

TACOMA LINK JOINT OPERATING AGREEMENT

THIS Operating Agreement, effective the 9th day of December, 2011 (the "Effective Date"), is between the City of Tacoma ("City") and the Central Puget Sound Regional Transit Authority ("Sound Transit"), collectively the "Parties", and is intended to set forth the agreement of the Parties regarding joint operations and use of and within the portion of the public right-of-way of the City in which the Sound Transit LINK Passenger Rail System is authorized to operate.

WITNESSETH:

RECITALS

WHEREAS, the City is a first-class City operating under the laws of the state of Washington; and

WHEREAS, Sound Transit is a governmental entity vested with all powers necessary to implement a high capacity transportation system within its boundaries in King, Pierce, and Snohomish counties, as provided in RCW Chapters 81.104 and 81.112; and

WHEREAS in April of 2001, Sound Transit accepted the terms and conditions of a right-of-use agreement (Tacoma City Ordinance 26749), authorizing Sound Transit to construct, operate, maintain, and own a passenger rail system in, upon, and along the public right-of-way of the City (hereafter the "Right-of-Use Agreement"); and

WHEREAS the Right of Use Agreement sets forth in general the terms and conditions by which the Parties will jointly operate within and use the public right-of-way in which the Sound Transit LINK Passenger Rail System is authorized to operate within; and

WHEREAS the Right-of-Use Agreement is being amended concurrently with this agreement, such that the Parties will enter into the First Amended Right of Use Agreement; and

WHEREAS the Parties entered into an Interim Operating Procedures Memorandum of Understanding ("Interim Operating Procedures") in August of 2003 to supplement the Right-of-Use Agreement with additional terms and conditions related to joint operation and use of the public right-of-way; and

WHEREAS, the Parties contemplated entering into a permanent operating agreement, which would replace and supersede the Interim Operating Procedures; and

WHEREAS, effective July of 2004 the Parties entered into the First Amendment to the Interim Operating Procedures for the purpose of extending the term of the Interim Operating Procedures to automatically renew for an additional ten one-year terms, through July of 2014; and

WHEREAS, the Parties now wish to enter into a permanent Operating Agreement.

ORIGINAL

NOW THEREFORE the Parties agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS: The Parties agree that the above stated recitals are true and accurate and are incorporated into this Operating Agreement as though fully set forth herein.

2. DEFINED TERMS: Any terms used herein that are defined in the Right-of-Use Agreement shall, where capitalized, have the same meaning as given in the Right-of-Use Agreement except where otherwise defined herein. In addition, the following terms shall have the meaning as defined herein:

2.1 Emergency. "Emergency" shall mean an imminent threat or harm to persons or property which requires immediate action to prevent the harm.

2.2 Roadway Disruption. A "Roadway Disruption" is defined as any planned or unplanned delay of automobiles.

2.3 Track Line Disruption. A "Track Line Disruption" is defined as any planned or unplanned delay of Link Rail trains. Additionally, the Link Rail track is considered disrupted when the operation, including equipment, barriers and flagging, encroaches within 5 ft. from the nearest rail track or within 10 feet of the overhead catenary system ("OCS").

2.4 Rail Safety Zone. The "Rail Safety Zone" is defined as an area that includes the rail track line plus 5 ft. on either side of the rail tracks or within 10 feet of the OCS. When two separate track lines are in the same right-of-way section, then the Rail Safety Zone will include the area between the two track lines in addition to the 5 ft. zone outside the tracks.

2.5 Track Line. "Track Line" shall mean the track over which the LINK Passenger Rail System operates within the Right-of-Use Area.

3. INTENT AND RELATIONS: The purpose of this Operating Agreement is to define the day-to-day operating procedures within the Right of Use Area between Sound Transit, City of Tacoma Public Works and the various City of Tacoma Utilities. This Operating Agreement shall not supersede or take precedence over any term or condition of the Right-of-Use Agreement and shall be governed thereby. In the event of a conflict between this Operating Agreement and the Right-of-Use Agreement, the Right-of-Use Agreement shall control.

The Parties intend that this Operating Agreement shall govern and control joint operations within the Public Rights-of-Way and Right of Use Area consistent with the Right-of-Use Agreement.

Nothing in this Operating Agreement is intended to or shall be construed to require that the City exercise its discretionary authority under its regulatory Ordinances to either further a Sound Transit project or operation, nor bind the City to do so, or shall anything in this Operating

Agreement be construed as a waiver of the City's rights under its police powers. Further, nothing in this Operating Agreement shall operate to relieve Sound Transit from its obligation to obtain any permits required for work to be done within the Public Right-of-Way or the Right-of-Use Area. Nonetheless, the City acknowledges the importance of Tacoma Link and will act in good faith to cooperate with Sound Transit to ensure system reliability and public safety.

4. NOTICE OF DISRUPTIONS.

4.1 Notification of a Track line or Street Disruption: Attached hereto as **Exhibit "A"** is a "Contact List" for names and phone numbers of persons to be notified in the event of an emergency or planned track line or street disruption.

4.2 Emergency Operations. The entity responding to an Emergency will notify the affected Right-of-Way occupant(s) as soon as possible after notice or becoming aware of the Emergency in order to coordinate the collective response activities.

4.3 Notice for Non-Emergency Disruptions of a Vehicular Lane and/or Track Line. Each Party shall give notice to the other Party through their designated representatives as soon as practical but no later than the following:

4.3.1 Ten Minute Disruptions. For planned projects or operations that will impact the Rail Safety Zone or Public Right-of-Way to cause a Track Line Disruption or Roadway Disruption for less than ten (10) minutes, advance notification of thirty (30) minutes is required. All such Roadway or Track Line Disruptions must be limited to ten (10) minutes, except for Emergency Operations. The required flagging and traffic control signage must be utilized. Flaggers will carry and monitor a Sound Transit communications device if occupying the Rail Safety Zone.

4.3.2 Less Than One Day of Disruption. For planned projects or operations that will result in Track Line Disruption or Roadway Disruption of less than one day, advance notification of five (5) business days shall be required.

4.3.3 More Than One Day of Disruptions. For planned projects or operations that will result in Track Line Disruption or Right-of-Way Disruption exceeding one (1) day, advance notification of Ten (10) business days shall be required.

4.4 Work Plan. For any work performed pursuant to Section 4.3.2. and 4.3.3. herein, a work plan must be submitted, coordinated and scheduled with all of the supervisors of the entities with impacted infrastructure.

5. TRAFFIC CONTROL. All entities working in the right-of-way will provide their own flagging personnel with "Washington State Traffic Control flagging" certification.

6. LOCATING SUBSURFACE EQUIPMENT BEFORE EXCAVATION. The entity performing any excavation in the Right of Use Area or Public Right of Way will call the One Call system (1-800-424-5555) for locates 48 hours (M-F) in advance of the excavation. Each City Utility and Sound Transit will be responsible for locating and marking their own underground

facilities in accordance with Washington State law as now or hereafter amended (RCW 19.122, Underground Utilities).

7. ADDITION OF CITY FACILITIES TO LINK PASSENGER RAIL SYSTEM.

7.1 Sound Transit Board Approval. The City may offer additional passenger stations, tracks, or other Facilities (“City Facilities”) to be used by Sound Transit as part of its LINK Passenger Rail System and Sound Transit may use such City Facilities with the approval of the Sound Transit Board after compliance with environmental documentation requirements, including but not limited to SEPA, and subject to the following conditions and procedures:

7.2 Environmental Documentation, Design Review and Safety Certification.

7.2.1 The City will be the nominal lead agency under SEPA and NEPA. The City must certify that it has completed all SEPA documentation before the Sound Transit Board will consider using the City Facilities.

7.2.2 The City will provide ST with the opportunity to review the City Facilities designs as necessary for compliance with ST design standards at 30 percent, 60 percent and 95 percent design. The City may not proceed to the next level of design until the previous level of design has been approved by Sound Transit.

7.2.3 Upon completion of construction of the City Facility, Sound Transit will conduct a safety and Americans with Disabilities Act (ADA) review, and assuming compliance with all safety and ADA requirements at the City’s expense. If safety issues or ADA issues are discovered, the City will resolve such issues at its expense. Operation of the City Facility cannot start until Sound Transit issues safety and ADA certifications.

