



RESOLUTION NO. U-11498

1 A RESOLUTION relating to the Department of Public Utilities; authorizing an
2 extension of a contract with Gordon Thomas Honeywell Governmental
Affairs, LLC, for federal and executive legislative assistance.

3 WHEREAS the City of Tacoma, Department of Public Utilities ("TPU"),
4 entered into a contract with Gordon Thomas Honeywell Governmental Affairs,
5 LLC, of Tacoma, WA ("GTH"), by Public Utility Board Resolution No. U-11049,
6 for assistance with Congress and federal executive agencies on issues
7 concerning power, water, rail, and other utility matters, in an amount not to
8 exceed \$215,400 during 2019-2020, and
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10 WHEREAS TPU continues to need general and specific assistance with
11 Congress and executive agencies, and
12

13 WHEREAS GTH has provided such services satisfactorily since 2008,
14 and should be continued, and

15 WHEREAS the assigned lobbyists have developed contacts and
16 relationships with our subject matter experts and have special relationships with
17 Congressional offices and staffs, and
18

19 WHEREAS the professional services here were originally retained under
20 a waiver of the mandatory solicitation process to be used for professional
21 services contracts pursuant to TMC § 1.06.257B, which authorized TPU to
22 directly negotiate the contract with GTH, and
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24 WHEREAS the Director of Utilities has determined that it remains in the
25 best interests of the City to waive the mandatory competitive solicitation
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process for professional services contracts pursuant to TMC 1.06.257B and authorize TPU to directly negotiate a contract amendment with GTH, and

WHEREAS pursuant to TMC 1.06.269E, the Director of Utilities requests authorization to amend the GTH contract amount for an additional amount not to exceed \$115,915.20, during 2025, and

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

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

Sec. 1. That the Department of Public Utilities' contract amendment with Gordon Thomas Honeywell Governmental Affairs, LLC for 2025 is approved for an additional amount not to exceed \$115,915.20.

Sec. 2. That the administrative authority of the Director, per TMC 1.06.257B., to waive the mandatory competitive solicitation process and authorize TPU to directly negotiate the contract amendment with GTH is hereby approved.

Sec. 3. That the proper officers of the City are authorized to execute said contract amendment substantially in the form as on file with the Clerk and as approved by the City Attorney's Office.

Approved as to form:

<p>_____ /s/ Chief Deputy City Attorney</p> <p>_____ Clerk</p>	<p>_____ Chair</p> <p>_____ Secretary</p> <p>Adopted _____</p>
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Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: LaTasha Wortham, Deputy Director of Customer Experience & External Affairs *LW*
MEETING DATE: December 11, 2024
DATE: November 27, 2024

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.

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

SUMMARY:

Tacoma Public Utilities continues to need general and specific assistance with Congress and executive agencies on issues regarding power, water, rail, and other utility matters. The contractor has provided such services satisfactorily since 2008 and should be continued. The assigned lobbyists have developed contacts and relationships with our subject matter experts and have special relationships with Congressional offices and staffs. The professional services here were originally retained pursuant to competitive solicitations under TMC §1.06.256.

BACKGROUND:

November 15, 2008 – June 2009	\$ 49,900
July 2009 – December 2009	\$ 31,000
January 2010 – December 2010	\$104,500
January 2011 – December 2012	\$209,000
January 2013 – December 2014	\$182,660
January 2015 - December 2016	\$210,000
January 2017 – December 2018	\$215,400
January 2019 – December 2020	\$215,400
January 2021 – December 2022	\$215,400
January 2023 – December 2024	\$226,176
January 2025 – December 2025	\$115,915.20



Board Action Memorandum

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

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

Legislative contract services are billed out to TPU business units. It is our understanding that the contract amount is covered by requested budget.

