

# City of Redmond



## Agenda

**Tuesday, October 10, 2023**

**4:30 PM**

**City Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziplly Ch. 34,  
Facebook (@CityofRedmond), Redmond.gov/rctvlive, or 510-335-7371**

## **Committee of the Whole - Finance, Administration, and Communications**

### **Committee Members**

*Steve Fields, Presiding Officer*

*Jeralee Anderson*

*David Carson*

*Jessica Forsythe*

*Varisha Khan*

*Vanessa Kritzer*

*Melissa Stuart*

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**AGENDA**

ROLL CALL

1. Community Strategic Plan Review [CM 23-525](#)  
[Attachment A: Community Strategic Plan 2023 Update](#)  
*Department: Executive, 5 minutes*  
*Requested Action: Informational*
2. 2024 Business License Ordinance [CM 23-535](#)  
[Attachment A: 2024 Business License Ordinance](#)  
*Department: Finance, 5 minutes*  
*Requested Action: Consent, October 17th*
3. City of Redmond-PPF AMLI Redmond Way LLC Lease Agreement [CM 23-534](#)  
[Attachment A: Draft Lease Agreement](#)  
*Department: Finance, 5 minutes*  
*Requested Action: Consent, October 17th*
4. New Telecommunications Lease with Crown Castle GT Company LLC at City of Redmond Fire Station 14. [CM 23-490](#)  
[Attachment A: Telecommunications Facilities Lease Agreement](#)  
*Department: Finance, 5 minutes*  
*Requested Action: Consent, October 17th*
5. New Telecommunications Lease with DISH Wireless LLC at City of Redmond Fire Station 14. [CM 23-528](#)  
[Attachment A: Telecommunications Facilities Lease Agreement](#)  
*Department: Finance, 5 minutes*  
*Requested Action: Consent, October 17th*
6. Approval of Emergency Management Performance Grants (EMPG) [CM 23-499](#)  
[Attachment A: Finalized 22EMPG Application](#)  
[Attachment B: Approved Amendment No. 1 to 22EMPG Application](#)  
[Attachment C: Application for 23EMPG](#)  
*Department: Fire, 5 minutes*  
*Requested Action: Consent, October 17th*

ADJOURNMENT



## Memorandum

**Date:** 10/10/2023  
**Meeting of:** City Council

**File No.** CM 23-525  
**Type:** Committee Memo

**TO:** Committee of the Whole - Finance, Administration, and Communications  
**FROM:** Mayor Angela Birney  
**DEPARTMENT DIRECTOR CONTACT(S):**

Executive	Malisa Files	425-556-2166
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**DEPARTMENT STAFF:**

Click and select a department from the list.	Enter staff name.	Enter staff title.
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**TITLE:**

Community Strategic Plan Review

**OVERVIEW STATEMENT:**

Attachment A contains the updated Community Strategic Plan (CSP), including:

- Adding a financial section to describe the work Council is doing around revenues/resources
- Aligning the language with the 2023-2024 budget
- Aligning the language with the 2023 Council Retreat Priorities

Staff will be at the Committee of the Whole to collect any additional changes before proposed adoption in November.

☒ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☒ **Receive Information**      ☒ **Provide Direction**      ☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Comprehensive Plan, Council Priorities and 2023-2024 Budget.
- **Required:**  
N/A
- **Council Request:**  
The Community Strategic Plan was last updated in 2021. Consistent with past practice, the CSP is updated to include updated Council priorities and 2023-2024 Budget programs.
- **Other Key Facts:**

N/A

**OUTCOMES:**

The community strategic plan provides the work plan for the City and guidance for the City's programs and services. It includes strategic initiatives with associated objectives, strategies, measures, and actions that will be implemented within the community over a specific time period.

Staff has updated the CSP to include new work plan items and performance measures. Once Council finishes their review, the CSP will be brought forward for adoption and then, the updated document will be posted on the website.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
The City continually seeks input on City programs, services, and plans. Page 6 of the Community Strategic Plan outlines the various ways the City seeks input from the community.
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
N/A

**Approved in current biennial budget:** ☒ Yes ☐ No ☐ N/A

**Budget Offer Number:**  
The CSP incorporates the programs in a variety of budget offers.

**Budget Priority:**  
All budget priorities are encompassed in the CSP including healthy and sustainable, safe and resilient, vibrant and connected, and strategic and responsive.

**Other budget impacts or additional costs:** ☐ Yes ☐ No ☒ N/A

***If yes, explain:***

Examples: software with a yearly cost, revenue generating, match requirements, etc. - if none, enter N/A.

**Funding source(s):**  
N/A

**Budget/Funding Constraints:**  
N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
Click and select a date, or click and press delete if none.	Click and select a meeting from the dropdown menu.	Click and select an action from the dropdown menu.

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
10/10/2023	Committee of the Whole - Finance, Administration, and Communications	Receive Information
11/7/2023	Business Meeting	Approve

**Time Constraints:**

The CSP is under no time constraint to be updated and adopted.

**ANTICIPATED RESULT IF NOT APPROVED:**

If the CSP is not updated, the major initiatives of the City will remain out of date.

**ATTACHMENTS:**

Attachment A: Community Strategic Plan

# CITY OF REDMOND

# Community Strategic Plan

Adopted by Council: October 2019  
Revised: September 2023



**Redmond**  
WASHINGTON

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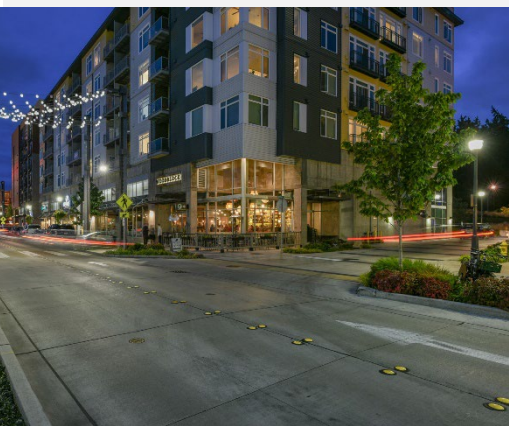
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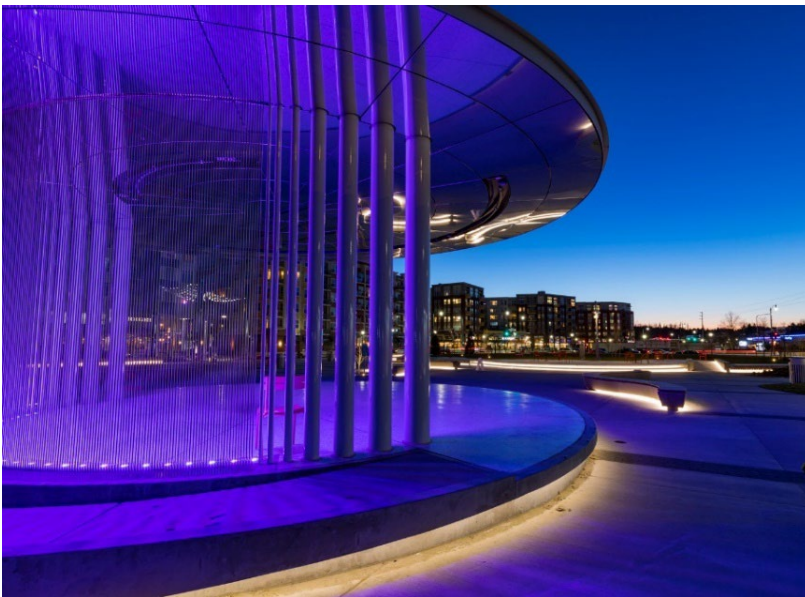
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# EXECUTIVE SUMMARY

## Realizing Redmond’s Long-Term Vision

This community strategic plan provides the work plan for the City and guidance for the City’s programs and services. It includes strategic initiatives with associated objectives, strategies, measures, and actions that will be implemented within the community over a specific time period. The major initiatives were derived from the Budgeting by Priorities process and reflect the community’s involvement and feedback throughout the process.



The City’s first Community Strategic Plan (CSP) was adopted by Council in October 2019. The CSP has since been revised to incorporate additional community feedback from the 2023-2024 budget, updates to the initiatives such as adding the Public Safety, improved performance metrics, 2022-2023 Council retreat action items like Vision Zero goals, and 2023-2024 budget objectives.

The segments of the Community Strategic Plan include:				
Diversity, Equity, and Inclusion	Environmental Sustainability	Housing Choices	Infrastructure	Public Safety

**Diversity, Equity, and Inclusion (DEI)** envisions a Redmond where all have access to city services, can influence city decision-making, and feel a sense of belonging. The initiative will seek to provide excellent service, encourage cross-cultural interactions, and strengthen relationships with diverse communities. The strategies of the DEI initiative include:

- Develop a two-year workplan that focuses on community programming, organizational policies, practices, and incorporates the Respect. Equity. Diversity. Inclusion (R.E.D.I.) strategic initiative, and
- Align DEI best practices to meet the growing needs of our communities, and
- Uphold the values of inclusion and belonging that city leadership has committed to through resolutions and actions toward making Redmond a hate-free zone.

Redmond will continue its commitment to **Environmental Sustainability** through a healthy and sustainable environment for all generations. Consistent with Council’s climate emergency declaration and the City’s Environmental Sustainability Action Plan, this initiative focuses on achieving carbon neutrality for city operations by 2030 and citywide by 2050 as well as enhancing the health and resilience of Redmond’s natural resources. Some of the strategies the City will utilize include:

- Reduce Redmond’s greenhouse gas emissions and waste generation, and
- Protect and enhance Redmond’s natural resources.

Redmond seeks to provide and promote a variety of **Housing Choices** to enhance community livability. The City is committed to increasing the overall supply and diversity of housing while at the same time meeting King County growth targets and affordability goals. The strategies the City will focus on include:

- Increase the overall supply of housing and provide access to more affordable homes, and

- Diversify housing stock to provide housing for a variety of income levels as well as support housing needs and supportive services for those experiencing homelessness.

**Infrastructure** supports a connected and multi-modal environment that invests in long-term infrastructure that is smart and green. The initiative affirms Redmond's commitment to preservation and replacement, economic and community vitality, and technology systems that align with city business. Infrastructure strategies include:

- Develop and implement a six-year CIP with proactive project prioritization and alignment of delivery commitments with funding and resource capacity.
- Provide excellent stewardship of existing city infrastructure, ensuring assets are well maintained and reliable.
- Continue to strategically leverage funds by working in partnership with other agencies and the private sector.
- Utilize functional plans and Redmond's Capital Investment Strategy (CIS) as the primary sources of planned capital investment.
- Promote economic vitality through the Redmond Partnership Network continued recovery efforts.
- Maintain technology security programs that align industry best practices.
- Implement a data analytics solution which allows for reporting across business environments.
- Achieve Vision Zero as part of a comprehensive effort to strive to achieve zero traffic deaths and serious injury on Redmond streets.

Protecting all community members in an equitable, inclusive, compassionate, and timely manner is the vision of **Public Safety**. Our community will continue to be healthy by creating a proactive plan to connect at-risk community members to resources that reduce call volume and continue to create a wholistic community health program and support alternatives to incarceration. In addition, the City will continue to implement and enforce building and fire codes and improving safety for pedestrians, bicycles, and motorists. Strategies to achieve the vision include:

- Expand Mobile Integrated Health and continue to partner with King County District Court for the continued operations of Community Court in Redmond.
- Forecast, prepare, and adopt international building and fire codes.
- Manage urban forest interface through continued fire protection systems.
- Identify highest risk locations and develop countermeasure strategies for accident-prone areas.

The Mayor, City Council, city staff, and community work together to support and serve Redmond through services and amenities, involvement opportunities, and by creating an inclusive, equitable, and welcoming community. The Community Strategic Plan seeks to carry out the citywide vision in alignment with other city plans and strategies.



# CITY OF REDMOND

A strategic plan provides a roadmap to the city's major community-based initiatives. It includes programs with associated objectives, strategies, measures, and actions that will be implemented within the community over a specific period.



**Alignment of the organization's vision, mission, and priorities today provides the roadmap to create a better Redmond in the future.**

## Mayor's Vision

A connected community that enhances livability and sustains the environment, and that places Redmond as a leader locally, regionally, and nationally.



**Healthy and Sustainable**  
We value a healthy environment that supports an active community



**Safe and Resilient**  
We value a thriving community where all people feel safe



**Vibrant and Connected**  
We value a well-planned and supported community that provides a sense of place



**Strategic and Responsive**  
We value a city that is welcoming, innovative, and has a continuous learning culture

## FISCAL RESPONSIBILITY

Underlying Redmond's programs and services are financial strategies and plans that inform and support strategic decision-making. Financial policies, the long-range financial strategy, and the City's biennial budget provide the framework to align financial capacity with long-term service objectives.

Currently, the City is implementing a Transportation Benefit District (TBD) to improve Redmond's modal connectivity, protect the City's long-term infrastructure investment, enhance safety, and continue optimal performance of infrastructure over time. Redmond is analyzing other revenue enhancements to close the gap between revenues and expenditures, such as studying user fees for full cost recovery and analyzing other potential sources of revenue.

# COMMUNITY INVOLVEMENT

Community involvement is an important element in each of the initiatives outlined in the Community Strategic Plan, as well as all city projects and programs. City Council and staff are continually working to improve and increase opportunities for the community to provide input and for that input to be incorporated into city work. We are committed to inclusive representation and to emphasizing outreach to historically underrepresented members of our community by bringing the City's message to places outside of City Hall and actively meeting people where they are in order to create greater connection and transparency.



Currently, Redmond is seeking the community's input on projects, including the Redmond 2050 update and the Park, Arts, Recreation, Culture, and Conservation (PARCC) Plan.

## Opportunities for involvement:

Council encourages all members of the community to get involved, share their input, and influence city decision-making through any of the following ways:

(\*\* = share your thoughts on the Community Strategic Plan):

- Email or call the Mayor and Council \*\*
- Provide public comments via items from the audience \*\*
- Visit with Council at community events \*\*
- Submit feedback through LetsConnectRedmond.com \*\*
- Request a city presentation or meeting with your cultural, faith, or non-profit organization \*\*
- Follow, share, and comment on social media \*\*
- Watch or attend Council meetings
- Sign up to receive city eNewsletters
- Volunteer with boards and commissions
- Participate in the City's budget process
- Volunteer with city events
- Join stakeholder groups

## PROGRAM VISION

Redmond's decision-making is informed by robust community involvement that meaningfully and effectively engages the community early and often, focusing on key topics of interest in a manner that is equitable, barrier-free, and recognizes the needs and interests of both the community and the City.

**Let's Connect**  
Redmond



The Community Strategic Plan is nationally recognized by the Government Finance Officers Association (GFOA) through receiving an Award of Excellence for its contribution to the practice of government finance that exemplifies outstanding financial management and long-term planning.

# DIVERSITY, EQUITY, AND INCLUSION (DEI)

**PROGRAM VISION:** A Redmond in which all residents can fully and effectively access city services, influence city policy and direction, and feel a sense of belonging and safety.



## Objective

Establish and support strategic practices that increase our City's ability to provide excellent services, encourage cross-cultural interactions, and strengthen our relationship with our diverse communities.

## Strategies

- Develop a five-year strategic plan that focuses on organizational and community programming consistent with current organizational alignment work of respect, equity, diversity, and inclusion (R.E.D.I.).
- Align best practices that support the development, resiliency, and post-COVID-19 recovery of our growing and diverse community (i.e., Human services and businesses)
- Develop policies that help advance the City's commitment to being an inclusive community and a hate-free zone.
- Work to identify and eliminate resolutions, policies, and procedures that have historical and current racist, prejudicial, biased, and discriminatory implications.

## Measures

- Community satisfaction rating.
- Number of staff and members of boards, commissions, and committees receiving training on respect, equity, diversity, and inclusion (R.E.D.I) and anti-racism and social justice.
- Percentage of staff, members of boards, commissions, and committees who identify as part of an under-represented community.

## Actions

- Identify and establish collaborations and partnerships with diverse groups, businesses, and organizations to ensure a safe, resilient, and engaged community, including DEI strategic plan to define racism and equity to support Redmond's unique characteristics.
- Continue to provide programming in the form of trainings, celebrations, events, activities, coalition building with neighboring cities and community groups, develop opportunities for cross-cultural interactions, and implement welcoming city practices.
- Promote equity through effective and strategic communication practices, deliberate collaborations, and an inclusive and respectful organizational culture.
- Enhance the racial equity toolkit for policy-making purposes.
- Support the implementation of DEI best practices to meet the growing needs of our communities and organization through participation in regional coalitions and initiatives and compliance with ADA and Title VI.
- Expand community outreach and engagement efforts by establishing a community advisory group, targeted outreach, and diversify community partnerships.
- Inform city practices, procedures, and policies to align with DEI objectives; identify potential barriers or challenges and opportunities.

# ENVIRONMENTAL SUSTAINABILITY

**PROGRAM VISION:** A Redmond that creates a healthy, sustainable environment for all generations and conserves our natural resources, affords a high quality of life, and draws from scientific evidence-based data.



## Objective

Achieve carbon neutrality in city operations by 2030 and citywide by 2050 and enhance the health and resilience of Redmond's natural resources as outlined in the [Environmental Sustainability Action Plan](#) and Council's [2020 Climate Emergency Declaration](#).

### Strategy #1

- Reduce Redmond's greenhouse gas emissions and waste generation.

#### Measures

- City of Redmond greenhouse gas emissions (metric tons).
- Percentage of waste diverted from the landfill.

#### Actions

- Implement the Environmental Sustainability Action Plan and Council's 2020 Climate Emergency Declaration objectives.
- Implement policies and programs to increase waste diversion.
- Implement strategies to achieve carbon neutrality for city operations by 2030 and citywide by 2050, in alignment with the Climate Emergency Declaration.
- Develop policies and other programs to promote green building and environmentally sustainable practices in the Redmond community.
- Promote electric vehicle (EV) charging stations in common interest communities and eliminate barriers to access.
- Monitor/implement zoning code rewrites to incorporate zero-emission buildings and sustainable building standards, considering the affordability of development.
- Continue the Eastside Bring Your Own Cup Campaign with Bellevue, Kirkland, and Bothell and advance other efforts to reduce single-use plastic from food service.

### Strategy #2

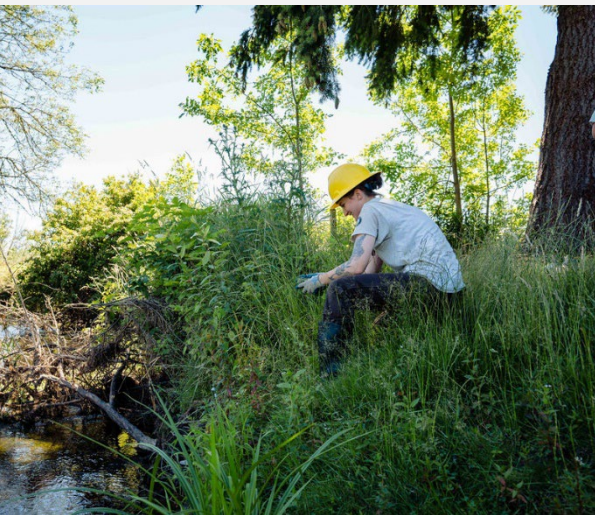
- Protect and enhance Redmond's natural resources.

#### Measures

- Percentage of total Redmond land area covered by tree foliage.
- Percent of stream length with good or higher complexity

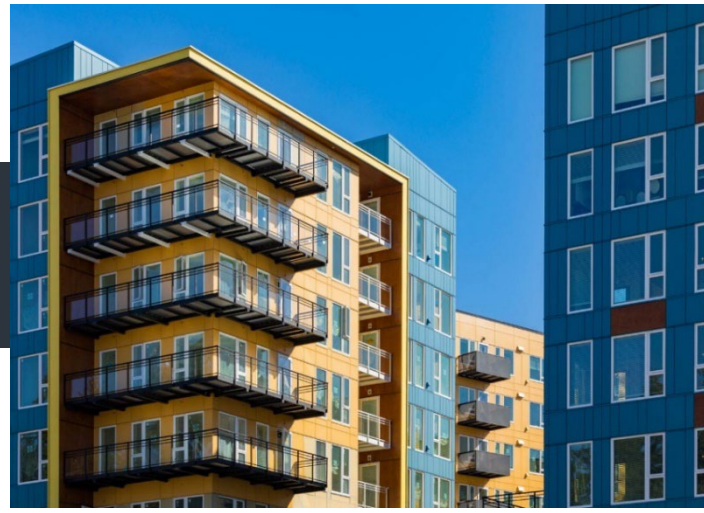
## Actions

- Integrate findings from the 2022 Climate Vulnerability Assessment into Redmond 2050 and other strategic planning efforts to increase the resilience of infrastructure and vulnerable populations to climate change.
- Implement the Tree Canopy Strategic Plan.
- Protect and restore degraded streams and wildlife habitat with projects such as salmon recovery and conservation, culvert replacements, and watershed rehabilitation.
- Responsibly manage the City's groundwater resources.
- Analyze timing and implementation steps to eliminate single-use plastic from food service.
- Seek alternatives to the use of fireworks.



# HOUSING CHOICES

**PROGRAM VISION:** A Redmond that values, provides, and promotes livability and a variety of housing choices for all.



## Objective

Increase the overall supply, variety, and affordability of housing to achieve desired livability and equity outcomes in Redmond as outlined in the [Housing Action Plan](#).

### Strategy #1

- Increase the overall supply of housing and provide access to more affordable homes.

#### Measures

- Progress toward meeting King County growth targets and affordability goals (by AMI) provided in the Countywide Planning Policies.
  - Number of moderate-income housing units. (50-80% AMI)
  - Number of low-income housing units. (30-50% AMI)
  - Number of very low-income housing units. (Less than 30% AMI)
  - Number of affordable units near transit. (Affordable Housing Committee dashboard)
  - Total number of housing units added. (Washington State Office of Financial Management)

#### Actions

- Make substantial progress toward completing the Comprehensive Plan Periodic Review.
- Implement Housing Action Plan two-year goals.
- Monitor effects of the tenant protection ordinance and make recommendations to address unintended outcomes.

### Strategy #2

- Diversify housing stock to provide housing variety for all income levels, abilities, ages, and lifestyles, and to meet the housing needs of people who need supportive services, including people experiencing homelessness.

#### Measures

- Number of housing units by type and tenure. (Source: Source: King County Assessments, and U.S. Census Bureau, 2014-2018 ACS; King County AHC dashboard)
- Percentage of homelessness outreach participants that are housed.

#### Actions

- Implement Housing Action Plan two-year goals.
- Preserve affordable housing, stabilize unsheltered persons and those who are at risk for displacement.
- Make substantial progress toward completing the Human Services Strategic Plan.
- Continue refining renter protections in the municipal code to keep people housed.

### Strategy #3

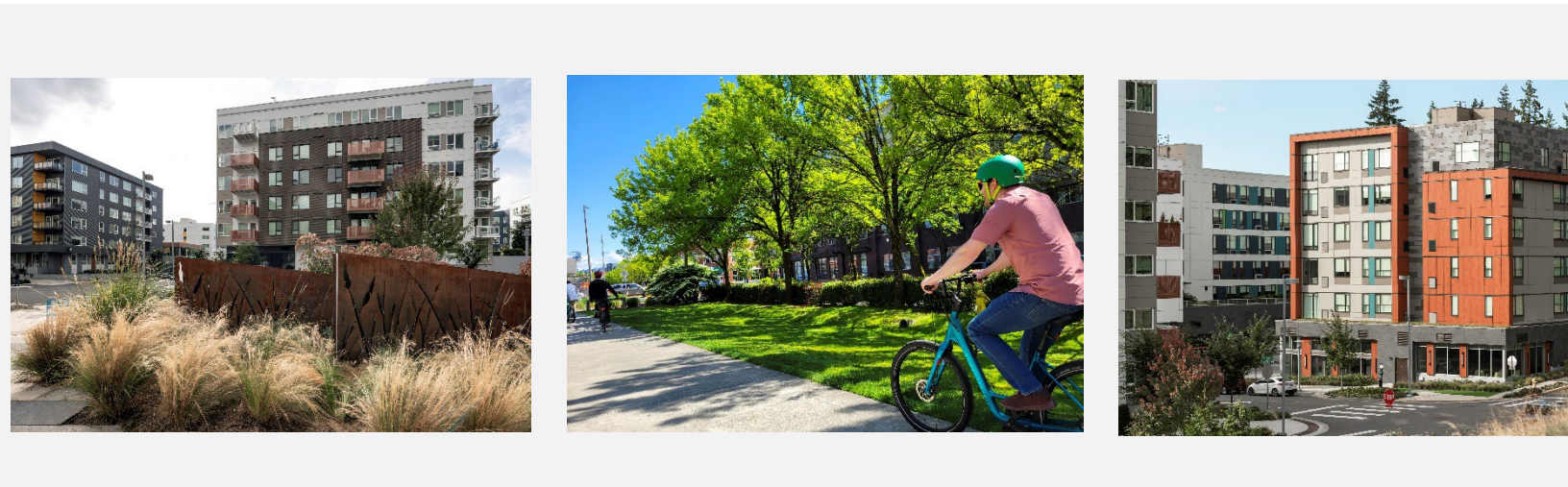
- Create healthy, walkable, and equitable transit-oriented communities. Develop strategies, programs, and projects that promote livability and cultivate “complete neighborhoods” (where shopping, services, amenities, schools, recreation, and transit are easily accessible from where people live).

## Measures

- Number of housing units within 0.5 miles of a light rail station.
- Number of housing units within 0.5 miles of other high-frequency transit lines.
- Ratio of jobs to housing units.
- Network completion for pedestrians in neighborhoods.
- Network completion for bikes.

## Actions

- Promote the benefits of complete neighborhoods through awareness campaigns, partnering with property managers, social service providers, schools, businesses, public health officials, and others.
- Zone for transit-supportive densities and complementary uses (i.e. create transit-oriented communities near light rail stations and high-frequency transit lines).
- Create a better balance between housing and jobs in the community by working to achieve King County growth targets and affordability goals.
- Invest in programs and projects that reduce the need for vehicle trips and/or vehicle ownership.
- Develop and promote micro-mobility options to address first and last mile gaps to accessing light rail and high-frequency transit lines.
- Promote transit-oriented development (TOD) and infill development integrating affordable housing development. (HAP Action 1.4)



# INFRASTRUCTURE

**PROGRAM VISION:** A Redmond that is connected, multi-modal, smart, green, and has high value for long-term infrastructure investments that support the future needs of Redmond.



## Objective #1

Invest in infrastructure preservation and replacement across the City to maintain the current level of service, the reliability of capital assets, and provide timely and cost-effective replacement.