7.3 Construction

7.3.1 The City Facilities shall be in designed in accordance with Sound Transit design standards and approved by Sound Transit prior to construction.

7.3.2 When City Facilities include platforms, the platforms will have customer shelters, and space and utility wiring for future ticket vending machines and “ORCA” electronic card readers or other successor fare technology.

7.3.3 The City will provide to Sound Transit a copy of as-built drawings upon completion of the initial construction of a City Facility and after any alterations.

7.4 Costs. Unless otherwise agreed, the City will bear all the following costs;

7.4.1. The City will bear all costs for the design, environmental documentation, permitting, utility relocation, construction, environmental mitigation, and operation and post construction maintenance and major repairs of any additional City Facilities, including but not limited to new stations.

7.4.2. The City will reimburse Sound Transit (within 30 days of invoice) for costs incurred during construction of City Facilities, including of new stations including but not limited to the following:

- Construction services
- Safety services
- Bus bridge for Tacoma Link passengers
- Testing

7.4.3 The City will bear future costs for the acquisition of ticket vending machines and/or electronic fare card readers (such as the region's current "ORCA" system) that may need to be installed at the City Facility in the future.

7.5. Ownership and Liability

7.5.1. Unless provided otherwise by separate agreement, the City will own the City Facilities.

7.5.2. The City will indemnify, defend, protect, and save Sound Transit harmless from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses arising or growing out of or in connection with allegations of defective design and/or construction of any City Facility.

7.5.3 Each party shall defend, indemnify and hold harmless the other party and its elected officials, employees, agents and contractors against all workers' compensation claims made by their respective employees. Each party specifically assumes potential liability for actions brought by its own employees against the other party and, solely for the purpose of this indemnification and defense, Sound Transit and the City specifically waive any immunity under the state industrial insurance law, RCW 51. THE PARTIES RECOGNIZE THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO PURSUANT TO THE PROVISIONS OF RCW 4.24.115 AND WAS THE SUBJECT OF MUTUAL NEGOTIATION.

7.6 Specific City Facilities. This Agreement may be amended as necessary to describe and reference specific City Facilities as will be offered by City.

7.6.1 Commerce Street Station. As of the effective date of this Agreement City and ST agree that a City Facility consisting of a Tacoma Link passenger station, known as Commerce Street Station, shall be added at the corner of South 11th Street and Commerce in Tacoma, Washington, subject to the above conditions and procedures for addition of City Facilities to Link Passenger Rail System.

8. OPERATING COSTS.

8.1 Costs for Project Coordination. Fees for project coordination services will not be charged between Sound Transit and the City. Fees required for issuance of permits for work in the Public Right-of-Way are not affected by this Section 8.

8.2 Train Signal Maintenance. Sound Transit will maintain the Tacoma Link Passenger Rail System within the Right of Way Area as defined in the Right of Use Agreement and as described below. The City will provide maintenance for Sound Transit Train signals, and such maintenance costs will be reimbursed by Sound Transit upon presentation by the City of a billable Work Order with supporting documentation described below. Except in the event of an Emergency and prior to performing maintenance services, the Department of Public Works will provide written notification to the Tacoma Link Duty Supervisor of the type of work to be performed and the expected labor and materials to be expended. The City of Tacoma will provide Sound Transit with a monthly report of maintenance services performed corresponding to the amounts billed on the annual Work Order. The City shall submit a properly documented invoice reflecting a purchase order number to:

Accounts Payable
Central Puget Sound Regional Transit Authority
401 South Jackson Street
Seattle, Washington 98104-2826

Sound Transit agrees to process completed invoices within the normal course of business, provided that payment shall be rendered within thirty (30) working days after receipt of the completed invoice.

8.3 Payment by City for Sound Transit Maintenance and Operation Services at City Built Stations; Major Repairs and Replacement. The City will reimburse Sound Transit for the pro rata share of all Tacoma Link operations and maintenance expenses for any Station built by the City, such as the station constructed in 2011 called the Commerce Street Station. A non-exhaustive list of such maintenance functions and related costs such as insurance and third party inspections, are attached as **Exhibit B**. Sound Transit will notify the City no later than the 30th day of June every year of the estimated cost for Tacoma Link station operation and maintenance and the City's share of such costs for the next calendar year. The City shall pay the projected pro rata share of the Station in twelve installments by the first day of every month of that year. In the event that

at the end of the calendar year the cost is greater or less than the estimated amount, the City will either pay Sound Transit, or Sound Transit will reimburse the City the difference. For repairs that are greater than ordinary maintenance, or improvements that are legally-required such as safety, security or accessibility improvements, the City shall reimburse Sound Transit for the actual cost of repairs to Passenger Stations owned or constructed by the City rather than the pro rata cost of all stations. Sound Transit shall submit a properly documented invoice to:

Chris Larson
City of Tacoma, Public Works Engineering
747 Market Street Room 520
Tacoma, WA 98402

9. RESTORATION. All equipment, structures, facilities, improvements, or other amenities in the Public Right-of-Way that are moved, disturbed, or modified by any entity will be returned promptly to its original or better condition or to the satisfaction of the owner at the expense of the party causing the change unless otherwise agreed to by the Parties and confirmed in writing.

10. FINANCIAL RESPONSIBILITY FOR AFTER HOUR SHIFTS. If Sound Transit requires that a City entity's construction and/or maintenance work be deferred to after hour shifts, then Sound Transit agrees to pay the City entity the differential cost between straight time and overtime in addition to any other necessary expenses incurred by the City entity to accommodate the work during these shifts. When the City performs work for the sole benefit of Sound Transit, Sound Transit will pay the total cost, provided that the work is requested and approved by Sound Transit. Cost bills shall be processed in accordance with the billing and payment procedures established by the City and Sound Transit under the Right of Use Agreement.

11. AS-BUILT DRAWINGS OF SYSTEM- CHANGES AND ADDITIONS. As-built drawings will be issued by each entity adding or modifying infrastructure in the right-of-way to other impacted occupants.

12. ELECTRICAL CLEARANCE PROCEDURES.

12.1 References. Tacoma Power drawing NP1971-1 and Sound Transit drawings TE-D010 and TE-D011.

12.2 High Voltage DC system. The overhead 750-volt DC Traction Power system running inside the right-of-way will be treated as a high voltage system regulated by the Washington Administrative Code (WAC 296-45).

12.3 Electrical Back Feed Is Possible. There is a possibility of high voltage electrical back-feed from the Traction Power Station. The back feed condition occurs whenever one utility source remains energized and switching occurs on Sound Transit's DC

electrical bus. A change of "on"- "off" state in part of the bus work can create a pulse of high voltage AC back-feed to the utility source that is de-energized.

12.4 Electrical Clearance. When an electrical clearance is required on that portion of Tacoma Power's 12.5kV system that feeds the Sound Transit Traction Power substation then Sound Transit will open and rack out the appropriate 3-phase 15kV AC breaker. Sound Transit and Tacoma Power will follow "Lock out - Tag out" procedures inside the Traction Power station and on Tacoma Power's 12.5kV power system.

12.5 When Returning the High Voltage System to Normal. Sound Transit's 15kV AC breaker should be closed last in the switching sequence to avoid single phasing the Traction Power station.

12.6. Single Phase Switching of the Utility Power System. When single phase switching is required on the utility 12.5kV power source that feeds the Traction Power Station, Tacoma Power will coordinate with Sound Transit to open the appropriate 3-phase-15W AC Breaker to eliminate the possibility of single phasing the station.

12.7 Rate. Tacoma Power Electric Rate Schedules are attached to this Operating Agreement as Exhibit B. Tacoma Power shall invoice Sound Transit in accordance with applicable rates for power usage in accordance with the billing procedures established by the City, Tacoma Power, and Sound Transit in Exhibit B.

13. INDEMNIFICATION. Except as specifically noted otherwise in this Operating Agreement with respect to City Facilities, the indemnification provisions of the Right-of-Use Agreement shall govern and control all work performed by the parties under the terms and conditions of this Operating Agreement.