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

ATTACHMENTS:

2024 – Board Action Memorandum, Amendment 2 for approval
2022 – Amendment 1
2020 – Authorization of Direct Negotiation, Professional Services Contract
2018 - Resolution U-11049 and supporting documentation, including Board Action Memorandum and Authorization of Direct Negotiation

CONTACT:

Primary Contact:

LaTasha Wortham
Deputy Director of Customer Experience and External Affairs
Cellular 253.753.6858

Presenter (if different from primary contact):

AMENDMENT NO. 2 TO CONTRACT

THIS AMENDMENT is made and entered into effective as of 31st day of December, 2024, ("Effective Date"), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter called the "CITY") and GORDON THOMAS HONEYWELL GOVERNMENTAL AFFAIRS (hereinafter called "CONSULTANT").

WHEREAS the CITY and CONSULTANT entered into a directly negotiated Contract for Professional Services for Federal Governmental Affairs (Contract), with an effective date of December 30, 2020 for the purpose of providing public affairs services as is more specifically described in Exhibit A to the Contract, in the not to exceed amount of \$215,400; to be paid at the monthly rate of \$8,875 and with a termination date of December 31, 2022; and

WHEREAS effective December 31, 2022, the CITY and CONSULTANT entered into Amendment No. 1 to the Contract in order to further supplement the Scope of Work set forth in Exhibit A to include additional services or deliverables as is shown on Exhibit A-1 and to further extend the time for performance and termination date from December 31, 2022 to December 31, 2024 and to correspondingly increase the compensation under the Contract by \$226,176 from \$215,400 for a new not to exceed amount of \$441,576 to be paid in accordance with Exhibit A-1; and

WHEREAS in recognition of CITY'S ongoing need for services under the Contract the CITY and CONSULTANT desire to amend the Contract in order to further extend the time for performance and termination date from December 31, 2024 to December 31, 2025, and to correspondingly increase the monthly compensation under the Contract from \$9,424 to \$9,659.60 for a new not to exceed amount of \$557,491.20 to be paid in accordance with Exhibit A-1; and

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

1. The time for performance and termination date of the Contract is hereby extended from December 31, 2024, to December 31, 2025.
2. The sum authorized for services under the Contract is hereby increased by \$115,915.20 from \$113,088 for a new not to exceed amount of \$557,491.20, to be paid at the monthly rate of \$9,659.60.
3. All other terms of the Contract, together with all Exhibits, are hereby ratified and shall remain in full force and effect, unaltered by this Amendment.

Should this Amendment be executed after the Effective Date noted above, all terms and conditions herein shall operate retroactively to Effective Date.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Amendment, 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 Amendment for and on behalf of Contractor.

CITY OF TACOMA:

CONSULTANT:

Signature:

Signature:

Name:

Name:

Title:

Title:

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

Director of Finance: _____

Deputy/City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

EXHIBIT "A-1"

SCOPE AND SCHEDULE OF WORK

Scope of Work:

General Duties

- Monitor relevant federal policymaking processes and proactively share information with TPU staff.
- Track and analyze all relevant federal legislation and regulations.
- Consistent with TPU's legislative policies and legislative agenda, advocate Tacoma Public Utilities' position with Administration officials, Members of Congress and congressional staff on federal legislation and regulations.
- Monitor federal government legislation and regulations highlighted by Tacoma Public Utilities' national trade association partners and other allied organizations at the federal level, including attending meetings and briefings sponsored by these groups.
- Advocate, when appropriate, for Tacoma Public Utilities' position within Tacoma Public Utilities' national trade association partners or within other allied organizations.
- Proactively identify, analyze opportunities and aggressively pursue federal funding for Tacoma Public Utilities.
- Legislative reports: Draft legislative reports as requested, not less than monthly. When Congress is in recess, these reports may have less content due to less formal federal activity.
- Prepare support documents, such as collecting data and drafting whitepapers.
- Schedule meetings as necessary between Tacoma Public Utilities' officials and Administration officials, Members of Congress, and congressional staff.
- Coordinate briefings with the government relations leadership to brief executives and staff on federal policy items of interest not less than twice annually. Coordination and scheduling of these briefings/visits should allow enough time to adequately coordinate with executive-level schedules.
- Coordinate with TPU staff on briefings or visits by executive branch officials, Members of Congress or key congressional staff to TPU facilities with the goal of having at least four such visits annually.
- Work with and at the direction of the Deputy Director and the government relations leadership on all governmental affairs assistance services.

