint venture or partnership is formed by this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.

13.2 In relation to performance pursuant to this Agreement, PTOI, its employees, consultants, agents, and representatives shall not be deemed or construed to be employees or agents of Tacoma Power in any manner whatsoever. PTOI shall be solely responsible for any claims for wages or compensation by the respective employees, contractors, sub-contractors, agents, and representatives of PTOI and PTOI's Contractor, and shall defend, indemnify and hold Tacoma Power harmless, from these claims. In relation to performance pursuant to this Agreement, Tacoma Power, its, employees, consultants, agents, and representatives shall be acting as agents of the Tacoma Power and shall not be deemed or construed to be employees or agents of PTOI in any manner whatsoever.

13.3 In relation to performance pursuant to this Agreement, Tacoma Power, its employees, consultants, agents, and representatives shall not be deemed or construed to be employees or agents of PTOI in any manner whatsoever. Tacoma Power shall be solely responsible for any claims for wages or compensation by the respective employees, contractors, sub-contractors, agents, and representatives of Tacoma Power and Tacoma Power's Contractor, and shall defend, indemnify and hold PTOI harmless, from these claims. In relation to performance pursuant to this Agreement, PTOI, its, employees, consultants, agents, and representatives shall be acting as agents of PTOI and shall not be deemed or construed to be employees or agents of Tacoma Power in any manner whatsoever.

14. GENERAL.

14.1 Entire Agreement. This Agreement and the Exhibit attached hereto constitute the entire agreement and understanding between the PTOI and Tacoma Power relating to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, oral or otherwise, except those expressly set forth or referenced herein.

14.2 Severability. In the event that any term, covenant, condition, or provision of this Agreement, or the application of the Agreement to any person or circumstance, is found to be invalid or unenforceable in any respect, the remainder of this Agreement, and the application of such term or provision to other persons or circumstances nevertheless shall be binding with the same effect as if the invalid or unenforceable provision were originally deleted. The Parties agree to bargain in good faith to reform this Agreement or replace any invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the invalid or unenforceable provision.

14.3 Amendments. No waiver, modification, addition, or amendment to this Agreement shall be of any force or effect unless reduced to writing and signed by the authorized employees of each Party hereto.

14.4 Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of or waiver regarding any duties, obligations, rights, and remedies otherwise available by law. No waiver by either Party hereto of any default shall affect or impair any right arising from any subsequent default. The failure of either Party

hereto to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy provided for in this Agreement shall not impair any such right or remedy nor be construed as a waiver or relinquishment of such right.

14.5 Force Majeure. Neither Party shall be liable to the other Party for any failure to perform an obligation set forth herein to the extent such failure is caused by war, act of terrorism, pandemic, or an act of nature, provided that such Party has made and is making all reasonable efforts to perform such obligation and minimize any and all resulting loss or damage. Tacoma Power has a responsibility to restore service after storms before returning to scheduled work. Storm related schedule delays shall not constitute liability.

14.6 Transfer/Assignment. Neither Party shall assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective permitted successors and assigns.

14.7 Benefits. This Agreement is intended for the sole benefit of the Parties to this Agreement. Nothing in this Agreement is intended to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under this Agreement.

14.8 Governing Law/ Venue. The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the applicable laws of the State of Washington. The venue to resolve any dispute arising under this Agreement shall be the Federal District Court for the Western District of Washington, Southern Division.

15. **AUTHORIZATION ANE EFFECTIVE DATE.**

15.1 The undersigned, by their respective signatures below, represent and warrant that they are each duly authorized to execute this legally binding Agreement for and on behalf of the Party for whom they have signed.

15.2 This Agreement shall become effective as of the Effective Date: **April 30, 2025.**

TACOMA POWER

By _____

Jackie Flowers

Director of Public Utilities / CEO

By _____

Chris Robinson, Power Superintendent / COO

Approved:

Transmission & Distribution Manager

Approved:

Finance Director

Approved as to Form:

Deputy City Attorney

PUYALLUP TRIBE OF INDIANS

By _____

Bill Sterud

Chairman

Attachments: Tacoma Power Frank Albert Road Impact Study

Tacoma Power Frank Albert Road Facilities Study

Exhibit A

Tacoma Power Work

The anticipated Tacoma Power work for Engineering Design includes the following:

1. Permitting

- Obtain Land Use permits for:
 - State Environmental Policy Act (SEPA), assuming National Environmental Policy Act (NEPA) is not required.
 - Other land use approvals (excluding NEPA), including resolution of any appeals
 - Construction Permits including, but may not be limited to, Right of Way Work Order Permit, Site Development Permit, Storm Water Pollution Prevention Plan (SWPPP), Traffic Control Plans, Temporary Erosion Sedimentation Control Plan (TESC) and National Pollutant Discharge Elimination System (NPDES).

2. Substation

- Provide engineering and procurement for:
 - Site plan design for grading, fencing, pavement, parking, and drainage.
 - Civil design for foundations, anchorages, steel structures, dead-end structures, underground conduits, cable trenches and vaults, geotechnical engineering, and secondary spill containment for oil filled transformer.
 - Electrical design for grounding, lighting, bus, fittings, protective relays, electrical panels, battery systems, conductors, insulators, communications equipment, operational control and system integration, security cameras, alarms, and major equipment including transformers, high voltage circuit breakers, switch gear, potential and current transformers.

3. Transmission and Distribution Lines

- Provide engineering and procurement for:
 - new guyed wood pole transmission and distribution lines including existing system modifications.
 - New distribution and transmission devices and conductors including line switches and, as applicable, controllers and SCADA communications infrastructure for line operations
 - 115kV transmission loop-through at the substation from the existing Northeast-Stobehlah line along 54th Street.
 - Four (4) 12.5kV distribution feeders from the substation (approximately 8,000 ft of total length) serving the new load and interconnecting to the Tacoma Power system at three (3) locations.

Impact Study and Facilities Study

Attachments have been removed to protect confidential information.