### Strategies

- Develop and implement a six-year CIP that results from proactive project prioritization and alignment focusing on flexible and dynamic delivery within our funding and resource capacity.
- Seek to implement holistic infrastructure projects which address multiple needs at once.
- Provide excellent stewardship of existing city infrastructure to ensure assets are well maintained and reliable.

### Measures

- Maintenance report card on facility condition, pavement condition, water main breaks, and sewer overflows.
- Percentage of water quality tests that meet compliance regulations for safe and clean water.
- Investment in preservation and rehabilitation projects through the City's Transportation Benefit District.
- Implement capital project management software.

### Actions

Planned projects include:

- **Facilities:** completion of the Redmond Senior & Community Center, design and construction of Maintenance and Operations Center (MOC) facilities improvements, and mechanical and electrical improvements to the Public Safety building and seismic retrofit of fire stations.
- **Capital Projects:** per actions discussed in the CIP proviso, select and implement capital project management software, enhance Council reporting and improve metrics for CIP outcomes.
- **Utilities:** wastewater lift station rehabilitation program, rehabilitation of pump stations, and water pressure reducing valve replacement.
- **Parks:** replacement of synthetic turfs sports fields (Grass Lawn and Hartman Parks).
- **Sidewalks:** complete installations and analyze costs of sidewalk clearing policy.

## Objective #2

Continue investments in key opportunity projects that support economic and community vitality.

### Strategies

- Continue to strategically leverage funds for capital investment projects.
- Use functional plans and Redmond's Capital Investment Strategy (CIS) as the primary sources of planned capital investment.
- Fund projects through programmatic constructs allowing for the allocation of CIP dollars to meet emerging needs.
- Promote economic vitality through the Redmond Partnership Network.

## Measures

- Percentage of transportation network completed for all travel modes.
- Ratio of Redmond's transportation supply to transportation system demands (i.e., concurrency).
- Zero traffic related fatalities and serious injuries (Vision Zero).

## Actions

- **Mobility:** Light rail integration, alignment of new bus routes with bike and pedestrian safety projects, North/South Corridor Study, Bel-Red Road bicycle lanes, 156th Avenue NE shared use path, long-term plan to address sidewalk deficiencies (part of TMP development), citywide ADA Compliance Plan, and the Overlake Village Pedestrian Bridge. Analyze curb management, especially around light rail stations and larger destinations for pick-up and drop-off.
- **Maintenance:** Sidewalk repair program, major street improvements and pavement management, Water System Comprehensive Plan, and improve coordination of vegetation control.
- **Recovery:** Through the Redmond Partnership Network, continue united and connected recovery activities (i.e., streeteries, Geek Out Gold) to promote community economic development.
- **Transportation Master Plan:** Advance plans for flexible service to address first/last mile transportation needs and bicycle and pedestrian needs in conjunction with the Vision Zero work.

## Objective #3

Make Redmond a smarter city through creating a solid platform of internal technology systems that support city business more efficiently and provide improved customer experiences.

## Strategies

- Maintain a security program that is aligned with business and industry best practices.
- Implement a data analytics solution which allows for reporting across business environments.
- Align TIS work plans with city priorities through a shared governance process.
- Develop and mature a six-to-eight-year technology investment roadmap in alignment with organizational and community needs.

## Measures

- Network uptime.
- Technology service request response and resolution time.
- Internal and external customer satisfaction feedback.

## Actions

- Monitor newly implemented D365 financial system.
- Identify and implement a project management platform for the Capital Investment Program.
- Implement new payroll and human resources information systems in Workforce Dimensions.
- Modernize and update collaboration tools, including conference room technology.
- Upgrade, enhance, or replace the City permitting platform.
- Design and implement a formal shared governance process.
- Continue collaboration on Asset Management program.

# PUBLIC SAFETY

**PROGRAM VISION:** Protect all members of the community through preparedness, prevention, emergency response, mitigation, and recovery in an inclusive, equitable, compassionate, and timely manner.



## Objective #1

Better the health of our community by continuing to create a proactive plan to connect at-risk community members to resources that reduce call volume and continue to emphasize alternatives to incarceration.

### Strategies

- Expand Mobile Integrated Health to be inclusive of aging disabilities, mental health professionals, and prevention programs.
- Continue to partner with King County District Court for the continued operations of Community Court in Redmond.
- Build a robust network of services to provide referrals after individual contact for mental health, substance abuse, housing, and other human service needs.
- Design a holistic community health program to provide alternative crisis response.

### Measures

- Reduction in low acuity calls through the Mobile Integrated Health (MIH), allowing EMS providers to triage clients in their homes during non-emergent times, reducing call volume and hospital admittance.
- Percentage of cases assigned to legal advocate or public defender.
- Number of cases referred to Community Court and successful participation in Community Court.
- Percentage of homelessness outreach participants that are housed.

### Actions

- Coordination of services and referrals through the THRIVE program that strengthens the community through innovative programs to provide safety, stability, and hope for anyone in need or crisis.
- Complete implementation of the Police body camera program to maintain trust and accountability as well as enhance the safety of the community and its law enforcement officers.
- Quarterly client updates between mental health professional, homeless outreach coordinator, and service providers.
- Creation of unified branding for alternative public safety and human services programs and support for THRIVE through a reimagined community health program.
- Assess alternative public safety and human services referral programs to measure coordination efforts.

## Objective #2

Implementation and enforcement of municipal fire and building codes to sustain prudent growth that protects the natural characteristic of the communities within Redmond.

### Strategies

- Forecast, prepare, and adopt International Fire and Building Codes.

- Work with city planners to manage vegetation in urban areas, continue best practices of fire protection systems, and implement energy codes into commercial and residential properties.

## Measures

- Building code effectiveness grading schedule.
- Percent of inspections completed within 24 hours.

## Actions

- Identify annual performance measures for review and reporting.
- Continue fire system reliability program to assist building owners to track and maintain equipment.
- Continue development services center process improvement.
- Identify amendments to non-conforming structure fire code.

## Objective #3

Ongoing investigation of community-driven safety concerns such as traffic volumes, high accident locations, bike lanes, crosswalks, and sidewalks to improve safety for pedestrians, bicyclists, and motorists.

## Strategies

- Identify the highest-risk locations and develop countermeasure strategies in alignment with Vision Zero.
- Plan for the future needs of a diverse community through operational and capital future forecasting.

## Measures

- Fatal and serious injuries on all roads per 1,000 residents.
- Accident rate per year on all roads per 1,000 residents.

## Actions

- Install rapid flash beacon crossings at various locations identified in the CIP.
- Neighborhood Traffic Calming Program to address neighborhood safety concerns with recommended countermeasures.
- Channelization program to install signs and markings to slow vehicles near high-conflict areas.
- Evaluate operations near Sound Transit stations for pedestrians, bicycles, and motorists to address concerns related to traffic signal, streetlight, crosswalk, and bike lane operations.





The City of Redmond assures that no person shall, on the grounds of race, color, national origin, or gender, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. For more information about Title VI, please visit [redmond.gov/TitleVI](http://redmond.gov/TitleVI).

无歧视声明可在本市的网址 [redmond.gov/TitleVI](http://redmond.gov/TitleVI) 上查阅 | El aviso contra la discriminación está disponible en [redmond.gov/TitleVI](http://redmond.gov/TitleVI).



## Memorandum

**Date:** 10/10/2023

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 23-535

**Type:** Committee Memo

**TO:** Committee of the Whole - Finance, Administration, and Communications

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Finance	Kelley Cochran	425-556-2748
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**DEPARTMENT STAFF:**

Finance	Haritha Narra	Finance Manager
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**TITLE:**

2024 Business License Ordinance

**OVERVIEW STATEMENT:**

Currently, the City assesses \$132.00 per full-time equivalent (FTE) employee doing business in Redmond. Of that total, \$56.00 per FTE goes into the General Fund to support City operations and \$76.00 per FTE is used to fund transportation capital improvements or transportation demand management projects. Ordinance No. XXXX (Attachment A) increases the business license fee in 2024 by 6.5% in accordance with the Consumer Price Index for Urban Wages Earners and Clerical Workers (CPI-W) for the Seattle/Tacoma/Bellevue region for the First Half of 2023. As a result, the business license fee is being increased from \$132.00 to \$141.00 (rounded to the nearest dollar) per FTE in 2024, with \$60.00 per FTE going to the General Fund to support City operations and \$81.00 per FTE dedicated to funding transportation capital improvements or transportation demand management projects.

☒ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Approval of the attached ordinances will establish the 2024 Business License Fee.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

N/A

**Approved in current biennial budget:**

☒ Yes

☐ No

☐ N/A

**Budget Offer Number:**

N/A

**Budget Priority:**

Strategic & Responsive

**Other budget impacts or additional costs:**

☐ Yes

☐ No

☒ N/A

*If yes, explain:*

N/A

**Funding source(s):**

N/A

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
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**Date:** 10/10/2023

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 23-535

**Type:** Committee Memo

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N/A	Item has not been presented to Council	N/A
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**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
10/17/2023	Business Meeting	Approve

**Time Constraints:**

Approval of 2024 Business License Fee should be adopted by December 31, 2023

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A: 2024 Business License Ordinance

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CODE

**ATTACHMENT A**

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING SECTIONS 5.04.070 AND  
5.04.080 OF THE REDMOND MUNICIPAL CODE,  
INCREASING THE BUSINESS LICENSE FEE AS  
REQUIRED BY RCW 35.90, MUNICIPAL BUSINESS  
LICENSING, EFFECTIVE DATE

WHEREAS, the 2017 Washington State Legislature passed  
Engrossed House Bill (EMB) 2005, now codified as Chapter 35.90  
RCW, requiring Washington cities and towns with a business  
licensing program to partner with the Business Licensing Service  
(BLS) for administration of general business licenses; and

WHEREAS, city staff and Washington State Department of  
Revenue staff reviewed the business licensing process and  
procedures set forth in RMC Chapter 5 Business Licenses and  
Regulations for required updates; and

WHEREAS, the City of Redmond, consistent with fiscal  
policies, will update the business license fee annually for the  
coming year based on the Consumer Price Index for Urban Wage  
Earners and Clerical Workers for the Seattle-Tacoma-Bellevue  
region for the first half of the current year; and

WHEREAS, the Consumer Price Index for Urban Wage Earners and  
Clerical Workers for the Seattle-Tacoma-Bellevue region is 6.5% for  
the First Half of 2023, as published by the U.S. Department of  
Labor - Bureau of Labor Statistics.

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NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Classification.      This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2.      Amendment of Subsection.      Redmond Municipal Code 5.04.070, Definitions, is hereby amended to read as follows:

**5.04.070      Procedures for issuance of license.**

(A) *Formal Application Required.* Every person required to procure a City business license under the provisions of this chapter must submit an application for such license to the Business Licensing Service. The application must include all information required for all licenses requested, the total fees due for all licenses, and the application handling fee required by RCW [19.02.075](#).

(1) The City Finance Director will determine whether the application may be approved for license issuance.

(2) An incomplete application for a business license will be deemed abandoned 120 days after the date of submittal, and be administratively withdrawn, unless such application has in the interim been pursued in good faith to be completed. Applicants who have had their application administratively withdrawn will forfeit a minimum of [~~\$132.00 in 2023~~] **\$141.00 in 2024** of the new application fee submitted.

(B) *Commencement of Business Activities.* No person is entitled or authorized to engage in business within the City until such time as the Finance Director has approved the issuance of a business license pursuant to the terms of this

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chapter. The mere acceptance of a business license application by the City does not grant any right or privilege under this chapter, except as otherwise provided by law.

(C) *Burden on Applicant.* The Finance Director, or other designated officer or service, is authorized, but not required, to mail to persons engaging in business forms for applications and/or renewals for licenses. Failure of the person to receive any such form does not excuse the person from making application for and securing the license required by this chapter.

(D) *New License Applications Meet the Requirement for Hazardous Materials Questionnaire Submittal.* Applications for new business licenses, including home businesses, and mobile businesses proposed to operate within the boundaries of Critical Aquifer Recharge Area I and II, must be reviewed by the City of Redmond Director of Public Works, or his or her designee, for regulatory status related to hazardous materials handling and may require submittal of additional information related to hazardous materials handling. Applications for business license renewals may require submittal of additional information related to hazardous materials handling, by the City of Redmond Director of Public Works, or his or her designee, in accordance with the requirements under RMC Chapter [13.07](#), Wellhead Protection.

Section 3. Amendment of Subsection. RMC 5.04.080, Definitions, is hereby amended to read as follows:

**5.04.080 Fees - Payment.**

(A) *Reporting by Hours Method.* The annual business license fee in 2024 is calculated by determining the number of employee

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hours **(1920 hours)** worked in the City of Redmond in the previous year and multiplying that figure by ~~[\$0.068750 in 2023]~~ **\$0.073438 in 2024**. The resulting dollar amount must be rounded to the nearest cent. The City shall allocate ~~[\$56.00]~~ **\$60.00** out of each ~~[\$132.00]~~ **\$141.00** received to the general fund and ~~[\$76.00]~~ **\$81.00** out of each ~~[\$132.00]~~ **\$141.00** received to transportation capital improvements or transportation demand management projects in ~~[2023]~~ **2024**.

(1) *Repealed by Ord 2546.*

(2) *Repealed by Ord 2546.*

(3) Annual employee hours are calculated based on the sum of the four quarterly reports submitted to the Washington State Department of Labor and Industries for the previous year.

(4) It is the responsibility of the employer to determine the number of hours worked within the City from these reports. Businesses that did not file quarterly reports with the Washington State Department of Labor and Industries must determine the number of hours worked within the City and demonstrate, if required, to the satisfaction of the Finance Director, that the number of employee hours worked is correct.

(5) Employers without a full year history must estimate the number of employee hours that will be worked in the current year.

(6) *Repealed by Ord 2839.*

(7) *Repealed by Ord 2839.*

(B) *Repealed by Ord 3033.*

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(C) If at any time during the year it appears that the number of employee hours worked was under-reported at the time of application or renewal, an additional license fee and a penalty on the additional license fee is due. The penalty is equal to 20 percent (20%) per annum of the additional fee, plus any accounting, legal, or administrative expenses incurred by the City in determining the under-reporting or in collecting the tax and penalty.

(D) The license fee for a business required to be licensed under this chapter and not located within the City's corporate limits is also calculated based upon the number of employee hours who worked within the City, as described in subsection (A), but in no event may the license fee due be stated as less than the minimum fee set forth in subsection (E) of this section.

(E) Businesses doing business in the City that have no employees physically working within the City must pay the minimum license fee required under this chapter.

(F) The minimum fee for any license issued under this chapter is [~~\$132.00 in 2023~~] **\$141.00 in 2024**.

(I) *Exemptions.* The following entities may claim an exemption from the City's license application and renewal fees, but if so exempt under this subsection such entities must still register and obtain a City business license under this chapter, unless otherwise indicated.

(a) Any nonprofit entity exempt from taxation under a provision of [26 U.S.C. § 501\(c\)](#), provided they submit a copy of their Internal Revenue Service tax exemption status determination letter.

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(b) Governmental entities that engage solely in activities which are not exclusively governmental, such as some activities of a hospital or medical clinic.

(c) A nonprofit organization operated exclusively for a religious purpose and deemed by the Internal Revenue Service as exempt from Federal taxation under 26 U.S.C. § 501(c)(3), even without the issuance of a tax exemption determination letter, is fully exempt from all requirements of this chapter. Such a religious organization conducting any actual commercial business activity beyond their core religious purpose is fully liable for complying with all licensing requirements of this chapter for such other business activities.

(d) Civic groups, service clubs, and social organizations that are not engaged in any profession, trade, or occupation, but are organized to provide civic, service or social activities in the City. Examples of such organizations may include but are not limited to: Soroptimists; Kiwanis; Lions; Rotary; American Legion; children's and adults' athletic organizations; and similar types of groups, clubs or organizations.

(e) For purposes of the license by this chapter, any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the City is equal to or less than \$2,000 and who does not maintain a place of business within the City, shall submit a business license registration to the Director or designee, but be exempt from the City license fee therefor. The threshold does not apply to regulatory license requirements or activities that require a specialized permit.

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(G) The annual license fee is due on or before the license expiration date.

(H) A licensee may request that the City refund that portion of the annual business license overpaid on the basis that the business miscounted the number of employee hours worked. The request must be in writing and the City must receive the request and all supporting payroll documentation no later than 60 days after the end of the licensee's fiscal year in which the error was made. If the Finance Director is satisfied that the business paid an excess business license fee, then the City will refund the excess fee paid by the business during either the current license year or no further than one prior license year past.

(I) Payment made directly to the City by check shall not be deemed a payment of the fee unless and until the same has been honored in the usual course of business, nor shall acceptance of any such check operate as an acquittance or discharge of the fee unless and until the check is honored. Any person who submits a business license fee payment by check to the City pursuant to the provisions of this chapter shall be assessed a NSF fee set by the Finance Director if the check is returned unpaid by a bank or other financial institution for insufficient funds in the account or for any other reason. Payment by check submitted to the Business Licensing Service will be subject to applicable rules adopted by the Washington State Department of Revenue.

(J) If any person required by the terms and provisions of this chapter to pay a license fee for any period fails or refuses to do so, the person shall not be granted a license for the current period until the delinquent license fee, together

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with penalties, has been paid in full. Any license fee due and unpaid under this chapter and any penalties thereon shall constitute a debt to the City and may be collected in court proceedings in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies.

Section 4. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 5. Effective Date. This ordinance shall take effect and be in full force on January 1, 2024, provided five days have passed since the date of publication of a summary in the City's official newspaper or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, CMC, CITY CLERK

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APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

By: \_\_\_\_\_

FILED WITH THE CITY CLERK:

PASSED BY THE CITY COUNCIL:

SIGNED BY THE MAYOR:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO. \_\_\_\_\_



## Memorandum

**Date:** 10/10/2023

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 23-534

**Type:** Committee Memo

**TO:** Committee of the Whole - Finance, Administration, and Communications

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Finance	Kelley Cochran	425-556-2748
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**DEPARTMENT STAFF:**

Finance	Terry Marpert	425-556-2428
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**TITLE:**

City of Redmond-PPF AMLI Redmond Way LLC Lease Agreement

**OVERVIEW STATEMENT:**

This is a proposed lease of City property at 16725 Cleveland St. (former Motley Zoo site) to PPF AMLI Redmond Way LLC (AMLI), for use as construction parking. The lease is for two years with a possible one-year extension with City approval, with rent set at \$4,000.00 per month.

☐ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
RCW 35A.11.010 Rights, Powers, and Privileges - provides the authority for the City Council to enter into lease agreements.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

This lease provides the City with revenue from property that would otherwise be vacant in the near term. Under a separate agreement, AMLI will be demolishing the existing building in preparation for use as construction parking for

**Date:** 10/10/2023

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 23-534

**Type:** Committee Memo

workers at AMLI's mixed-use residential project on the former Value Village site.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

**BUDGET IMPACT:**

**Total Cost:**

Revenue to the City will be \$4,000/month or \$48,000/year

**Approved in current biennial budget:**

☐ Yes

☒ No

☐ N/A

**Budget Offer Number:**

Enter the budget number from the adopted budget. If from a previous biennial budget, include the biennium too.

**Budget Priority:**

Strategic and Responsive

**Other budget impacts or additional costs:**

☐ Yes

☐ No

☒ N/A

*If yes, explain:*

N/A

**Funding source(s):**

N/A

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

**Proposed Upcoming Contact(s)**

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**Date:** 10/10/2023

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 23-534

**Type:** Committee Memo

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Date	Meeting	Requested Action
10/17/2023	Business Meeting	Approve

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

Loss of rental income.

**ATTACHMENTS:**

Attachment A - Draft Lease Agreement

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made by and between the CITY OF REDMOND, a municipal corporation (hereinafter "Property Owner"), and PPF AMLI REDMOND WAY, LLC, a Delaware limited liability company (hereinafter "Tenant") effective as the date last signed by Property Owner and Tenant (the "Effective Date").

### WITNESSETH

FOR AND IN CONSIDERATION of the rents herein reserved and in further consideration of the mutual promises, terms and conditions hereof, the parties hereby agree as follows:

#### 1. PREMISES

Property Owner hereby leases to Tenant, and Tenant hereby leases from Property Owner, all of the real property described in Exhibit A attached hereto and all improvements located thereon (the "Premises"), being located at 16725 Cleveland Street, Redmond, Washington 98052, also known as King County Assessor Parcel 1225059019, with a area of 25,913 square feet.

#### 2. USE

2.1. Use. The Premises shall be used by Tenant for purposes of facilitating the demolition and construction of improvements on the real properties owned by Tenant located to the East of the Premises ("Tenant's Properties"), including, without limitation, exclusive use of the Premises by Tenant, Tenant's contractors, consultants and suppliers and their respective invitees, employees and subcontractors for (i) parking and (ii) placement and use of trailers, materials, equipment, scaffolding, and construction fences.

2.2. Other Agreements. Property Owner represents and warrants there are no agreements that would prevent, restrict or limit Tenant's use of the Premises as permitted in this Lease other than that certain Reciprocal Access and Parking Easement recorded December 15, 1988, under Instrument No. 8812150222 in Exhibit B. Tenant agrees that its use of the Premises shall be subject to such Reciprocal Access and Parking Easement.

#### 2.3. Tenant Responsibilities.

2.3.1. Tenant shall be responsible, at its cost, for (i) maintaining all required silt fencing and erosion control per the City's stormwater requirements and building inspector direction; and (ii) protecting adjacent public facilities (curb, sidewalk, utilities, etc.).

2.3.2. Notwithstanding anything in this Lease to the contrary, Tenant shall not be liable nor responsible for, the removal, remediation or disposal from the Premises of any hazardous materials located on, in or under the Premises or any adjacent property including on, in or under any improvements, soils or groundwater.

2.3.3. Tenant will not bring hazardous materials onto the Premises. However, Tenant will be liable and responsible for the removal, remediation, or disposal from the premises of any hazardous materials located on, in or under the Premises or any adjacent property including on, in or under any improvements, soils, or groundwater, caused by or the result of the Tenant's use of the Premises to the extent that such hazardous materials were brought upon the Premises by Tenant or Tenant's contractors, consultants, and suppliers.

### 3. TERM

The Premises is hereby leased to Tenant a period for two (2) years commencing on the Effective Date. At the end of the two (2) year term, Tenant may request that the Property Owner agree to extend the term of the lease on a month-to-month basis for up to one additional year. Such request by Tenant shall be in writing and submitted to the Property Owner at least ninety (90) days in advance of the two (2) year term. This Lease may be terminated by either Property Owner or Tenant at any time upon ninety (90) days' prior written notice to the other party, without payment of any termination fee or penalty.

### 4. CONSIDERATION

4.1. Rent. Commencing on the Effective Date, Tenant agrees to pay Property Owner at the address listed in Section 19. Notices, rent of \$4,000.00 per month, prorated for partial months.

4.2. Leasehold Excise Tax. In addition to rent, Tenant shall pay to Property Owner, the leasehold tax of 12.84% of the Rent as set forth in RCW Chapter 82.29A - Leasehold Excise Tax (as amended from time to time). The leasehold excise tax shall be due and payable to the Property Owner monthly at the same time rent is due and payable.

### 5. UTILITIES

Neither Property Owner nor Tenant shall be responsible for providing, maintaining, repairing, or replacing any utilities to the Premises.

### 6. ACCEPTANCE AND CARE OF PREMISES

Tenant has inspected the Premises and accepts the Premises "AS IS" in its present condition. During the term of this Lease and any extension thereof, Tenant, at Tenant's sole cost, shall keep the Premises in a neat, clean, and sanitary condition and in compliance with all applicable statutes, city ordinances and directions or regulations of the proper public authorities as required for Tenant's use of the Premises as provided in this Lease; provided, Property Owner agrees Tenant shall not be required to maintain, improve, repair, or replace any buildings, equipment or improvements located on the Premises as of the Effective Date.

## 7. INSURANCE

Tenant (or Tenant's demolition contractor) shall maintain commercial general liability insurance against any loss, liability or damage on, about or relating to Tenant's activities involving the Premises with limits of not less than \$5,000,000 combined single limit, per occurrence and in the aggregate, and containing a deductible or self-insured retention of not more than \$10,000. Tenant is responsible for all the costs and expenses of the deductible or self-insured retention. The insurance shall name Property Owner as a Primary Non-Contributory additional insured. The insurance shall (a) be written by a company having a financial rating of at least "X" (ten) and a general policy holder's rating of "A," as rated in the most current Best's Key Rating Guide Property – Casualty, (b) have attached thereto an endorsement that such policy shall not be cancelled or materially changed without thirty (30) days' prior written notice to Property Owner, and (c) provide for severability of interests. Tenant shall deliver a certificate of insurance for the insurance policy required under this paragraph to Property Owner within 30 days following execution of this Lease. In addition, Tenant shall maintain Workers Compensation and Employers' Liability insurance as required by Washington State.

## 8. INDEMNIFICATION

Tenant agrees to hold harmless, indemnify and defend Property Owner from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of Tenant, or damage to property, arising out of a willful misconduct or negligent act, error, or omission of Tenant, its officers, agents, contractors or employees, in connection with Tenant's activities under this Lease, provided, however, that:

8.1 Tenant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage to the extent caused by or resulting from the willful misconduct or negligence of Property Owner; and

8.2 Tenant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of Tenant, or of the Tenant and a third party other than an officer, agent, contractor or employee of Tenant, shall apply only to the extent of the negligence or willful misconduct of Tenant.

## 9. ALTERATIONS OR IMPROVEMENTS

Tenant shall not make any alterations, additions, renovations or improvements in or to the Premises without first obtaining the written consent of Property Owner. All alterations, additions, renovations and improvements which shall be made shall be at the sole cost and expense of Tenant and, if not removed by Tenant, shall become a part of the real property and belong to Property Owner and shall remain in and be surrendered with the Premises by Tenant at the sole discretion of Property Owner. Tenant further agrees to indemnify and hold Property Owner and the Premises free and harmless from, and against, any and all damages, injuries, losses, liens, costs or expenses (including attorneys' fees) incurred, claimed or arising out of said work. Property Owner reserves

the right to review and approve Tenants' plans, specifications and contractor and, further, Property Owner reserves the right to impose such restrictions or conditions upon its consent to the above work, including the requirement that Tenant appropriately bond the same, as Property Owner may deem reasonably appropriate. During the term of this Lease, Property Owner shall not make any alterations, additions or improvements to the Premises without the prior consent of Tenant.