Specific Lobbying Duties

Track, report, recommend, analyze, and advocate on the following:

- Tacoma Rail issues - including tax incentives for rail, hazardous materials transport legislation and regulations, short-line rail legislation and regulations, implementation of freight provisions, as well as anticipated future transportation authorization legislation, infrastructure programs and other issues.

- Electric power issues - including carbon emissions, resource portfolio requirements, transmission, the Columbia River Treaty, Bonneville Power Administration cost competitiveness, electric vehicle charging infrastructure, hydrogen wind and solar power, FERC regulations, and other issues.
- FCC and telecommunications issues, and small wireless facility deployments – pole attachments.
- Drinking water Issues, including the Howard Hanson Dam Additional Water Storage Project, emerging grant programs for water infrastructure, federal clean water standards and regulations, remediate contamination caused by PFAS.
- Implementation of the existing surface transportation legislation and other federal initiatives related to surface transportation issues.
- Implementation and reauthorization of the DWSRF, WIFIA, and WRDA.
- Tacoma Public Utilities-wide issues, including cybersecurity legislation and regulations and proposed changes to the status of tax treatment of municipal bond interest.
- Pursue funding opportunities for the benefit of Tacoma Public Utilities.
- Other issues assigned to the Consultant by the Deputy Director and the government relations leadership.

Coordination

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

AMENDMENT NO. 1 TO CONTRACT

THIS AMENDMENT is made and entered into effective as of December 31, 2022, ("Effective Date"), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter called the "CITY") and GORDON THOMAS HONEYWELL GOVERNMENTAL AFFAIRS (hereinafter called "CONSULTANT").

WHEREAS the CITY and CONSULTANT entered into a directly negotiated Contract for Professional Services for Federal Governmental Affairs (Contract), with an effective date of December 30, 2020 for the purpose of providing public affairs services as is more specifically described in Exhibit A to the Contract, in the not to exceed amount of \$215,400, to be paid at the monthly rate of \$8,975 and with a termination date of December 31, 2022; and

WHEREAS in recognition of CITY's ongoing need for the services under the Contract the CITY and CONSULTANT desire to amend the Contract to supplement the Scope of Work set forth in Exhibit A to include additional services or deliverables as is shown on Exhibit A-1 and to extend the time for performance and termination date from December 31, 2022 to December 31, 2024 and to correspondingly increase the compensation under the Contract by \$226,176 from \$215,400 for a new not to exceed amount of \$441,576 to be paid at the updated monthly rate of \$9,424; and

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

1. The Scope of Work, authorized under Exhibit A to the Contract, is hereby amended and supplemented to include the services and deliverables described in Exhibit A-1 attached to this Amendment and incorporated herein.
2. The time for performance and termination date of the Contract is hereby extended from December 31, 2022 to December 31, 2024.
3. The sum authorized for services under the Contract is hereby increased to \$226,176 from \$215,400 for a new not to exceed amount of \$441,576, to be paid at the updated monthly rate of \$9,424.
4. All other terms of the Contract, together with all Exhibits, are hereby ratified and shall remain in full force and effect, unaltered by this Amendment.

Should this Amendment be executed after the Effective Date noted above, all terms and conditions herein shall operate retroactively to Effective Date.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Amendment, 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 Amendment for and on behalf of Contractor.

CITY OF TACOMA:

CONTRACTOR:

Signature:  DocuSigned by:
BD8D15F89A9447B...