14. INSURANCE.

14.1 General. Sound Transit agrees that, throughout the term of this Agreement, it shall at its sole expense, prior to commencement of construction and operation of its Passenger Rail System, obtain and carry adequate Commercial General Liability, Commercial Automobile, completed operations and products liability, property damage liability, workers compensation, and other insurance coverages as reasonably required by the City, except as provided below, to protect the City, its trustees, elected and appointed officers, agents, and employees against claims and damages that may arise as a result of the construction, operation, or repair of the Passenger Rail System.

14.2 Policy Limits. The City understands that Sound Transit proposes that such insurance coverage include a reasonable deductible or self-insurance retention (hereinafter referred to collectively as "self-insurance retention"). Such self-insurance retention shall be the responsibility of Sound Transit. Sound Transit understands that, but for the presence and operation of Sound Transit in the Public Rights-of-Way, the City would not be at risk whether as a result of negligence of Sound Transit or the City; therefore, property and liability insurance coverage is a substantial and reasonable benefit to the City to preserve the status quo. Furthermore, an indemnity to the City by Sound Transit currently offers limited protection to the City. In recognition of these

facts, Sound Transit agrees that the policy limits, as well as the self-insurance retention, are material terms and conditions of this Agreement and, further, that extended coverage may be required to protect the City from the limits of the Indemnity provided, pursuant to Section 14 herein. Sound Transit and the City agree, therefore, that upon execution of this Agreement, representatives of each party will meet and enter into good faith negotiations to secure mutual agreement upon self-insurance retention, extended coverage, and insurance policy coverage limits consistent with such limits for other comparable passenger rail systems.

14.3 Minimum Requirements. The parties agree that the insurance coverage required herein, shall:

- A. Provide coverage on an occurrence basis;
- B. Cover any and all costs, including defense costs, losses and damages resulting from any personal injury and/or death (including coverage under the Federal Employers Liability Act), and/or property damage;
- C. Include blanket contractual coverage, including coverage for written contracts and specific coverage for the indemnity provisions set forth in this Agreement, and completed operations and products liability coverage; provided that, there shall not be an exclusion for liability not contracted for;
- D. Have no exclusion for incidents occurring within 25 feet, or any distance, from a railroad track, or on, over, or under a railroad track; or provide Railroad Protective Liability coverage as required.
- E. Have an aggregate limit location endorsement for the Passenger Rail System;
- F. Commence and be in force and effect before any work is done under this Agreement;
- G. Be maintained in place until all of its Facilities have been removed from the Public Rights-of-Way and for six years thereafter;
- H. Have no non-standard exclusions unless approved of by the City Risk Manager;
- I. Name the City as an additional insured without limitation, pursuant to an endorsement approved of by the City's Risk Manager;
- J. Cover all liability of the City arising out of, or related to, City's performance, or nonperformance, under this Agreement, or arising out of the construction, maintenance, or operation of the Passenger Rail System, including, without limitation, any negligence of City except as it relates to design and construction defects on City Facilities;
- K. Be issued by a financially sound insurer who is authorized to do business in the state of Washington with a financial rating no less

than an "A XII" in the latest edition of "Best's Key Rating Guide," published by A. M. Best Company;

- L. Be endorsed to state that coverage under the policy shall not be suspended, voided, canceled, or amended except after 60 days prior written notice of such has been given to the City;
- M. Include a waiver of subrogation rights to the extent that any liability for costs, losses, and damages resulting from any personal injury, death, and/or property damage may be covered by the proceeds of such insurance policies except as it relates to liability arising solely out of the City's defective design or construction of City-owned Facilities as described in 14.1 above;
- N. Include an endorsement that such policy is primary and noncontributing; and
- O. Sound Transit shall, during construction of the Passenger Rail System, maintain insurance or self-insured retention in no less than the minimum amounts as specified in Sections 14.5 through 14.10 below.

14.4 Comprehensive General Liability. Comprehensive general liability insurance shall cover liability, bodily injury, and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

Bodily Injury

- a. Each Occurrence \$1,000,000
- b. Annual Aggregate \$3,000,000

Property Damage

- a. Each Occurrence \$1,000,000
- b. Annual Aggregate \$3,000,000

Personal Injury

- a. Annual Aggregate \$3,000,000

14.5 Term. Completed operations and product liability insurance shall be maintained for two years after the termination of this Agreement (in the case of the Sound Transit or Operator) or completion of the work for Sound Transit or Operator (in the case of a contractor or subcontractor).

14.6 Workers' Compensation Insurance. Workers' compensation insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees and, in the case any work is sublet, the party subletting the work shall require its contractors and subcontractors to similarly provide workers' compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the subletting party. Each party shall also maintain during the life of this Agreement employer's liability insurance. The following minimum limits must be maintained:

Workers' Compensation: Statutory

Employer's Liability: \$ 500,000 per occurrence

14.7 Commercial Automobile. Commercial automobile liability coverage shall include owned, hired, and non-owned vehicles with the following limits:

Bodily Injury

- a. Each Occurrence \$1,000,000
- b. Annual Aggregate \$3,000,000

Property Damage

- a. Each Occurrence \$1,000,000
- b. Annual Aggregate \$3,000,000

14.8 Builders All Risk Comprehensive Coverage. Each Party shall keep, or shall require its general contractor to keep, all Project components (including additional Facilities or Passenger Stations) insured for Builders All Risk Comprehensive Coverage, including earthquake, fire, and flood and to include amounts sufficient to prevent the constructing party from becoming a co-insurer under the terms of the applicable policies, but in any event in an amount not less than 100 percent of the then full "Replacement Cost," being the cost of replacing the Project components, and all fixtures, equipment, improvements, and betterments thereto.

14.9 Inadequate Insurance. If Sound Transit, its contractors, or subcontractors do not have the required insurance, the City may order such entities to stop operations until the insurance is obtained and approved.

14.10 Certificates of Insurance. Certificates of insurance, reflecting evidence of the required insurance and naming the City as an additional insured on the commercial general liability and commercial automobile policies described above, shall be filed with the City's Risk Manager. The certificate shall be filed with the acceptance of the Agreement and annually thereafter. In the event that the insurance certificate provided indicates that the insurance shall terminate or lapse during the period of the Agreement, then, in that event, Sound Transit shall furnish, at least 30 days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage has been or will be obtained prior to any such lapse or termination during the balance of the period of the Agreement.

15. GOOD FAITH AND REASONABLENESS. The Parties intend that the obligations of good faith and fair dealing apply to this Operating Agreement generally and that no negative inference be drawn by the absence of an explicit obligation to be reasonable in any portion of this Operating Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a Party being given "sole discretion" or being allowed to make a decision in its "sole judgment."

16. TERM OF AGREEMENT. This Operating Agreement shall remain in effect so long as the First Amended Right of Use Agreement, as amended or superseded, remains in effect, unless or until this Operating Agreement is terminated pursuant to the terms hereof.

16.1 Five-Year Review. Beginning in 2016, on or about each five (5) year anniversary of this Operating Agreement, Sound Transit and the City shall meet face to face, except as otherwise agreed by the Parties, to discuss the implementation of this Operating Agreement and changes that either Party believes should be made, including, but not limited to, any adjustments to fees and methods for calculating reimbursements as are contained herein. Such proposed changes shall be negotiated in good faith.

16.2 Termination. The City reserves the right to terminate this Agreement or suspend all or part of the rights and privileges pertaining to this Agreement, in the event that Sound Transit is in substantial default with this Agreement. The City must give Sound Transit 60 days written notice of the default. If Sound Transit does not cure the default, or propose a schedule for curing the default that is acceptable to the City or is impracticable to cure within 60 days, then the City may revoke or suspend the Agreement.

17. GENERAL PROVISIONS.

17.1 Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the Party or Parties may require. The Parties hereby acknowledge and agree that each was properly represented by counsel and this Operating Agreement was negotiated and drafted at arms' length so that the judicial rule of construction to the effect that a legal document and any ambiguities contained therein shall be construed and resolved against the drafting Party shall be inapplicable in the interpretation of this Operating Agreement.

The provisions of this Operating Agreement shall be construed as a whole according to their common meaning, except where specifically defined herein, not strictly for or against any Party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Operating Agreement.