#### 10. COMPLIANCE WITH LAWS

Tenant shall comply fully with all federal and state statutes and city ordinances now or hereafter in force in respect to the Premises and Tenant's activities therein; provided, Property Owner agrees Tenant shall not be required to maintain, improve, repair, or replace any buildings, equipment or improvements located on the Premises as of the Effective Date or excavate, remove and/or remediate any below-grade improvements (including, without limitation, any underground storage tanks or utilities), soils, groundwater, and/or hazardous substances existing in or about the Premises as of the Effective Date except for and to the extent that such hazardous materials were brought upon the Premises by Tenant or Tenant's contractors, consultants and suppliers. Tenant warrants and represents to Property Owner that Tenant shall use the Premises only for lawful purposes.

#### 11. SIGNS OR ADVERTISING

Tenant will not inscribe, post, place, or in any manner display any sign, notice, picture, poster or any advertising matter whatsoever anywhere in or about the Premises, without first obtaining Property Owner's written consent thereto; provided, Tenant may, without the consent of Property Owner, display identification, informational, wayfinding, rules, restrictions, parking, and similar signs that comply with applicable laws. Any consent so obtained from Property Owner shall be with the understanding and agreement that Tenant will remove same at the termination of the tenancy herein created and repair any damage or injury to the Premises or the Building caused thereby.

#### 12. WASTE AND UNLAWFUL USE

Tenant will not commit or suffer any waste upon the Premises, or disturb the quiet enjoyment of any occupants of adjacent properties by making or suffering any nuisance, undue or unseemly noise, or otherwise (provided, Property Owner agrees that the uses permitted under this Lease shall not be prohibited as long conducted in compliance with all applicable laws), and will not do or permit to be done in or about the Premises anything which is illegal or unlawful.

#### 13. COSTS AND ATTORNEYS' FEES

If, by reason of any default or breach hereunder by Property Owner or by Tenant, it becomes necessary to institute a lawsuit, the prevailing party in such action shall be entitled to recover, as part of any judgment, such amount as the court shall determine reasonable as attorneys' fees for the prevailing party in such lawsuit, together with taxable costs.

#### 14. NONWAIVER OF BREACH

The failure of Property Owner to insist upon strict performance of any of the covenants and agreements of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such or of any other covenant or agreement, but the same shall be and remain in full force and effect.

#### 15. REMOVAL OF PROPERTY

In the event of any entry in, or taking possession of, the Premises upon the termination of this Lease, Property Owner shall have the right, but not the obligation, to remove from the Premises all personal property located therein, and may store the same in any place selected by Property Owner, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Tenant, after it has been stored for a period of thirty (30) days or more. The proceeds of such sale shall be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Tenant to Property Owner under any of the terms hereof, with the balance, if any, to be paid to Tenant.

#### 16. HOLDOVER

If Tenant shall, without the written consent of Property Owner, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Washington. During such tenancy, Tenant agrees to pay to Property Owner the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all the terms, covenants and conditions as herein specified, so far as applicable.

#### 17. COOPERATION PROVISION

Both parties agree to cooperate to carry out the terms of this Lease. Each of the parties agree to execute, acknowledge, and deliver upon request of either party any document which requesting party reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof, so long as such imposes no different or greater burden upon such party that is otherwise imposed hereunder.

#### 18. ASSIGNMENT AND SUBLETTING

18.1 Tenant shall not transfer, assign, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant, Tenant's contractors, consultants and suppliers and their respective invitees, employees and subcontractors, or sublet the Premises, or any part thereof, without the prior written consent of Property Owner in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law.

18.2 Any assignment or subletting without Property Owner's consent shall be void, and shall constitute a default hereunder which, at the option of Property Owner, shall result in the termination of this Lease or exercise of Property Owner's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under, or through Tenant.

## 19. NOTICES

All notices, statements, demands, requests, consents, approvals, authorization, agreements, or designations under this Lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if sent by (i) certified mail, return receipt requested, postage prepaid, or (ii) established express courier service which provides for evidence of receipt, such as Federal Express, DHL, or UPS, postage prepaid, and addressed as follows:

To Tenant: PPF AMLI REDMOND WAY, LLC  
425 Pontius Avenue North, Suite 400  
Seattle, WA 98109  
Attn: Scott A. Koppelman

To Property Owner: CITY OF REDMOND  
Finance – Real Property, MS: 3NFN  
15670 NE 85<sup>th</sup> St.  
P.O. Box 97010  
Redmond, WA 98073-9710

## 20. LEINS AND ENCUMBRANCES

Tenant shall keep the Premises free and clear of any liens and encumbrances arising out of the use and occupancy of the Premises by Tenant. At Property Owner's request Tenant shall furnish Property Owner with written proof of payment of any item which, if not paid, would or might constitute the basis for such a lien on the Premises.

## 21. BREACH BY TENANT

In the event that the Tenant defaults in the performance of any of the terms, provisions, covenants and agreements on the Tenant's part to be kept, observed and performed, and such default is not corrected within thirty (30) days after the receipt of written notice thereof from Property Owner; then, in such event, Property Owner, at its option at any time thereafter, may terminate this Lease together with all of the estate, right and title thereby granted to or vested in the Tenant by giving ninety (90) days' notice in writing of such election, by certified mail addressed to the Tenant at the address specified in this Lease, and at the expiration of such ninety (90) day period, this Lease and all of the estate, right, title and interest thereby granted to or vested in the Tenant shall then cease and terminate, and Property Owner may re-enter said Premises using such force as may be required; provided, in the event, Property Owner exercises its remedies to terminate the Lease and

all cure periods have expired, within thirty (30) days of receipt of Property Owner's notice terminating the Lease, Tenant shall cease occupying the Premises. Notwithstanding the foregoing, except for the failure to pay rent or maintain insurance by Tenant, Property Owner's remedies shall not be exercised if within the initial thirty (30) day notice period Tenant cures the default, or if the default is curable, but cannot reasonably be cured within that time period, Tenant begins to cure such default within such time period and diligently pursues such action to completion. Notwithstanding such re-entry by Property Owner and anything to the contrary in this Lease, the liability of the Tenant for the rent provided for herein shall not be extinguished for the balance of the term of this Lease. Property Owner shall have the right to determine the existence of any default in performance or other breach or violation of the terms and conditions hereof on the part of the Tenant.

## 22. MISCELLANEOUS

22.1 The paragraph and section headings hereof are for convenience only and shall not be used to expand or interpret the meaning of any part of this Lease.

22.2 Time is of the essence hereof.

22.3 If any portion of this Lease shall be deemed void, illegal or unenforceable, the balance of this Lease shall not be affected thereby.

22.4 This Lease shall be interpreted under the laws of the State of Washington.

22.5 The parties agree that the Superior Court of the State of Washington for King County shall have sole jurisdiction over any question, claim, loss or injury arising hereunder.

22.6 Tenant acknowledges that except as expressly set forth in this Lease, neither Property Owner nor any other person has made any representation or warranty with respect to the Premises. Specifically, but not in limitation of the foregoing, no representation has been made or relied on with respect to the suitability of the Premises for the conduct of Tenant's business.

22.7 Property Owner does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise.

22.8 Property Owner shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Property Owner's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or service, or acts of God.

22.9 This Lease and the exhibits, riders and/or addenda, if any, attached hereto, constitute the entire agreement between the parties. All exhibits, riders or addenda mentioned in this Lease are incorporated herein by reference. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Property Owner or Tenant unless reduced to writing and signed. Submission of this Lease for examination

does not constitute an option for the Premises and becomes effective as a lease only upon approval of this Lease by Property Owner, and execution and delivery of this Lease by Property Owner to Tenant. If any provision contained in a rider or addenda is inconsistent with a provision in the body of this Lease, the provision contained in said rider or addenda shall control. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph.

22.10 This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Lease to physically form one document. To facilitate execution of this Lease, counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[signatures on following page]

Property Owner:

**CITY OF REDMOND,  
a municipal corporation**

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Tenant:

**PPF AMLI REDMOND WAY, LLC,  
a Delaware limited liability company**

By: PPF AMLI Devco, LLC,  
a Delaware limited liability company,  
its sole Member

By: PPF AMLI Co-investment, LLC,  
a Delaware limited liability company,  
its Manager

By: AMLI Residential Properties, L.P.,  
a Delaware limited partnership,  
its Manager

By: AMLI Residential Partners LLC,  
a Delaware limited liability company,  
its General Partner

By: \_\_\_\_\_

Name: Scott A. Koppelman

Its: Authorized Person

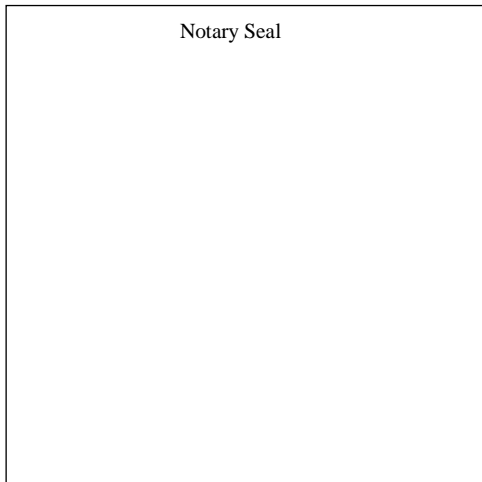
Date: \_\_\_\_\_, 2023

ACKNOWLEDGEMENT OF PROPERTY OWNER

STATE OF )  
 ) §  
COUNTY OF )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument on oath stated that he/she/they was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of CITY OF REDMOND, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.



Notary Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public in  
and for the State of: \_\_\_\_\_

Residing in: \_\_\_\_\_

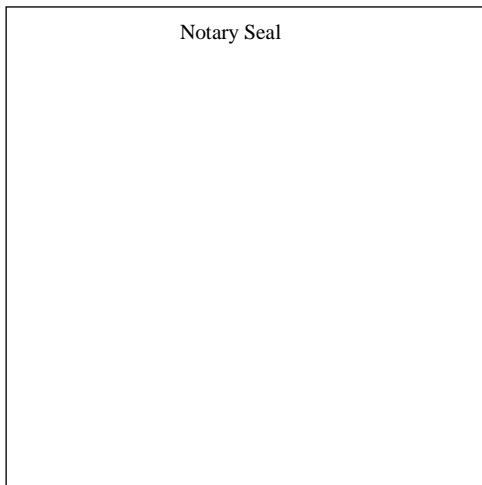
My Commission Expires: \_\_\_\_\_

ACKNOWLEDGEMENT OF TENANT

STATE OF                                 )  
  ) §  
COUNTY OF                            )

I certify that I know or have satisfactory evidence that SCOTT A. KOPPELMAN signed this instrument on oath stated that he was authorized to execute the instrument and acknowledged it as the Authorized Person of AMLI Residential Partners LLC, a Delaware limited liability company, the General Partner of AMLI Residential Properties, L.P., a Delaware limited partnership, the Manager of PPF AMLI Co-investment, LLC, a Delaware limited liability company, the Manager of PPF AMLI Devco, LLC, a Delaware limited liability company, the sole Member of PPF AMLI REDMOND WAY, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.



Notary Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public in  
and for the State of: \_\_\_\_\_

Residing in: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXHIBIT A  
TO  
LEASE AGREEMENT

Legal Description of Premises

Legal Description of Property Conveyed by Bargain and Sale Deed

**Parcel A:**

That portion of the Northwest quarter of the Northwest quarter of Section 12, Township 25 North, Range 5, East, W.M., in King County, Washington, described as follows:

Beginning at a stone monument at the Northeast corner of said subdivision;

Thence South 00°42'13" East 986.24 feet to a stone monument at the intersection of Railroad Avenue and Union Street;

Thence South 87°48'40" West 172.40 feet to the TRUE POINT OF BEGINNING;

Thence South 02° 17'16" East 249.34 feet to the Northeasterly margin of the Northern Pacific Railway Company's Right of Way;

Thence South 70°59'43" East along said margin 111.82 feet, to the West line of the East 60 feet of said subdivision;

Thence North 00°40'05" West parallel with the East line of said subdivision 289.87 feet to a point that bears North 87°48'40" East from the TRUE POINT OF BEGINNING;

Thence South 87°48'40" West 112.38 feet, to the TRUE POINT OF BEGINNING;

EXCEPT Railroad Avenue;

(ALSO KNOWN AS Parcel 2 of City of Redmond Lot Line Adjustment Number SS-85-34 recorded under Recording Number 8511140912).

**Parcel B:**

A non-exclusive easement for vehicular ingress and egress and parking as established by Reciprocal Access and Parking Easement recorded December 15, 1988, under Recording Number 8812150222.

King County Assessor Parcel Number 122505-9019

EXHIBIT B  
TO  
LEASE AGREEMENT

Reciprocal Access and Parking Easement

After Recording, Mail to:

Reaugh, Fischmaller & Oettinger  
3000 Martin Building  
Seattle, WA 98121  
Attn: Dick Oettinger

RECIPROCAL ACCESS AND PARKING EASEMENTS

RECITALS

A. Parcel 1. Cleveland Street Investors, an Oregon venture, is the owner of the estate legally described as follows:

Parcel 1 of City of Redmond Lot Line Adjustment No. SS-85-34, recorded under Recording No. 8511140912, records of King County, Washington.

B. Parcel 2. Kelley Properties, a Washington general partnership is the owner of the estate legally described as follows:

Parcel 2 of City of Redmond Lot Line Adjustment No. SS-85-34, recorded under Recording No. 8511140912, records of King County, Washington.

C. Adjacent Parcel. Burlington Northern Railroad owns the property depicted on the attached Exhibit A which is adjacent to and south of Parcels 1 and 2 (hereafter "Burlington Northern Right of Way").

AGREEMENT

Now, therefore, for mutual consideration, the parties agree as follows:

§1. Vehicular Access Easement. Each party hereby grants, conveys and establishes for the benefit of the other, including its tenants and licensees, a nonexclusive, reciprocal easement for vehicular ingress, egress and regress upon the driveways and parking areas constructed on each parcel. Each party, however, reserves the right to exercise reasonable control over such driveways and parking areas in a manner consistent with the rights of ingress, egress and regress granted herein so as to ensure to both parties, including their tenants and licensees, the quiet and useful enjoyment of their respective estates and the property rights relating thereto. Said driveways may be hereafter altered, modified or relocated by their owner as long as such owner continues to provide a right of way over a driveway to the parking areas described in § 2; provided that any such new right of way shall not defeat the benefits inuring to each party by this agreement including the access by emergency vehicles to each parcel.

RECEIVED THIS DAY

DEC 15 9 39 AM '88  
BY THE DIVISION OF  
RECORDS & ELECTIONS  
KING COUNTY

8812150222

Find by Chicago Title Insurance Co.  
Ref. # 125856-6

88/12/15  
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\*\*\*\*\*9.00  
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8812150222

§2. Parking Easement. Each party hereby grants, conveys and establishes for the benefit of the other, including its tenants and licensees, a reciprocal easement for overflow customer parking along the southern most row of parking as may be from time to time constructed adjacent to the Burlington Northern right of way on each parcel.

§3. Limitation. Each party may restrict or exclude from its respective driveway and parking area, over-sized vehicles or other vehicles which cause damage to the premises, risk to persons, or inconvenience to the parties, including their tenants and licensees, whether such damage, risk or inconvenience has been or is caused by the condition or size of the vehicle, or its mode of operation.

§4. Effective Date. These reciprocal easements become effective upon recording.

§5. Construction and Maintenance of Easement Facilities. Each party shall maintain and keep in good repair its respective parking area and driveway located upon its own property and shall keep such areas and driveways striped, and free and clear of snow, ice, rubbish and obstructions; and shall provide adequate drainage, and or lighting thereon as may be required by municipal authorities.

§6. Eminent Domain. If either parcel, or any part thereof, is taken by any governmental agency in the exercise of its power of eminent domain, the award granted under such proceedings or any settlement in lieu thereof for the taking of such property shall be payable to the respective owners of Parcels 1 and 2 in proportion to the owner's fee ownership interest which was taken. If less than all of either parcel is taken, the easement rights granted hereunder shall continue to the extent feasible.

§7. Covenants Running with Land. The easements, covenants and agreements contained herein are intended to run with the land and to bind each party, its respective successors and assigns.

§8. Disputes. Any unresolved dispute between the parties pertaining to these reciprocal easements shall be submitted to the American Arbitration Association and shall be resolved thereby. In the event of any suit the prevailing party shall be awarded court costs and attorney's fees.

8812150222

KELLEY PROPERTIES, a  
Washington general part-  
nership

By Thomas J. Bræden  
Thomas J. Bræden

By Donald Kelley  
Donald Kelley,  
General Managing  
Partner

By Jon Rinker  
Jon Rinker

By Stephen P. Zimmer  
Stephen P. Zimmer

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

I certify that I know of or have satisfactory evidence that Thomas J. Braeden, Jon Rinker and Stephen P. Zimmer signed this instrument, on oath stated that they are the only three joint venturers comprising Cleveland Street Investors, an Oregon joint venture, and that they are authorized to execute the instrument and acknowledge it on behalf of Cleveland Street Investors as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 14<sup>th</sup> day of NOVEMBER, 1988.



Scott Snome  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Holladay

My appointment expires 3-2-59

8812150222

STATE OF WASHINGTON )  
 ) ss: Acknowledgment of  
COUNTY OF KING ) Donald Kelley

On this 14th day of December, 1988, personally appeared before me Donald Kelley, to me known to be the general managing partner of Kelley Properties, a Washington general partnership, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Scott Smouse  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Belleme  
My appointment expires 3-2-89

8812150222

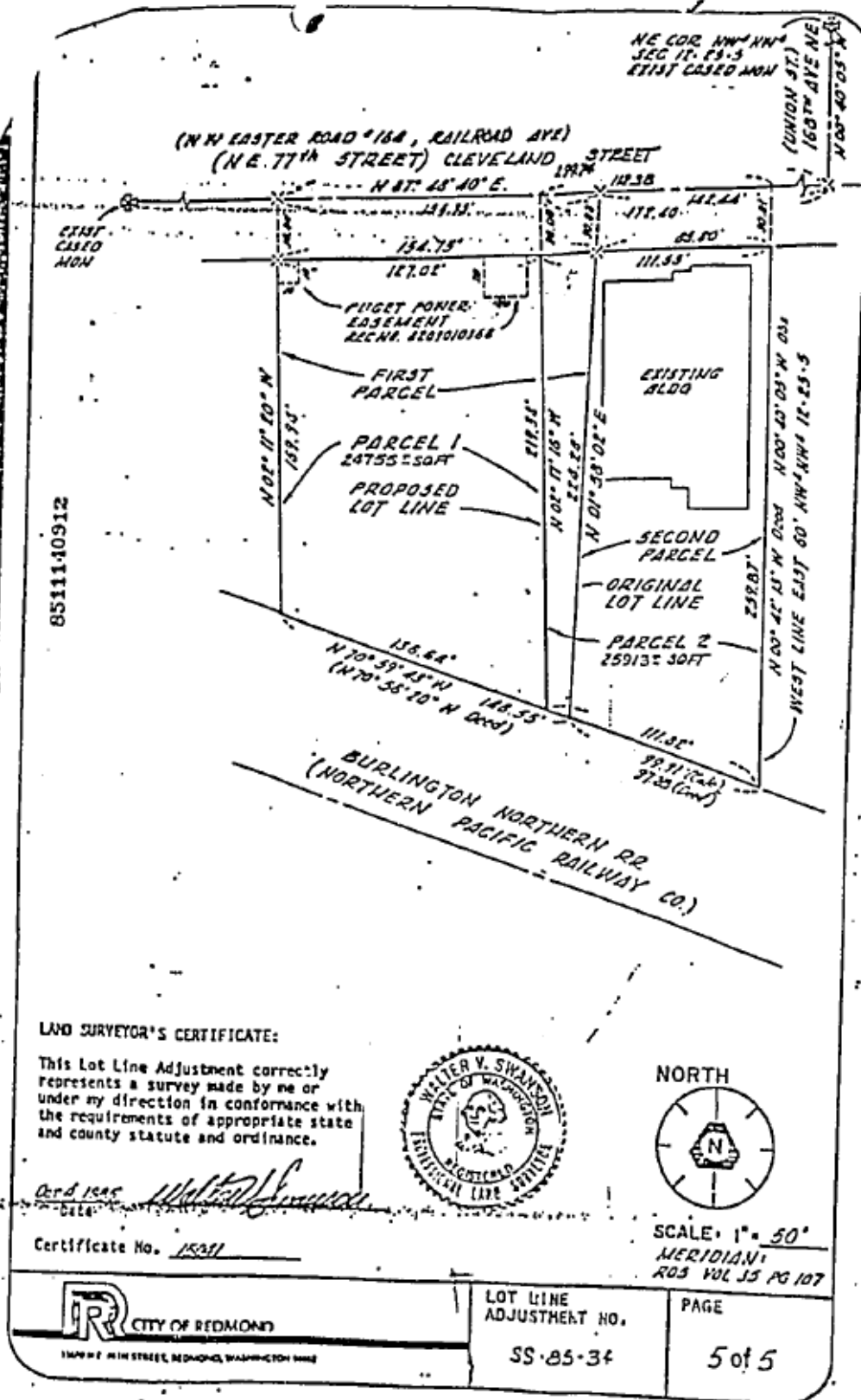


EXHIBIT A



## Memorandum

**Date:** 10/10/2023

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 23-490

**Type:** Committee Memo

**TO:** Committee of the Whole - Finance, Administration, and Communications

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Finance	Kelley Cochran	425-556-2748
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**DEPARTMENT STAFF:**

Finance	David Amble	Real Property Specialist
Finance	Terry Marpert	Real Property Manager

**TITLE:**

New Telecommunications Lease with Crown Castle GT Company LLC at City of Redmond Fire Station 14.

**OVERVIEW STATEMENT:**

The City of Redmond has an existing lease with Crown Castle GT Company LLC to operate a wireless telecommunications facility at City of Redmond Fire Station 14, located at 5021 264th Ave. NE. The original lease in place since 1998, now assigned to Crown Castle after Crown's parent company acquired the original leaseholder, GTE West, expired on June 30, 2023. A holdover clause allows for Crown to continue to operate the lease until renewal is approved or denied. To continue using their leasehold area at Fire Station 14, Crown Castle needs approval of a new lease by the City.

Crown Castle's existing wireless facility consists of a ground pad with control boxes, a concrete pedestal, and a monopole mast with telecommunications arrays leased to existing wireless telecommunication subtenants, currently AT&T and T-Mobile. There are no plans to make any physical changes to the existing monopole structure; however, Crown Castle also has a Master License Agreement with DISH Wireless, LLC that will allow for DISH to go onto the tower, once this lease is approved, and subsequently the City of Redmond - DISH lease is approved under a separate action. Under the new lease terms, there are no changes to the existing infrastructure or footprint of Crown Castle's leasehold area.

☒ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**

**Date:** 10/10/2023

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 23-490

**Type:** Committee Memo

N/A

- **Council Request:**

N/A

- **Other Key Facts:**

N/A

**OUTCOMES:**

Approval of this lease replaces a lease that has been in place since 1998 with some amendments. The new lease will allow Crown Castle to continue to operate its wireless telecommunications equipment at Fire Station 14. Under the new lease starting annual rent would be \$34,185, with an annual escalation of a minimum of 4%. Revenue generated from the lease is accrued to the Redmond Fire Department.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

**BUDGET IMPACT:**

**Total Cost:**

\$0.00

**Approved in current biennial budget:**

☐ Yes

☐ No

☒ N/A

**Budget Offer Number:**

N/A

**Budget Priority:**

N/A

**Other budget impacts or additional costs:**

☒ Yes

☐ No

☐ N/A

***If yes, explain:***

Revenue generated by this lease accrues to the Fire Department.

**Funding source(s):**

N/A

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached.**

**Date:** 10/10/2023

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 23-490

**Type:** Committee Memo

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
Click and select a date, or click and press delete if none.	Click and select a meeting from the dropdown menu.	Click and select an action from the dropdown menu.

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
10/17/2023	Business Meeting	Approve

**Time Constraints:**

None. The existing lease has a holdover clause allowing for Crown Castle to remain operating their equipment and the City to manage the existing lease agreement on a monthly basis.

**ANTICIPATED RESULT IF NOT APPROVED:**

Cancellation of the existing lease with Crown, termination of T-Mobile lease at FS 14, suspension of lease approval for DISH at FS 14; reduced annual revenue from cellular leases of \$55,800 in 2024.

**ATTACHMENTS:**

Attachment A - Telecommunications Facilities Lease Agreement

n:\real property\council\council memos-upcoming meetings\2023-11-06\20231001 cor-cc lease at fs 14 fac memo.docx

## TELECOMMUNICATIONS FACILITIES LEASE AGREEMENT

THIS TELECOMMUNICATIONS FACILITIES LEASE AGREEMENT (this “**Lease**”) is dated and made effective as of the last party to sign (“**Effective Date**”) by and between the **City of Redmond** (“**City**”), a Washington municipal corporation, and **Crown Castle GT Company LLC** (“**Lessee**”), a Delaware limited liability company, having a place of business at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, collectively the “**parties**”, pursuant to Chapter 12.14 of the Redmond Municipal Code (“**RMC**”) and for the mutual benefits to be derived.

### RECITALS

**WHEREAS**, the parties previously executed a Facilities Lease for Telecommunications Facilities dated June 19, 1998 (“**Original Agreement**”), for the lease of a certain portion of real property located at Redmond Fire Station No. 14 (“**Facility**”) located at 5021 264<sup>th</sup> Avenue NE, Redmond, Washington 98053 (“**Property**”), for the purpose of Lessee constructing, maintaining, managing, and operating a wireless communication tower, which will expire on June 18, 2023.

**NOW, THEREFORE**, in consideration of the City consenting to Lessee to continue operating a wireless telecommunications facility on the Premises, together with other good and valuable considerations as set forth herein, as well as the promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. Location of Facilities

Telecommunications Facilities, as defined in Section 2 below, are located on a portion of the Property (“**Premises**”), as legally described in **Exhibit A**, further described in **Exhibit B**, and as illustrated by the site plans in **Exhibit C**, all of which are attached and incorporated by this reference, for the purposes of providing a wireless communications system.

#### 2. Authority Granted

Lessee is hereby authorized to operate Lessee’s Telecommunications Facilities, install necessary supporting equipment, and construct necessary improvements at the Property, subject to Lessee obtaining required development permits and authorizations from the City and King County. Subject to non-substantive changes resulting from the development review process(es), the original and any subsequent installation of ground space equipment, Lessee’s facilities and supporting equipment and improvements (collectively, the “**Telecommunications Facilities**”), shall be no more extensive than, and substantially in compliance with the written descriptions as contained in **Exhibit B** and **Exhibit C**. No substantive expansions, additions to or modifications or relocation of any of the described and depicted Telecommunications Facilities shall be permitted without Lessee first having received prior authorization from the City through an amendment to this Lease. Written determination by the City granting or denying any proposed amendment to this Lease shall not be unreasonably withheld, conditioned, or delayed. The City may charge additional rent if the ground space or number of antennas is increased in any such amendment.

