SAP Contract No.	
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PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, made and entered into effective this 10th day of September, 2013, by and between the **CITY OF TACOMA**, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **MOSS ADAMS LLP**, a limited liability partnership., (hereinafter referred to as "CONTRACTOR");

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

1. Scope of Services/Work

- **A.** The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit A attached hereto and incorporated herein.
- **B.** Changes To Scope of Work. The CITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

2. Term

- **A.** All services shall be satisfactorily completed on or before December 31, 2017 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- **B.** Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

3. Compensation and Payment

A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract as follows:

Check ONLY one:

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On the basis of Time forth in Exhibit	and Materials according to the rates and charges set .
In accordance with E	Exhibit A.
At the rate of \$	per hour.

- **B.** The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$1,196,000 (see Exhibit A) without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- C. The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit B, for services completed and/or deliverables furnished during the previous month. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.
- **D.** Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- **E.** The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.
- **F.** All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- G. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

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4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- **B.** The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Professional Services Warranty

- A. In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.
- **B.** CITY acknowledges that the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification in performance of this contract.

6. Contract Administration and Right to Audit

A. The Finance Department/Utilities Accounting Division for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

- **B.** The CONTRACTOR shall, at such times and in such form as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY's request, the Contractor shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY's inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under this Contract.

7. Records Retention

The CONTRACTOR shall maintain records with respect to all matters covered by this Contract as follows: (a) at the conclusion of this Contract, CONTRACTOR will return to CITY all original records CITY supplied to CONTRACTOR; (b) CITY's records are the primary records for CITY's operations and comprise the backup and support for the results of this Contract; (c) CONTRACTOR's records and files, including CONTRACTOR's workpapers, whether kept in paper or electronic media, are CONTRACTOR's property and are not a substitute for CITY's own records; and (d) except as set forth above, CITY agrees that CONTRACTOR may destroy paper original and copies of any documents, including without limitation, correspondence, agreements, and representation letters and retain only digital images thereof.. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of seven (7)) years after receipt of the final payment under this Contract or termination of this Contract.

8. Notices

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

CITY	CONTRACTOR
Andy Cherullo	Julie Desimone
747 Market Street Room 132	1301 A Street Suite 600
Tacoma, WA 98402	Tacoma, WA 98402
Phone (253)591-5805	Phone (503)242-1447
Facsimile (253)591-5757	Facsimile
E-mail acherullo@cityoftacoma.org	E-mail Julie.desimone@mossadams.com

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9. Termination and Suspension

- A. Either party may terminate this Contract at any time, with or without cause, by giving ten (10) business days written notice to the other party. In the event of termination, (a) Contractor will stop providing Services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination; (b) City shall pay Contractor for work and services provided and expenses incurred through the effective date of termination not to exceed the total compensation set forth herein; (c) all finished reports prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY; and (d) neither party shall be liable to the other for any damages that occur as a result of Contractor ceasing to render services.
- **B.** The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- **C.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

10. Taxes, Licenses and Permits

- A. The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.
- **B.** In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY 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

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- imposed by City ordinance. Any such payments shall be deducted from the CONTRACTOR's total compensation.
- C. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

11. Indemnification

- **A.** The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract and caused by CONTRACTOR's negligence, errors and omissions, willful misconduct, breach of warranty(ies), and /or breach of contract(s); provided that this provision shall not apply to the extent that damage or injury results from the fault, negligence, or intentional misconduct 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 CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C. In the event of a claim for which CITY may seek indemnification hereunder, CITY shall provide CONTRACTOR with prompt written notice of such claim and cooperate with CONTRACTOR in handling the claim. The CONTRACTOR shall be entitled to control the handling of such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing; so long as any settlement which implicates the CITY's rights or responsibilities shall require the CITY's express prior written authorization, to be evaluated and determined in the CITY's sole discretion.
- D. Notwithstanding anything in this Contract to the contrary, the CONTRACTOR's obligations set forth in subsections 11.A-C above shall not apply to any liability, loss, expense, or claims for damages arising in whole or in part out of the acts of CITY, its officials, employees, or agents or the failure on the part of CITY, its officials, employees, or agents to perform any such acts. Such acts include, by

way of example and not by way of limitation, the following, all of which are acknowledged by CITY to be CITY's responsibility:

- 1) Selection and application of appropriate accounting principles;
- 2) Implementation of new accounting pronouncements;
- 3) Maintenances of adequate books and records;
- 4) Maintenance of accounting and administrative control over the CITY's revenues, obligations, expenditures, assets and liabilities;
- 5) Execution of transactions in accordance with management's authorization and the proper recording thereof;
- 6) Preparation of the CITY's financial statements in accordance with generally accepted principals or other appropriate basis of accounting, in particular those for Power, Water, Wastewater, Surface Water, and Solid Waste Management funds;
- 7) Establishment and maintenance of a system of internal controls over the CITY's activities;
- 8) Compliance with applicable laws, rules, regulations, grants, contracts and federal award programs;
- 9) Safeguarding of assets;
- 10) Provision to the CONTRACTOR of access to, and/or copies of, accurate and complete records, documentation and other data and information required for the performance by the Contractor of its services hereunder;
- 11)Provision of written representations and assertions about the CITY's financial statements, in particular those for Power, Water, Wastewater, Surface Water and Solid Waste Management, and other matters at the CONTRACTOR's request.