Name: Jacqueline Rhea Flowers


Title: Director of utilities


Signature:  DocuSigned by:
083183551D08455

Name: DALE LEARN


Title: Managing Partner, Federal Affairs

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

Director of Finance:  Andrew Cherullo

Deputy/City Attorney (approved as to form):  Martha Lantz

Approved By:  Clark Brunkow-Mather

Approved By:  James D Sant

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

EXHIBIT "A-1"

SCOPE AND SCHEDULE OF WORK

Scope of Work:

General Duties

- Monitor relevant federal policymaking processes and proactively share information with TPU staff.
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- Coordinate with TPU staff on briefings or visits by executive branch officials, Members of Congress or key congressional staff to TPU facilities with the goal of having at least four such visits annually.
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- Tacoma Rail issues - including tax incentives for rail, hazardous materials transport legislation and regulations, short-line rail legislation and regulations, implementation of freight provisions, as well as anticipated future

transportation authorization legislation, infrastructure programs and other issues.

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2020



City of Tacoma

Date: December 28, 2020

To: Jackie Flowers, Director of Utilities/CEO

From: Clark Mather, Community and Government Relations Manager
Public Affairs and Communications

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

For your review and recommendation.

In accordance with TMC 1.06.256 (B), Public Affairs and Communications--Community and Government Relations, requests a waiver of the competitive solicitation process and authorization to directly negotiate with Gordon Thomas Honeywell Governmental Affairs – **Federal**, Tacoma, WA, for professional services in the amount of \$215,400. Community & Government Relations Manager, Clark Mather, recommends that the contract include a provision allowing the Director of Utilities to exercise her authority under Tacoma Municipal Code § 1.06.269 to add to terms and compensation if needed.

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 \$500,000 without City Council or Public Utility Board approval as appropriate.

EXPLANATION: TPU is in need of additional advocacy assistance with federal policymakers. This is an ongoing, priority project.

JUSTIFICATION FOR DIRECT NEGOTIATION:

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

The contractor has provided essential assistance on a wide array of federal issues. In addition, there is an ongoing and important need for the services, which are specially tailored to meet our federal advocacy goals. This contractor has unique relationships with congressional staff, and special contacts and expertise to assist us in these services. Retention of this contractor is in the best interests of the City.

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.

No. The contractor has provided such services satisfactorily since 2007, and services should be continued. This contract provides Tacoma Public Utilities advocacy assistance with Congress and executive branch agencies.



City of Tacoma

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

None. This contractor has special contacts and expertise to continue satisfactorily delivering these services. The contractor has assigned staff support to deal with issues concerning Power, Water, and Rail. Retention of this contractor is in the best interests of the City.

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

Contract amount has remained the same for 4 years and will continue through December 31, 2022.

FUNDING: Funds are available in the Deputy Director's 2021/2022 biennial budget under cost center 575701.

EIC COMPLIANCE: The Department/Division has checked the [City of Tacoma Small Business Enterprise \(SBE\) and Equity in Contracting \(EIC\) website](#) for opportunities to contract with SBE/EIC firms on Date Completed. **Not applicable.**

Choose an item.

PROJECT COORDINATOR: Clark Mather, Community and Government Relations Manager, PAC, 253.260.0440

CONTRACT FOR PROFESSIONAL SERVICES Federal Governmental Affairs

THIS AGREEMENT made and entered into this 30th day of December, 2020, by and between the City of Tacoma, Department of Public Utilities, a municipal corporation of the state of Washington (hereinafter referred to as "TPU"), and Gordon Thomas Honeywell Governmental Affairs (hereinafter referred to as "CONSULTANT");

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

I. Scope and Schedule of Work.

- A.** The CONSULTANT agrees to perform the public affairs services described in Exhibit "A," attached hereto and incorporated herein.
- B.** All obligations and services of the CONSULTANT undertaken pursuant to this Agreement shall be performed diligently and completely in accordance with professional standards of conduct and performance.
- C.** All work shall be satisfactorily completed in accordance with the scope of services on or before December 31, 2022.