### **3. Rights Granted**

Nothing contained within this Lease shall infringe upon the City's right to use the Property upon which Telecommunications Facilities are installed for any purposes the City shall so desire. Further, nothing contained herein shall convey any ownership right, privilege, title, or interest in the Property to Lessee. This Lease merely authorizes Lessee to use and occupy that portion of the Property, as depicted in **Exhibit C** (Site Plans), for the limited purposes stated herein. This Lease shall not be deemed to constitute any warranty of title.

### **4. Installation and Removal of Lessee's Improvements**

All improvements installed by Lessee, excluding Lessee's Telecommunications Facilities, but including buildings, landscaping and all other affixed improvements shall become the property of the City upon expiration or termination of this Lease if not removed by Lessee within ninety (90) days after expiration of this Lease and Lessee shall, within thirty (30) days of written request, execute any documents to further confirm conveyance of title if so requested by the City. Provided, however, that the City may require Lessee to remove the same at its sole cost and expense within ninety (90) days after the termination or expiration of this Lease. In the event the City requires Lessee to remove any such improvements, the same shall be accomplished within ninety (90) days after notice from the City to Lessee of the requirement of removal. During installation and removal of Telecommunications Facilities, Lessee shall comply with RMC Chapter 6.36. Prior to the commencement of installation or removal construction, Lessee shall obtain approval of its landscaping and construction plans from the City, and, if necessary, a Right-of-Way Use Permit pursuant to RMC Section 12.14.810, which approval will not be unreasonably withheld or delayed.

### **5. Access**

Lessee shall have at all times the right of ingress and egress to and from the Premises, over and across the City's property adjacent to the Premises; provided however, that such right will not in any manner unreasonably interfere with the City's use of the Property or adjacent property, and this right of ingress and egress shall terminate ninety (90) days after the termination or expiration of this Lease. However, except in the event of emergency as specified in Section 7, Lessee shall give three (3) days' advance written notice to the City prior to commencement of any maintenance or repair of its Telecommunications Facilities located upon the Premises. Provided further, that access to a secured site shall be coordinated at least seventy-two (72) hours in advance through the Parks and Recreation Department during regular business hours and the Redmond Police Department at all other times. For the purposes of this Section, a "secured site" shall mean any site which is gated, fenced, locked, or which otherwise has physically limited or restricted access imposed by the City.

The City shall, upon request of Lessee, provide a list of emergency telephone numbers known to the City of the other lessees at the Facility site.

### **6. City Work**

If at any time the City determines that the Premises must be entered to perform work and the work to be performed is in an area near or adjacent to the Telecommunications Facilities, upon request by the City, Lessee shall shut down portions of the Telecommunications Facilities that are

in close proximity to the City's work in accordance with applicable law for the duration that personnel will be performing work near or adjacent to the Telecommunications Facilities. The City will endeavor to contact Lessee at least five (5) working days in advance of any scheduled work which will require a shutdown request. The parties will use good faith efforts to coordinate their schedules, to minimize the down time for the Telecommunications Facilities, and to schedule the down time outside of Lessee's customers' peak periods of usage if it is reasonable to do so under the circumstances.

## **7. Emergency Work**

In the event of any emergency at the Premises, the City shall notify the Lessee of the need to shut off power to the Telecommunications Facilities. Lessee shall ensure that the Telecommunications Facilities are properly labeled to include an emergency contact phone number, which is readily accessible to the City. The City will endeavor to notify Lessee as soon as possible of any emergency that requires Lessee to turn off the Telecommunications Facilities.

In the event of any emergency in which any of the Telecommunications Facilities located in, above, or under any public way or City-owned property breaks, are damaged, or if Lessee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, Lessee shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining any permit or other authorization as required by this Lease. However, this shall not relieve Lessee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. Lessee shall notify the City by telephone immediately upon learning of the emergency or as soon thereafter as reasonably practicable and shall apply for all required permits not later than the second succeeding day during which the Redmond City Hall is open for business.

## **8. Dangerous Conditions, Authority for City to Abate**

Whenever construction, installation, or excavation of the Telecommunications Facilities authorized by this Lease has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street, utilities, or City-owned property, the Parks Director or their respective designee may direct Lessee, at Lessee's own expense, to take reasonable action to protect the public, adjacent public places, City-owned property, streets, utilities, and public ways. Such action may include compliance within a prescribed time in accordance with this lease.

In the event that Lessee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are reasonably necessary to protect the public, the adjacent streets, utilities and public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Lessee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease for so long as the Telecommunications Facilities are on the Premises.

## 9. Term and Renewal

The term of this Lease commences on June 19, 2023. The rights granted under this Lease shall have a term of five (5) years (“**Initial Term**”).

After the Initial Term, unless the City gives written notice to Lessee that a renewal application will be required, or that this Lease will not be renewed or extended by the City, such notice being received at least one hundred twenty (120) days prior to the end of this Lease’s current term, Lessee shall have the right to extend this Lease for additional five (5) year terms (each a “Renewal Term”), the additional successive Renewal Terms shall be deemed to have occurred automatically without action by either party. Either party shall have the right to not renew for any Renewal Term by providing written notice to the other party at least one hundred twenty (120) days prior to expiration of the then-current Initial Term or any Renewal Term. If, at least one hundred twenty (120) days prior to the expiration of the second Renewal Term, the City gives written notice to Lessee that a renewal application will be required, if Lessee desires to renew this Lease, then Lessee shall file an application for renewal at least thirty (30) days before expiration of this Lease. The renewal application shall include the following:

- A. The information required pursuant to RMC Section 12.14.300;
- B. Any information required pursuant to this Lease;
- C. All deposits or charges required pursuant to RMC Chapter 12.14; and
- D. The renewal fee required for filing a telecommunications lease application to recover City costs.
- E. Recognizing that the City is under no obligation to grant a renewal of this Lease, the City shall consider and take action on renewal applications within one hundred twenty (120) days after receiving a complete application. When such action is taken the City shall issue a written determination denying, granting, or granting with conditions that are reasonably necessary to ensure compliance with RMC Chapter 12.14 or any other such criteria as the City Council may choose to apply. This Lease may not be renewed by the City if there has been an uncured breach of this Lease during the preceding term and shall not be renewed until any ongoing violations or defaults in Lessee’s performance of this Lease or of the requirements of RMC Chapter 12.14 and any other lawful applicable regulations relating to the use and management of City property, have been cured, or a plan detailing the corrective action to be taken by Lessee has been approved by the City.

## 10. Consideration

The annual rental fee (“Annual Rent”) for the Premises shall be **Thirty-Four Thousand One Hundred Eighty-Five and No/100 Dollars (\$34,185.00)** per year, plus applicable leasehold tax, except as modified below.

### **10.1. First Year Rent**

In the first year of this Lease, Annual Rent shall be paid in full within thirty (30) days after the Effective Date of this Lease. Annual Rent for each year after the first shall be paid in full each year on or within thirty (30) days after June 19th.

### **10.2. Annual Escalation**

After the first year, the Annual Rent shall be increased by the greater of four percent (4%) or the published CPI-U for Seattle-Tacoma-Bellevue, April reporting month, available from the United States Bureau of Labor Statistics, or its equivalent, and rounded upward to the nearest \$10.00. The City will provide an invoice showing prior year rate, escalation rate, calculated rent increase, rent due, leasehold tax due, and total amount invoiced.

### **10.3. Late Fees**

Any Annual Rent payment received more than thirty (30) days after its due date shall include a late payment penalty at the lesser of five percent (5%) per month, or the highest rate permitted by law, of the outstanding balance, provided; however, the City agrees to provide written notice to Lessee before assessing a late payment penalty and that no late payment penalty shall apply if Lessee makes such payment within five (5) business days after receipt of such notice.

### **10.4. Renegotiation of Financial Consideration**

Should Lessee request to renegotiate the financial consideration of this Lease after the commencement of the Initial Term, Lessee shall pay the City a renegotiation fee equal to six (6) months of the then current Annual Rent. This provision shall not apply should there be a need to change the rent due to a change in the leasehold area to change the equipment installed on the Premises by Lessee or subtenants.

## **11. Licenses, Fees, and Taxes**

Prior to constructing any improvements upon the Premises, Lessee shall obtain a business license from the City pursuant to RMC Chapter 5.04 and submit a Telecommunications Business Registration as required by RMC Section 5.75.030. Further, Lessee shall pay promptly, and before they become delinquent, all taxes on all merchandise, personal property and improvements owned or placed by Lessee on the Premises; shall pay all license fees and public utility charges related to the conduct of Lessee's business on the Premises; shall pay for all permits, licenses and zoning approvals relating to the conduct of business on the Premises by Lessee; shall pay the leasehold tax levied by RCW Chapter 82.29A and RMC Chapter 3.34, unless documentation of exemption is provided to the City; and shall pay any other tax, including utility taxes and business license fees imposed by the City on the Telecommunications Facilities provided that such taxes and fees are consistently applied to other similar tenants and uses.

## **12. Reimbursement of City Expenses**

Lessee shall be subject to all review, inspection, supervision, and permit fees associated with activities undertaken through the authority granted in this Lease or under the laws of the City.

Where the City reasonably incurs costs and expenses in connection with the preparation of this Lease or amendments to this Lease with Lessee including but not limited to attorneys, consultants, City Staff, and the City Attorney's Office that exceed the lease application fee, Lessee shall reimburse the City directly for any and all reasonable costs after receiving an invoice documenting said costs and expenses in sufficient detail to demonstrate that they were reasonably related to the preparation of this Lease.

In addition to the above, Lessee shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency caused by the Telecommunications Facilities.

Lessee shall, within thirty (30) days after written demand, reimburse the City upon submittal by the City of an itemized billing by project of costs associated with Lessee's proportionate share of all actual, identified expenses reasonably incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Lessee's Telecommunications Facilities. Such costs and expenses shall include but not be limited to Lessee's proportionate cost of City personnel assigned to oversee or engage in any work.

The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement pursuant to Section 12. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes. Lessee shall be entitled to a credit for amounts paid with its application.

### **13. Utilities**

Lessee shall provide its own utility services, either by agreement between Lessee and existing user or users, or by obtaining a separate meter for electricity or other utilities to be placed in Lessee's name.

#### **13.1. Utility Easement**

The City agrees to grant Lessee a utility easement on the Property to serve the Telecommunications Facilities, if such an easement is necessary. However, the location of any such utility easement shall require the City's written approval and consent. Such approval by the City should not be unreasonably withheld, conditioned, or delayed. The City hereby approves of the utility plans described in Exhibit B, and as illustrated by the site plans in Exhibit C, all of which are attached and incorporated by this reference.

#### **13.2. Utility Service Changes**

Any expansion, relocation, or change of a utility service serving the Telecommunications Facilities shall require review, approval, and written consent of the City. Written consent may be in the form of an amendment to this Lease, establishment of an easement(s), and/or permission by license or permit, for use of the Premises, if not anticipated by this Lease. Approval by the City

of an amendment, permission, license, or permit should not be unreasonably withheld, conditioned, or delayed.

#### **14. City's Collocation**

City shall have the right to collocate wireless communications equipment at the wireless communications facility (the "Facility") located on the Premises solely for City's use in connection with police, fire, rescue, and emergency broadcasting systems, if space is available and subject to the provisions of this Section. City's written request to collocate shall be submitted to Lessee along with the information usually required by Lessee (the "Collocation Request"). Lessee, in its sole discretion, shall determine the availability of space at the Facility and send City written notice regarding such availability. If City exercises its right to collocate pursuant to this Section, City shall execute and deliver to Lessee the Tower License Agreement template in use at that time. City and Lessee agree to expeditiously execute said Tower License Agreement in the form presented. Lessee agrees that City shall be entitled to utilize the Facility without paying a Basic Monthly Consideration as defined in the Tower License Agreement.

#### **15. Business Purpose**

Lessee shall conduct and carry on in the Facility only the business for which the Telecommunications Facility is leased and shall not use the Facility for any additional or illegal purposes. Lessee agrees that no stock of goods will be carried, or anything done in or about the Facility which will increase the present rate of insurance.

#### **16. Alterations**

As provided in Section 2 hereof, Lessee shall not make any substantive expansions, material alterations, additions, relocation, modification, or improvements to said Premises without the prior review and authorization from the City through an amendment to this Lease. Lessee shall submit to the City a written request for any change and any supplemental materials as may be requested for the City's evaluation and approval. The City shall have thirty (30) days after receipt of all requested materials in which to respond to such request. All modifications to the Telecommunications Facilities requires a lease amendment; provide that lease amendments for substantive changes shall be reviewed and approved or denied by the City Council, while lease amendments for non-substantive changes shall be reviewed and approved or denied by the Parks Director or designee.

#### **17. Lights, Signs and Symbols**

All lights, signs or symbols placed on the Telecommunications Facility by Lessee shall be subject to the prior approval of the City, which approval should not be unreasonably withheld, conditioned, or delayed, provided that the City approval shall not be required for signs required by law. In the event Lessee shall place lights, signs or symbols on the Premises in locations which were not approved by the City during the plan review, , except those required by law that do not require approval, the City may demand the immediate removal of such lights, signs or symbols, and the refusal of Lessee to comply with such demand within a period of seventy-two (72) hours after receipt of written notice will constitute a breach of this Lease, thereby entitling the City to remove the lights, signs or symbols and seek reimbursement from Lessee pursuant to Section 12

above. Any lights, signs or symbols placed upon the Premises shall be so placed upon the understanding and agreement that Lessee will remove the same within ninety (90) days after the termination or expiration of this Lease and repair any resulting damage or injury to the Premises. If such lights, signs, or symbols are not so removed upon termination by Lessee, then the City may have the same removed at Lessee's expense.

## **18. Compliance with All Applicable Laws**

Lessee agrees to comply with all present and future federal, state, and local laws, ordinances, rules, and regulations in connection with its construction on the Premises or Property, its use of the Premises or Property, and in performing any and all work upon the Premises or Property. This Lease is subject to ordinances of general applicability enacted pursuant to the City's police powers. Lessee further agrees to save and hold the City harmless from damage, loss or expense arising out of the said use or work, unless caused by the City's sole negligence or misconduct, and to remove all liens or encumbrances arising as a result of said use or work. Lessee shall, at its own expense, maintain the Premises and the Telecommunications Facilities in a safe condition, in good repair and in a manner reasonably suitable to the City. Lessee further agrees to monitor for fire, smoke, intrusion, and A/C power failure on the Premises. Additionally, Lessee shall keep the Premises and Property free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise, or any interference with City services. Lessee shall have sole responsibility for the maintenance, repair and security of its equipment and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

## **19. Permits and Licenses**

This Lease is for operating and maintaining an existing telecommunication facility. In the event that Lessee desires to make substantive changes to the existing facility, an Amendment to the Lease will be necessary, along with the Lessee obtaining all required governmental permits, licenses, and approvals on the Premises prior to commencing construction of any new or additional Telecommunications Facilities until commencement of this Lease or amendments, and issuance of all necessary governmental permits, licenses, and approvals. If Lessee is unable to obtain such permits, licenses and approvals, Lessee choose to cancel the amendment and continue to operate the facility as is, or may cancel this Lease and obtain a pro rata refund of any rents paid without further obligation by giving thirty (30) days prior written notice to the City. Any holding over after the expiration of the term thereof, with the consent of the City, shall be construed to be a tenancy from month to month and shall otherwise be on the terms, covenants and conditions herein specified. Lessee accepts the Premises in the condition existing as of the Effective Date. The City makes no representation or warranty with respect to the condition of the Premises and the City shall not be liable for any latent or patent defect in the Premises.

## **20. Cancellation**

In the event that Lessee determines that the Premises is unsuitable for the intended purpose based upon initial or future engineering or technological requirements, Lessee reserves the right to cancel this Lease upon one hundred twenty (120) days' written notice to the City, unless a different notice period is specified elsewhere in this Lease. In such event, no prepaid rent shall be

refundable and Lessee's rights and obligations, except for restoration, as specified in Section 41, indemnification, as specified in Section 24, and maintenance of insurance, as specified in Section 23, and removal of all liens and encumbrances as specified in Section 18 shall cease.

## **21. Interference**

The City may have previously entered into leases with other lessees that predate the Original Agreement ("senior lessees") to lease space on the Property for senior lessees' equipment and antenna facilities. Lessee acknowledges that the City is leasing the Property for the purposes of transmitting and receiving telecommunication signals from the Premises. The City, however, is not in any way responsible or liable for any interference with Lessee's use of the Premises which may be caused by the use and operation of City-operated electronics equipment or any senior lessee's electronics equipment, even if caused by new technology. In the event that any senior lessee's activities or electronics equipment existing as of the Effective Date of this Lease interfere with Lessee's use of the Premises, and Lessee cannot work this interference out with the other senior lessees, Lessee may, upon thirty (30) days' notice to City, terminate this Lease and restore the Premises and Property to its original condition, reasonable wear and tear excepted and subject to complying with Section 20 and the Sections referenced therein. In such event, Lessee shall be entitled to a pro rata refund of all pre-paid rent. Lessee shall cooperate with all other users to identify the causes of and work towards the resolution of any electronic interference problem. In addition, Lessee agrees to eliminate any interference caused to City facilities or to radio or television equipment or surrounding residences in the vicinity of the subject property by Lessee's facilities at Lessee's own expense and without imposition on City equipment. The City has the right to grant rights for use of other telecommunications facilities on the Property and the City agrees that it will use reasonable efforts to protect Lessee from interference from subsequent users of the Property through appropriate lease terms.

## **22. Relocation of the Telecommunications Facilities**

Within one hundred twenty ninety (120) days following written notice from the City, Lessee shall, at its own expense, temporarily remove, relocate, change or alter the position of the Telecommunications Facilities upon the Property whenever the Parks Director or their respective designee shall have determined that such removal, relocation, change or alteration is reasonably necessary for construction, alteration, repair, maintenance, installation, or improvement for the operations of the City or other governmental entity in or upon the Property. Any removal, relocation, change or alternations shall be at Lessee's own expense. When such a notice is given by the City, the City shall grant a lease amendment without further application; provided, however that a fee for the review and approval of the alternative location and/or relocation back to the Premises shall be assessed to, and paid by, Lessee. In the event that a suitable alternative location for the Telecommunications Facilities cannot be located, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to the City and shall be entitled to a pro rata refund of all pre-paid rent and subject to complying with Section 20, 21 and the Sections referenced therein. Notwithstanding the foregoing, the City agrees that relocation or temporary removal shall not be required more than one (1) time during any five (5) year period unless required in the event of an emergency.

## 23. Insurance

Lessee shall carry and maintain for so long as Lessee has Telecommunications Facilities on the Property, insurance against claims for injuries to persons, death, or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Lessee, its agents, representatives, or employees. Lessee shall require that every subcontractor maintain substantially similar insurance coverage with substantially similar policy limits as required of Lessee. Lessee shall provide an insurance certificate from insurers with a current A.M. Best rating of not less than A:XII, together with an endorsement copy listing the City, its officers, elected and appointed officials, agents, employees, representatives, and volunteers as additional insureds, under the Commercial General Liability, Automobile Liability and Comprehensive Form policies and shall provide to the City for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Lease, such insurance certificate which shall evidence:

- A. Commercial general liability insurance, inclusive of umbrella, written on an occurrence basis with limits not less than:
  - (1) \$2,000,000.00 for bodily injury or death and for property damage resulting from any one accident; and
  - (2) \$2,000,000.00 general aggregate.
- B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000.00 for each accident.
- C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00.
- D. Umbrella or excess liability insurance in the amount of \$10,000,000.00.
- E. The liability insurance policies required by this Section shall be maintained by Lessee throughout the term of this Lease, and extending through the term when the Lessee is engaged in the removal of its Telecommunications Facilities. Failure to maintain such insurance shall be grounds for Lease cancellation. Payment of deductibles and self-insured retentions shall be the sole responsibility of Lessee and must be declared to and approved by the City. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Lessee's insurance shall be primary insurance with respect to the City, its elected and appointed officers, officials, employees, agents, representatives, engineers, consultants, and volunteers. Any insurance maintained by the City, its elected and appointed officers, officials, employees, consultants, agents, representatives, engineers, and volunteers shall be in excess of Lessee's insurance and shall not contribute with Lessee's insurance. Lessee's maintenance of insurance shall not be construed to limit the liability of Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Lessee's maintenance of insurance

policies required by this Lease shall not be construed to excuse unfaithful performance by Lessee.

- F. In addition to the coverage requirements set forth in this Section, Lessee must notify the City of any cancellation or reduction in said coverage. Within thirty (30) days after receipt by the City of said notice, and in no event later than fifteen (15) days prior to said cancellation or intent not to renew, Lessee shall obtain and furnish to the City a replacement insurance certificate meeting the requirements of this Section.

## **24. Indemnification and Waiver**

- A. Lessee hereby releases, covenants not to bring suit and agrees to indemnify, defend, and hold harmless the City, its elected and appointed officers, officials, employees, agents, engineers, consultants, volunteers, and representatives from any and all claims, costs, judgments, awards, or liability to any person arising from injury, sickness, or death of any person or damage to property:
- (1) For of which the negligent acts or omissions of Lessee, its agents, servants, officers, or employees in performing the activities authorized by this Lease are the proximate cause;
  - (2) By virtue of Lessee's exercise of the rights granted herein;
  - (3) By virtue of the City's permitting Lessee's use of the City's public ways or other public property;
  - (4) Based upon the City's inspection or lack of inspection of work performed by Lessee, its agents and servants, officers, or employees in connection with work authorized on the Facility or property over which the City has control, pursuant to this Lease or pursuant to any other permit or approval issued in connection with this Lease;
  - (5) Arising as a result of the negligent acts or omissions of Lessee, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work upon the Facility, in any public way, or other public place in performance of work or services permitted under this Lease; and
  - (6) Based upon radio frequency emissions or radiation emitted from Lessee's equipment located upon the Facility, regardless of whether Lessee's equipment complies with applicable federal statutes and/or FCC regulations related thereto.
- B. Lessee's indemnification obligations pursuant to Subsection A of this Section shall include assuming potential liability for actions brought against the City by Lessee's own employees and the employees of Lessee's agents, representatives, contractors, and subcontractors even though Lessee might be immune under Title 51 RCW from

direct suit brought by such an employee. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is with respect to claims against the City arising by virtue of Lessee's exercise of the rights set forth in this Lease. The obligations of Lessee under this Subsection B have been mutually negotiated by the parties hereto, and Lessee acknowledges that the City would not enter into this Lease without Lessee's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Lessee waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

- C. Inspection or acceptance by the City of any work performed by Lessee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Lessee has been given prompt written notice by the City of any such claim, said indemnification obligations shall also extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. In the event any action or proceeding shall be brought against the City resulting from Lessee's operations hereunder, Lessee shall, at Lessee's sole cost and expense, resist and defend the same provided, however, that the Lessee shall not admit liability in any such matter on behalf of the City without the written consent of City. Nothing herein shall be deemed to prevent the City from cooperating with Lessee and participating in the defense of any litigation with the City's own counsel at the City's sole cost and expense. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim.
- D. In the event that Lessee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Lessee, then Lessee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees, reasonable attorneys' fees, the reasonable costs of the City, and reasonable attorneys' fees of recovering under this Subsection.
- E. The obligations of Lessee under the indemnification provisions of this Section shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, agents, or employees. The provisions of this Section, however, are not to be construed to require Lessee to hold harmless, defend or indemnify the City as to any claim, demand, suit, or action which arises out of the sole negligence or misconduct of the City or its employees, agents, tenants, representatives, or invitees. In the event that a court of competent jurisdiction determines that this Lease is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to provide that Lessee's obligation to indemnify the City hereunder shall extend only to the extent of Lessee's negligence.

- F. Notwithstanding any other provisions of this Section, Lessee assumes the risk of damage to its Telecommunications Facilities located in the public ways and upon City-owned property from activities conducted by the City, its officers, agents, employees, and contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence, any willful or malicious action on the part of the City, its officers, agents, employees, representatives, or contractors. Lessee releases and waives any and all such claims against the City, its officers, agents, employees, and contractors. Lessee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Lessee's Telecommunications Facilities as the result of any interruption of service due to damage or destruction of Lessee's Telecommunications Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the City, its officers, agents, employees, representatives, or contractors.
- G. The provisions of this Section shall survive the expiration, revocation, or termination of this Lease.

## **25. Covenant Not to Bring Suit**

The rents, fees, and other in-kind compensation, if any, provided for in this Lease are a result of mutual negotiations between the parties. Lessee acknowledges and covenants not to bring suit with respect to the amount of said rents, fees or in-kind compensation seeking to recover all or any portion of the same, and hereby waives any and all such claims against the City and its elected or appointed officials and releases the City and its elected or appointed officials from any and all claims solely related to payment of rents, fees and/or in-kind services provided for under this Lease.

## **26. Restoration Bond**

Before undertaking any of the work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Lease, Lessee shall furnish a performance bond written by a corporate surety acceptable to the City equal to at least one hundred fifty percent (150%) of the estimated cost of completing or removing the Telecommunications Facilities and other improvements and restoring the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted. Said bond shall be required to remain in full force until sixty (60) days after completion of the construction and/or improvements and shall warrant all such restoration work for a period of one (1) year. The purpose of this bond is to guarantee completion or removal of the Telecommunications Facilities which are partially completed and/or non-conforming and other improvements installed by Lessee and to fully restore the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted.

## **27. Security Fund**

Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Lease, Lessee shall establish a permanent security fund in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) with the City to guarantee the full and complete performance of the requirements of this Lease, the requirements of RMC Chapter 12.14, and to guarantee payment of any costs, expenses, damages, or loss the City pays or incurs, including civil penalties, because of any failure attributable to Lessee to comply with the codes, ordinances, rules, regulations, or permits of the City. Prior to withdrawal of any funds from the security fund, the City shall comply with the provisions of RMC Section 12.14.640 as that section presently exists or is hereafter amended. Provided that Lessee may provide, in lieu of a cash security deposit to the City, an unconditional letter of credit made out to the City, or bond, in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) to secure performance under this Lease. The letter of credit shall be in a form acceptable to the City Attorney.

## **28. Incorporation of RMC Chapter 12.14**

RMC Chapter 12.14, as it now exists or may hereafter be amended, is hereby incorporated in full by this reference. In the event any provision of this Lease conflicts with the provisions of RMC Chapter 12.14, the provisions of this Lease shall prevail.