17.2 Entire Agreement. This Operating Agreement, the Right-of-Use Agreement, and exhibits attached hereto contain the entire agreement between the Parties hereto as to the subject matter hereof and supersedes all prior discussions and understandings between them.

17.3 Modification of Agreement. Except as otherwise provided herein, this Operating Agreement may not be amended or rescinded in any manner, except by an instrument in writing signed by a duly authorized officer or representative of each Party hereto in the same manner as such Party has authorized this Operating Agreement.

17.4 Successors and Assigns. This Operating Agreement shall be binding upon and inure to the benefit of the, heirs, administrators, executors, successors in interest,

and assigns of each of the Parties hereto any reference in this Operating Agreement to a specifically, named Party shall be deemed to apply to any successor, heir, administrator, executor, or assign of such Party who has acquired its interest, in compliance with the terms of this Operating Agreement, or under law.

17.5 Notices. Except as otherwise provided herein, all notices which may be or are requested to be given, pursuant to this Operating Agreement, shall be deemed given when personally delivered, or when deposited in the United States Mail, postage prepaid, and marked registered or certified mail, return receipt requested, and addressed to the Parties at the following addresses unless otherwise provided for herein:

To the City: City of Tacoma
 Attn: Public Works Director
 747 Market Street, 4th Floor
 Tacoma, WA 98402

With a copy to: City Attorney
 747 Market Street, Rm. 1120
 Tacoma, Washington 98401

To Sound Transit: Sound Transit
 Attn: Link Light Rail Director
 401 South Jackson Street
 Seattle, WA 98104-2826

Either Party may change the designated party or address to which notices shall be sent by notice to the other Party.

17.6 Waiver. No waiver by any Party of any provision of this Operating Agreement, or any breach thereof, shall be of any force or effect unless in writing by the Party granting the waiver; and no such waiver shall be construed to be a continuing waiver. The waiver by one Party of the performance of any covenant, condition, or promise shall not invalidate this Operating Agreement, nor shall it be considered a waiver by such Party of any other covenant, condition, or promise hereunder. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

17.7 Severability. If any term, provision, covenant, clause, sentence, or any other portion of the terms and conditions of this Operating Agreement, or the application thereof, to any person or circumstances shall, to any extent, become null, void, invalid; or unenforceable, the remainder of this Operating Agreement or the application of such term, provision, covenant, clause, sentence, or any other portion of the terms and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in force and effect to the fullest extent permitted by law, unless rights and obligations of the Parties have been materially altered or abridged by such invalidation, nullification, voiding, or enforceability.

17.8 Applicable Law; Jurisdiction. This Operating Agreement shall be interpreted under and pursuant to the laws of the state of Washington. In the event any action is brought to enforce any of the provisions of this Operating Agreement, the Parties agree that venue shall be in the Pierce County Superior Court for the State of Washington or in the United States District Court for the Western District of Washington, at Tacoma.

17.9 No Joint Venture. It is not intended by this Operating Agreement to, and nothing contained in this Operating Agreement shall, create any partnership, joint venture, or other arrangement between Sound Transit and the City. The Parties intend that the rights, obligations, and covenants in this Operating Agreement and the collateral instruments shall be exclusively enforceable by the City and Sound Transit, their successors, and assigns. No term or provision of this Operating Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a Party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder, except as may be otherwise provided herein.


17.10 Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the state of Washington, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the state of Washington, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday in the state of Washington.

17.11 Attorneys Fees. In the event any effort or action is reasonably undertaken, whether or not a lawsuit is instituted, to enforce or interpret any provision of this Operating Agreement, the prevailing party shall be entitled to recover from the other party its expenses incurred in connection therewith, including, without limitation, such amount as the court may adjudge reasonable as attorney's fees at trial or on any appeal or review.

17.12 Time of the Essence. In all matters under this Operating Agreement, the Parties agree that time is of the essence.

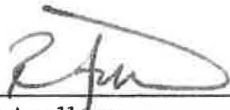
IN WITNESS WHEREOF, the Parties hereto have set forth their signatures and executed this Operating Agreement as of the date first written above.

**CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY**




Joan M. Earl
Chief Executive Officer

CITY OF TACOMA



Rey Arellano
Interim City Manager




William A. Gaines, Director/CEO
Tacoma Public Utilities

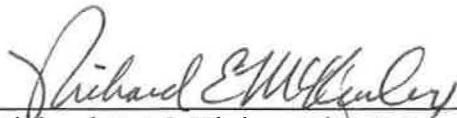
**CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY**

CITY OF TACOMA

Approved as to Form:

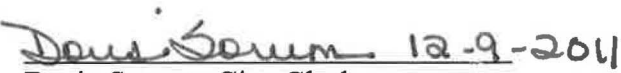


Sound Transit Legal Counsel




Richard E. McKinley, Director
Public Works

Attest:



Doris Sorum, City Clerk



Debbie Dahlstrom, Risk Manager

Approved as to Form and Legality:



Assistant City Attorney

EXHIBIT A
TACOMA LINK EMERGENCY CALL LIST

ORIGINAL

Tacoma Link Emergency Call List

TACOMA POLICE / FIRE DEPARTMENT 911 or 9-911

POLICE NON-EMERGENCY (253) 798-4721

FIRE NON-EMERGENCY (253) 591-5733

Tacoma Link Operations Duty Supervisor

(206) 370-5672

(253) 255-8442 Cell

112*360*48 Nextel Direct Connect

Communications

ST Duty Officer

(206) 398-5480 cell

Sounder Commuter Rail

Duty Officer

(206) 689-4922 cell

**Tacoma Link Operations & Maintenance
Duty Supervisor**

Office

ST Cell

Personal Cell

Residence

Other

(253) 255-8442

112*360*48

Duty Manager

(206) 255-2871

112*360*112

Robert Blackburn (Operations Manager, Tacoma Link)

(206) 370-5674

(206)

112*360*112

Steve Zike (Asst Manager, Operations Tacoma Link)

(206) 370-5680

(206)255-7976

(609) 709-4670

(253) 571-5751

112*360*141

Bonnie Todd (Director, Transportation Services)

(206) 398-5367

Denise Ahuna (O&M Supervisor)

(206) 370-5671

(253) 405-5950

(253) 831-1282

(253) 476-1036

112*360*73

Gerry Jackl (O&M Supervisor)

(206) 370-5672

(253) 255-8440

(253) 752-0366

112*360*46

Tim Giertz (O&M Supervisor)

(206) 370-5672

(206) 255-8814

(253) 722-4482

(253) 884-1341

112*360*113

Laurie Spurlock (O&M Supervisor)

(206) 370-5672

(253)

(206) 953-1113

Greg Bilderback (System Technician)

(206) 370-5677

(253) 255-7206

(253) 853-2627

112*360*38

John Crimi (System Technician)

(206) 370-5677

(253) 405-8253

(253) 722-4482

(253) 884-1341

112*360*113

Jack Smith (System Technician)

(206) 370-5677

(253) 255-7205

(253) 841-5671

112*360*14

Sound Transit Security (24 Hour contact)

Security Dispatch (Union Station) (24 Hour contact)

(206) 398-5268

(206) 396-8901

Sound Transit Security Officer

(206) 398-5006

(206) 255-7859

Security Alarm (O&M Facility)

(888) 238-2666

Sound Transit Safety Division

Peregrin Spielholz (Chief Safety, Security & QA Officer)

(206) 398-5331

(206) 478-6412

(206) 390-1797

15*313

After normal business hours, the Safety Officer may be reached through the ST Security Dispatch Desk

Sound Transit Risk Management

David Greiner (Manager)

(206) 398-5096

(206) 920-0788

Sound Transit Facilities

John Weston (Manager)

(206) 398-5446

(206) 251-0167

Facilities support may be requested through the ST Security Dispatch Desk

Sound Transit Media Relations

Geoff Patrick (Media Specialist)

(206) 398-5313

(206) 255-9576

(206) 689-1860 pager

112*15*248

Pierce Transit Dispatch

(253) 984-8168

(253) 581-8109 (alternate)