From time to time, the CITY may provide the CONTRACTOR with Representation Letters for the purpose of acknowledging and confirming representations made by the CITY, and the CONTRACTOR will rely on these letters in the course of providing services to the CITY under this contract. The CITY agrees to release and indemnify CONTRACTOR and its partners and employees for all claims, liabilities and expenses related to negligent or intentional misrepresentation by the CITY in its Representation Letters.

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

12. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the following insurance coverage:

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- **A.** Workers' Compensation and employer's liability --statutory limits.
- **B.** Commercial General Liability --\$1,000,000 single limit combined for personal injury, property damage; \$2,000,000 aggregate.
- **C.** Automobile public liability and property damage--\$1,000,000 single limit combined for bodily injury and property damage.
- **D.** Professional liability or errors and omissions --\$1,000,000 combined single limit for errors and omissions resulting in monetary loss normally covered by professional liability insurance.

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

13. Nondiscrimination

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

14. Conflict of Interest

No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and

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obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

15. City ownership of Work/Rights in Data and Publications:

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

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B. The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

16. Public Disclosure

- A. This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements of sub-section B herein, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.
- **B.** If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

17. Duty of Confidentiality

- **A.** CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- **B.** Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall <u>not</u> without prior written

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authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

- C. The CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.
- D. The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- **E.** This Section shall survive for six (6) years after the termination or expiration of this Contract.
- **F.** CONTRACTOR shall ensure that the text of this Section is included in each subcontractor's contract pertaining to the Scope of Services hereunder.

18. Dispute Resolution

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

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19. Miscellaneous Provisions

- A. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- **B.** <u>Assignment</u>. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- **C.** No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- **D.** <u>Waiver</u>. A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- E. <u>Severability and Survival</u>. If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- **F.** Entire Agreement. This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- **G.** <u>Modification.</u> No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.

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H. <u>Authority to enter into this Contract.</u> The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Contractor.

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

CITY OF TACOMA	MOSS ADAMS, LLP
T.C. Broadnax, City Manager	Printed Name:
Andrew Cherullo, Director of Finance	Title:Address:
Approved as to Form:	
	City/State/Zip
Deputy City Attorney	- Tax ID: _
Approved:	
Debbie Dahlstrom, Risk Manager	-
Attest:	
Doris Sorum, City Clerk	-
Dono Corain, Only Clork	

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EXHIBIT "A"

SCOPE OF WORK

Prepare standard form audit reports for Tacoma Power, Tacoma Water, Tacoma Rail, Sewer and Solid Waste Management after examining each component unit's financial statements and related records for each of the five years ending December 31, 2013 through 2017, with the option to renew the contract three additional one-year terms. The audit reports shall include a signed opinion, Statement of Net Position, Statements of Revenues, Expenses, and Changes in Net Position, Statements of Cash Flows and accompanying Notes to the financial statements. The Finance Department must receive the audit report no later than five (5) days following the completion of final field work.

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

Prepare and submit a management letter to the Finance Department no later than five days following the audit report. The management letter shall report all significant opportunities for realistically improving internal controls of divisions' and procedures which are discovered or observed by the auditor in the course of the audit.

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

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

Compensation: The total compensation for the term of this contract shall not exceed \$1,196,000. The total compensation for each component of the audit shall not exceed the amounts listed in the table below:

	Power	Water	Rail	Sewer	Solid Waste	Total
2013	\$65,000	\$58,000	\$43,000	\$36,000	\$23,000	\$225,000
2014	67,000	61,000	44,000	37,000	23,000	232,000
2015	69,000	62,000	46,000	38,000	24,000	239,000
2016	72,000	64,000	47,000	39,000	24,000	246,000
2017	74,000	66,000	48,000	41,000	25,000	254,000

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EXHIBIT "B"

INVOICE

This form is intended to illustrate the information the City of Tacoma needs to process Contract payments. The City of Tacoma prefers that CONTRACTOR use its own standard business invoice forms so long as they include the following information. CONTRACTORS who do not have a standard business invoice form may use this form as their invoice. Your cooperation in providing the information we are requesting will ensure prompt processing of your payments.

I HEREBY REQUEST PAYMENT FOR THE FOLLOWING ITEMIZED SERVICES AND/OR PRODUCT DELIVERABLES:

Services (Describe): Deliverables (Describe	e):				
AS PER CONTRACT	No.:	AMOUNT DUE:			
		RRECT AND JUST AND THAT PAYMEN' ES IDENTIFIED HAS NOT BEEN			
BY: SIGNATURE:		DATE SIGNED:			
TITLE:		_			
ORGANIZATION NAI	ME:				
FEDERAL TAX ID No	o. or SS No.:				
TELEPHONE NUMBE PLEASE REMIT PAY	ER:	Address of Contractor)			
I Attest and Certify that all Services and/or Deliverables identified in this Invoice have been performed and/or supplied.					
		Contract Administrator Signature			
City Dent/Division:	Finance Department	-			

Contact Name: **Andrew Cherullo**

Phone: 253-253-591-5805 253-253-591-5757 Fax:

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Professional Services Contract City of Tacoma/Moss Adams, LLP

Form Date: 6/2010