



Interagency Agreement with

City of Redmond

through

Solar plus Storage for Resilient Communities

Contract Number:

23-53701-109

For

Critical Facilities Solar Plus Storage Feasibility Study - T1: Planning

Dated: Friday, September 1, 2023



Table of Contents

FACE SHEET 3

PROGRAM SPECIFIC TERMS AND CONDITIONS 4

1. SUBGRANTING/SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #15)4

2. SOLAR PLUS STORAGE FOR RESILIENT COMMUNITIES GRANT REQUIREMENTS4

3. REPORTING REQUIREMENTS4

SPECIAL TERMS AND CONDITIONS..... 5

1. AUTHORITY5

2. CONTRACT MANAGEMENT5

3. COMPENSATION5

4. BILLING PROCEDURES AND PAYMENT5

5. SUBCONTRACTOR DATA COLLECTION6

6. INSURANCE.....6

7. FRAUD AND OTHER LOSS REPORTING6

8. ORDER OF PRECEDENCE6

GENERAL TERMS AND CONDITIONS..... 7

1. DEFINITIONS7

2. ALL WRITINGS CONTAINED HEREIN7

3. AMENDMENTS7

4. ASSIGNMENT7

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION7

6. COPYRIGHT8

7. DISPUTES8

8. GOVERNING LAW AND VENUE9

9. INDEMNIFICATION9

10. LICENSING, ACCREDITATION AND REGISTRATION9

11. RECAPTURE.....9

12. RECORDS MAINTENANCE9

13. SAVINGS9

14. SEVERABILITY.....9

15. SUBCONTRACTING (REPLACED BY PROGRAM-SPECIFIC TERMS AND CONDITIONS #1).....9

16. SURVIVAL.....10

17. TERMINATION FOR CAUSE.....10

18. TERMINATION FOR CONVENIENCE.....10

19. TERMINATION PROCEDURES.....10

20. TREATMENT OF ASSETS11

21. WAIVER12

ATTACHMENT A: SCOPE OF WORK..... 13

ATTACHMENT B: BUDGET 15

ATTACHMENT C: PROVISIO GOVERNING THIS PROGRAM..... 16



Face Sheet

Contract Number: 23-53701-109

**Energy Division, Energy Programs in Communities
Solar plus Storage for Resilient Communities**

1. Grantee City of Redmond PO BOX 97010 MS 3NFN REDMOND, WA 98073-9710		2. Grantee Doing Business As (as applicable) N/A	
3. Grantee Representative Jenny Lybeck Project Manager (425) 566-2121 jlybeck@redmond.gov		4. COMMERCE Representative <div style="display: flex; justify-content: space-between;"> <div> Dave Hecker Program Manager 360-725-2767 solar@commerce.wa.gov </div> <div> P.O. Box 42525 1011 Plum St Olympia, WA 98504-2525 </div> </div>	
5. Contract Amount \$100,000.00	6. Funding Source Federal: State: X Other: N/A	7. Start Date 09/01/2023	8. End Date 06/30/2024
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # XXXXXXXXXXXXXXX	11. SWV # SWV0003729-00	12. UBI # 176000016	13. UEI # N/A
14. Contract Purpose T1: Planning and Feasibility Study. The City of Redmond will conduct a Critical Facilities Feasibility Study to assess the technical and economic feasibility of solar plus battery storage projects for five critical facilities in Redmond. These facilities house Redmond's Emergency Operations Center, provide heating and cooling shelters for the community during extreme weather events, and serve as vital resources during emergency response events and grid outages.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Proviso			
FOR GRANTEE <div style="border: 1px solid black; border-radius: 50%; padding: 5px; margin-top: 10px;"> DocuSigned by: <small>F678C3A6CA99451...</small> </div> <div style="border-top: 1px solid black; margin-top: 5px;"> Angela Birney, Mayor </div> <div style="margin-top: 20px;"> 1/18/2024 3:53 PM PST </div> <div style="border-top: 1px solid black; margin-top: 5px;"> Date </div>		FOR COMMERCE <div style="border: 1px solid black; border-radius: 50%; padding: 5px; margin-top: 10px;"> DocuSigned by: <small>10D18292955448A...</small> </div> <div style="border-top: 1px solid black; margin-top: 5px;"> Michael Furze, Assistant Director, Energy Division </div> <div style="margin-top: 20px;"> 1/24/2024 1:18 PM PST </div> <div style="border-top: 1px solid black; margin-top: 5px;"> Date </div> <div style="margin-top: 20px;"> APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE </div>	



Program Specific Terms and Conditions

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

1. SUBGRANTING/SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #15)

The Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants/subcontract and records related to subgrants/subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting/subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting/subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant/subcontract.

Every subgrant/subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant/subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant/subcontract.

2. SOLAR PLUS STORAGE FOR RESILIENT COMMUNITIES GRANT REQUIREMENTS

Grantee agrees to comply with the requirements and follow the guidelines as outlined in the Request for Applications dated January 2023 (the "RFA"), incorporated by this reference as if fully set forth herein. In the event of conflict between the RFA and the agreement, the Agreement prevails.

3. REPORTING REQUIREMENTS

During the contract term, the Grantee must provide quarterly written reports to Commerce for project update purposes. Quarterly reports are due no later than 15 days after the end of each quarter or at the time of invoice for the quarter to be reported. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

- a. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
- b. The project milestones met to date and anticipated in the subsequent quarter;
- c. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;
- d. Quarterly updated budget projections for project expenditures;
- e. The grant expenditures to date and anticipated in the next quarter.