112*15*43

Tacoma Link Emergency Call List

TACOMA POLICE / FIRE DEPARTMENT 911 or 9-911

POLICE NON-EMERGENCY (253) 798-4721

FIRE NON-EMERGENCY (253) 591-5733

Pierce Transit Security

Rod Baker (Public Safety Manager)	(253) 581-8064	(253) 377-2467	112*15*250
Joan Cormany (Transit Security Specialist)	(253) 581-8090	(253) 606-1490	112*15*132

Electrical/TPSS/OCS/Emergency Repairs contractor

	Office	Cell	Residence/Pager	Other
Potelco	(253) 863-0484			

Washington State Department of Transportation (WSDOT)

WSDOT -Rail Specialist FAX (360) 705-6820 / (360) 705-6831 NOTE: WSDOT requests notification via facsimile

City of Tacoma Utilities

Tacoma Power Dispatch (power outage)	(253) 502-8602	24 hrs
Tacoma Water Control Center	(253) 502-8344	24 hrs
Public Works Street Maintenance	(253) 591-5495	24 hrs
Traffic Signal & Street Lighting Maintenance Dispatcher	(253) 591-5287 or (253) 573-2377	(24 hrs)
Public Works Environmental Services Maintenance (sewer)	(253) 591-5585 or (253) 591-5595	(24 hrs)
Sweeper	(253) 591-5585	
City Sign Shop	(253) 591-5276	

Bill's Towing & Garage

(253)272-9393

EXHIBIT B

TACOMA COMMERCE STREET STATION
ESTIMATED MAINTENANCE COSTS

TACOMA POWER ENERGY RATES

**Estimated Maintenance Costs
Tacoma Commerce Street Station**

Service	Monthly	Bi-Monthly	Annual
Janitorial	\$170		\$2,040
Landscape	\$0		\$0
Lighting		\$185	\$1,110
Pressure Washing	\$155		\$1,860
Graffiti	\$135		\$1,620
Glass	\$85		\$1,020
		Annual Total	\$7,650
		Monthly Average	\$638

Note: Estimate based upon current contracts for similar facilities.
 The 90% drawings do not indicate the need for landscaping maintenance.
 Janitorial costs include monthly, quarterly and semi-annual services.
 Glass costs are an estimated monthly average to replace 4 shelter panes per year.
 Electricity will be provided directly by the City.

ORIGINAL

TACOMA POWER ENERGY RATES

Tacoma Link Light Rail

Tacoma Power's energy rates for Sound Transit's facilities in Tacoma are subject to changes approved by the Tacoma Public Utility Board. The energy rates for the different type of facilities are discussed below:

- 1) For the Maintenance Facility, the electric rates are based upon Tacoma Power's Schedule G rate (TMC 12.06.215). Demand is calculated on a 30 minute interval and is reset monthly. The Power Factor provision from Schedule P (TMC 12.06.310) also applies.
- 2) For the Traction Power Facility, the electric rates are based upon Tacoma Power's Schedule G rate. The energy and demand from the Traction Power Facility's two primary meters will be totaled to give a composite reading. A 1.8% discount will be applied because Sound Transit owns the transformers and the transformer losses are metered. Only one customer charge will be applied to this account. Demand is calculated on a 30 minute interval and is reset monthly. Power Factor provision Schedule P also applies.
- 3) For the Train Stations the electric rates are based upon Tacoma Power's Schedule B rate (TMC 12.06.170). A customer charge will be made for each meter.
- 4) For the unmetered train traffic control systems, energy charges are based upon Schedule H1 charges (TCM 12.06.290) as follows:
 - Train signs: paragraph - 1 (a) (O-150 watts)
 - Traffic Signal Controllers: paragraph - 2(a) (controllers).
 - Traffic Signal heads: paragraph - 2(a) (heads).

Tacoma Power will bundle all of these metered and unmetered accounts into a single monthly voucher billing, which will be sent to the following:

Sound Transit
Attn: Accounting - Accounts Payable
Union Station
401 S. Jackson St.
Seattle, WA 98104-2026

Sound Transit energy accounts will be under the name of "Sound Transit" with the accompanying service address.

ORIGINAL

TACOMA POWER

ELECTRIC RATE SCHEDULES

ORIGINAL

Revised: May 20, 2005

TACOMA POWER

ELECTRIC RATE SCHEDULES

INDEX

<u>Municipal Code</u>	<u>Title</u>	<u>Schedule</u>
12.06.010	General Application	
12.06.160	Residential Service	Schedule A-1
12.06.165	Low-Income Senior and/or Low-Income Disabled Discount Residential Service	Schedule A-2
12.06.170	Small General Service	Schedule B
12.06.215	General Service	Schedule G
12.06.225	High Voltage General Service	Schedule HVG
12.06.260	Contract Industrial Service	Schedule CP
12.06.290	Street Lighting and Traffic Signal Service	Schedule H-1
12.06.300	Private Off-Street Lighting Service	Schedule H-2
12.06.310	Power Factor Provisions	Schedule P
12.06.314	Tax Credit	Schedule TC

TACOMA POWER

RATE SCHEDULES

GENERAL APPLICATION

12.06.010

All persons receiving electric service from the Department shall be billed and pay for such service in accordance with the applicable published rate schedules hereinafter set forth in this Chapter, or as the same may hereafter be amended by ordinance.

SCHEDULE B
SMALL GENERAL SERVICE

12.06.170

AVAILABILITY:

For nonresidential lighting, heating, and incidental power uses where a demand meter may be installed. Also for nonresidential incidental power uses where a meter is not installed. The customer's actual demand as determined by Tacoma Power may not exceed 50 kilovolt amperes or total connected load as estimated by Tacoma Power may not exceed 65 kilowatts upon initial service energization.

MONTHLY RATE:

The sum of the following energy, delivery and customer charges:

A. Effective April 11, 2011 thru March 31, 2012

1. Energy:
All energy measured in kilowatt-hours at \$0.034542 per kWh.
2. Delivery:
All energy delivered in kilowatt-hours at \$0.033324 per kWh.
3. Customer Charge:
\$9.00 per month or any fraction thereof for all but unmetered services;
\$7.00 per month or any fraction thereof for unmetered services.

B. Effective April 1, 2012

1. Energy:
All energy measured in kilowatt-hours at \$0.037133 per kWh.
2. Delivery:
All energy delivered in kilowatt-hours at \$0.035823 per kWh.
3. Customer Charge:
\$9.00 per month or any fraction thereof for all but unmetered services;
\$7.00 per month or any fraction thereof for unmetered services.

TACOMA POWER

SCHEDULE B

SMALL GENERAL SERVICE

12.06.170 (continued)

MONTHLY RATE (continued):

C. Exceptions:

(a) Within the **City of Fife**:

i. Effective April 11, 2011 thru March 31, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.035731 per kWh.

(2) Delivery:

All energy delivered in kilowatt-hours at \$0.034471 per kWh.

(3) Customer Charge:

\$9.31 per month or any fraction thereof for all but unmetered services;

\$7.24 per month or any fraction thereof for unmetered services.

ii. Effective April 1, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.038412 per kWh.

(2) Delivery:

All energy delivered in kilowatt-hours at \$0.037056 per kWh.

(3) Customer Charge:

\$9.31 per month or any fraction thereof for all but unmetered services;

\$7.24 per month or any fraction thereof for unmetered services.

(b) Within the **City of Fircrest**:

i. Effective April 11, 2011 thru March 31, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.037006 per kWh.

(2) Delivery:

All energy delivered in kilowatt-hours at \$0.035701 per kWh.

(3) Customer Charge:

\$9.64 per month or any fraction thereof for all but unmetered services;

\$7.50 per month or any fraction thereof for unmetered services.

ORIGINAL

TACOMA POWER

SCHEDULE B

SMALL GENERAL SERVICE

12.06.170 (continued)

MONTHLY RATE (continued):

C. Exceptions (continued):

(b) Within the **City of Fircrest** (concluded):

ii. Effective April 1, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.039781 per kWh.

(2) Delivery:

All energy delivered in kilowatt-hours at \$0.038378 per kWh.

(3) Customer Charge:

\$9.64 per month or any fraction thereof for all but unmetered services;

\$7.50 per month or any fraction thereof for unmetered services.