II. Compensation and Payment.

- A.** The CITY shall pay the CONSULTANT as sole compensation for the services performed under this contract, the amount of \$8,975 per month during the months from January 1, 2021, through December 31, 2022. No expenses shall be separately charged for this contract.
- B.** The total compensation to be paid the CONSULTANT for services provided shall not exceed \$215,400. Such payment shall be the total compensation for all work performed under this Agreement, including, but not limited to, all labor, materials and supplies, incidental expenses, subcontractor's fees, reimbursable expenses, and equipment expenses. However, the Director may exercise their authority under Tacoma Municipal Code §1.06.269 to add to terms and compensations if needed (in an amount not to exceed \$25,000).
- C.** The CONSULTANT shall be paid monthly on the basis of invoices submitted. The CONSULTANT shall submit an original written invoice, with necessary and appropriate documentation, as determined by TPU, for work completed during the previous month.
- D.** Payment shall be made through TPU's ordinary payment process and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

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

III. Termination of Agreement.

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

IV. Rights in Data and Publications.

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

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

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

V. Contract Administration and Management.

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

VI. Independent Contractor Status.

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

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

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

VII. Indemnification.

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

VIII. Non-discrimination.

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

IX. Conflict of Interest.

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

X. Interpretation and Venue.

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

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

CITY OF TACOMA:

CONTRACTOR:

By: ^{DocuSigned by:}
Jacqueline Rhea Flowers
BD8D15F89A9447B...

By: ^{DocuSigned by:}
Tim Schellberg
424A484A2B0D47D...

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

Director of Finance: ^{DS} *AC* Andrew Cherullo

City Attorney (approved as to form): ^{DS} *ML* Martha Lantz

Approved By: ^{DS} *CK* Carolyn Kors

Approved By: ^{DS} *CB* Clark Brunkow-Mather

Approved By: ^{DS} *JDS* James D Sant

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

EXHIBIT "A"

SCOPE AND SCHEDULE OF WORK

Scope of Work:

General Duties

- Monitor relevant federal policymaking processes and proactively share information with TPU staff.
- Track and analyze all relevant federal legislation and regulations.
- Advocate Tacoma Public Utilities' position with Administration officials, Members of Congress and congressional staff on federal legislation and regulations.
- Monitor federal government legislation and regulations highlighted by Tacoma Public Utilities' national trade association partners and other allied organizations at the federal level, including attending meetings and briefings sponsored by these groups.
- Advocate, when appropriate, for Tacoma Public Utilities' position within Tacoma Public Utilities' national trade association partners or within other allied organizations.
- Pursue and support federal funding opportunities for Tacoma Public Utilities.
- Legislative reports: Draft legislative reports as requested, not less than monthly.
- Prepare support documents, such as collecting data and drafting whitepapers.
- Schedule meetings as necessary between Tacoma Public Utilities' officials and Administration officials, Members of Congress, and congressional staff.
- Coordinate briefings with the Community and Government Relations Manager to brief executives and staff on federal policy items of interest not less than twice annually.
- Coordinate with TPU staff on briefings or visits by executive branch officials, congressional members or staff to TPU facilities with the goal of having at least two such visits annually.
- Work with and at the direction of the Deputy Director and the Community and Government Relations Manager on all governmental affairs assistance services.

Specific Lobbying Duties

Track, report, recommend, analyze, and advocate on the following:

- Tacoma Rail issues - including tax incentives for rail, hazardous materials transport legislation and regulations, short-line rail legislation and regulations, implementation of freight provisions, as well as anticipated future transportation authorization legislation, possible infrastructure packages and other issues.
- Electric power issues - including carbon emissions, resource portfolio requirements, transmission, the Columbia River Treaty, Bonneville Power

Administration, electric vehicle charging infrastructure, wind and solar power, FERC regulations, and other issues.

- FCC and telecommunications issues, and small wireless facility deployments – pole attachments.
- Drinking water Issues, including the Howard Hanson Dam Additional Water Storage Project, emerging grant programs for water infrastructure, federal clean water standards and regulations, remediate contamination caused by PFAS.
- Reauthorization and implementation of the pending surface transportation bill.
- Implementation and reauthorization of the DWSRF, WIFIA, and WRDA.
- Tacoma Public Utilities-wide issues, including cybersecurity legislation and regulations and proposed changes to the status of tax treatment of municipal bond interest.
- Pursue funding opportunities for the benefit of Tacoma Public Utilities.
- Other issues assigned to the Consultant by the Deputy Director and the Community and Government Relations Manager.