## **29. Holdover**

Within ninety (90) days after this Lease expires, or is revoked or terminated for any cause, Lessee shall remove the Telecommunications Facilities from the Premises and Property. If Lessee shall, with the written consent of the City, holdover after the expiration of the term of this Lease, the holdover tenancy shall be on a month-to-month basis, which tenancy may be terminated by the provision of thirty (30) days advance written notice by the party seeking termination of the tenancy to the other party. During such tenancy, Lessee agrees to pay the City the annual rate of rental, prorated on a monthly basis, and further agrees to be bound by all of the terms, covenants, agreements, and conditions as herein specified, so far as applicable.

## **30. Revocation, Forfeiture, and Termination**

The rights granted under this Lease may be revoked or forfeited as provided in RMC Section 12.14.690 as said Section presently exists or is hereafter amended if Lessee fails to cure the breach within thirty (30) days after receipt of written notice from the City and such period will be extended so long as Lessee commences to cure the default and diligently pursues to completion. Provided that the City may elect in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Lessee to comply with the provisions of this Lease and to recover reasonable damages, rent, attorney and collection fees, court costs, attorney's fees upon appeal of any judgment or ruling, and other costs and expenses incurred by the City by reason of Lessee's failure to comply. No re-entry and taking of possession of the Premises by the City shall be construed as an election on City's part to terminate this Lease, regardless of the extent of renovations and alterations by the City, unless a written notice of such intention is given to Lessee by the City. Notwithstanding any

re-letting without termination, City may at any time thereafter elect to terminate this Lease for such previous breach if not timely cured to completion.

### **31. Non-Release of Obligations upon Termination**

No termination, default, forfeiture, or cancellation of this Lease shall release Lessee from any liability or obligation with respect to any matter occurring prior to such termination, default, forfeiture or cancellation, nor shall termination, default, forfeiture or cancellation release Lessee from its obligation and liability as described in Section 4 herein to remove its facilities and equipment and restore the Facility to its original condition ordinary wear and tear and damage from casualty excepted.

### **32. City's Removal of Lessee's Property**

In the event that this Lease is revoked, forfeited, or otherwise terminated and Lessee fails to remove its improvements from the leased premises within ninety (90) days thereafter, the City shall have the right, but not the obligation, after giving thirty (30) days' notice to Lessee, to remove therefrom all of the Telecommunications Facilities, and may store the same in any place selected by the City, including, but not limited to, a public warehouse at the expense and risk of Lessee. If the City removes the Telecommunications Facilities as provided under this Section, it shall immediately provide Lessee written notice of such removal and notice of Lessee's right to redeem the property after payment of any sums due the City, including the City's costs of removal and storage. If within thirty (30) days of such written notice Lessee does not redeem the property, the City shall have the right to sell such stored property. If such property is sold as provided herein, the proceeds of such sale shall be applied first to the cost of the sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to the City under any terms hereof. The balance, if any, shall be paid to Lessee.

### **33. Fire and Other Casualty**

In the event the Premises is destroyed or damaged by fire, earthquake, or other casualty to such an extent as to render the same untenable by Lessee in whole or in a substantial part, Lessee shall have the option to terminate this Lease immediately without further liability for rents due hereunder. If Lessee chooses to terminate this Lease as provided in this Section, Lessee shall be entitled to a refund of any prepaid rent for the applicable Lease term, less the portion of the rent, prorated daily, that represents the amount of the term that has expired prior to termination of this Lease by Lessee. The City shall have no obligation to repair any damage to any portion of the Facility.

### **34. Condemnation**

In the event of the taking of the Premises by condemnation or otherwise by any governmental, state, or local authority, this Lease shall be deemed cancelled as of the time of taking possession by said authority. Lessee shall have no claim to nor shall be entitled to any portion of any condemnation or other award for damages to the Premises received by the City. However, Lessee shall have the right to pursue its own separate award from the condemning authority.

### **35. Modification, Waiver**

No waiver, alteration, amendment, or modification of any of the provisions of this Lease shall be binding unless in writing and signed by duly authorized representatives of both parties. Notwithstanding anything herein to the contrary, it is agreed that amendments to this Lease may be approved and executed by the Mayor on behalf of the City.

### **36. Assignment**

This Lease shall run with the property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and permitted assigns. Lessee will not assign or transfer this Lease or sublet all or any portion of the leased premises without the prior written consent from the City, which consent will not be unreasonably be withheld, delayed, or conditioned; provided, however, the City may inquire into the qualifications and financial stability of a potential assignee or sublessee and reasonably request any information related to such inquiry and may also condition such approval upon the financial, legal and technical expertise of a proposed assignee or sublessee and upon the resolution of any compliance obligation under this Lease. The terms and conditions of this Lease shall be binding on any sublessee or assignee. In the event of a sublease, the City shall be entitled to forty percent (40%) of any revenue received by Lessee from any sublessee ("Sublessee Rent") which shall be payable to the City within thirty (30) days after receipt by Lessee. This Sublessee Rent is in addition to the Annual Rent paid by Lessee to the City. Notwithstanding the foregoing, Lessee may assign or sublet, without the City's prior written consent, to any party controlling, controlled by or under common control with Lessee or to any party which acquires substantially all of the stock or assets of Lessee.

### **37. Non-Waiver of Breach**

The failure of the City to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement, or option.

### **38. Cancellation of Prior Leases and Agreements**

This Lease supersedes all previous leases and agreements between the parties with respect to the subject matter hereof, and any such agreements are hereby cancelled.

### **39. Notice**

Any notice or information required or permitted to be given to the parties under this Lease may be sent to the below found addresses, unless otherwise specified. If notice is required to be in writing, the notice will be effective on the earlier of personal delivery, or five (5) days after being mailed, postage prepaid, to the following, unless otherwise specified in here:

If to the City:	City of Redmond Finance Dept – Real Property MS: 3NFN PO Box 97010
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	Redmond, WA 98073-9710  realproperty@redmond.gov 425-556-2425
If to Lessee:	Crown Castle GT Company LLC General Counsel Attn: Legal – Real Estate Dept. 2000 Corporate Drive Canonsburg, PA 15317

#### **40. Attorneys' Fees**

If a suit or other action is instituted in connection with any controversy arising out of this Lease, the substantially prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge reasonable for costs, expenses, and attorneys' fees upon appeal of any judgment or ruling.

#### **41. Restoration of Property**

Lessee shall, after installation, construction, relocation, maintenance, removal, or repair of the Telecommunications Facilities restore any other public and private property improvements, fixtures, structures, facilities, rights-of-way and City-owned property which may be disturbed or damaged by the work, to at least the same condition immediately prior to any such installation, construction, relocation, maintenance, removal or repair, reasonable wear and tear and damage from casualty excepted. The Parks Director or their respective designee shall have final approval of the condition of such property after restoration. All survey monuments which are to be disturbed or displaced by such work shall be referenced, replaced, and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and per all pertinent federal, state, and local standards and specifications, including, but not limited to, the City of Redmond Benchmark System's second order, first class specifications. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease. All work by Lessee pursuant to this Section shall be performed in accordance with City of Redmond Public Works Construction standards and warranted for a period of one (1) year.

#### **42. Non-Severability**

Each term and condition of this Lease is an integral part of the consideration given by each party and as such, the terms and conditions of this Lease are not severable. If any section, sentence, clause, or phrase of this Lease should be held to be invalid or unconstitutional by a court of competent jurisdiction, this Lease shall terminate unless suitable replacement terms can be agreed to by the parties.

#### **43. Merger**

Except for the terms and conditions of applicable and future laws, ordinances, rules, regulations and other City land use approvals, authorizations or permits or related communications, this Lease constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Lease.

#### **44. Hazardous Substances**

The City represents that it has no actual knowledge of any substance, chemical, or waste (collectively, "Hazardous Substance") on the Facility that is identified as hazardous, toxic, or dangerous in any federal, state, or local environmental or safety law or regulation. Lessee shall not introduce or use any such substance on the leased premises in violation of any applicable law or regulation, nor shall Lessee allow any of its agents, contractors, or any other person under its control to do the same.

Lessee will be solely responsible for and will defend, indemnify, and hold the City, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Lessee's use, storage, or disposal of Hazardous Substances or the use, storage, or disposal of such substances by Lessee's agents, contractors, or other persons acting under Lessee's control.

The City will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs arising out of or in connection with the removal, cleanup, or restoration of the property associated with the City's use of Hazardous Substances.

#### **45. Miscellaneous**

- A. The City and Lessee respectively represent that its signatory is duly authorized and has full right, power, and authority to execute this Lease.
- B. This Lease shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Lease shall be the United States District Court for the Western District of Washington, or King County Superior Court.
- C. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.
- D. Where the context so requires, the singular shall include the plural and the plural includes the singular.
- E. If the methods of taxation in effect at the commencement date of this Lease are altered so that in lieu of or as a substitute for or in addition to any portion of the

property taxes and special assessments, if any, now imposed on Lessee's equipment, there is imposed a tax upon or against the rentals payable by Lessee to the City, Lessee shall also pay those amounts.

- F. Lessee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty, or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Lessee from any person or entity.
- G. This Lease may be enforced at both law and equity.
- H. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original. Signed, scanned, and emailed copy and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.
- I. There are no third-party beneficiaries to this Lease.
- J. All exhibits annexed hereto form material parts of this Lease.
- K. Lessee acknowledges that it, and not the City, shall be responsible for the Premises and Telecommunications Facilities compliance with all marking and lighting requirements of the FAA and the FCC. Lessee shall indemnify and hold the City harmless from any fines or other liabilities caused by Lessee's failure to comply with such requirements. Should Lessee or the City be cited by either the FCC or FAA because the Telecommunications Facilities are not in compliance, and should Lessee fail to cure the conditions or noncompliance within the timeframe allowed by the citing agency, and fails to cure within thirty (30) days after receipt of written notice, then the City may either terminate this Lease immediately on notice to Lessee or proceed to cure the conditions of noncompliance at Lessee's expense.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this Lease is executed as of the latest date it is fully executed by both parties.

CITY OF REDMOND,  
a Washington municipal corporation

CROWN CASTLE GT COMPANY LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Angela Birney, Mayor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF KING                        )

I certify that I know or have satisfactory evidence that **ANGELA BIRNEY** is the person who appeared before me, and that she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Redmond to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

<div style="border: 3px double black; padding: 10px; text-align: center;">Notary Seal</div>	Notary Signature:	_____
	Printed Name:	_____
	Notary Public for the State of Washington	
	Residing In:	_____
	My Commission Expires:	_____

STATE OF )  
 ) ss.  
COUNTY OF )

I certify that I know or have satisfactory evidence that \_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

<div style="border: 3px double black; padding: 10px; text-align: center;">Notary Seal</div>	Notary Signature:	_____
	Printed Name:	_____
	Notary Public for the State of	_____
	Residing In:	_____
	My Commission Expires:	_____

## **EXHIBIT A**

### **Legal Description**

Lot 2 of King County Short Plan No. 485025, according to the plat thereof recorded under Recording 8602050714 subject to easements and restrictions of record.

## EXHIBIT B

### Description of Telecommunications Facilities

#### Existing

Tenant	Quantity	Description
AT&T	1	Standby generator, with self contained fuel tank
AT&T	1	ATS equipment
AT&T		Antennas attached to existing monopole
T-Mobile	4	Cabinets inside Crown fenced area
T-Mobile	9	Antennas attached to existing monopole
Crown Castle	1	Concrete pad and secure fenced compound
Crown Castle	1	Monopole

#### Proposed Under Pending Lease

	Square Feet (SF)	Quantity	Total SF
<b>Ground Lease Area</b>			
5' x 7' concrete pad	35.00	1	35.00
Power Protective Cabinet		1	
Generator Plug		1	
Radio Cabinet 2' 10" x 2' 9"		1	
H-Frame		1	
OPS Unit		1	
200 amp Meter		1	
Telco Fiber Enclosure		1	
Fiber NID		1	
Ice Bridge from Cabinet to base of Tower		1	
<b>Monopole</b>			
Fujitsu TAQ8025-B604 RRH		3	
Fujitsu TAO8025-B605 RRH		3	
Commscope RR-FA2 Large Stabilizer			
Commscope XP-2040 Crossover Plate		3	
Commscope WC-PK8-DSH Antenna Platform		1	
JMA Wireless WX08FR0665-21 Antenna		3	
MO4 Mounting Bracket		3	
Raycap RIDIC-9181-PF-48 DC Surge Protector OVP		1	

## **EXHIBIT C**

### **Site Plan of Telecommunications Facilities**

Pages T-1, A-1, A-2, and E-1 from the DISH Wireless approved Construction Plans set (total 4 pages) Survey signed and sealed 6/18/2021.

**dish**  
**wireless**

## SCOPE OF WORK

SITE INFORMATION		PROJECT DIRECTORY	
PROPERTY OWNER ADDRESS CITY COUNTY STATE ZIP	STP OF REQUIRED IMPROVEMENTS REQUIRED BY WHEN-8-10	APPLICANT FIRM NAME ADDRESS CITY COUNTY STATE ZIP	DEVELOPER FIRM NAME ADDRESS CITY COUNTY STATE ZIP
TOWER TYPE	MOBILE	TOWER OWNER	OWNER NAME ADDRESS CITY COUNTY STATE ZIP
TOWER ON SITE BY	6/0/00	2000 DEPOSITED DATE	06/01/00
TOWER PERMIT NUMBER	00000000000000000000	DEPOSITED DATE	06/01/00
CARRIER	1000	SITE COORDINATE	1000
LOCATION (TOWNSHIP AND RANGE) SECTION TOWNSHIP AND RANGE SECTION TOWNSHIP AND RANGE SECTION	47 34 42 E 101 34 42 E 101 34 42 E 101 34 42 E	SECTION 31 TOWNSHIP 31 N RANGE 34 E SECTION 31	SECTION 31 TOWNSHIP 31 N RANGE 34 E SECTION 31
2000 ADDRESS 2000 ADDRESS 2000 ADDRESS 2000 ADDRESS	CONTRACT PER. HEALTH, WA 101 34 42 E 101 34 42 E 101 34 42 E	SITE ACQUISITION FIRM NAME ADDRESS CITY COUNTY STATE ZIP	DEVELOPER FIRM NAME ADDRESS CITY COUNTY STATE ZIP
PERMIT NUMBER	12000000000000000000	CONSTRUCTION WORKS FIRM NAME ADDRESS CITY COUNTY STATE ZIP	DEVELOPER FIRM NAME ADDRESS CITY COUNTY STATE ZIP
EXPLANATORY RESULTS	U	PERMITTER	DEVELOPER FIRM NAME ADDRESS CITY COUNTY STATE ZIP
CONSTRUCTION TYPE	I-3		
PERMIT CONTRACT	PERMIT BOUND BIDDY		
TOWNSHIP COUNTY	VERMONT		


**dish**  
Wholesalers.

3701 SOUTH SEAVIN FE DRIVE  
LITTLETON, CO 80120

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**PM&A**

1000 HOLDING RIDGE PARK,  
ROSWELL, GA 30076  
678-294-2537



FBI NUMBER: 60A-108-1B4  
 60a-1  
 U.S. DEPARTMENT OF JUSTICE  
 FEDERAL BUREAU OF INVESTIGATION  
 WASHINGTON, D. C. 20535


[illegible][illegible]

**DIRECTIONS**

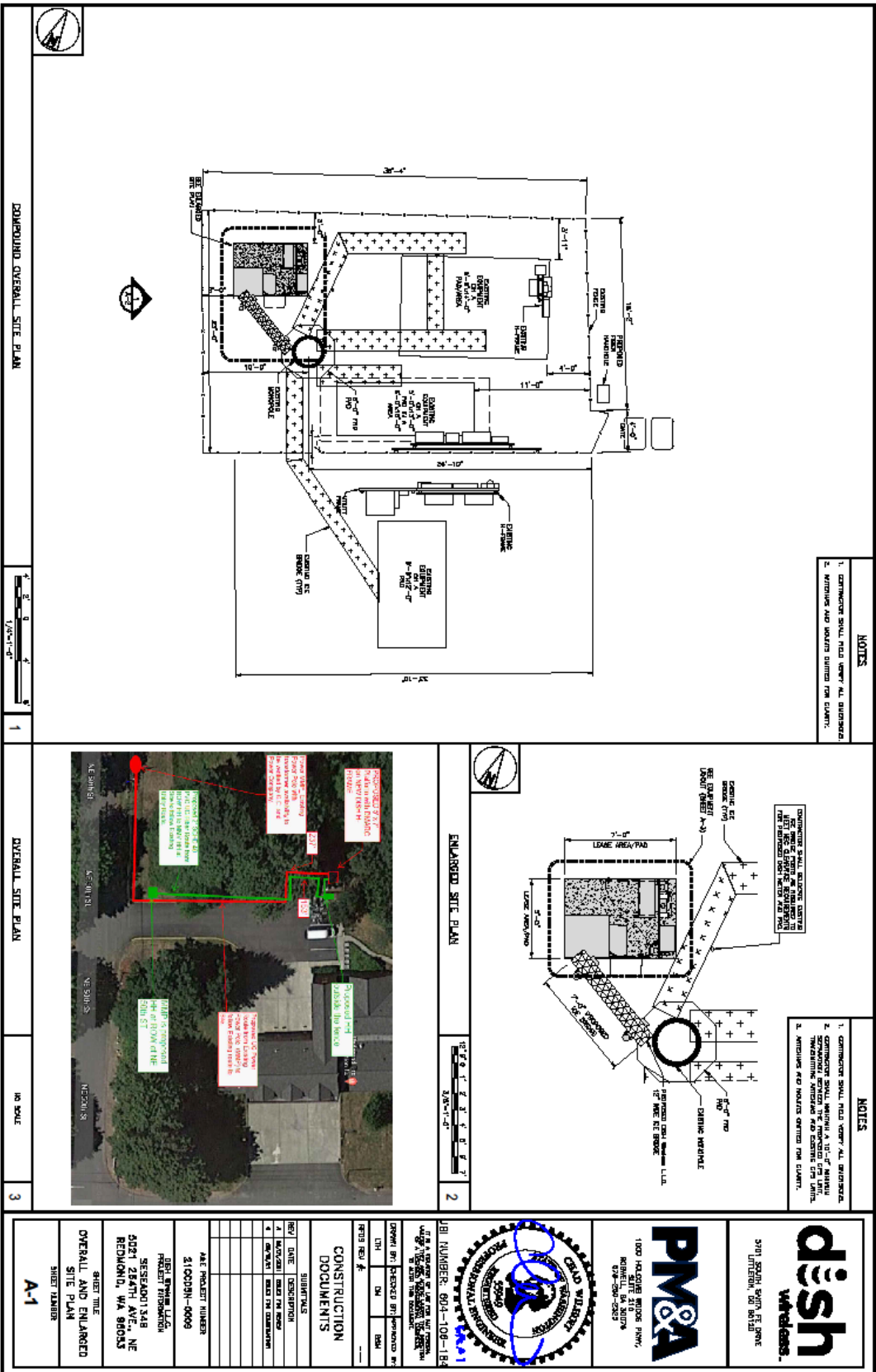
**VICINITY MAP**

**SITE LOCATION**

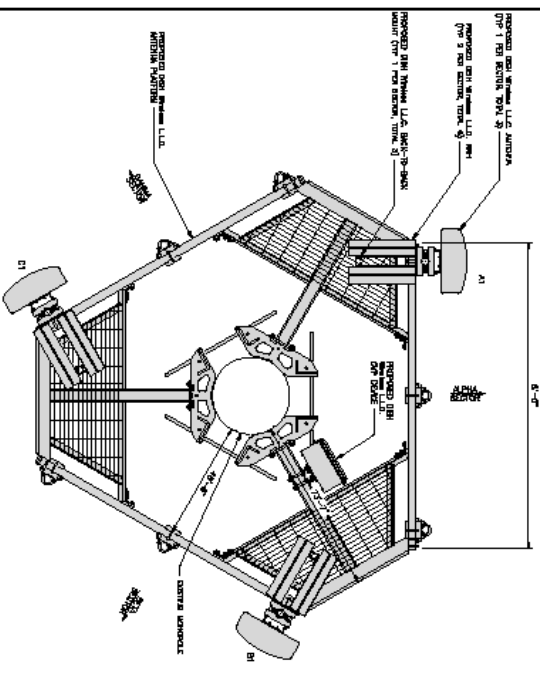
Get on 520 E. in Duane, near Avenue Commencement, and go N on 520 to the intersection of 520 and Duane. Turn right on Duane. The site is located on the right side of Duane, just before the intersection of Duane and 520. The site is located on the right side of Duane, just before the intersection of Duane and 520. The site is located on the right side of Duane, just before the intersection of Duane and 520.

			
JOB NUMBER: 604-106-1B4			
IT IS A RECORD OF THE PUBLIC WORKS DEPARTMENT OF THE COMMONWEALTH OF MASSACHUSETTS			
FILE NO. 604-106-1B4			
DATE OF RECORDING: 10/1/84			
BY: [Signature]			
OPENED BY: CHECKED BY: APPROVED BY:			
DATE	TIME	DATE	TIME
REFS. FILE # _____			
CONSTRUCTION DOCUMENTS			
SUBMITTALS			
REV	DATE	DESCRIPTION	
1	10/1/84	ISSUED FOR REVIEW	
2	10/1/84	ISSUED FOR REVIEW	
3	10/1/84	ISSUED FOR REVIEW	
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5	10/1/84	ISSUED FOR REVIEW	
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NOTES
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS. 2. RETAINING WALL AND NEIGHBORING NOTES TO AMERICAN SCHEDULE AND IN FINAL DETERMINATION SHALL FOR ALL IN DETAIL. 3. EXISTING EQUIPMENT AND PAVEMENT CRIMED FOR CLARITY.



SECTION	PROPERTY	RUL		ACTIVE	DATA						INTEGRATION CODE AND UNIT NO.
		WAVELENGTH - VALUE FREQUENCY	TELEVISION		TELEVISION	SIG. (LAMP)	NUMBER OF STATIONS	NO. OF STATIONS	NO. OF STATIONS	(*) LOCAL CARRIER (1st LAMP)	
ALPH	A1	PAID - 170000-0000	—	—	1. CHANNELS TO BE USED IN THIS COUNTRY ARE FOR THE U. S.	2. ANTENNA AND RECEPTION ARE LOCATED IN THE STATE OF	3. CHANNELS TO BE USED IN THIS COUNTRY ARE FOR THE U. S.	4. CHANNELS TO BE USED IN THIS COUNTRY ARE FOR THE U. S.	5. CHANNELS TO BE USED IN THIS COUNTRY ARE FOR THE U. S.	6. CHANNELS TO BE USED IN THIS COUNTRY ARE FOR THE U. S.	7. CHANNELS TO BE USED IN THIS COUNTRY ARE FOR THE U. S.
BETA	B1	PAID - 170000-0000	—	—	1. CHANNELS TO BE USED IN THIS COUNTRY ARE FOR THE U. S.	2. ANTENNA AND RECEPTION ARE LOCATED IN THE STATE OF	3. CHANNELS TO BE USED IN THIS COUNTRY ARE FOR THE U. S.	4. CHANNELS TO BE USED IN THIS COUNTRY ARE FOR THE U. S.	5. CHANNELS TO BE USED IN THIS COUNTRY ARE FOR THE U. S.	6. CHANNELS TO BE USED IN THIS COUNTRY ARE FOR THE U. S.	7. CHANNELS TO BE USED IN THIS COUNTRY ARE FOR THE U. S.
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DATA	C1	PAID - 170000-0000	—	—	1. CHANNELS TO BE USED IN THIS COUNTRY ARE FOR THE U. S.	2. ANTENNA AND RECEPTION ARE LOCATED IN THE STATE OF	3. CHANNELS TO BE USED IN THIS COUNTRY ARE FOR THE U. S.	4. CHANNELS TO BE USED IN THIS COUNTRY ARE FOR THE U. S.	5. CHANNELS TO BE USED IN THIS COUNTRY ARE FOR THE U. S.	6. CHANNELS TO BE USED IN THIS COUNTRY ARE FOR THE U. S.	7. CHANNELS TO BE USED IN THIS COUNTRY ARE FOR THE U. S.

**PROPOSED NORTH ELEVATION**

**ANTENNA SCHEDULE**

TMS OF

A-2

The image is a composite of four distinct elements. On the left is the cover of a 'dish' magazine, featuring the title in a large, stylized font, the subtitle 'the new... the new... the new...', and the address '3011 SOUTH BURN ST. #200, LITTLETON, CO. 80120'. To the right of the magazine is a large, bold 'PMA' logo. Below the magazine cover is a circular seal for 'GRAND VALENTIN' school, which includes the text 'SCHOOL DISTRICT OF DENVER' and '1905-1906'. To the right of the seal is a blue circular stamp with the text 'JUL 10 1906' and 'JUL 10 1906'. At the bottom right is a label that reads 'CONSTRUCTION DOCUMENTS'.





## Memorandum

**Date:** 10/10/2023

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 23-528

**Type:** Committee Memo

**TO:** Committee of the Whole - Finance, Administration, and Communications

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Finance	Kelley Cochran	425-556-2748
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**DEPARTMENT STAFF:**

Finance	David Amble	Real Property Specialist
Finance	Terry Marpert	Real Property Manager

**TITLE:**

New Telecommunications Lease with DISH Wireless LLC at City of Redmond Fire Station 14.

**OVERVIEW STATEMENT:**

The City of Redmond manages a wireless telecommunications facility lease with Crown Castle, as primary tenant, at Fire Station 14. The facility consists of ground station equipment pads, ground equipment, a pedestal or a monopole, and a monopole with wireless communications antennas installed. Currently there are two tenants, AT&T and T-Mobile. Previous tenants included Sprint Nextel and Clearwire, both absorbed by T-Mobile. Both firms' equipment was removed, opening up ground space and pole capacity for DISH to install equipment without changing the physical conditions of the entire facility.

DISH Wireless LLC desires to install equipment in spaces available on the ground and on the monopole, and as noted above, capacity is available for DISH to install without making any changes to Crown's existing footprint.

As noted in the memo for Crown Castle, this DISH lease should only be approved if the Crown Castle lease is approved, under a separate action.