(c) Within the **City of Lakewood**:

i. Effective April 11, 2011 thru March 31, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.037006 per kWh.

(2) Delivery:

All energy delivered in kilowatt-hours at \$0.035701 per kWh.

(3) Customer Charge:

\$9.64 per month or any fraction thereof for all but unmetered services;

\$7.50 per month or any fraction thereof for unmetered services.

ii. Effective April 1, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.039781 per kWh.

(2) Delivery:

All energy delivered in kilowatt-hours at \$0.038378 per kWh.

(3) Customer Charge:

\$9.64 per month or any fraction thereof for all but unmetered services;

\$7.50 per month or any fraction thereof for unmetered services.

TACOMA POWER

SCHEDULE B

SMALL GENERAL SERVICE

12.06.170 (continued)

MONTHLY RATE (concluded):

C. Exceptions (concluded):

(d) Within the **City of Steilacoom**:

i. Effective April 11, 2011 thru March 31, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.037006 per kWh.

(2) Delivery:

All energy delivered in kilowatt-hours at \$0.035701 per kWh.

(3) Customer Charge:

\$9.64 per month or any fraction thereof for all but unmetered services;
\$7.50 per month or any fraction thereof for unmetered services.

ii. Effective April 1, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.039781 per kWh.

(2) Delivery:

All energy delivered in kilowatt-hours at \$0.038378 per kWh.

(3) Customer Charge:

\$9.64 per month or any fraction thereof for all but unmetered services;
\$7.50 per month or any fraction thereof for unmetered services.

(e) Within the **City of University Place**:

i. Effective April 11, 2011 thru March 31, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.037006 per kWh.

(2) Delivery:

All energy delivered in kilowatt-hours at \$0.035701 per kWh.

(3) Customer Charge:

\$9.64 per month or any fraction thereof for all but unmetered services;
\$7.50 per month or any fraction thereof for unmetered services.

ii. Effective April 1, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.039781 per kWh.

(2) Delivery:

All energy delivered in kilowatt-hours at \$0.038378 per kWh.

(3) Customer Charge:

\$9.64 per month or any fraction thereof for all but unmetered services;
\$7.50 per month or any fraction thereof for unmetered services.

ORIGINAL

TACOMA POWER

SCHEDULE B

SMALL GENERAL SERVICE

12.06.170 (concluded)

SERVICE CONDITIONS:

1. The maximum allowable total connected motor rating is 7.5 horsepower (5.6 kilowatts) exclusive of motors of 1/4 horsepower and under for standard plug-in applications.
2. At the option of Tacoma Power, a customer may be transferred to a demand metered rate if the customer's actual demand has exceeded 50 kilovolt amperes at least three times in the prior 24-month period.
3. Power factor provision applicable.
4. Applicable provisions of the Tacoma Municipal Code, General Provisions, and Customer Service Policies governing the sale of electric energy shall apply.

TACOMA POWER

SCHEDULE G

GENERAL SERVICE

12.06.215

AVAILABILITY:

For general power use where a demand meter is installed, for standby capacity to customers generating all or a part of their electric power requirements, and for intermittent use. The customer's actual demand as determined by Tacoma Power must exceed 50 kilovolt amperes or total connected load as estimated by Tacoma Power must exceed 65 kilowatts upon initial service energization.

For customers providing all their own transformation from Tacoma Power's distribution system voltage, a discount for transformer investment and maintenance will be provided by reducing the monthly bill by 0.8 percent. For customers metered on the primary side of a transformer, a discount for transformer losses will be provided by reducing the monthly bill by 1 percent. These discount percentages are additive, and not compounded.

MONTHLY RATE:

The sum of the following energy, delivery, and customer charges:

- A. Effective April 11, 2011 thru March 31, 2012
 - 1. Energy:
All energy measured in kilowatt-hours at \$0.034015 per kWh.
 - 2. Delivery:
All kilowatts of Billing Demand delivered at \$6.30 per kW.
 - 3. Customer Charge:
\$46.00 per month or any fraction thereof.

- B. Effective April 1, 2012
 - 1. Energy:
All energy measured in kilowatt-hours at \$0.036027 per kWh.
 - 2. Delivery:
All kilowatts of Billing Demand delivered at \$6.67 per kW.
 - 3. Customer Charge:
\$46.00 per month or any fraction thereof.

ORIGINAL

TACOMA POWER

SCHEDULE G

GENERAL SERVICE

12.06.215 (continued)

MONTHLY RATE (continued):

C. Exceptions:

(a) Within the **City of Fife**:

i. Effective April 11, 2011 thru March 31, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.0351862 per kWh.

(2) Delivery:

All kilowatts of Billing Demand delivered at \$6.52 per kW.

(3) Customer Charge:

\$47.58 per month or any fraction thereof.

ii. Effective April 1, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.0372671 per kWh.

(2) Delivery:

All kilowatts of Billing Demand delivered at \$6.90 per kW.

(3) Customer Charge:

\$47.58 per month or any fraction thereof.

(b) Within the **City of Fircrest**:

i. Effective April 11, 2011 thru March 31, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.0364410 per kWh.

(2) Delivery:

All kilowatts of Billing Demand delivered at \$6.75 per kW.

(3) Customer Charge:

\$49.28 per month or any fraction thereof.

ii. Effective April 1, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.0385960 per kWh.

(2) Delivery:

All kilowatts of Billing Demand delivered at \$7.15 per kW.

(3) Customer Charge:

\$49.28 per month or any fraction thereof.

TACOMA POWER

SCHEDULE G

GENERAL SERVICE

12.06.215 (continued)

MONTHLY RATE (continued):

C. Exceptions (continued):

(c) Within the **City of Lakewood**:

i. Effective April 11, 2011 thru March 31, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.0364410 per kWh.

(2) Delivery:

All kilowatts of Billing Demand delivered at \$6.75 per kW.

(3) Customer Charge:

\$49.28 per month or any fraction thereof.

ii. Effective April 1, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.0385960 per kWh.

(2) Delivery:

All kilowatts of Billing Demand delivered at \$7.15 per kW.

(3) Customer Charge:

\$49.28 per month or any fraction thereof.

(d) Within the **City of Steilacoom**:

i. Effective April 11, 2011 thru March 31, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.0364410 per kWh.

(2) Delivery:

All kilowatts of Billing Demand delivered at \$6.75 per kW.

(3) Customer Charge:

\$49.28 per month or any fraction thereof.

ii. Effective April 1, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.0385960 per kWh.

(2) Delivery:

All kilowatts of Billing Demand delivered at \$7.15 per kW.

(3) Customer Charge:

\$49.28 per month or any fraction thereof.

ORIGINAL

TACOMA POWER

SCHEDULE G

GENERAL SERVICE

12.06.215 (continued)

MONTHLY RATE (concluded):

C. Exceptions (concluded):

(e) Within the **City of University Place**:

i. Effective April 11, 2011 thru March 31, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.0364410 per kWh.

(2) Delivery:

All kilowatts of Billing Demand delivered at \$6.75 per kW.

(3) Customer Charge:

\$49.28 per month or any fraction thereof.

ii. Effective April 1, 2012

(1) Energy:

All energy measured in kilowatt-hours at \$0.0385960 per kWh.

(2) Delivery:

All kilowatts of Billing Demand delivered at \$7.15 per kW.

(3) Customer Charge:

\$49.28 per month or any fraction thereof.

BILLING DEMAND:

Determined by means of a demand meter, 30-minute interval, reset monthly. The Billing Demand shall be the highest of:

1. The highest measured demand for the month adjusted for power factor;
2. 60 percent of the highest measured demand occurring during any of the preceding 11 months after adjustment for power factor; or
3. 100 percent of the standby capacity.

For purposes of the determination of Billing Demand in subsection 2 above, the 11 months of history shall be carried forward from the customer's previous account(s).

STANDBY CAPACITY:

That amount of power requested by written application or estimated by the Director to be made continuously available for exclusive use of the customer.