Coordination

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) of every tier performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

CG 20 37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide .
www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.
- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma 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.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

4. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

4.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

4.2 Workers' Compensation

4.2.1 Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

4.3 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

4.4 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

MC Policy No. 98 GY1097 9

TONY BROOKS INS AGENCY I

CMP-4787
Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CMP-4787 WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 98 GY1097 9

Named Insured:

Gordon Thomas Honeywell
Governmental Affairs LLC

Name And Address Of Person Or Organization:

City of Tacoma
PO Box 11007
Tacoma WA 98411-0007

The following is added to Paragraph **10.b.** of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

CMP-4787

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SECTION II ADDITIONAL INSURED ENDORSEMENT

Policy No. 98-GY-1097-9

Named Insured:

GORDON, THOMAS, HONEYWELL
GOVERNMENTAL AFFAIRS LLC
C/O TIM SHELLBERG
1201 PACIFIC AV STE 2100
TACOMA WA 98402-4314



Additional Insured (include address):

CITY OF TACOMA
PO BOX 11007
TACOMA WA 98411-0007

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of your work performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or suit brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

Primary Insurance. The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other provisions of the policy apply.

2018



RESOLUTION NO. U-11049

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

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

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

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

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

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

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

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

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

Approved as to form and legality:

Chair

[Handwritten Signature]

Chief Deputy City Attorney

Secretary

Clerk

Adopted _____

Request for Board meeting

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

of December 12, 2018

REQUEST FOR RESOLUTION

Date: November 26, 2018

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

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

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

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

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

3. Summarized reason for resolution:

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

4. Attachments:

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

5.



Funds available



Proposed action has no budgetary impact

6. Deviations requiring special waivers:

Originated by:



Section Head

Requested by:

Jim Sant
Deputy Director of Public Affairs &
Communications



Division Head

Approved:



Director of Utilities

MEMORANDUM



TO: Jackie Flowers, Director of Utilities/CEO

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

DATE: November 26, 2018

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

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

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

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

Contract History:

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

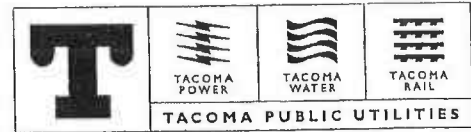
The proposed contract would extend this contract for the next biennium.

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

APPROVED:


Jackie Flowers
Director of Utilities/CEO

MEMORANDUM



Date: November 26, 2018

To: Jackie Flowers/Director of Utilities/CEO

From: Jim Sant, Deputy Director for Public Affairs

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

For your review and recommendation.

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

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

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

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

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

HUB COMPLIANCE: Not applicable.

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



Jim Sant, Deputy Director for Public Affairs

11/26/18
Date

AUTHORIZED:



Jackie Flowers, Director of Utilities/CEO

11/26/18
Date

cc: Debbie Seibert, Finance/Purchasing

**CONTRACT FOR PROFESSIONAL SERVICES
Federal Governmental Affairs**

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

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

I. Scope and Schedule of Work.

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

II. Compensation and Payment.

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

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

III. Termination of Agreement.

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

IV. Rights in Data and Publications.

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

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

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

V. Contract Administration and Management.

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

VI. Independent Contractor Status.

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

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

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

VII. Indemnification.

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

VIII. Non-discrimination.

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

IX. Conflict of Interest.

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

X. Interpretation and Venue.

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

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

CITY OF TACOMA

**GORDON THOMAS HONEYWELL
GOVERNMENTAL AFFAIRS**

Jim Sant
Deputy Director for Public Affairs &
Communications

Tim Schellberg, President

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

Andrew Cherullo
Finance Director

Tax ID #: 20-5719042

Approved as to form:

Tom Morrill
Chief Deputy City Attorney

Approved:

Jackie Flowers
Director of Utilities/CEO

EXHIBIT "A"

SCOPE AND SCHEDULE OF WORK

Scope of Work:

General Duties

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

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

Specific Lobbying Duties

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

Coordination

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