☒ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**

**Date:** 10/10/2023

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 23-528

**Type:** Committee Memo

N/A

- **Council Request:**

N/A

- **Other Key Facts:**

N/A

**OUTCOMES:**

Approval of this lease provides additional cellular service in a rural portion of King County. The lease will allow DISH Wireless to expand its services by operating wireless telecommunications equipment at Fire Station 14. Under this lease, the DISH rent is set at \$5,040, with a fixed annual escalation of a minimum of 4%. Revenue generated from the lease is accrued to the Redmond Fire Department. The lease rate is tied to a percentage of DISH's rate with Crown Castle, the primary tenant at Fire Station 14.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

**BUDGET IMPACT:**

**Total Cost:**

\$0.00

**Approved in current biennial budget:**

☐ Yes

☐ No

☒ N/A

**Budget Offer Number:**

N/A

**Budget Priority:**

N/A

**Other budget impacts or additional costs:**

☒ Yes

☐ No

☐ N/A

***If yes, explain:***

Revenue generated by this lease accrues to the Fire Department.

**Funding source(s):**

N/A

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached.**

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**Date:** 10/10/2023

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 23-528

**Type:** Committee Memo

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**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
Click and select a date, or click and press delete if none.	Click and select a meeting from the dropdown menu.	Click and select an action from the dropdown menu.

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
10/17/2023	Business Meeting	Approve

**Time Constraints:**

None. DISH is eager to move forward with their program of building out their infrastructure to abide by U.S. federal directives covering conditions set by the merger and acquisition actions by other wireless communications and federal government incentives to have a competitive marketplace for wireless communications.

**ANTICIPATED RESULT IF NOT APPROVED:**

Cancellation of the lease would result in \$5,040 in lost revenue in 2023.

**ATTACHMENTS:**

Attachment A - Telecommunications Facilities Lease Agreement

20231017 DISH Lease Memo to FAC

## **WIRELESS TELECOMMUNICATIONS FACILITY LEASE AGREEMENT**

**THIS LEASE AGREEMENT (“Agreement”)** is made and entered into as of the last date signed below (the **“Effective Date”**) by and between **the City of Redmond**, a Washington municipal corporation (**“City”**) and **DISH Wireless L.L.C.**, a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (**“Lessee”**), pursuant to Chapter 12.14 of the Redmond Municipal Code (**“RMC”**) and for the mutual benefits to be derived.

### **RECITALS**

**WHEREAS**, on June 19, 1998, the City and **GTE Wireless of the Pacific**, a Delaware corporation entered into a Facilities Lease for Telecommunications Facilities (the **“Prime Lease”**) at Redmond Fire Station No. 14 located at 5021 264<sup>th</sup> Avenue NE, Redmond, Washington, as more fully described on Exhibit A (hereinafter referred to as the **“Premises”**) for the purpose of constructing, maintaining, managing and operating a wireless communication tower (the **“Communications Facility”**) to engage in the active co-location of wireless communication provider facilities, and uses incidental thereto, together with certain easements for access and utilities; and subsequently on April 1, 2000, **GTE Wireless of the Pacific** assigned/transferred their telecommunication facility tower to **Crown Castle International**. Crown Castle International subsequently assigned/transferred its rights to **Crown Castle GT Company LLC** (hereinafter referred to as **“Crown”**); and

**WHEREAS** Lessee is in the business of operating wireless communication facilities, and has subleased from Crown the Premises and the Communications Facility located on the Premises (collectively referred to herein as the **“Site”**); and

**WHEREAS** a Master License Agreement (**“License”**) between Crown and Lessee was entered on November 13, 2020, whereby Lessee, among other things, grants Lessee the right to co-locate wireless communication facilities and equipment (Lessee Facilities) on the Site; and

**WHEREAS** Lessee desires to use the Site consistent with the general purposes set forth in the Prime Lease, and in such a manner consistent with the nature and type of use permitted by the Prime Lease; and

**NOW, THEREFORE**, in consideration of the City consenting to Lessee co-locating on the Site, together with other good and valuable considerations as set forth herein, as well as the promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **1. Location of Facilities**

Lessee is hereby authorized to install the equipment described in its Facilities Lease Application (**“Lessee’s Equipment”**) on and adjacent to a portion of the Redmond Fire Department Station 14 (**“Facility”**), for the purposes of providing a wireless communications system. The location of said facility is 5021 264<sup>th</sup> Avenue NE, Redmond WA 98503. Such location

("Property") is more particularly described in **Exhibit A**, which is attached and incorporated herein by this reference.

## **2. Authority Granted and Use**

In addition to Lessee's Equipment, Lessee is authorized to install all necessary supporting improvements, subject to Lessee obtaining required development permits and authorizations from the City. This agreement does not grant Lessee the right to install a monopole on the Property. Subject to non-substantive changes resulting from the development review process(es), the original and any subsequent installation of ground space equipment, Lessee's Equipment and supporting improvements (collectively the "Lessee's Telecommunications Facilities"), shall be no more extensive than, and substantially in compliance with the written descriptions as contained in **Exhibit B**, and as illustrated by the site plan in **Exhibit C**, both of which exhibits are attached hereto and hereby incorporated in full by this reference. No substantive expansions, additions to or modifications or relocation of any of the described and depicted Lessee's Telecommunications Facilities shall be permitted without Lessee first having received prior authorization from the City through an amendment to this Lease. Written determination by the City granting or denying any proposed amendment to this Lease shall not be unreasonably withheld, conditioned, or delayed. No rent will be charged for additional Lessee Equipment as long as it is contained within the fenced area of the ground lease.

Without limiting the foregoing, Lessee shall comply with all rules, regulations, requirements, and orders of the Federal Communications Commission ("FCC") governing or applying to Lessee's use and/or operation of equipment on the Site. This Agreement shall also serve as a limited and revocable license for access to the Premises under the terms set forth in the underlying Prime Lease.

## **3. Rights Granted**

Nothing contained within this Lease shall infringe upon the City's right to use the Facility upon which Lessee's Telecommunication Facilities are installed for any purposes the City shall so desire. Further, nothing contained herein shall convey any right, privilege, title, or interest in the Facility to Lessee.

## **4. Installation and Removal of Lessee's Equipment**

All improvements installed by Lessee, excluding Lessee's Equipment, but including buildings, landscaping and all other affixed improvements shall become the property of the City upon expiration or termination of the Lease if not removed by Lessee after ninety (90) days after expiration of this Lease and Lessee shall within thirty (30) days of written request, execute any documents to further confirm conveyance of title, if requested by the City. Provided, however, that the City may require Lessee to remove the same at its sole cost and expense within ninety (90) days after the termination or expiration of this Lease. In the event the City requires Lessee to remove any such improvements, the same shall be accomplished within ninety (90) days after notice from the City to Lessee of the requirement of removal. During installation and removal of Lessee's Telecommunications Facilities, Lessee shall comply with RMC Section 6.36. Prior to

the commencement of installation or removal construction, Lessee shall obtain approval of its landscaping and construction plans from the City, and, if necessary, a Right-of-Way Use Permit pursuant to RMC Section 12.14.810, which approval should not be unreasonably withheld or delayed.

## **5. Access**

Lessee shall have at all times the right of ingress and egress to and from the Facility, over and across the City's property adjacent to the Facility; provided however, that such right will not in any manner interfere with the City's use of the Facility or adjacent property, and this right of ingress and egress shall terminate concurrently ninety (90) days after the termination or expiration of this Lease. However, except in the event of emergency as specified in Section 7, Lessee shall give three (3) days advance written notice to the City prior to commencement of any maintenance or repair of its Telecommunications Facilities located upon the Facility. Provided further, that access to a secured site shall be coordinated at least 72 hours in advance through the Public Works Department during regular business hours and the Redmond Police Department at all other times. For the purposes of this Section, a "secured site" shall mean any site which is gated, fenced, locked, or which otherwise has limited or restricted access imposed by the City.

The City shall, upon request of Lessee, provide a list of emergency telephone numbers known to the City of the other lessees at the Facility site.

## **6. City Work**

If at any time the City determines that the Facility must be entered to perform work and the work to be performed is in an area near or adjacent to Lessee's Equipment, upon request by the City, the Lessee shall shut down Lessee's Equipment that is in close proximity to the City's work for the duration that personnel will be performing work near or adjacent to Lessee's Equipment. City will endeavor to contact Lessee at least five (5) working days in advance of any scheduled work which will require a shutdown request. The parties will use good faith efforts to coordinate their schedules, to minimize the down time for Lessee's Equipment, and to schedule the down time outside of Lessee's customers' peak periods of usage if it is reasonable to do so under the circumstances.

## **7. Emergency Work**

In the event of any emergency at the Facility, the City shall notify the Lessee of the need to shut off power to the Telecommunications Facilities. Lessee shall ensure that any switches for turning off the Lessee's Equipment are properly labeled, include an emergency contact phone number, and are readily accessible to the City. The City will endeavor to notify the Lessee as soon as possible of any emergency that requires the City to turn off Lessee's Equipment. In the event that the Lessee is unavailable to shut off the power, the City will complete the shutoff.

In the event of any emergency in which any of Lessee's Telecommunications Facilities located in, above, or under any public way or City-owned property breaks, are damaged, or if Lessee's construction area is otherwise in such a condition as to immediately endanger the

property, life, health, or safety of any individual, Lessee shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining any permit or other authorization as required by this Lease. However, this shall not relieve Lessee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. Sublessee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the Redmond City Hall is open for business.

## **8. Dangerous Conditions, Authority for City to Abate**

Whenever construction, installation, or excavation of Lessee's Telecommunications Facilities authorized by this Lease has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street, utilities, or City-owned property, the Parks Director or their respective designee may direct Lessee, at Lessee's own expense, to take reasonable action to protect the public, adjacent public places, City-owned property, streets, utilities, and public ways. Such action may include compliance within a prescribed time.

In the event that Lessee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are reasonably necessary to protect the public, the adjacent streets, utilities and public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Lessee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease for so long as Lessee's Telecommunication Facilities are on the Facility.

## **9. Term**

The rights granted under this Agreement shall be effective upon the full execution of the parties hereto. The initial term of this Agreement will commence the earlier of the first day of the month following: (a) construction start, or (b) the first day of the month following sixty (60) days after the full execution of this agreement ("**Commencement Date**") and lasting a period of five years.

The rights granted under this Lease shall have a term of five (5) years commencing on the Commencement Date. The term shall automatically be extended for up to two (2) additional consecutive terms of five (5) years each (each a "Renewal Term") unless Lessee delivers written notice to the City at least one hundred twenty (120) days prior to the expiration of the then current term that Lessee is not renewing the Lease. This agreement will expire on upon the expiration (or earlier termination) of the Prime Lease. Upon expiration or termination of this Agreement, Lessee shall remove all Lessee Facilities located, or installed, on the Site.

After the second Renewal Term, Lessee may request in writing that Lessor agree to extend the term of the Lease for an additional five (5) year period. Lessee may make such request at lease

one hundred twenty (120) days in advance of the end of the term. Lessor shall be deemed to have accepted the request and the Lease shall be automatically extended without further action of the parties unless Lessor shall give written notice to Lessee at least one hundred twenty (120) days prior to the end of the term, stating that Lessor elects not to extend the Lease.

## **10. Consideration**

The Annual Rental Fee (“**Annual Rent**”) for the Facility shall be **Five Thousand and Forty and no/100 Dollars (\$5,040.00)** if Lessee executes this Agreement within the calendar year 2023, except as modified below. If Lessee executes this lease within the calendar year 2024, the first year’s Annual Rent shall be **Five Thousand Two Hundred Fifty and no/100 Dollars (\$5,250.00)** except as modified below.

Annual Rent shall be paid in full within thirty (30) calendar days receipt of the Lessor’s invoice. Invoices will be sent forty-five (45) days prior to the anniversary of the Commencement Date of the Lease. Any Annual Rent payment received more than thirty (30) days after its due date shall include a late payment penalty at the lesser of 2% per month or the highest rate permitted by law; provided, however, the City agrees to provide written notice to Lessee before assessing a late payment penalty and that no late payment penalty shall apply if Lessee makes such payment within five (5) business days after receipt of such notice.

After the first year, the Annual Rent shall be increased by four percent (4%), rounded up to the nearest Ten and no/100 Dollars (\$10.00), unless a different fee is negotiated.

Should Lessee request to renegotiate the financial terms of the Lease prior to the Commencement Date of the fourth renewal term, Lessee shall pay City a renegotiation fee equal to three months of the then current Annual Rent. The provisions shall not apply should Lessee request to increase rent due to the increase in square footage or a change in the usage of the Premises by Lessee.

## **11. Licenses, Fees, and Taxes**

Prior to constructing any improvements upon the Facility, Lessee shall obtain a business license from the City pursuant to RMC Chapter 5.04 and submit a Telecommunications Business Registration as required by RMC Section 5.75.030. Further, Lessee shall pay promptly, and before they become delinquent, all taxes on all merchandise, personal property and improvements owned or placed by Lessee on the Facility; shall pay all license fees and public utility charges related to the conduct of Lessee's business on the Facility; shall pay for all permits, licenses and zoning approvals relating to the conduct of business on the Facility by Lessee; shall pay the leasehold tax levied by RCW Chapter 82.29A and RMC Chapter 3.34, unless documentation of exemption is provided to City; and shall pay any other tax, including utility taxes and business license fees imposed by the City on Lessee’s Equipment provided that such taxes and fees are consistently applied to other similar tenants and uses.

## **12. Reimbursement of City Expenses**

Lessee shall be subject to all review, inspection, supervision, and permit fees associated with activities undertaken through the authority granted in this Lease or under the laws of the City. Where the City reasonably incurs costs and expenses in connection with the preparation of this Lease with Lessee including but not limited to attorneys, consultants, City Staff and the City Attorney's Office that exceed the lease application fee, Lessee shall reimburse the City directly for any and all reasonable costs after receiving an invoice documenting said costs and expenses in sufficient detail to demonstrate that they were reasonably related to the preparation of this Lease.

In addition to the above, Lessee shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency caused by Lessee's Telecommunications Facilities.

Lessee shall, within thirty (30) days after written demand, reimburse the City upon submittal by the City of an itemized billing by project of costs associated with Lessee's proportionate share of all actual, identified expenses reasonably incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Lessee's facilities. Such costs and expenses shall include but not be limited to Lessee's proportionate cost of City personnel assigned to oversee or engage in any work. Furthermore, Lessee's proportionate share of such costs assessed pursuant to this Section 12 shall not exceed fifteen thousand dollars (\$15,000.00) unless the City demonstrates the actual expenses exceed fifteen thousand dollars (\$15,000.00).

The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement pursuant to this Section 12. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes.

The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes. Lessee shall be entitled to a credit for amounts paid with its application.

## **13. Business Purpose**

Lessee shall conduct and carry on in the Facility only the business for which the Facility is leased and shall not use the Facility for any additional or illegal purposes. Lessee agrees that no

stock of goods will be carried, or anything done in or about the Facility which will increase the present rate of insurance.

#### **14. Alterations**

As provided in Section 2 hereof, Lessee shall not make any substantive expansions, material alterations, additions, relocation, to said Facility without the prior review and authorization from the City through an amendment to this Lease. Lessee shall submit to City a written request for any change and any supplemental materials as may be requested for City's evaluation and approval. City shall have sixty (60) days after receipt of all requested materials in which to respond to such request and unless City so notifies Lessee to the contrary such approvals shall be deemed granted.

#### **15. Lights, Signs, and Symbols**

All lights, signs or symbols placed on the Facility by Lessee shall be subject to the prior approval of the City, which approval should not be unreasonably withheld, conditioned, or delayed. In the event Lessee shall place lights, signs or symbols on the Facility in locations which were not approved by the City during the plan review, the City may demand the immediate removal of such lights, signs or symbols, and the refusal of Lessee to comply with such demand within a period of 72 hours after receipt of written notice will constitute a breach of this Lease, thereby entitling the City to remove the lights, signs or symbols and seek reimbursement from Lessee pursuant to Section 11 above. Any lights, signs or symbols placed upon the Facility shall be so placed upon the understanding and agreement that Lessee will remove the same within 90 days after the termination or expiration of this Lease and repair any resulting damage or injury to the Facility. If such lights, signs, or symbols are not so removed upon termination by Lessee, then the City may have the same removed at Lessee's expense.

#### **16. Compliance with All Applicable Laws**

Lessee agrees to comply with all present and future federal, state, and local laws, ordinances, rules, and regulations in connection with its construction on the Facility or Property, its use of the Facility or Property, and in performing any and all work upon the Facility or Property. This Lease is subject to ordinances of general applicability enacted pursuant to the City's police powers. Lessee further agrees to save and hold the City harmless from damage, loss or expense arising out of the said use or work, unless caused by the City's sole negligence or misconduct, and to remove all liens or encumbrances arising as a result of said use or work. Lessee shall, at its own expense, maintain the Facility and Lessee's Telecommunication Facilities in a safe condition, in good repair and in a manner suitable to the City. Lessee further agrees to monitor for fire, smoke, intrusion, and A/C power failure on the Facility. Additionally, Lessee shall keep the Facility and Property free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise, or any interference with City services. Lessee shall have sole responsibility for the maintenance, repair and security of its equipment and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

## **17. Permits and Licenses**

This Lease is contingent upon Lessee's obtaining all required governmental permits, licenses, and approvals to locate on the Facility and offer Lessee's proposed services. Lessee shall not commence construction of any of Lessee's Telecommunication Facilities until commencement of this Lease and issuance of all necessary governmental permits, licenses, and approvals. If Lessee is unable to obtain such permits, licenses and approvals, Lessee may cancel this Lease and obtain a pro rata refund of any rents paid without further obligation by giving thirty (30) days prior written notice to the City. Any holding over after the expiration of the term thereof, with the consent of the City, shall be construed to be a tenancy from month to month and shall otherwise be on the terms, covenants and conditions herein specified. Lessee accepts the Facility in the condition existing as of the Effective Date. City makes no representation or warranty with respect to the condition of the Facility, or the premises and City shall not be liable for any latent or patent defect in the Facility or the premises.

## **18. Cancellation**

In the event that Lessee determines that the Facility is unsuitable for the intended purpose based upon initial or future engineering or technological requirements, Lessee reserves the right to cancel this Lease upon one hundred twenty (120) days written notice to the City, unless a different notice period is specified elsewhere in this Lease. In such event, no prepaid rent shall be refundable and Lessee's rights and obligations, except for restoration, as specified in Section 42, indemnification, as specified in Section 25, and maintenance of insurance, as specified in Section 24, and removal of all liens and encumbrances as specified in Section 16 shall cease.

## **19. Interference**

The City may have previously entered into leases with other lessees ("senior lessees") to lease space on the Facility for senior lessees' equipment and antenna facilities. Lessee acknowledges that the City is leasing the Facility for the purposes of transmitting and receiving telecommunication signals from the Facility. The City, however, is not in any way responsible or liable for any interference with Lessee's use of the Facility which may be caused by the use and operation of City-operated electronics equipment or any senior lessee's electronics equipment, even if caused by new technology. In the event that any senior lessee's activities or electronics equipment existing as of the Effective Date of this Lease interfere with Lessee's use of the Facility, and Lessee cannot work this interference out with the other senior lessees, Lessee may, upon thirty (30) days' notice to City, terminate this Lease and restore the Facility and Property to its original condition, reasonable wear and tear excepted and subject to complying with Section 21 and the Sections referenced therein. In such event, Lessee shall be entitled to a pro rata refund of all pre-paid rent. Lessee shall cooperate with all other users to identify the causes of and work towards the resolution of any electronic interference problem. In addition, Lessee agrees to eliminate any interference caused to City facilities or to radio or television equipment or surrounding residences in the vicinity of the subject property by Lessee's facilities at Lessee's own expense and without imposition on City equipment.

## **20. Indemnification**

- A. Lessee releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless Lessor, its officers, officials (appointed and elected), employees, agents, volunteers and representatives from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Lessee, its agents, servants, officers, subcontractor, or employees in the performance of this Agreement and any rights granted within this Agreement. Further, Lessee shall indemnify, defend, and hold harmless Lessor, its officers, officials (appointed and elected), employees, agents, volunteers, and representatives from any and all claims, costs, judgments, awards, or liability to any person arising from radio frequency emissions or radiation emitted from Lessee's facilities located on the Premises, regardless of whether Lessee's equipment complies with applicable federal statutes and/or FCC regulations related thereto. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Lessee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.
- B. Lessor shall promptly notify Lessee of any claim or suit and request in writing that Lessee indemnify Lessor. Lessee may choose counsel to defend Lessor subject to this Section 5(b). Lessor's failure to so notify and request indemnification shall not relieve Lessee of any liability that Lessee might have, except to the extent that such failure prejudices Lessee's ability to defend such claim or suit. In the event that Lessee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Agreement, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Lessee, Lessee shall pay all of Lessor's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between Lessor and the counsel selected by Lessee to represent Lessor, then upon the prior written approval and consent of Lessee, which shall not be unreasonably withheld, Lessor shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Lessee shall pay the reasonable attorney fees and expenses of such separate counsel, except that Lessee shall not be required to pay the fees and expenses of separate counsel on behalf of Lessor for Lessor to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. Lessor's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by Lessor but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided to Lessor by Lessee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

- C. Except to the extent that damage or injury arises from the sole negligence or willful misconduct of Lessor, its officers, officials, employees or agents, the obligations of Lessee under the indemnification provisions of this Section 5 shall apply. Notwithstanding the proceeding sentence, to the extent the provisions of RCW 4.24.115 are applicable, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.
- D. Notwithstanding any other provisions of this Section 5, Lessee assumes the risk of damage to its Facilities located upon the Site from activities conducted by Lessor, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any solely negligent, willful misconduct, or criminal actions on the part of Lessor, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, exemplary, or punitive damages, including (by way of example and not limitation) lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Agreement. Each party releases and waives any and all such claims against the other party, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Lessee further agrees to indemnify, hold harmless and defend Lessor against any claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages brought by users of Lessee's Facilities as the result of any interruption of service due to damage or destruction of Lessee's Facilities caused by or arising out of activities conducted by Lessor, its officers, agents, employees, or contractors.
- E. The provisions of this Section 20 shall survive the expiration, revocation, or termination of this Agreement.

## **21. Insurance**

Lessee shall procure and maintain for the Term and so long as Lessee has its Lessee Facilities on the Site, insurance against claims for injuries to persons, death, or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Lessee, its agents, representatives, or employees as provided herein. Lessee shall require that every subcontractor maintain substantially similar insurance coverage with substantially similar policy limits as required of Lessee. Lessee shall provide an insurance certificate from insurers with a current A.M. Best rating of not less than A-:XII, together with an endorsement copy listing the Lessor, its officers, elected and appointed officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds, under the Commercial General Liability, Automobile Liability and Comprehensive Form policies and shall provide to Lessor for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Agreement, such insurance certificate which shall evidence:

- A. Commercial general liability insurance, inclusive of umbrella, written on an occurrence basis with limits not less than:

- (1) \$2,000,000.00 for bodily injury or death to each person;
  - (2) \$2,000,000.00 for property damage resulting from any one accident; and
  - (3) \$2,000,000.00 for all other types of liability
- B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000.00 for each person and \$2,000,000.00 for each accident;
- C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00;
- D. Comprehensive Form premises-operations, explosions and collapse hazard, and products completed hazard with limits of not less than \$2,000,000.00;
- E. Umbrella or excess liability insurance in the amount of \$10,000,000.00.
- F. The liability insurance policies required by this Section shall be maintained by Lessee throughout the term of this Agreement, and such other period of time during which Lessee is operating without an Agreement or is engaged in the removal of its Lessee Facilities. Failure to maintain such insurance shall be grounds for Agreement cancellation. Payment of deductibles and self-insured retentions shall be the sole responsibility of Lessee and must be declared to and approved by the Lessor, which approval shall be limited to ensuring the deductibles and retentions comply with the terms of this Agreement. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Lessee's insurance shall be primary insurance with respect to the Lessor, its elected and appointed officers, officials, employees, agents, representatives, engineers, consultants, and volunteers. Any insurance maintained by the Lessor, its elected and appointed officers, officials, employees, consultants, agents, representatives, engineers, and volunteers shall be in excess of Lessee's insurance and shall not contribute with Lessee's insurance. Lessee's maintenance of insurance shall not be construed to limit the liability of Lessee to the coverage provided by such insurance, or otherwise limit the Lessor's recourse to any remedy available at law or equity. Further, Lessee's maintenance of insurance policies required by this Agreement shall not be construed to excuse unfaithful performance by Lessee.
- G. In addition to the coverage requirements set forth in this Section, Lessee must notify Lessor of any cancellation or reduction in said coverage. Within thirty (30) days after receipt by the Lessor of said notice, and in no event later than fifteen (15) days prior to said cancellation or intent not to renew, Lessee shall obtain and furnish to the Lessor a replacement insurance certificate meeting the requirements of this Section.

## **22. Restoration Bond**

Before undertaking any of the work authorized by this Agreement, Lessee shall furnish a performance bond written by a corporate surety acceptable to the Lessor equal to at least 150% of

the estimated cost as approved by Lessor of completing or removing Lessee Facilities and other improvements and restoring the public ways and Lessor-owned property to its pre-construction condition ordinary wear and tear excepted. Said bond shall be required to remain in full force until sixty (60) days after completion of the construction and/or improvements and shall warrant all such restoration work for a period of one (1) year. The purpose of this bond is to guarantee completion or removal of Lessee Facilities which are partially completed and/or non-conforming and other improvements installed by Lessee and to fully restore the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted.

### **23. Security Fund**

Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Agreement, Lessee shall establish a permanent security fund in the amount of **Fifty Thousand Dollars (\$50,000)** with the Lessor to guarantee the full and complete performance of the requirements of this Agreement, the requirements of the Redmond Municipal Code (“RMC” ) Chapter 12.14, and to guarantee payment of any costs, expenses, damages, or loss the Lessor pays or incurs, including civil penalties, because of any failure attributable to Lessee to comply with the codes, ordinances, rules, regulations, or permits of the City. Prior to withdrawal of any funds from the security fund, Lessor shall comply with the provisions of RMC Section 12.14.640 as that section presently exists or is hereafter amended. Provided that Lessee may provide, in lieu of a cash security deposit to Lessor, an unconditional letter of credit made out to the Lessor, or bond, in the amount of **Fifty Thousand Dollars (\$50,000)** to secure performance under this Agreement. The letter of credit shall be in a form acceptable to the City Attorney.

### **24. Incorporation of RMC Chapter 12.14**

RMC Chapter 12.14, as it now exists or may hereafter be amended, is hereby incorporated in full by this reference. In the event any provision of this Agreement conflicts with the provisions of RMC Chapter 12.14, the provisions of this Agreement shall prevail.