TACOMA POWER

SCHEDULE G

GENERAL SERVICE

12.06.215 (concluded)

SERVICE CONDITIONS:

1. At the option of Tacoma Power, primary metering may be installed where the service transformers aggregate 500 kVA or more.
2. At the option of Tacoma Power, a customer may be transferred to a non-demand metered rate if the customer's actual demand has not exceeded 50 kilovolt amperes in the prior 24-month period.
3. Power factor provision applicable.
4. Applicable provisions of the Tacoma Municipal Code, General Provisions, and Customer Service Policies governing the sale of electric energy shall apply.

ORIGINAL

TACOMA POWER

SCHEDULE H-1

STREET LIGHTING AND TRAFFIC SIGNAL SERVICE

12.06.290

AVAILABILITY:

Available for:

1. Public street lighting service where the lighting system is in operation during hours of darkness and where the street light system and equipment is owned by the customer, or there have been other suitable prior written arrangements agreed to by Tacoma Power and the applicant; and
2. Traffic controllers, signal lights, warning lights, danger lights, pedestrian lights and similar uses, where the traffic control system and equipment is owned and maintained by the customer.

MONTHLY RATE:

Rates stated herein are for (1) unmetered installations [items 1 and 2] where charges are per fixture and shall be applied to the number of installed units on the system as determined by Tacoma Power at the time the billing is rendered, and (2) metered installations [item 3].

1. Street Lighting Units (Unmetered):

(a) Incandescent Lamps:

i. Effective April 11, 2011 thru March 31, 2012

<u>Nominal Wattage</u>	<u>Energy Charge Per Unit</u>
Up to 150 Watts	\$ 2.43
151-220 Watts	\$ 3.54
221-320 Watts	\$ 5.10
321-520 Watts	\$ 8.32
521 & Over Watts	\$ 11.87

ii. Effective April 1, 2012

<u>Nominal Wattage</u>	<u>Energy Charge Per Unit</u>
Up to 150 Watts	\$ 2.54
151-220 Watts	\$ 3.70
221-320 Watts	\$ 5.33
321-520 Watts	\$ 8.69
521 & Over Watts	\$ 12.41

TACOMA POWER

SCHEDULE H-1

STREET LIGHTING AND TRAFFIC SIGNAL SERVICE

12.06.290 (continued)

MONTHLY RATE (continued):

1. Street Lighting Units (Unmetered) (continued):

(b) High Intensity Discharge Lamps:

i. Effective April 11, 2011 thru March 31, 2012

<u>Nominal Wattage</u>	<u>Energy Charge Per Unit</u>		
	<u>Continuous</u>	<u>Dusk to Dawn</u>	<u>Dusk to 2:20 a.m.</u>
50 Watts	\$ 2.23	\$ 1.13	\$ 0.70
70 Watts	\$ 2.95	\$ 1.49	\$ 1.06
100 Watts	\$ 4.25	\$ 2.19	\$ 1.48
150 Watts	\$ 6.32	\$ 2.84	\$ 2.19
175 Watts	\$ 6.64	\$ 3.54	\$ 2.30
200 Watts	\$ 7.42	\$ 3.82	\$ 2.51
250 Watts	\$ 9.55	\$ 4.70	\$ 3.31
310 Watts	\$ 10.95	\$ 5.61	\$ 3.68
400 Watts	\$ 14.62	\$ 7.58	\$ 5.00
700 Watts	\$ 25.11	\$ 12.84	\$ 8.60
1000 Watts	\$ 36.18	\$ 18.21	\$ 12.39
1500 Watts	\$ 52.14	\$ 26.92	\$ 17.89

ii. Effective April 1, 2012

<u>Nominal Wattage</u>	<u>Energy Charge Per Unit</u>		
	<u>Continuous</u>	<u>Dusk to Dawn</u>	<u>Dusk to 2:20 a.m.</u>
50 Watts	\$ 2.33	\$ 1.18	\$ 0.73
70 Watts	\$ 3.08	\$ 1.56	\$ 1.10
100 Watts	\$ 4.44	\$ 2.29	\$ 1.55
150 Watts	\$ 6.61	\$ 2.97	\$ 2.29
175 Watts	\$ 6.93	\$ 3.70	\$ 2.40
200 Watts	\$ 7.75	\$ 4.00	\$ 2.62
250 Watts	\$ 9.98	\$ 4.91	\$ 3.46
310 Watts	\$ 11.44	\$ 5.86	\$ 3.84
400 Watts	\$ 15.28	\$ 7.92	\$ 5.22
700 Watts	\$ 26.24	\$ 13.42	\$ 8.99
1000 Watts	\$ 37.81	\$ 19.03	\$ 12.95
1500 Watts	\$ 54.48	\$ 28.13	\$ 18.70

ORIGINAL

TACOMA POWER

SCHEDULE H-1

STREET LIGHTING AND TRAFFIC SIGNAL SERVICE

12.06.290 (continued)

MONTHLY RATE (continued):

1. Street Lighting Units (Unmetered) (continued):

(c) All lamps not listed above:

i. Effective April 11, 2011 thru March 31, 2012

Energy charge for lamp installations not listed in the above tabulations shall be at the rate of \$32.28, \$16.44, and \$10.79 per month per kilowatt of total connected load for Continuous, Dusk to Dawn, and Dusk to 2:20 a.m. lamps, respectively.

ii. Effective April 1, 2012

Energy charge for lamp installations not listed in the above tabulations shall be at the rate of \$33.73, \$17.18, and \$11.28 per month per kilowatt of total connected load for Continuous, Dusk to Dawn, and Dusk to 2:20 a.m. lamps, respectively.

2. Traffic Control Units (Unmetered):

i. Effective April 11, 2011 thru March 31, 2012

<u>Unit Type</u>	<u>Energy Charge Per Unit</u>
(1) Red - Amber - Green	
Controllers	\$ 1.79
Heads	\$ 2.37
(2) Flashing	
Controllers	\$ 0.55
Heads	\$ 1.41

ii. Effective April 1, 2012

<u>Unit Type</u>	<u>Energy Charge Per Unit</u>
(1) Red - Amber - Green	
Controllers	\$ 1.87
Heads	\$ 2.48
(2) Flashing	
Controllers	\$ 0.58
Heads	\$ 1.47

TACOMA POWER

SCHEDULE H-1

STREET LIGHTING AND TRAFFIC SIGNAL SERVICE

12.06.290 (continued)

MONTHLY RATE (continued):

2. Traffic Control Units (Unmetered) (continued):

(1) Incandescent Lamps:

i. Effective April 11, 2011 thru March 31, 2012

Unit Type	Energy Charge Per Unit					
	Red	Amber	Green	Flashing	Walk	Wait
8 inch Bulb	\$0.94	\$0.08	\$0.68	\$0.86		
12 inch Bulb	\$2.29	\$0.21	\$1.66	\$2.08		
Pedestrian head					\$0.34	\$1.36

ii. Effective April 1, 2012

Unit Type	Energy Charge Per Unit					
	Red	Amber	Green	Flashing	Walk	Wait
8 inch Bulb	\$0.98	\$0.09	\$0.71	\$0.90		
12 inch Bulb	\$2.39	\$0.22	\$1.74	\$2.17		
Pedestrian head					\$0.36	\$1.42

(2) Light Emitting Diodes (LED) Lamps:

i. Effective April 11, 2011 thru March 31, 2012

Unit Type	Energy Charge Per Unit					
	Red	Amber	Green	Flashing	Walk	Wait
8 inch LED	\$0.14	\$0.02	\$0.07	\$0.13		
12 inch LED	\$0.19	\$0.03	\$0.15	\$0.17		
Pedestrian head					\$0.05	\$0.29

ii. Effective April 1, 2012

Unit Type	Energy Charge Per Unit					
	Red	Amber	Green	Flashing	Walk	Wait
8 inch LED	\$0.14	\$0.02	\$0.08	\$0.13		
12 inch LED	\$0.20	\$0.03	\$0.15	\$0.17		
Pedestrian head					\$0.05	\$0.31

ORIGINAL

TACOMA POWER

SCHEDULE H-1

STREET LIGHTING AND TRAFFIC SIGNAL SERVICE

12.06.290 (continued)

MONTHLY RATE (continued):