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Grantee enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$100,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the schedule set forth in Attachment B: Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number listed on the Face Sheet.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be



paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Attachment C – Proviso
- Program-Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget



General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

- B.** The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As



an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Grantee fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING (Replaced by Program-Specific Terms and Conditions #1)

~~The Grantee may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.~~



~~If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.~~

~~Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.~~

~~Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.~~

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and



(iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further



damage.

- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work

Overview

The City of Redmond Solar and Battery Storage Feasibility Study (Study) will evaluate opportunities to add solar and battery storage to five Redmond critical facilities, including Redmond City Hall, Public Safety Building, Fire Station 17, Materials Operation Center, and Senior and Community Center. These facilities house Redmond's Emergency Operations Center, provide heating and cooling shelters for the community during extreme weather events, and serve as vital resources during emergency response events and grid outages.

The Study will include load profiles, resource scenarios, site layouts, economic analyses, and recommendations. This will position the city with the necessary information to implement projects as capital funding and grant opportunities becomes available.

Increasing the preparedness and resilience of these facilities in the long run will directly benefit a community of more than 75,000 and the rural parts or unincorporated East King County served by Fire District 34.

Scope of Work

The City of Redmond Critical Facilities Feasibility Study (Study) will assess the technical and economic feasibility of solar plus battery storage projects for five critical facilities in Redmond.

The City of Redmond Critical Facilities Feasibility Study (Study) will be completed in partnership with the project team and a technical consultant to create a thorough roadmap to inform next steps for five critical facilities in Redmond. These facilities were identified in partnership with the Emergency Manager as they each serve the Redmond community during extreme weather events and emergencies. The Study will include five primary elements, including:

- **Facility Evaluation and Load Profiles:** Develop profiles for existing electricity and then adjust for expected changes due to anticipated EV charging, electrification of heating and other applications, and new construction. Work with facility and emergency staff to prioritize and develop profiles for critical loads that need to be maintained for limited periods of time – and critical loads that need to be maintained indefinitely, regardless of grid outage durations.
- **Resource Scenarios:** Explore possible onsite solar options that are technically viable for each site while optimizing the economic, environmental, and resilience objectives.
- **Site Layouts:** Develop the site layouts to clearly illustrate recommended locations and sizing for solar resources, locations for energy storage, and to detail locations of key electrical assets (meter and critical loads).
- **Economic Analyses:** Estimate total project costs and the economic and resilience benefits of each of the viable Resource Scenarios at each site.
- **Reporting & Recommendations:** Develop report and present the results and recommendations.
- **Stakeholder Engagement:** Throughout the process, the project team will work in partnership with the City's internal subject matter experts and the City's external Environmental Sustainability Advisory Committee which is made up of community members and experts.

Deliverables

Project deliverables include a completed City of Redmond Solar Plus Battery Storage Feasibility Study.



Project Timeline

The City will leverage a technical consultant, in partnership with dedicated project management staff, to complete the analysis. If awarded, the project will include the following activities:

1. **Technical consultant solicitation and contract execution (Sept 2023- November 2023):** upon notice of grant award, the City will solicit proposals from technical consultants to complete the analysis. This will be done through a public bidding process completed in accordance with the City's purchasing policies. This task will be led by the Project Manager.
2. **Feasibility Study Data Collection and Stakeholder Engagement (November 2023 - December 2023):** Project kickoff will begin upon contract execution. The consulting team will work with the City project team and stakeholders to verify the key facilities, identify critical loads, conduct site visits, etc. This task will be informed by the full project team, as outlined in the Project Team and Partners section.
3. **Feasibility Study Report (January 2024 – March 2024):** Draft report findings will be presented and reviewed with the City's Environmental Sustainability Advisory Committee, city staff, and City Council to educate, answer questions, and solicit feedback. This task will be led by the Project Manager and consulting team.
4. **Final Wrap Up (April 2024 -June 2024):** The team will present the final report to Council and the project will conclude. This timing also aligns with the start of 2025-2026 City budget planning. This task will be led by the Project Manager and consulting team.

Timelines may be accelerated should synergies with other efforts be identified, or work be completed faster than the estimated timing outlined above.



Attachment B: Budget

Milestone	Milestone and Task Description	Key Deliverables	Expected Completion Date	Commerce Grant Amount
A	Technical consultant solicitation and contract execution	Executed Contract with Consultant	November-23	\$5,000.00
B	Feasibility Study Data Collection and Stakeholder Engagement	Facility list	December-23	\$35,000.00
		Load profiles for each facility		
		Site visit photos for each facility (compiled)		
C	Feasibility Study Report	Draft Feasibility Study Report	March-24	\$37,000.00
		Meeting minutes from Environmental Sustainability Advisory Committee; City Council presenting information		
D	Final Wrap Up	Final Feasibility Study Report	June-24	\$23,000.00
		Meeting minutes for City Council		
			Total	\$100,000.00



Attachment C: Proviso Governing this Program

Engrossed Substitute Senate Bill 5693; 68th Legislature, 2023 Regular Session
2023-2025 Operating Budget
Section 132

(4) \$37,000,000 of the general fund—state appropriation for fiscal year 2024 and \$37,000,000 of the general fund—state appropriation for fiscal year 2025 are provided solely for grants to increase solar deployment and installation of battery storage in community buildings to enhance grid resiliency and provide backup power for critical needs, such as plug load and refrigeration for medication, during outages or to provide incentives to support electric utility demand response programs that include customer-sited solar and battery storage systems. Eligible uses of the amounts provided in this subsection include, but are not limited to, planning and predevelopment work with vulnerable, highly impacted, and rural communities. For the purposes of this subsection "community buildings" means K-12 schools, community colleges, community centers, recreation centers, libraries, tribal buildings, state and local government buildings, and other publicly owned infrastructure.