### **25. Restoration of Lessor Property**

Lessee shall, after installation, construction, relocation, maintenance, removal, or repair of Lessee Facilities restore any other public and private property improvements, fixtures, structures, facilities, rights-of-way, and City-owned property which may be disturbed or damaged by the work, to at least the same condition immediately prior to any such installation, construction, relocation, maintenance, removal or repair, reasonable wear and tear excepted. The Public Works Director or the Parks Director or their respective designee shall have final approval of the condition of such property after restoration. All survey monuments which are to be disturbed or displaced by such work shall be referenced, replaced, and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and per all pertinent federal, state, and local standards and specifications, including, but not limited to, the City of Redmond Benchmark System’s second order, first class specifications. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Agreement. All work by Lessee pursuant to this

Section shall be performed in accord with City of Redmond Public Works Construction standards and warranted for a period of one (1) year.

## **26. Notices**

All notices must be in writing and shall be valid upon receipt when delivered by nationally recognized courier service, signed receipt requested, or by First Class United States mail, certified, return receipt requested, addressed as follows:

Lessor: City of Redmond  
Finance Dept – Real Property MS: 3NFN  
PO Box 97010  
Redmond, WA 98073-9710  
425-556-2425

If hand delivered:  
City of Redmond  
Finance Dept. – Real Property MS: 3NFN  
15670 NE 85<sup>th</sup> Street  
Redmond, WA 98073

Lessee: DISH Wireless L.L.C.  
Attn: Lease Administration  
5701 South Santa Fe Drive  
Littleton, CO 80120

The parties may substitute recipient's names and addresses by giving at least thirty (30) days' notice. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

## **27. Governing Law**

This Agreement shall be governed by and construed in accordance with the law of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or King County Superior Court.

## **28. Counterparts**

This Agreement may be executed in one or more counterparts, which together shall constitute a single instrument.

## **29. Entire Agreement**

This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter, and cannot be amended, modified, or terminated except in a written document executed by all the parties.

## **30. Severability**

The invalidity of any provision or portion of a provision of this Agreement shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\*

IN WITNESS WHEREOF, this Lease is executed as of the latest date it is fully executed by both parties.

CITY OF REDMOND,  
a Washington municipal corporation

DISH Wireless L.L.C.  
a Colorado limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Angela Birney, Mayor

Dave Mayo

Date: \_\_\_\_\_

Title: Executive Vice President

Date: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **ANGELA BIRNEY** is the person who appeared before me, and that she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Redmond to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

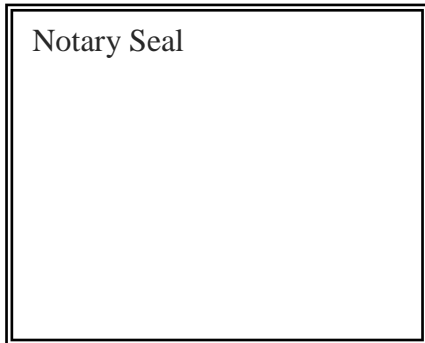
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

<div>Notary Seal</div>	Notary Signature:	_____
	Printed Name:	_____
	Notary Public for the State of Washington	
	Residing In:	_____
	My Commission Expires:	_____

STATE OF \_\_\_\_\_)  
\_\_\_\_\_) ss.  
COUNTY OF \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that (he/she) signed this  
instrument, on oath stated that (he/she) was authorized to execute the instrument and  
acknowledged they are the \_\_\_\_\_ of  
\_\_\_\_\_ to be the free and voluntary act of such party for the uses  
and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



Notary Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing In: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot of King County Short Plat No. 485025, according to the plat thereof recorded under Recording No. 8602050714 subject to easements and restrictions of record.

**EXHIBIT B**  
**TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES SITE**

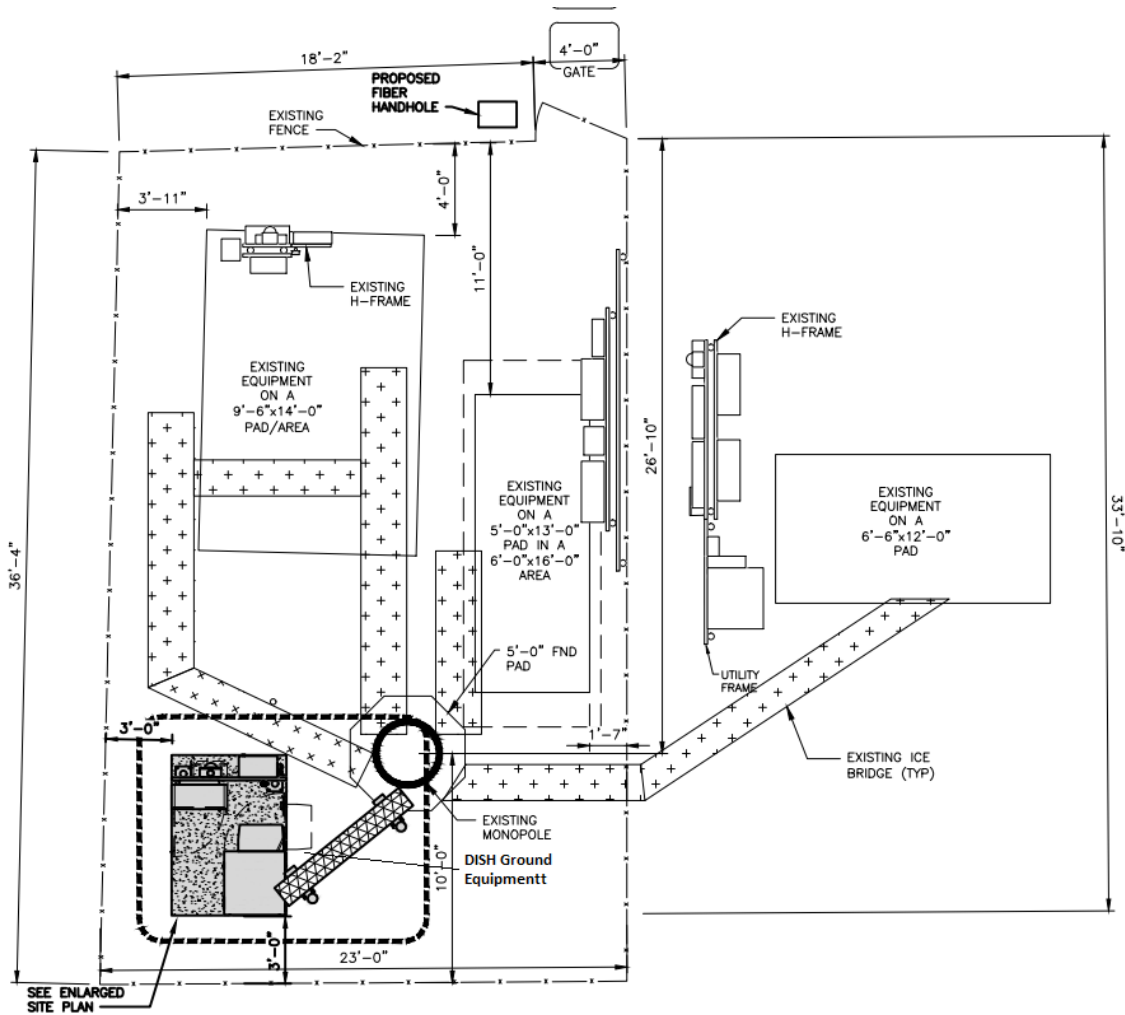
*(Written description of Lessee's Telecommunications Facilities)*

Fire Station 14 – Crown Castle Monopole  
SESEA00134B

	<b>Square Feet (SF)</b>	<b>Quantity</b>	<b>Total SF</b>
<b>Ground Lease Area</b>			
5' x 7' concrete pad	35.00	1	35.00
Power Protective Cabinet		1	
Generator Plug		1	
Radio Cabinet 2' 10" x 2' 9"		1	
H-Frame		1	
OPS Unit		1	
200 amp Meter		1	
Telco Fiber Enclosure		1	
Fiber NID		1	
Ice Bridge from Cabinet to base of Tower		1	
<b>Monopole</b>			
Fujitsu TAQ8025-B604 RRH		3	
Fujitsu TAO8025-B605 RRH		3	
Commscope RR-FA2 Large Stabilizer			
Commscope XP-2040 Crossover Plate		3	
Commscope WC-PK8-DSH Antenna Platform		1	
JMA Wireless WX08FR0665-21 Antenna		3	
MO4 Mounting Bracket		3	
Raycap RIDIC-9181-PF-48 DC Surge Protector OVP		1	

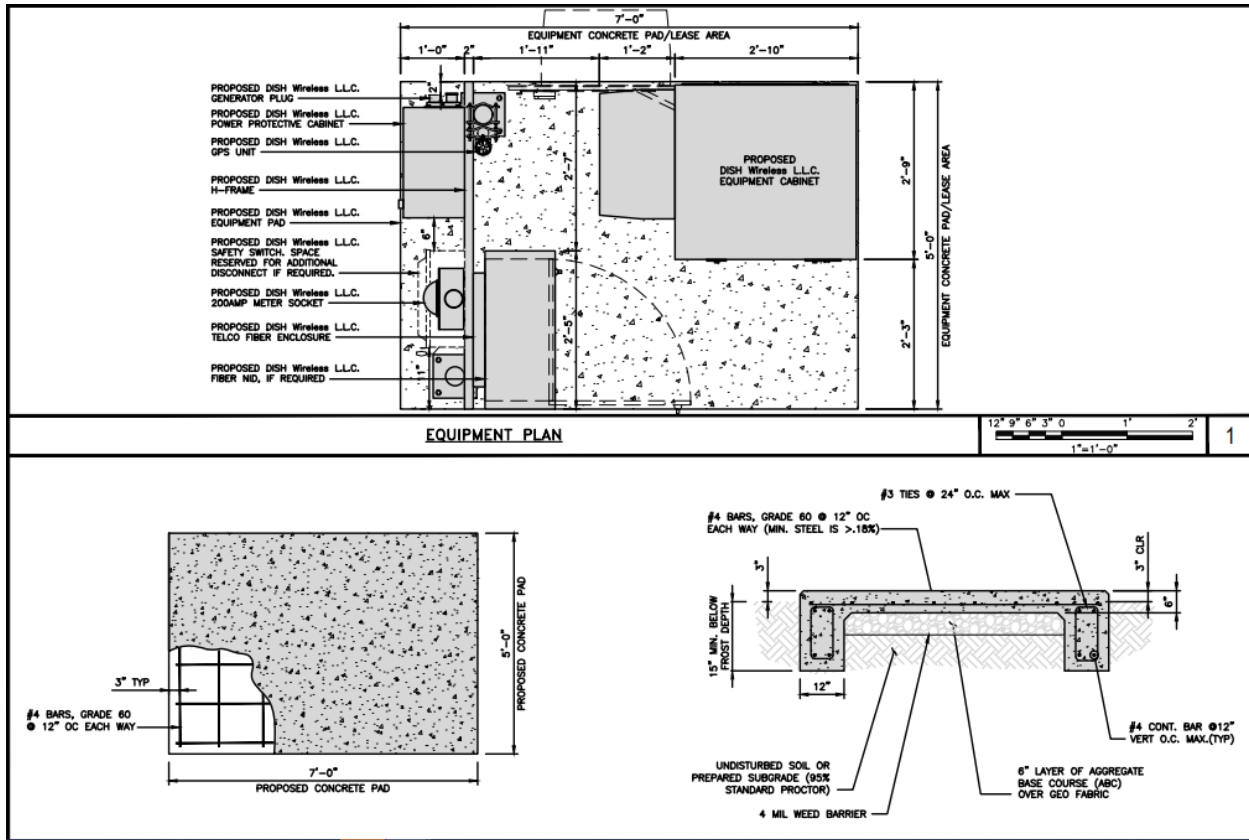
# EXHIBIT C SITE PLAN

*(Illustrated Site Plan of Lessee's Telecommunications Facilities from pages A-1 and A-3 of the Lessee's approved permitted construction plans set)*



## EXHIBIT C

(continued)





## Memorandum

**Date:** 10/10/2023

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 23-499

**Type:** Committee Memo

**TO:** Committee of the Whole - Finance, Administration, and Communications

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Fire	Chief Sheppard	425-556-2201
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**DEPARTMENT STAFF:**

Fire	Lisa Figueroa	Emergency Manager
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**TITLE:**

Approval of Emergency Management Performance Grants (EMPG)

**OVERVIEW STATEMENT:**

Seeking approval for 22EMPG and 23EMPG forms. EMPG funding is allocated per capita from FEMA through the State of Washington. Mayor Birney approved 22EMPG. 23EMPG has been submitted to WA EMD and is a collaboration with Parks for ESF 6 Mass Care.

☒ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**

☐ **Provide Direction**

☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Comprehensive Emergency Management Plan
- **Required:**  
N/A
- **Council Request:**  
Enter the meeting and date when Council requested this information.
- **Other Key Facts:**  
Due to new requirements of grant tracking, smaller grants such as these must be approved by Council.

**OUTCOMES:**

This funding supports community resilience and emergency response capacities. The work areas include building public safety through the purchase of CERT supplies, shelter and cooling center equipment, and community outreach items.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:****Total Cost:**

\$84,649

**Approved in current biennial budget:**☐ Yes☐ No☒ N/A**Budget Offer Number:**

0000016

**Budget Priority:**

Safe and Resilient

**Other budget impacts or additional costs:**☐ Yes☐ No☒ N/A***If yes, explain:***

Examples: software with a yearly cost, revenue generating, match requirements, etc. - if none, enter N/A.

**Funding source(s):**

\$43,854 from 22EMPG, \$40,795 from 23EMPG

**Budget/Funding Constraints:**

22EMPG closes on September 30, 2023, and all purchases and documentation approved in Amendment 1 must be completed by that date. Waiting on state information for final approval of 23EMPG.

☐ **Additional budget details attached****COUNCIL REVIEW:****Previous Contact(s)**

Date	Meeting	Requested Action
	Click and select a meeting from the dropdown menu.	N/A

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
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**Date:** 10/10/2023

**Meeting of:** Committee of the Whole - Finance, Administration, and Communications

**File No.** CM 23-499

**Type:** Committee Memo

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10/17/2023	Business Meeting	Approve
------------	------------------	---------

**Time Constraints:**

Grant period for 22EMPG closes on September 30, 2023

**ANTICIPATED RESULT IF NOT APPROVED:**

Potential loss of available grant funding

**ATTACHMENTS:**

Attachment A: Finalized 22EMPG application

Attachment B: Approved amendment 1 to 22EMPG application

Attachment C: Application for 23EMPG

**Washington State Military Department  
EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: <b>City of Redmond Emergency Management Division (EMD) PO Box 97010, Mailstop: FDADM Redmond, WA 98073-9710</b>		2. Grant Agreement Amount: <b>\$43,854</b>		3. Grant Agreement Number: <b>E23-110</b>	
4. Subrecipient Contact, phone/email: <b>Lisa Figueroa, 425-556-2219 lfigueroa@redmond.gov</b>		5. Grant Agreement Start Date: <b>June 1, 2022</b>		6. Grant Agreement End Date: <b>September 30, 2023</b>	
7. Department Contact, phone/email: <b>Michael Alston, 253-512-7083 Michael.alston@mil.wa.gov</b>		8. Unique Entity Identifier (UEI): <b>XK1UCKFKU3N9</b>		9. UBI # (state revenue): <b>176-000-016</b>	
10. Funding Authority: <b>Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)</b>					
11. Federal Award ID # (FAIN): <b>EMS-2022-EP-00006-S01</b>		12. Federal Award Date: <b>08/23/2022</b>		13. Assistance Listings # & Title: <b>97.042 (22EMPG)</b>	
14. Total Federal Amount: <b>\$8,625,483</b>		15. Program Index # & OBJ/SUB-OBJ: <b>723PT NZ</b>			16. EIN: <b>91-6001492</b>
17. Service Districts: (BY LEGISLATIVE DISTRICT): <b>45, 48</b> (BY CONGRESSIONAL DISTRICT): <b>1, 8</b>		18. Service Area by County(ies): <b>King</b>		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Agreement Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: <b>The purpose of the Fiscal Year (FY) 2022 Emergency Management Performance Grant (22EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan.</b> <b>The Department is the Recipient and Pass-through Entity of the 22EMPG DHS Award Letter for Grant No. EMS-2022-EP-00006-S01 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.</b>					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 22EMPG Award Letter EMS-2022-EP-00006-S01 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>1. Applicable Federal and State Statutes and Regulations</b>  <b>2. DHS/FEMA Award and program documents</b>  <b>3. Work Plan, Timeline, and Budget</b> </div> <div style="width: 45%;"> <b>4. Special Terms and Conditions</b>  <b>5. General Terms and Conditions, and,</b>  <b>6. Other provisions of the Agreement incorporated by reference</b> </div> </div>					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
_____ Signature Regan Anne Hesse, Chief Financial Officer Washington State Military Department			_____ Signature Angela Birney, Mayor City of Redmond		
_____ Date			_____ Date		
BOILERPLATE APPROVED AS TO FORM: Dierk Meierbachtol Assistant Attorney General			APPROVED AS TO FORM (if applicable): _____ Signature		
August 1, 2022			_____ Date		

## SPECIAL TERMS AND CONDITIONS

**ARTICLE I. KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	<b>Lisa Figueroa</b>	Name	<b>Michael Alston</b>
Title	<b>Emergency Manager</b>	Title	<b>Program Coordinator</b>
Email	<b>lfigueroa@redmond.gov</b>	Email	<b>michael.alston@mil.wa.gov</b>
Phone	<b>425-556-2219</b>	Phone	<b>253-512-7083</b>
Name	<b>Adrian Sheppard</b>	Name	<b>Courtney Bemus</b>
Title	<b>Fire Chief</b>	Title	<b>Program Assistant</b>
Email	<b>asheppard@redmond.gov</b>	Email	<b>courtney.bemus@mil.wa.gov</b>
Phone	<b>425-556-2201</b>	Phone	<b>253-512-7145</b>
Name		Name	<b>Sierra Wardell</b>
Title		Title	<b>Financial Operations Section Manager</b>
Email		Email	<b>sierra.wardell@mil.wa.gov</b>
Phone		Phone	<b>253-512-7121</b>

**ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS**

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2022 Emergency Management Performance Grant (EMPG) document*, the *FEMA Preparedness Grants Manual* document, Version 3, May 2022 (the Manual), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the performance period may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the state of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

**A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:**

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

**1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT**

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22EMPG funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
  - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22EMPG funds, including, but not limited to, those contained in 2 CFR 200.
  - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of*

*Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2022 Emergency Management Performance Grant (EMPG) document, the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.*

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 22EMPG federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

## **2. BUDGET, REIMBURSEMENT, AND TIMELINE**

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment F), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
  - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
    - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
    - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
  - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to [Reimbursements@mil.wa.gov](mailto:Reimbursements@mil.wa.gov) no later than the due dates listed within the Timeline (Attachment E).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department and auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled

reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to approved, direct budget categories, as identified in the Budget (Attachment F), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### **3. REPORTING**

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

### **4. EQUIPMENT AND SUPPLY MANAGEMENT**

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

- i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
- iii. Inventory system records shall include:
  - A. Description of the property
  - B. Manufacturer's serial number, or other identification number
  - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
  - D. Assistance Listings Number (formerly CFDA Number) (Face Sheet, Box 13)
  - E. Who holds the title
  - F. Acquisition date
  - G. Cost of the property and the percentage of federal participation in the cost
  - H. Location, use, and condition of the property at the date the information was reported
  - I. Disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
  - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the

project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

- 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
  - 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
- If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018). Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- iv. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - v. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - vi. Telecommunications or video surveillance services provided by such entities or using such equipment; or
  - vii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- g. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

## 5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for

projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

**6. PROCUREMENT**

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

**7. SUBRECIPIENT MONITORING**

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
  - viii. Review of financial and performance reports
  - ix. Monitoring and documenting the completion of Agreement deliverables
  - x. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence
  - xi. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
  - xii. Observation and documentation of Agreement related activities, such as exercises, training, events, and equipment demonstrations
  - xiii. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

**8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order

13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

## **9. NIMS COMPLIANCE**

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive federal preparedness funding from the Department, the Subrecipient must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives located at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

## **B. EMPG PROGRAM SPECIFIC REQUIREMENTS**

The Department receives EMPG funding from DHS/FEMA, to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).

A portion of the grant program is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

- a. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.
- b. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
- c. The Subrecipient shall provide a fifty percent cash match of non-federal origin. The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment F). To meet matching requirements, the Subrecipient's cash matching contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.

- d. The Subrecipient shall participate in the State's annual Stakeholder Preparedness Review (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
- e. Subrecipients shall participate in the State's annual Integrated Preparedness Planning Workshop (IPPW). Non-participation may result in withholding of funding under future grant years.
- f. If funding is allocated to non-DHS FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, [https://www.fema.gov/sites/default/files/2020-04/Training\\_Course\\_Review\\_and\\_Approval\\_IB\\_Final\\_7\\_19\\_18.pdf](https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf), the training must fall within the FEMA mission scope and be in alignment with the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
- g. All personnel funded in any part through federal award or matching funds under this Agreement shall complete and record proof of completion of:
  - i. NIMS training requirements outlined in the NIMS Training Program located at <https://www.fema.gov/emergency-managers/nims/implementation-training> (to include ICS-100, ICS-200, IS-700, and IS-800 for most personnel) and
  - ii. Either (1) the FEMA Professional Development Series IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, or (2) the National Emergency Management Basic Academy.

The Subrecipient will report training course completion by individual personnel along with the final report.
- h. In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training requirements were met for all personnel funded by federal or matching funds under this Agreement.

## **C. DHS TERMS AND CONDITIONS**

As a Subrecipient of 22EMPG funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22EMPG Award Letter and its incorporated documents for the Grant, which are incorporated and made a part of this Agreement as Attachment C.

**Washington State Military Department  
GENERAL TERMS AND CONDITIONS  
Department of Homeland Security (DHS)/  
Federal Emergency Management Agency (FEMA)  
Grants**

**A.1 DEFINITIONS**

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“Investment”** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.
- e. **“Stakeholders Preparedness Report (SPR)”** The SPR is an annual three-step self-assessment of a community’s capability levels based on the capability targets identified in the THIRA.
- f. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of “Subrecipient” is the same as in 2 CFR 200.1 for all other purposes.
- g. **“Threat and Hazard Identification and Risk Assessment (THIRA)”** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community’s capability gaps during the SPR process.

**A.2 ADVANCE PAYMENTS PROHIBITED**

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

**A.3 AMENDMENTS AND MODIFICATIONS**

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient’s project(s).

**A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE “ADA” 28 CFR Part 35.**

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <https://mil.wa.gov/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' *Debarred Vendor List* (<https://www.des.wa.gov/services/contracting-purchasing/doing-business-state/vendor-debarment>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "*Disclosure Form to Report Lobbying*," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

#### A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

#### A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*,” and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “*Debarment and Suspension*.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part

247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
  - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
  - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
  - 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
  - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
  - 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
  - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment is mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

#### A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

#### A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory,

mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right

of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

#### A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

#### A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

#### A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

#### A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity"

means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

**OR**

**Contracts.Office@mil.wa.gov**

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

#### **A.29 SUBRECIPIENT NOT EMPLOYEE**

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

#### **A.30 TAXES, FEES AND LICENSES**

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and

expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

**A.31 TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

**A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING**

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

**A.33 TERMINATION OR SUSPENSION FOR CAUSE**

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

**A.34 TERMINATION PROCEDURES**

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

**A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES**

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

**A.36 VENUE**

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.36 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**22EMPG Award Letter  
EMS-2022-EP-00006-S01**

## Award Letter



U.S. Department of Homeland Security  
Washington, D.C. 20472

Bret Daugherty  
Washington Military Department  
Building 20  
Camp Murray, WA 98430 - 5122

Re: Grant No.EMS-2022-EP-00006

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Emergency Management Performance Grants has been approved in the amount of \$8,625,483.00. As a condition of this award, you are required to contribute a cost match in the amount of \$8,625,483.00 of non-Federal funds, or 50 percent of the total approved project costs of \$17,250,966.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligor Document (attached to this Award Letter)
- FY 2022 Emergency Management Performance Grants Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PATRICK GERARD MARCHAM

U.S. Department of Homeland Security  
Washington, D.C. 20472



**AGREEMENT ARTICLES**  
**Emergency Management Performance Grants**

**GRANTEE:** Washington Military Department  
**PROGRAM:** Emergency Management Performance Grants  
**AGREEMENT NUMBER:** EMS-2022-EP-00006-S01

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## **Article I - DHS Standard Terms and Conditions Generally**

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

## **Article II - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

## **Article III - General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

#### **Article IV - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **Article V - Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article VI - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **Article VII - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **Article VIII - Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

#### **Article IX - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity

receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **Article X - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **Article XI - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **Article XII - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article XIII - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

#### **Article XIV - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article XV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

#### **Article XVI - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XVII - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

#### **Article XVIII - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

#### **Article XIX - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

#### **Article XX - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article XXI - Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

#### **Article XXII - John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

#### **Article XXIII - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### **Article XXIV - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

#### **Article XXV - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social

services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### **Article XXVII - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **Article XXVIII - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

#### **Article XXIX - Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

#### **Article XXX - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article XXXI - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Article XXXII - Reporting of Matters Related to Recipient Integrity and Performance**

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XXXIII - Reporting Subawards and Executive Compensation**

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XXXIV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

#### **Article XXXV - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XXXVI - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XXXVII - Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

#### **Article XXXVIII - Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

#### **Article XXXIX - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

#### **Article XL - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XLI - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

#### **Article XLII - Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **Article XLIII - Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

#### **Article XLIV - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the

award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

#### **Article XLV - Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

#### **Article XLVI - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **Article XLVII - Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

#### **BUDGET COST CATEGORIES**

Personnel	\$4,529,534.00
Fringe Benefits	\$1,604,921.00
Travel	\$0.00
Equipment	\$10,000.00
Supplies	\$94,353.00
Contractual	\$10,598,626.00
Construction	\$0.00
Indirect Charges	\$405,086.00
Other	\$8,446.00

Obligating Document for Award/Amendment						
1a. AGREEMENT NO. EMS-2022-EP-00006-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. N/A	4. TYPE OF ACTION AWARD	5. CONTROL NO. SX00503N2022T , SX00503N2022T		
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603			
9. NAME OF RECIPIENT PROJECT OFFICER Tirzah Kincheloe	PHONE NO. 2535127456	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 08/23/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD  <b>From:</b> 10/01/2021 <b>To:</b> 09/30/2024 <b>Budget Period</b> 10/01/2021 09/30/2024			
1 5. DESCRIPTION OF ACTION						
a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
Emergency Management Performance Grants	97.042	2022-FA-GA01-R107- -4120-D	\$0.00	\$7,560,609.00	\$7,560,609.00	See Totals
Emergency Management Performance Grants	97.042	2022-FE-GA01-R107- -4120-D	\$0.00	\$1,064,874.00	\$1,064,874.00	See Totals
			\$0.00	\$8,625,483.00	\$8,625,483.00	\$8,625,483.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Sierra Wardell, Preparedness Grants Section Section Supervisor					DATE Fri Aug 26 21:02:34 GMT 2022	
18. FEMA SIGNATORY OFFICIAL (Name and Title)					DATE Tue Aug 23 16:59:20 GMT 2022	

PATRICK GERARD MARCHAM,

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## WORK PLAN

## FY 2022 Emergency Management Performance Grant

**Emergency Management Organization:** City of Redmond Emergency Management Division (EMD)

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, plan, train, exercise, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include EMPG grant and local funds).