2. Traffic Control Units (Unmetered) (continued):

(3) Neon Lamps:

i. Effective April 11, 2011 thru March 31, 2012

<u>Unit Type</u>	<u>Energy Charge Per Unit</u>	
	<u>Walk</u>	<u>Wait</u>
Pedestrian head	\$0.15 . .	\$0.60

ii. Effective April 1, 2012

<u>Unit Type</u>	<u>Energy Charge Per Unit</u>	
	<u>Walk</u>	<u>Wait</u>
Pedestrian head	\$0.15 . .	\$0.62

(4) Controllers:

i. Effective April 11, 2011 thru March 31, 2012

<u>Unit Type</u>	<u>Energy Charge Per Unit</u>
Traffic	\$1.79
Flashing	\$0.55

ii. Effective April 1, 2012

<u>Unit Type</u>	<u>Energy Charge Per Unit</u>
Traffic	\$1.87
Flashing	\$0.58

TACOMA POWER

SCHEDULE H-1

STREET LIGHTING AND TRAFFIC SIGNAL SERVICE

12.06.290 (continued)

MONTHLY RATE (concluded):

2. Traffic Control Units (Unmetered) (concluded):

(5) All lamps or controllers not listed above:

i. Effective April 11, 2011 thru March 31, 2012

Energy charge for lamp or controller installations not listed in the above tabulations shall be calculated by multiplying the unit wattage (in kW) x 730 hours x percent active x \$0.039535 per kWh per month.

ii. Effective April 1, 2012

Energy charge for lamp or controller installations not listed in the above tabulations shall be calculated by multiplying the unit wattage (in kW) x 730 hours x percent active x \$0.041315 per kWh per month.

1. Street Lighting and Traffic Control Units (Metered):

The sum of the following energy, delivery and customer charges:

i. Effective April 11, 2011 thru March 31, 2012

(a) Energy:

All energy measured in kilowatt-hours at \$0.028681 per kWh.

(b) Delivery:

All energy delivered in kilowatt-hours at \$0.010304 per kWh.

(c) Customer Charge:

\$6.00 per month or any fraction thereof.

ii. Effective April 1, 2012

(a) Energy:

All energy measured in kilowatt-hours at \$0.030073 per kWh.

(b) Delivery:

All energy delivered in kilowatt-hours at \$0.010767 per kWh.

(c) Customer Charge:

\$6.00 per month or any fraction thereof.

ORIGINAL

TACOMA POWER

SCHEDULE H-1

STREET LIGHTING AND TRAFFIC SIGNAL SERVICE

12.06.290 (concluded)

SERVICE CONDITIONS:

Applicable provisions of the Tacoma Municipal Code, General Provisions, and Customer Service Policies governing the sale of electric energy shall apply.

SCHEDULE P
POWER FACTOR PROVISIONS

12.06.310

APPLICATION:

The provisions of this schedule shall be applicable to all electrical service, unless and until specific arrangements are made in writing with Tacoma Power to the contrary.

EQUIPMENT:

Except for portable equipment of less than three kVA rating and arc furnace loads as set forth in Adjustment Provision (2) below, all installations of neon, mercury vapor, fluorescent or other gaseous tube lighting, as well as welding transformers, X-ray machines, motors and any other electrical equipment having low power factor characteristics, which are hereafter installed, replaced, relocated or rearranged, shall include proper equipment to correct the power factor of such installations to not less than 95 percent lagging for each unit or separately controlled group of units, or 90 percent lagging for each separate service whose load primarily consists of an arc furnace(s).

Existing nonconforming electrical installations shall be subject to all provisions of this chapter and the installation of corrective equipment may be required by Tacoma Power.

All power factor corrective equipment installed or operated by the customer shall be so used as to further the objectives of this chapter without causing adverse voltage conditions upon Tacoma Power's system. Tacoma Power shall have the right to require the installation of suitable switching facilities and to disconnect or to refuse to furnish electric energy to any installation that, in the opinion of Tacoma Power, is detrimental to the rendering of satisfactory service to its other customers.

ADJUSTMENT PROVISIONS:

If the average power factor at which electric energy is delivered to the customer during the billing period is 95 percent or more, no adjustment will be made in the customer's billing for that period, unless otherwise provided in written contract.

If such average power factor is less than 95 percent, the customer's billing shall be adjusted as follows:

1. For demand type rate schedules which serve other than arc furnace loads, the measured demand in kilowatts shall be adjusted by multiplying by 0.95 and dividing the result by the average power factor. Such adjusted demands shall then become and thereafter be used as a basis for billing.

ORIGINAL

SCHEDULE P
POWER FACTOR PROVISIONS

12.06.310 (concluded)

ADJUSTMENT PROVISIONS (concluded):

2. For demand type rate schedules which serve arc furnace loads, the measured demand in kilowatts shall be adjusted by multiplying by 0.90 and dividing the result by the average power factor. Such adjusted demands shall then become and thereafter be used as a basis for billing.
3. Minimum charges shall be determined on the basis of 1 or 2 above, as applicable.
4. For loads up to 75 kilowatts connected, Tacoma Power may elect not to apply the adjustment provisions herein established.

MINIMUM AND AVERAGE POWER FACTOR:

Unless otherwise specifically agreed, Tacoma Power shall not be obligated to deliver electrical energy to the customer at any time at a power factor below 80 percent lagging.

The Average Power Factor (APF) is determined as follows:

1. As determined with a watt-hour meter and a var-hour meter:

$$APF = \frac{\text{Kilowatt - hours}}{\sqrt{(\text{Kilowatt - hours})^2 + (\text{Reactive Kiloampere - hours})^2}}$$

The var-hour meters for measurement of reactive power shall be ratcheted to prevent reverse registration.

SERVICE CONDITIONS:

Applicable provisions of the City Code, General Provisions, and Customer Service Policies governing the sale of electric energy shall apply.



RESOLUTION NO. 38342

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A RESOLUTION relating to the Central Puget Sound Regional Transit Authority; authorizing the execution of the Tacoma Link Joint Operating Agreement for the use of the public right-of-way by the Sound Transit LINK Passenger Rail System.

WHEREAS, in April 2001, the Central Puget Sound Regional Transit Authority ("Sound Transit") accepted the terms and conditions of a Right of Use Agreement pursuant to Ordinance No. 26749, passed January 2, 2001, authorizing Sound Transit to construct, operate, and own the LINK passenger rail system in, upon, and along the public right-of-way of the City, and

WHEREAS, in August 2003, an Interim Operating Procedures Memorandum of Understanding was executed to supplement said Right of Use Agreement, with additional terms and conditions related to joint operation and use of the LINK passenger rail system, including certain terms and conditions related to power usage for power provided by Tacoma Power, and

WHEREAS, effective July 2004, Sound Transit and the City entered into the First Amendment to the Interim Operating Procedures Memorandum of Understanding for the purpose of extending the term to automatically renew for ten additional one-year terms, through July 2014, and

WHEREAS, pursuant to Request for Ordinance No. 13056, Sound Transit and the City intend to enter into a First Amended Right of Use Agreement in recognition of, among other items, the addition of the City-owned Commerce Street Link Station, and



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WHEREAS Sound Transit and the City now wish to enter into a permanent Operating Agreement to establish the terms and conditions relating to joint operation and use of the LINK passenger rail system, inclusive of the City-owned Commerce Street Station, and agree that the proposed Tacoma Link Joint Operating Agreement ("Agreement") will supersede and replace the Interim Operating Procedures Memorandum of Understanding and the First Amendment thereto, and

WHEREAS, on September 28, 2011, the proposed Agreement received a "do pass" from the Environment and Public Works Committee, and

WHEREAS, on September 28, 2011, the Public Utility Board approved the proposed Agreement; Now, Therefore,

BE IT RESOLVED BY THE CITY OF TACOMA:

That the proper officers of the City are authorized to enter into the Tacoma Link Joint Operating Agreement with the Central Puget Sound Regional Transit Authority for the use of the public right-of-way by the Sound Transit LINK



1 Passenger Rail System, said document to be substantially in the form of the
 2 proposed Tacoma Link Joint Operating Agreement on file in the office of the City
 3 Clerk.

4 Passed OCT - 4 2011

7 _____
 Mayor

8 Attest:

10 _____
 11 City Clerk

12 Approved as to Form:

13 *Martina P. Lantz*
 14 Deputy City Attorney

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