<b>Priority Area #1</b>	4.2 Hazard Mitigation	
<b>Primary Core Capability</b>	Planning	
<b>Secondary Core Capability</b>	Threats and Hazard Identification	
<b>Build or Sustain</b>	Sustaining/Maintaining	
<b>WORK PLANNED</b>	<b>IDENTIFIED GAP/NEED</b>	<b>ANTICIPATED PROJECT IMPACT</b>
Hire contractor(s) to research, review, update Hazard Mitigation Plan for City of Redmond and annex to King County Hazard Mitigation Plan.	The City of Redmond's Hazard Mitigation Plan is out of date and EMD would like to re-establish a City Hazard Mitigation Plan and continue to annex with the King County Plan.	The impact will be an updated Hazard Mitigation Plan for the City of Redmond and updated annex to the King County Hazard Mitigation Plan. The outcome will be a useable plan to inform future exercise and training to the city departments.

<b>Priority Area #2</b>	4.9 Training	
<b>Primary Core Capability</b>	Community Resilience	
<b>Secondary Core Capability</b>	Operational Coordination	
<b>Build or Sustain</b>	Sustaining/Maintaining	
<b>WORK PLANNED</b>	<b>IDENTIFIED GAP/NEED</b>	<b>ANTICIPATED PROJECT IMPACT</b>
Purchase supplies to support the continued training and exercising of Community Emergency Response Team (CERT) and Amateur Radio Emergency Services (ARES) and Medical Reserve Corps (MRC) volunteer programs for community education and volunteer coordination. Supplies to include: technology upgrades to ECC and Alternate ECC as a training facility to enable hybrid trainings, uniform vests to identify and recognize volunteers in activations, and materials for community preparedness outreach and to build volunteer teams.	GAP: Redmond EMD would like to continue to support its fire stations by building Fire Fighter Re-hab teams and fire station support teams. Need: Purchase supplies for fire fighter re-hab teams, CERT training, and ARES, MRC training.	The impact will be a coordinated, supplied, and trained team of volunteers to support our fire fighters during extensive firefighting incidents. Continued public education in disaster preparedness through CERT, ARES, and MRC training, along with fire station support teams trained to respond in disasters.

### TIMELINE

#### FY 2022 Emergency Management Performance Grant

DATE	TASK
June 1, 2022	Grant Agreement Start Date
January 31, 2023	Submit reimbursement request
April 30, 2023	Submit reimbursement request
July 31, 2023	Submit reimbursement request
September 30, 2023	Grant Agreement End Date
November 15, 2023	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the above Timeline.

For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the above Timeline.

## BUDGET

## FY 2022 Emergency Management Performance Grant

22EMPG AWARD \$ 43,854.00


SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Personnel & Fringe Benefits	\$ -	\$ 43,854
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ 3,854	\$ -
	Consultants/Contracts	\$ 40,000	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ 43,854	\$ 43,854
ORGANIZATION	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
EXERCISE	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
TRAINING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
EQUIP	Equipment	\$ -	\$ -
	Subtotal	\$ -	\$ -
M&A	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
Indirect Cost Rate on file		0.00%	for Time Period of: N/A
TOTAL Grant Agreement AMOUNT:		\$ 43,854	\$ 43,854

The Subrecipient will provide a match of **\$43,854** of non-federal origin, 50% of the total project cost local budget plus EMPG award).

Cumulative transfers to budget categories in excess of ten percent (10%) of the Grant Agreement Amount will not be reimbursed without **prior** written approval from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 723PT – EMPG

## Washington State Military Department AMENDMENT

1. SUBRECIPIENT NAME/ADDRESS: <b>City of Redmond Emergency Management Division (EMD) PO Box 97010, Mailstop: FDADM Redmond, WA 98073-9710</b>		2. GRANT NUMBER: <b>E23-110</b>	3. AMENDMENT NUMBER: <b>1</b>
4. SUBRECIPIENT CONTACT, PHONE/EMAIL: <b>Lisa Figueroa, 425-556-2219 lfigueroa@redmond.gov</b>		5. DEPARTMENT CONTACT, PHONE/EMAIL: <b>Michael Alston, 253-512-7083 Michael.alston@mil.wa.gov</b>	
6. EIN: <b>91-6001492</b>	7. ASSISTANCE LISTINGS # & TITLE: <b>97.042 (22EMPG)</b>	8. FEDERAL AWARD ID # (FAIN): <b>EMS-2022-EP-00006-S01</b>	
9. FUNDING AUTHORITY: <b>The Washington State Military Department (Department) and the US Department of Homeland Security (DHS)</b>			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT:  The subrecipient will not be hiring a contractor to update the city's Hazard Mitigation Plan, thus the activity is removed from the Work Plan and a new Priority Area #3 is added. The Work Plan and Budget are revised accordingly.  Changes are noted in red font, strikethrough, and grey highlight.			
11. AMENDMENT TERMS AND CONDITIONS: <ol style="list-style-type: none"> <li>1. The Grant Agreement Amount of \$43,854 remains <b>unchanged</b>.</li> <li>2. The Grant Agreement End Date of September 30, 2023, remains <b>unchanged</b>.</li> <li>3. <b>Change</b> Attachment A, SPECIAL TERMS AND CONDITIONS, Article I-Key Personnel, as described on Page 2 of this Amendment.</li> <li>4. <b>Change</b> the original Work Plan, Attachment D, as described on Page 2 of this Amendment.</li> <li>5. <b>Change</b> the original Budget, Attachment F, as described on Page 2 of this Amendment.</li> </ol>			
This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Sub-Recipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties have executed this Amendment:			
FOR THE DEPARTMENT:		FOR THE SUBRECIPIENT:	
Signature Regan Anne Hesse, Chief Financial Officer Washington State Military Department	Date	Signature  Angela Birney, Mayor City of Redmond	Date <b>6/14/23</b>
BOILERPLATE APPROVED AS TO FORM: _____/Signature on file/_____ David B. Merchant, Assistant Attorney General		APPROVED AS TO FORM (if applicable):  Applicant's Legal Review	
10/11/2021		Date	

## Washington State Military Department Amendments to Agreement E23-110

### 1. Change Attachment A, Article I-Key Personnel.

- a. Attachment A, SPECIAL TERMS AND CONDITIONS, Article 1-Key Personnel, under SUBRECIPIENT/DEPARTMENT:
  - i. Replace Courtney Bemus with Grant Miller (see below).

SUBRECIPIENT		DEPARTMENT	
Name	Lisa Figueroa	Name	Michael Alston
Title	Emergency Manager	Title	Program Coordinator
Email	lfigueroa@redmond.gov	Email	michael.alston@mil.wa.gov
Phone	425-556-2219	Phone	253-512-7083
Name	Adrian Sheppard	Name	Courtney Bemus Grant Miller
Title	Fire Chief	Title	Program Assistant
Email	asheppard@redmond.gov	Email	<del>courtney.bemus@mil.wa.gov</del> grant.miller@mil.wa.gov
Phone	425-556-2201	Phone	<del>253-512-7145</del> 7061
Name		Name	Sierra Wardell
Title		Title	Financial Operations Section Manager
Email		Email	sierra.wardell@mil.wa.gov
Phone		Phone	253-512-7121

### 2. Change the original Work Plan, Attachment D.

- a. Original Work Plan, Attachment D, with Revision 1 Work Plan, Attachment D.

### 3. Change the original Budget, Attachment F.

- a. Original Budget, Attachment F, with Revision 1 Budget, Attachment F.

## Revision 1 WORK PLAN

## FY 2022 Emergency Management Performance Grant

**Emergency Management Organization:** City of Redmond Emergency Management Division (EMD)

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, plan, train, exercise, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include EMPG grant and local funds).

<b>Priority Area #1</b>	4.2 Hazard Mitigation	
<b>Primary Core Capability</b>	Planning	
<b>Secondary Core Capability</b>	Threats and Hazard Identification	
<b>Build or Sustain</b>	Sustaining/Maintaining	
<b>WORK PLANNED</b>	<b>IDENTIFIED GAP/NEED</b>	<b>ANTICIPATED PROJECT IMPACT</b>
Hire contractor(s) to research, review, update Hazard Mitigation Plan for City of Redmond and annex to King County Hazard Mitigation Plan.	The City of Redmond's Hazard Mitigation Plan is out of date and EMD would like to re-establish a City Hazard Mitigation Plan and continue to annex with the King County Plan.	The impact will be an updated Hazard Mitigation Plan for the City of Redmond and updated annex to the King County Hazard Mitigation Plan. The outcome will be a useable plan to inform future exercise and training to the City departments.

<b>Priority Area #2</b>	4.9 Training	
<b>Primary Core Capability</b>	Community Resilience	
<b>Secondary Core Capability</b>	Operational Coordination	
<b>Build or Sustain</b>	Sustaining/Maintaining	
<b>WORK PLANNED</b>	<b>IDENTIFIED GAP/NEED</b>	<b>ANTICIPATED PROJECT IMPACT</b>
Purchase supplies to support the continued training and exercising of Community Emergency Response Team (CERT) and Amateur Radio Emergency Services (ARES) and Medical Reserve Corps (MRC) volunteer programs for community education and volunteer coordination. Supplies to include: technology upgrades to ECC and Alternate ECC as a training facility to enable hybrid trainings, uniform vests to identify and recognize volunteers in activations, and materials for community preparedness outreach and to build volunteer teams. Equipment for training will also be purchased.	GAP: Redmond EMD would like to continue to support its fire stations by building Fire Fighter Re-hab teams and fire station support teams. Need: Purchase supplies for fire fighter re-hab teams, CERT training, and ARES, MRC training. This equipment can also be used for other community presentations and staff training to build preparedness and response capacities.	The impact will be a coordinated, supplied, and trained team of volunteers to support our fire fighters during extensive firefighting incidents. Continued public education in disaster preparedness through CERT, ARES, and MRC training, along with fire station support teams trained to respond in disasters. The Fire Extinguisher training system will allow us to train more individuals without the hazard of transporting propane or the spreading of fire extinguisher foam into the environment.

<b>Priority Area #3</b>	<b>4.11 Emergency Public Information and Education</b>	
<b>Primary Core Capability</b>	<b>Community Resilience</b>	
<b>Secondary Core Capability</b>	<b>Public Information and Warning</b>	
<b>Build or Sustain</b>	<b>Building</b>	
Purchase emergency radios with AM radio capabilities as well as NOAA weather radio alerts.	As part of essential public safety measures, the City of Redmond is refreshing our emergency AM radio capabilities as redundant alert and warning and emergency communication asset. However, as some newer vehicles and households do not have AM radios, we want to provide handheld devices to residents that need them to pair with outreach about the AM radio station and other alert and warning systems that those who live and work in Redmond should be aware of and sign up for, if needed.	This project will connect more individuals with essential emergency information during a disaster. It will allow us to reach a larger number of people and serve as a backup form of emergency communication if CodeRed or other alert and warning systems are not available due to power outages or other complications during a disaster.

## Revision 1 BUDGET

## FY 2022 Emergency Management Performance Grant

22EMPG Award	\$	43,854.00
Modification	\$	-
Amended 22EMPG Award	\$	43,854.00

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MODIFICATION	AMENDED EMPG AMOUNT	MATCH AMOUNT
PLANNING	Personnel & Fringe Benefits		\$ -	\$ -	\$ 43,854
	Travel/Per Diem	\$ -	\$ -	\$ -	\$ -
	Supplies	\$ 3,854	\$ -	\$ 3,854	\$ -
	Consultants/Contracts	\$ 40,000	\$ (40,000)	\$ -	\$ -
	Other	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ 43,854	\$ (40,000)	\$ 3,854	\$ 43,854
ORGANIZATION	Personnel & Fringe Benefits	\$ -	\$ -	\$ -	
	Travel/Per Diem	\$ -	\$ -	\$ -	\$ -
	Supplies		\$ 11,480	\$ 11,480	\$ -
	Consultants/Contracts	\$ -	\$ -	\$ -	\$ -
	Other	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ -	\$ 11,480	\$ 11,480	\$ -
EXERCISE	Personnel & Fringe Benefits	\$ -	\$ -	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -	\$ -	\$ -
	Supplies	\$ -	\$ -	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -	\$ -	\$ -
	Other	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ -	\$ -	\$ -	\$ -
TRAINING	Personnel & Fringe Benefits	\$ -	\$ -	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -	\$ -	\$ -
	Supplies	\$ -	\$ -	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -	\$ -	\$ -
	Other	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ -	\$ -	\$ -	\$ -
EQUIP	Equipment		\$ 28,520	\$ 28,520	\$ -
	Subtotal	\$ -	\$ 28,520	\$ 28,520	\$ -
M&A	Personnel & Fringe Benefits	\$ -	\$ -	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -	\$ -	\$ -
	Supplies	\$ -	\$ -	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -	\$ -	\$ -
	Other	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ -	\$ -	\$ -	\$ -
	Indirect	\$ -	\$ -		\$ -
	TOTAL Grant Agreement AMOUNT:	\$ 43,854	\$ -	\$ 43,854	\$ 43,854

The Subrecipient will provide a match of **\$43,854** of non-federal origin, 50% of the total project cost (local budget plus EMPG award).

Cumulative transfers to budget categories in excess of ten percent (10%) of the Grant Agreement Amount will not be reimbursed without prior written authorization from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 723PT – EMPG

## 23EMPG LOCAL APPLICATION

**Submission Deadline: Sunday July 2, 2023**

All applications **MUST BE RECEIVED** by the due date.

Late applications will not be accepted unless an Extension has been requested *before* the due date.

### INSTRUCTIONS

- **GREEN** worksheet tabs are for reference, in particular the Ref-Guidance tab.
- **BLUE** worksheet tabs are the EMPG application and must be completed.
- Cream colored cells indicate where input is needed
- Proposals are due via email to [preparedness.grants@mil.wa.gov](mailto:preparedness.grants@mil.wa.gov).

*Please do NOT send a PDF version of the Excel workbook.*

### APPLICATION DOCUMENTS

- 1) Excel application workbook
- 2) Indirect Cost Rate Agreement (if included in the Budget)
- 3) Director's Certification, signed and scanned
- 4) Position Description Form(s) for EMPG- and Match-funded personnel **ONLY IF** updated or new from previous submissions

All applications **MUST BE RECEIVED** by the due date.

Late applications will not be accepted unless an Extension has been requested *before* the due date.

If you are not able to submit by the due date, please reach out to your Primary Point of Contact (see below) to ask for an extension.

**Extensions will only be granted for the following reasons:**

- Activation due to a disaster or emerging incident,
- Major staff turnover,
- Elected official or commissioner change, or
- Technical problems outside of the applicant's control

### TIMELINE

Date	Activity
May 26 through Jun 30, 2023	Application period - technical assistance offered as needed
<b>Jul 2, 2023</b>	<b>APPLICATIONS DUE TO EMD (can submit before)</b>
Jul-Aug 2023	Application review and finalization
When award received (NLT Sep 30)	Grant agreements processed (as applications approved)
Jun 1, 2023 to Sep 30, 2024	Grant agreement period of performance

[PREPAREDNESS.GRANTS@MIL.WA.GOV](mailto:PREPAREDNESS.GRANTS@MIL.WA.GOV)

# QUESTIONS - CONTACT

Contact	Email	Phone	Responsibility
Michael Alston	<a href="mailto:michael.alston@mil.wa.gov">michael.alston@mil.wa.gov</a>	253-512-7083	Primary POC for counties and cities w/i: Benton, Franklin, King, Klickitat, Walla Walla, Yakima
Courtney Bemus	<a href="mailto:courtney.bemus@mil.wa.gov">courtney.bemus@mil.wa.gov</a>	253-512-7141	Primary POC for counties and cities w/i: Island, Pierce, San Juan, Skagit, Snohomish, Whatcom
Chris Burd	<a href="mailto:christopher.burd@mil.wa.gov">christopher.burd@mil.wa.gov</a>	253-512-7482	Primary POC for counties and cities w/i: Adams, Asotin, Columbia, Ferry, Garfield, Grays Harbor, Lewis, Lincoln, Mason, Pacific, Pend Oreille, Spokane, Stevens, Thurston, Whitman
Deborah Henderson	<a href="mailto:deborah.henderson@mil.wa.gov">deborah.henderson@mil.wa.gov</a>	253-512-7470	Primary POC for counties and cities w/i: Chelan, Clallam, Clark, Cowlitz, Douglas, Grant, Jefferson, Kitsap, Skamania, Wahkiakum
Sierra Wardell	<a href="mailto:sierra.wardell@mil.wa.gov">sierra.wardell@mil.wa.gov</a>	253-512-7121	Application approval, EMPG requirements SME



## 23EMPG LOCAL APPLICATION

### Emergency Management Organization:

City of Redmond Emergency Management Division (EMD)

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five mission areas of the national preparedness goal of prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, plan, train, exercise, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include EMPG grant and local funds).

### WORK PLAN

**INSTRUCTIONS:** The Work Plan must include the EMO's program priorities for this grant cycle to include activities funded by both EMPG and Match (i.e., the number and complexity of activities should be commensurate with the EMPG award PLUS the Match funds).

- **SUSTAINMENT:** Enter organizational expenses that support the EM Program and don't tie to an individual activity (e.g., janitorial costs, rent, utilities, etc.). Section is not for input of personnel costs.
- **PRIORITY AREAS:** Enter work grouped by Emergency Function for each individual priority area. Fill out all cells for each Priority Area.

### Priority Area-Sustainment

List organizational expenses that will be funded by EMPG and/or Match and add rows as needed:


Priority Area #1	4.6 Incident Management	
Primary Core Capability	Mass Care Services	
Secondary Core Capability	Community Resilience	
	Building	
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Enter the tasks that are planned for this Priority Area. Use the questions below to guide what information to include.	Enter the gap/need <u>and</u> document that identifies the activities as priorities for funding with EMPG. Use the questions below to guide what information to include.	Enter the expected <u>outcome</u> for the activity to the left. Use the questions below to guide what information to include.

<p><b>Questions to answer:</b></p> <ul style="list-style-type: none"> <li>What activities will be completed?</li> <li>What major purchases are included?</li> </ul>	<p><b>Questions to answer:</b></p> <ul style="list-style-type: none"> <li>What is the language from the THIRA/SPR, Hazard Mitigation Plan, AAR/IP, other deliberate planning document that identifies this as a capability gap or need for the EMO?</li> <li>What requirement mandates the work to be done?</li> </ul> <p><b>Note:</b> Sustainment activities may not have an associated identified gap/need; however, the EMO must justify why the activity is being sustained using federal grant funds.</p>	<p><b>Questions to answer:</b></p> <ul style="list-style-type: none"> <li>What will the project accomplish (specifically, how does the activity address the identified gap)?</li> <li>What is the intended outcome?</li> <li>What impact will the activities or funding make?</li> </ul>
<p><b>EXAMPLE:</b></p> <p>Conduct training for stakeholder groups based off IPPW results especially to build capacity to respond during an activation.</p>	<p>COVID-19 limited training opportunities and we are still working to gain back capabilities for response to incidents. The last few AARs noted training needed which has been added to the current IPP.</p>	<p>EOC staff that will be ready to respond to an incident. There will be enough staff to draw from to accommodate a longer activation.</p>
<p>1 Purchase supplies to increase mass care capabilities for disasters as well as extreme temperatures, including: cots, bedding, hygiene kits, water, food, pens, signage, disinfectant, masks for pandemic or smoke, basic first aid kits, disposable tablecloths, outreach flyers for the community, misters, fans, pop-up tents, large floodlights, handheld flashlights, portable ramps, cots, privacy screens, sandwich sign boards, and safety vests for shelter staff during activations. These supplies will serve all types of mass care activations.</p>	<p>In conjunction with the building of a new community and senior center, we are increasing our capacity for Mass Care, or ESF 6. As well as disaster evacuation shelter capability, we are seeing a need for cooling centers more often and currently have limited capacity. Our current supplies are not sufficient for overnight or multi-day activations.</p>	<p>Redmond will be ready to provide mass care to the City of Redmond during extreme weather or disaster events.</p>
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Primary Core Capability		Mass Care Services	
Secondary Core Capability		Community Resilience	
Build or Sustain		Building	
WORK PLANNED		IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
<p>Enter the tasks that are planned for this Priority Area. Use the questions below to guide what information to include.</p> <p><b>Questions to answer:</b></p> <ul style="list-style-type: none"> <li>• What activities will be completed?</li> <li>• What major purchases are included?</li> </ul>		<p>Enter the gap/need <u>and</u> document that identifies the activities as priorities for funding with EMPG. Use the questions below to guide what information to include.</p> <p><b>Questions to answer:</b></p> <ul style="list-style-type: none"> <li>• What is the language from the THIRA/SPR, Hazard Mitigation Plan, AAR/IP, other deliberate planning document that identifies this as a capability gap or need for the EMO?</li> <li>• What requirement mandates the work to be done?</li> </ul> <p><b>Note:</b> Sustainment activities may not have an associated identified gap/need; however, the EMO must justify why the activity is being sustained using federal grant funds.</p>	<p>Enter the expected <u>outcome</u> for the activity to the left. Use the questions below to guide what information to include.</p> <p><b>Questions to answer:</b></p> <ul style="list-style-type: none"> <li>• What will the project accomplish (specifically, how does the activity address the identified gap)?</li> <li>• What is the intended outcome?</li> <li>• What impact will the activities or funding make?</li> </ul>
EXAMPLE:		COVID-19 limited training opportunities and we are still working to gain back capabilities for response to incidents. The last few AARs noted training needed which has been added to the current IPP.	EOC staff that will be ready to respond to an incident. There will be enough staff to draw from to accommodate a longer activation.
1	Trainings for staff to be better equipped to set up and run shelter and mass care facilities for the City.	To best plan for and activate mass care protocols, staff will benefit from access to training, as most staff in these positions have not had the chance to learn or be involved in an activation.	Redmond will be ready to provide mass care to the City of Redmond during extreme weather or disaster events.
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OVERALL ANNUAL EM BUDGET	\$ 352,150.00
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23EMPG Award	\$39,739
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22EMPG award adjustment	\$1,056
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Final 23EMPG Agreement Amount	\$40,795
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**ALLOCATION**

EMPG Budget Amount	\$ 40,795.00	<i>all funds allocated</i>
Match Budget Amount	\$ 40,795.00	<i>match accounted for</i>

EMPG M&A Amount	\$ -	<i>M&amp;A under allowable 5%</i>
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EMPG Indirect Amount	\$ -	<i>0.00% of EMPG award</i>
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Item #	Item Description OR Position & Name	Amount	Priority Area	Solution Area	Budget Category	Fund Source
1	Fans for cooling, box and mister	\$ 2,660.00	1	Planning	Supplies	EMPG
2	Cots and bedding for sheltering	\$ 9,450.00	1	Planning	Supplies	EMPG
3	Lighting for shelters during power outages	\$ 1,750.00	1	Planning	Supplies	EMPG
4	Signs, flyers, directional signage	\$ 7,325.00	1	Planning	Supplies	EMPG
5	Backup shelter supplies: portable ramp, privacy screen	\$ 2,745.00	1	Planning	Supplies	EMPG
6	Hygiene kits, and hygiene shelter supplies	\$ 8,940.00	1	Planning	Supplies	EMPG
7	Food and water to support shelter activities	\$ 2,400.00	1	Planning	Supplies	EMPG
8	Training for staff	\$ 5,525.00	1	Planning	Travel/Per Diem	EMPG
9	Lisa Figueroa	\$ 40,795.00	1	Organization	Personnel & Fringe Benefits	Match
10		\$ -		Please Select		Please select
11		\$ -		Please Select		Please select
12		\$ -		Please Select		Please select
13		\$ -		Please Select		Please select
14		\$ -		Please Select		Please select
15		\$ -		Please Select		Please select
16		\$ -		Please Select		Please select
17		\$ -		Please Select		Please select
18		\$ -		Please Select		Please select
19		\$ -		Please Select		Please select
20		\$ -		Please Select		Please select
Overall amount (EMPG + Match):		\$ 81,590.00				

**Standard Agreement Timeline**

Date	Activity
June 1, 2023	Grant Agreement start date
January 31, 2024	Submit reimbursement request
April 30, 2024	Submit reimbursement request
July 31, 2024	Submit reimbursement request
September 30, 2024	Grant Agreement end date
November 15, 2024	Submit final reimbursement request and final reports

## 23EMPG LOCAL APPLICATION

Emergency Management Organization: PO Box 97010, Mailstop: FDADM

### CERTIFICATION

By signing, I certify:

- The above Emergency Management Organization (EMO) has an emergency management program that includes the emergency management functions or is working towards fulfilling the emergency management functions per RCW 38.52.010 in order "to mitigate, prepare for, respond to, and recover from emergencies and disasters."
- The EMO has met all eligibility requirements per WAC 118-09-030 or is working towards meeting the criteria for eligibility.
- The EMO will not supplant state, local, or tribal funds with federal grant funds.
- The EMO understands the match requirements and is able to meet the match for the current award amount or has requested a lower award.
- The EMO will ensure and maintain adoption and implementation of the National Incident Management System (NIMS), a condition of receipt of DHS preparedness funding.
- The EMO will participate in the State's capabilities assessments (THIRA/SPR) and Integrated Preparedness Planning Workshop (IPPW).
- All EMPG- and match-funded trainings are listed in a multi-year Integrated Preparedness Plan (IPP).
- Grant funds are being used to build or sustain capabilities that are identified as high priority through the THIRA/SPR process and from other relevant sources and close capability gaps that were identified in the most recent SPR.
- All EHP rules and regulations will be adhered to.
- All EMPG- and match-funded personnel will complete all trainings required by the EMPG grant guidance. And if designated as deployable, will meet NQS certification requirements.
- All information provided is accurate.
- If any information changes during the grant performance period, a revised application will be submitted, as appropriate.

Lisa Figueroa  
Signature of EMO Director (or Assistant Director)

6/29/2023  
Date

LISA FIGUEROA  
Name

EMERGENCY MANAGER  
Title